


FILED

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3 Nampa, ID 83653  
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2011 MAR -8 PM 3:35  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY 

7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9 **WESTERN DIVISION**

10 **CV11-01987**

11 STODDARD WHITE JR., an individual,

CASE NO: *SJO (SHX)*

12 Plaintiff(s)

13 **COMPLAINT FOR:**

14 vs.

- 15 1. FRAUD
- 16 2. COPYRIGHT
- 17 INFRINGEMENT
- 18 3. CONTRIBUTORY
- 19 INFRINGEMENT
- 20 4. ACCOUNTING
- 21 5. DECLARATORY
- 22 RELIEF;
- 23 6. STATE COMMON
- 24 LAW UNFAIR
- 25 COMPETITION

26 TWENTIETH CENTURY FOX  
 27 CORPORATION et al,  
 28 a Delaware corporation, with its principal  
 place of business in California,  
 CONUNDRUM ENTERTAINMENT,  
 a private California Company  
 PETER J. FARRELLY, an individual  
 ROBERT L. FARRELLY JR. an individual  
 FRONTIER PICTURES, a California corporation  
 EDWARD DECTER, an individual  
 JOHN J. STRAUSS, an individual  
 FRANK BEDDOR, an individual, AUTOMATIC  
 PICTURES, a California corporation


**DEMAND FOR JURY TRIAL**

Defendant(s)

Plaintiff in the above captioned action hereby alleges as follows:

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CLERK, U.S. DISTRICT COURT

MAR - 2 2011

CENTRAL DISTRICT OF CALIFORNIA  
BY  DEPUTY

*ILS*  
*(2)*

*Fee paid*

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**PAID**  
**MAR 8 2011**  
Clerk of the Court

**PAID**  
**MAR 8 2011**  
Clerk of the Court

Court Name: U.S. District Court  
Division: 2  
Receipt Number: LA011386  
Cashier ID: jacash  
Transaction Date: 03/08/2011  
Payer Name: STODDARD WHITE JR.

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CIVIL FILING FEE  
For: STODDARD WHITE JR.  
Case/Party: D-CAC-2-11-CV-001987-001  
Amount: \$350.00

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CHECK  
Check/Money Order Num: 4113  
Amt Tendered: \$350.00

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Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

No refunds without original receipt. Returned checks will be assessed a fee of \$45.00.

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**INTRODUCTION**

1. At all times mentioned herein, Plaintiff Stoddard White Jr. (“Plaintiff” or “White”) was an individual residing in El Dorado County, CA, and now Canyon County, ID, and the sole author of the wholly original screenplays entitled, “Winter Games.”

**JURISDICTION AND VENUE**

2. This action arises under the Copyright Laws of the United States (Title 17, U.S.C. SS 101 et seq.) and common law of the State of California.

3. This court has exclusive jurisdiction over this action under 28 U.S.C. SS 1331 and 1338 in that this action involves claims arising under Copyright Laws of the United States. To the extent that this action is based on diversity of citizenship, 28 U.S.C. SS 1332.

4. Venue is proper in this district pursuant to 28 U.S.C. SS 1391 and 1400 in that defendant(s) transact business in the county of Los Angeles, State of California.

**PARTIES**

5. At all times mentioned herein, Defendant Twentieth Century Fox Corporation, et al. (herein referred to as “Fox” or “Defendant”), is a corporation incorporated under the laws of Delaware with the business address of.

6. At all times mentioned herein, Defendant Conundrum Entertainment (herein referred to as “Conundrum” or “Defendant”), is a California corporation with the business address of.

1           7.    Upon information and belief, at all times mentioned herein, Defendant Peter  
2 J. Farrelly (“Peter” or one of two “Farrelly Brothers”), was an individual residing in Los  
3 Angeles County, State of California.  
4

5           8.    Upon information and belief, at all times mentioned herein, Defendant  
6 Robert L. Farrelly Jr. (“Bobby” or one of two “Farrelly Brothers”), was an individual  
7 residing in Los Angeles County, State Of California.  
8

9           9.    At all times mentioned herein, Defendant Frontier Pictures, Inc. (herein  
10 referred to as “Frontier Pictures” or “Defendant”), is a California corporation with the  
11 business address of.  
12

13           10.   Upon information and belief, at all times mentioned herein, Defendant  
14 Edward Decter (“Decter”) was an individual residing in Los Angeles County, State of  
15 California.  
16

17           11.   Upon information and belief, at all times mentioned herein, Defendant John  
18 J. Strauss (“Strauss”) was an individual residing in Los Angeles County, State of  
19 California.  
20

21           12.   Upon information and belief, at all times mentioned herein, Defendant  
22 Frank Beddor (“Beddor”) was an individual residing in Los Angeles County, State of  
23 California.  
24

25           13.   At all times mentioned herein, Defendant Automatic Pictures, Inc. (herein  
26 referred to as “Automatic Pictures” or “Defendant”), is a California corporation with the  
27 business address of.  
28

14.   Plaintiff is unaware of the true names and capacities of the Defendants sued

1 herein as DOES 1 through, inclusive, and for that reason, sues such defendant under such  
2 fictitious names. Plaintiff is informed and believed and based thereon alleges that such  
3 fictitiously named Defendants are responsible in some manner for the occurrences herein  
4 alleged, and that Plaintiff's damages as herein alleged were proximately caused by the  
5 conduct of said Defendants. Plaintiff will seek to amend the complaint when the names  
6 and capacities of such fictitiously named Defendants are ascertained. As alleged herein,  
7  
8 Defendants shall mean all named Defendants, and all fictitiously named Defendants.  
9

10 15. Plaintiff is informed and believes and based thereon alleges that Defendants  
11 at all times to this action, where the agents, servants, partners, joint venturers and  
12 employees of each of the other Defendants and in doing the acts alleged herein were acting  
13 with the knowledge and consent of the other Defendants in this action. Alternatively, at  
14 all times mentioned herein, each of the Defendants conspired with each other to commit the  
15 wrongful acts complained of herein. Although not all the Defendants committed all of the  
16 acts of the conspiracy or were members of the conspiracy at all times during its existence,  
17 each defendant knowingly performed one or more acts in direct furtherance of the  
18 objectives of the conspiracy. Therefore, each defendant is liable for the acts of all of the  
19 other conspirators.  
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23 16. Notwithstanding any 'Statute of Limitations' or alleged 'Fraud' according  
24 to the "Constitution of the United States' an original author's work is 'Constitutionally  
25 Protected' for his lifetime plus seventy years. ((i.e.): If an author lives to be eighty years  
26 old and he copyrighted his work at age thirty, that protection lasts for the remaining 50  
27 years left of his lifetime, plus an additional 70 years for his heirs, for a total of 120 years:  
28

1 (50 + 70 = 120 years). If the author's copyrighted work is a 'work for hire' and there are the  
2 same circumstances as above, the author is 'Constitutionally' protected for his lifetime plus  
3 90 years. Therefore if the author copyrighted his work at age thirty, then the author and  
4 /or his heirs are 'Constitutionally' protected from copyright infringement /intellectual  
5 property theft for the remaining 50 years of the authors lifetime, plus an additional 90 years  
6 for his heirs, for a total of 140 years: (50 + 90 = 140 years). These 'Constitutional Laws'  
7 are verified in the U. S. Constitution, the United States Department of Justice website, the  
8 same website for the Attorney General of the United States. (Details: Google: Wikipedia:  
9 United States Copyright Law). The alleged confirmation of alleged fraud on 3/29/08 and  
10 the alleged multiple counts of on-going copyright theft, (3/08), of the original copyrighted  
11 works contained herein are well within the Constitutional Law time frame for prosecution  
12 in this particular Copyright Infringement / Intellectual Property Theft Case.  
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### 16 **THE PROTECTED WORK**

17  
18 17. In or about 1987, Plaintiff authored the wholly original screenplay entitled,  
19 "Winter Games" (the "Screenplay"). Thereafter, on September 14, 1987 Plaintiff  
20 registered "Winter Games" with the U.S. Copyright Office, registration no.  
21 PAu001008196: (PAu1-008-196). In or about 1991, Plaintiff updated and registered  
22 wholly owned screenplay entitled "Winter Games" with U.S. Copyright registration no.  
23 PAu 001486963: (PAu 1-486-963). Due to the alleged theft in or about April / May 1992  
24 by "Farrelly Brothers et al." from the State of Nevada Film Office, Plaintiff  
25 rewrote/re-edited "Winter Games" in or about 1993. Thereafter, on April 11, 1994,  
26 Plaintiff updated and re-registered wholly owned original 183 page double screenplay  
27  
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1 “Winter Games” with U.S. Copyright Office, registration no. PAu001850029: (PAu  
2 1-850-029). Plaintiff’s discovery in or about 1995 of Defendants’ similar theme and  
3 location in “Dumb and Dumber.” Thereafter, on April 13, 1998, Plaintiff updated and  
4 again re-registered wholly owned original screenplay “Winter Games” with U.S.  
5 Copyright Office, registration no. PAu002286125: (PAu 2-286-125). Plaintiff’s  
6 discovery in or about 2003 of same theme and location as ‘Dumb and Dumberer.’  
7  
8 Thereafter on September 14, 2004, Plaintiff updated and again re-registered wholly owned  
9 original screenplay with U.S. Copyright Office, registration no. PAu002894232: (PAu  
10 2-894-232).  
11

12  
13 18. In or about April 1992, the State of Nevada Film Office staff agreed to help  
14 with pre-production of Plaintiff’s movie “Winter Games.” In or about April 10, 1992,  
15 Plaintiff, at the request of the associates of the State of Nevada Film Office, mailed his  
16 1991 screenplay using the USPS, to Film Office along with some production information.  
17 In or about April 13, 1992 to May 28, 1992, Plaintiff’s 3/22/91 screenplay was handed out,  
18 without Plaintiff’s permission, to Defendants’ “Farrelly Brothers et al.,” by State of  
19 Nevada Film Office. In and about June 1995, the Plaintiff’s 4/11/94 screenplay was also  
20 handed out, without Plaintiff’s permission, to “Farrelly Brothers et al.,” by an associate of  
21 State of Nevada Film Office. (Contact information was clearly visible but neither  
22 screenplay was ever returned).  
23  
24

25  
26 19. In or about June 1995, Defendants’ “Farrelly Brothers” et al., ‘King Pin’  
27 screenplay was handed out to Plaintiff, (permission unknown), by an associate of the State  
28 of Nevada Film Office. Plaintiff returned ‘King Pin’ screenplay to film office in or about



1 two to three days. In and about 1992 to 1995, Associate at State of Nevada Film Office  
2 asked if Plaintiff wanted to work on future media projects with Farrelly Brothers on more  
3 than one occasion. In or about 1992 to 1995, Defendants did location scouting and filming  
4 in Nevada. The Farrelly Brothers mention working on 'King Pin' on their 'Directors  
5 Commentary' in Chapter 13 of the DVDs for "There's Something About Mary" (i.e.)  
6 TSAM. In or about late 1995, Defendants as the co-directors of the movie, 'King Pin,'  
7 filmed part of the movie at the National Bowling Stadium located in Reno, Nevada.  
8 Plaintiff is informed and believes and on that basis that The Farrelly Brothers had business  
9 relationships with the State of Nevada Film Office.  
10  
11

### 12 **DEFENDANTS' INFRINGEMENT OF PLAINTIFF'S "WINTER GAMES"**

#### 13 **SCREENPLAYS**

14  
15 20. In or about March 9, 2008, Plaintiff discovered the same unusual literary  
16 theme, an exact product placement by name, specifically "Pizza Hut," and a similar pool  
17 location, contained in Plaintiff's 1994 screenplay. Unhitched also contained a 'Comedy  
18 Pitch' Plaintiff presented as a sample of his comedy writing in or about September 17,  
19 2007 at Fox Television Studios. The similar scene from Plaintiff's screenplay is using a  
20 swimming pool as the setting for a confrontation between a somewhat heavy set female  
21 and her male significant other as he comments on her diet as she is eating pizza in a pool  
22 setting. The allegedly stolen 'Comedy Pitch' includes: A parent throwing a football to a  
23 child over a pool and yelling "Go Deep!" as in Mr. White's screenplay there was pizza  
24 floating in the pool.  
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28 21. After viewing several episodes of the 'Unhitched' Television Series on Fox

1 during March 2008, and later on the internet, Plaintiff formed the belief that the television  
2 series was very similar to Plaintiff's 1994 Screenplay, and 'Comedy Pitch' given at Fox  
3 Television Studios, incorporating wholly owned original elements therefrom. Plaintiff  
4 alleges confirmation of the above alleged copyright infringements and the theft of  
5 'Comedy Pitch,' beginning in or about March 29, 2008, and reopened a prior investigation.  
6 Plaintiff alleges recent 2008, 2009, and 2010 investigations have uncovered a conspiracy  
7 of alleged fraud by Defendants. Because of the allegedly fraudulent and ongoing theft of  
8 Plaintiff's copyrighted material from 1998 to 2008, Plaintiff is requesting that the 'Three  
9 Year Statute-of-Limitations,' except as it pertains to Fraud, to not be enforceable in this  
10 particular case because of the following factors:  
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14 22. In or about March 2008, Plaintiff watched some of the March 2008 episodes  
15 of the Fox 'Unhitched' television series and then watched missed episodes later on the  
16 internet. In or about March 2, 2008 through March 30, 2008, during the airing of in or  
17 about six television episodes of 'Unhitched,' Plaintiff discovered the same unusual literary  
18 theme, an exact product placement by name, specifically "Pizza Hut," and a similar  
19 swimming pool location, contained in Plaintiff's 1994 screenplay. Unhitched also  
20 contained a 'Comedy Pitch' Plaintiff presented as a sample of his comedy writing in or  
21 about September 17, 2007 at Fox Television Studios in Los Angeles, CA. The similar  
22 scene from Plaintiff's screenplay and Defendants' television series is using a swimming  
23 pool as the setting for a confrontation between a somewhat heavy set female and her male  
24 significant other; the male comments on her diet as she is eating pizza in a swimming pool  
25 setting. The allegedly stolen 'Comedy Pitch' includes: A parent throwing a football to a  
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1 child over a pool and yelling "Go Deep!" As in Mr. White's screenplay, pizza was also  
2 floating in the pool.

3  
4 23. At the end of the series, Plaintiff continued to suspect copyright thefts and  
5 re-opened an earlier investigation of alleged copyright thefts. Plaintiff alleges that the  
6 ensuing legal research on the U.S. Copyright Website in or about March 29, 2008,  
7 confirmed a fraudulent 1989 date on the 1/13/98 'Shooting Draft,' was not the correct  
8 copyright date for the original screenplay for TSAM, nor some other registrations  
9 pertaining to TSAM. The truth is the official copyright date for the original screenplay for  
10 TSAM is 8/13/92. California law states that when a Plaintiff allegedly discovers fraud,  
11 Plaintiff has three years to file a lawsuit, time commencing on date of discovery of fraud,  
12 and not the occurrence. Plaintiff alleges that he has until, in or about, March 29, 2011, in  
13 or about three years from the date he allegedly verified the fraud, to file this case.  
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16  
17 24. After viewing several March 2008 television episodes and the March 2008  
18 advertisements of the Fox 'Unhitched,' Television Series, Plaintiff formed the belief that  
19 the 'Unhitched' television series was very similar to Plaintiff's 1994 Screenplay, and  
20 'Comedy Pitch' given at Fox Television Studios, incorporating wholly owned original  
21 elements therefrom. Although not an expert in copyright law, the similarities between  
22 Plaintiff's screenplay and the defendants' television series 'Unhitched,' were so similar,  
23 that Plaintiff suspected from an earlier investigation, that there may be something  
24 fraudulent about the copyright dates and began researching the extensive entries for  
25 copyright registrations pertaining to TSAM on the U.S. Copyright Office Website. At first  
26 Mr. White found several U.S. Copyright registrations pertaining to TSAM, including the  
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1 1/13/98 'Shooting Draft,' listing a wrong and allegedly fraudulent 1989 copyright date, as  
2 the official copyright date, for the original screenplay for TSAM, under 'previous  
3 registration.' Since this now allegedly fraudulent copyright date came up before in a  
4 previous investigation, as the apparent official copyright date on more than one registration  
5 pertaining to TSAM, Mr. White and his legal advisors did not give it a second thought until  
6 he discovered a discrepancy on the U.S. Copyright Office Website, on March 29, 2008.  
7 After several hours of researching the many registrations pertaining to TSAM, Mr. White  
8 located one registration that listed 8/13/92 as the official copyright date for the original  
9 screenplay for TSAM, and not a 1989 copyright date. (PAu 1-663-163).

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13 25. The discovery confirmed the reason as to why there were similarities  
14 between the Defendants' 'Unhitched' Television series and his 1991 and 1994 screenplays.  
15 By registering the 1/13/98 'Shooting Draft,' and other registrations with a fraudulent 1989  
16 copyright date for the original screenplay for TSAM, it made it appear that all five  
17 Defendants, as co-writers, including Fox, had an earlier 1989 copyright date than  
18 Plaintiff's 3/22/91 screenplay. Mr. White's 3/22/91 screenplay was allegedly stolen from  
19 the Nevada Film Office by the Farrelly Brothers in or about mid April 1992-May 1992.  
20 Although allegedly fraudulent, registering the 1/13/98 'Shooting Draft' with a wrong 1989  
21 copyright date, made it appear that not only had the five Defendants, as cowriters of the  
22 1/13/98 'Shooting Draft,' had acquired a copyright earlier than Mr. White, but it also  
23 made it appear that the Defendants owned the copyrights to the allegedly stolen  
24 copyrighted material for, but not exclusive to, the Defendants' media projects material  
25 listed in this Complaint: (Fraudulent Defendants' 1989 copyright is in or about two years  
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1 earlier than Plaintiff's official 3/22/91 copyright date). If the Defendants had registered  
2 the 'Shooting Draft,' and other registrations pertaining to TSAM with the official  
3 copyright date of 1992, (8/13/92), vs. the fraudulent 1989 date, than it would be obvious  
4 that Mr. White had, and in fact does have, an earlier copyright date than Defendants and  
5 would own, and in fact does own, the copyrights to the stolen copyrighted material listed  
6 in Complaint: (Plaintiff's official 3/22/91 copyright is in or about one year and five months  
7 earlier than Defendants' official 8/13/92 copyright and therefore Mr. White owns the  
8 copyrights to the stolen material).  
9  
10

11 26. Therefore Mr. White owns the copyrights to the stolen comedy material  
12 from his copyrighted works including the content from the in or about twenty pages of  
13 comparisons between Mr. White's stolen screenplays and Defendants' media projects  
14 listed in this Complaint including, but not exclusive to, the following: In addition to the  
15 Farrelly /Conundrum / Fox Television Series 'Unhitched,' Plaintiff discovered several  
16 other copyright infringements for other Defendants' media projects listed in Complaint, all  
17 containing comedy material from Mr. White's stolen copyrighted works, including but not  
18 limited to the Defendants' Fox Television series 'Unhitched,' the Defendants' movie 'Me,  
19 Myself and Irene,' the advertising for the DVD cover for 'Stuck on You,' and the award  
20 winning content and major advertising from Mr. White's 'Fight Scene,' for the movie  
21 TSAM. The in or about six pages, (pages 79-81 & pages 100-102), that were stolen from  
22 Mr. White's copyrighted 1994 screenplay for the movie TSAM, (and the 43 known DVD  
23 Editions for TSAM), and for the grocery store scene in the movie 'Me, Myself, and Irene,'  
24 were instrumental in generating a fraudulent \$1.71 billion in Total Media Sales for  
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1 Defendants (est.). Because Mr. White is not a copyright expert and because the Defendants  
2 did not always steal the copyrighted material verbatim, Mr. White was at first, during the  
3 initial investigation in or about May 2008, having a difficult time convincing lawyers and  
4 law firms of the similarities between his screenplays and the Plaintiff's media projects  
5 listed in this Complaint. It was not until in or about the Summer/Fall /Winter of 2010, and  
6 after assembling in or about twenty pages of information regarding the similarities between  
7 Mr. White's screenplays and the Defendant' media projects, that lawyers agreed that the  
8 'Shooting Draft,' was filed with an alleged fraudulent 1989 copyright date and that there  
9 were alleged copyright thefts.  
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12  
13 27. Because of the allegedly fraudulent and ongoing theft of Plaintiff's  
14 copyrighted material from July 15, 1998 to March 2008, Plaintiff is once again requesting  
15 that the 'Three Year Statute-of-Limitations' not be enforceable in this particular case  
16 because of the following factors:  
17

18 (a) Plaintiff alleges a fraudulent and successful cover up of copyright theft by all  
19 five Defendants, as co-writers, by filing with the U.S. Copyright Office, an allegedly  
20 fraudulent 1989 copyright date for the 'previous registration' for the 1/13/98 "Shooting  
21 Draft" for the movie 'There's Something About Mary.' ("TSAM");(PAu002267910).  
22

23 Plaintiff alleges that considering the checks and balances and the breadth and depth  
24 of three separate corporations, including Twentieth Century Fox Corporation, Conundrum  
25 Entertainment, and Frontier Pictures, and their combined staff, that the odds of various  
26 entertainment industry professionals, including executive producers, five co-writers,  
27 co-directors, producers, lawyers, etc., missing something as important as filing a  
28

1 'Shooting Draft,' for a major motion picture, with an incorrect 1989 Copyright Date, (an  
2 arbitrary creation date), that is in or about three years earlier than the official 8/13/92  
3 copyright date, is a virtual impossibility.  
4

5 28. Although Plaintiff does not take full credit for the success, it is estimated,  
6 (using a formula from AMRO Bank and actual data), Defendants have generated in or  
7 about \$1.71 billion in 'Total Media Sales,' for just two movies, (in or about \$1.19 billion  
8 for just TSAM and in or about \$519 million for Me, Myself, and Irene), using Plaintiff's  
9 copyrighted material, including unusual scenes, unusual locations, and unique characters.  
10 This copyrighted material stolen from Plaintiff screenplay for just defendants media  
11 project TSAM, includes major award winning content, the major advertising including in  
12 or about thirteen out of the fourteen major advertising trailers for the movie TSAM, in or  
13 about 43 known DVD editions for just TSAM, and other advertising promotions including  
14 some movie posters and some outside and inside DVD covers using Mr. White's  
15 copyrighted material. Decter and Strauss called this scene 'One of the Funniest in Film.'  
16  
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18

19 The U.S. Copyright Office did not catch this wrong and allegedly fraudulent  
20 copyright date until Plaintiff verified the discrepancy with an agent of the U.S. Copyright  
21 Office in or about May 2009 and again in or about April 2010 with a motion picture  
22 copyright specialist and a manager in charge of copyright registrations.  
23

24 29. In addition to five Defendants as co-writers, signing and registering the  
25 1998 'Shooting Draft,' for the 1998 movie "TSAM," with the allegedly fraudulent 1989  
26 copyright date, (??/89), instead of the actual 8/13/92 copyright date for the original  
27 screenplay for TSAM, Plaintiff alleges that The Farrelly Brothers orchestrated the dialogue  
28

1 with Defendants and original writers Decter and Strauss, and defendant Producer Frank  
2 Beddor, to cover up the alleged theft by mentioning specific dates that do not line up with  
3 the official 8/13/92 copyright date, (or actual pre-production and production dates), but in  
4 fact support the allegedly fraudulent 1989 copyright date, a difference of in or about three  
5 years: (8/13/92 minus ?/?/89 = in or about 3 years).  
6

7  
8 30. Plaintiff alleges that the research for this case, will reveal that there are  
9 several unique and specific 'directorial instructions' that are allegedly only found in or  
10 about three pages, (pages 79-81), of Mr. White's 1994 Screenplay and in or about two  
11 consecutive scenes for Defendant's Movie TSAM, (Ch.22-23). However these unique  
12 stage directions are found in only both Plaintiff's Screenplay and Defendants' movie  
13 TSAM, but are not found in Defendants' Screenplay (1/13/98 'Shooting Draft.'). These  
14 similar stage directions include but are not limited to some unusual camera angles, unusual  
15 props, an open car window, and specific actors' stage directions, for not only the similar  
16 'Fight Scene,' but also the scene that immediately follows the 'Fight Scene.' Therefore the  
17 allegedly stolen comedy material for the 'Fight Scene,' and the scene that follows the  
18 'Fight Scene,' had to come from Mr. White's allegedly stolen copyrighted screenplay,  
19 because the defendants screenplay, (the 1998 'Shooting Draft'), for the movie TSAM, does  
20 not contain these specific directorial instructions, (that are only found in both Mr. White'  
21 Screenplay and the defendants' movie TSAM). These unique stage directions that are  
22 found in the TSAM 'Fight Scene,' are for the most part in the same chronological order as  
23 found in Mr. White's Screenplay, including but not limited to the scene immediately  
24 following the 'Fight Scene.' However the Plaintiff's screenplay the 1/13/98 'Shooting  
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1 Draft,' is not in the same chronological order as the movie TSAM and Mr. White's  
2 screenplay. Therefore the defendants had to get these stage directions from Mr. White's  
3 screenplay and not their own screenplay, the 1/13/98 'Shooting Draft.'

4  
5 Plaintiff therefore alleges that all five defendants as co-writers then orchestrated  
6 their 'Directors, and Writers Commentaries' to coincide with sixth defendant Frank  
7 Beddor's 'Producers Commentaries.' Plaintiff alleges that all six defendants  
8 commentaries, (including a narrator on a Fox DVD), deceived Plaintiff and copyright  
9 experts, as recently as October 2009, into fraudulently believing the official copyright date  
10 for the original screenplay for TSAM was 1989, instead of officially 1992.  
11

12  
13 31. Plaintiff alleges the following summary of incidences that led to the  
14 discovery of the allegedly fraudulent but successful cover up including but not exclusive to  
15 the following: 1. The Farrelly Brothers in their own words on their own recent 'Director's  
16 Commentaries' both confess to the following in Chapter 22 of recent TSAM DVDs. The  
17 Farrelly Brothers dual confessions take place right before they introduce Mr. White's  
18 'Fight Scene,' (one of the major scenes in question in this 'Complaint'), with the following  
19 confessions:  
20

21  
22 (a) "We kinda stole a lot of "stuff" from people didn't we?" "We wrote very  
23 little when you think about it." "We got a script that Ed Decter and John J. Strauss had  
24 written and got guys to punch it up for us but we took credit." "Yah" "It's amazing they  
25 asked us to do the commentary." This stolen 'Fight Scene' won several major movie  
26 awards for all six defendants and some cast members and was used for in or about thirteen  
27 out of fourteen major advertising trailers for the movie TSAM.  
28

1           32. On several of their Directors' DVD Commentaries, the Farrelly Brothers  
2 admitted to stealing a lot of stuff from people, writing very little of the movie, and not  
3 deserving the credit for the success. Mr. White will however take credit for his 'Fight  
4 Scene,' including his award winning characters, including 'Puffy' (Mr. White's Dusty),  
5 'Magda' (Mr. White's Liz Eard), and Ted (Mr. White's Sam), character in the 'Fight  
6 Scene.' This scene and the characters that were created by Mr. White, were instrumental in  
7 winning several major motion picture awards for not only all six co-defendants, but also  
8 several members of the cast.  
9

10  
11           33. As the following comparisons will demonstrate, this Pilot Episode  
12 co-executive produced and co-directed by Peter and Bobby Farrelly. This episode,  
13 contained not only Mr. White's copyrighted material, for once again not only the major  
14 content for the 'Pilot Episode' but also for the major advertising. The in or about one  
15 minute television advertising spot that introduced the entire Farrelly Brothers / Conundrum  
16 Entertainment/ Fox Televisions series and the in or about 22 minute pilot episode and other  
17 episodes, contained several alleged copyright infringements from Mr. White's allegedly  
18 stolen 1994 Screenplay. The creator(s) of the March 2008 Television Series had copied  
19 directly and substantially from Plaintiff's Screenplay and 'Comedy Pitch.' The similarities  
20 between the Television Series, are so striking that it is a virtual impossibility that the  
21 former could have been created independently from the latter, including inter alia, the  
22 following: (edited for complaint).  
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27           34. RE: The "Peter" and "Bobby" Farrelly/ Conundrum Entertainment/Fox  
28 'Unhitched' Television Series

1 (a) Theme: Plot:

2 35. In addition to a pizza by the pool scene, Plaintiff's Comedy 'Winter Games'  
3 Screenplay deals with a proctologist, a hooker (mistaken), an intoxicated young blonde  
4 female with a Scandinavian\* Accent, an airplane, an airport, three different neighborhood  
5 bars including an Irish Bar in the United States, a cigarette incinerating in a female  
6 character's hand at the bar, and a living room and bedroom setting of the lead male  
7 character as the main setting; Defendant's Television Series: In addition to a pizza by the  
8 pool scene, Defendants' Comedy Television Series deals with a proctologist, a hooker, two  
9 intoxicated young blonde females with Scandinavian\* Accents, airplanes, airports, three  
10 different neighborhood bars including an Irish Bar in the United States, a cigarette  
11 incinerating in a female character's hand at the bar, and a living room and bedroom setting  
12 of the lead male character as the main setting.  
13

14 (Plaintiff's Screenplay: Three Bars: #1: Nightclub: Pg. 93, #2: U.S. Irish Bar: Pg. 31, #3:  
15 Bar: Pg. 93, Airport: Pg. 14, Airplane: Pg. 20, \*Scandinavian Blonde (Swedish Accent):  
16 Pg. 20, 51). Living Room and Upstairs Bedroom of lead character's home: Pgs. 105-107).

17 \* Plaintiff's Screenplay: Intoxicated Scandinavian (Swedish) Blonde with accent;  
18 Defendant's Television Series: Intoxicated Scandinavian (Icelandic-Norse/Danish)  
19 Blondes with accents.  
20

21 (b) Product Placement:

22 36. Plaintiff's 'Winter Games' Screenplay focusing on a pool setting as a male  
23 significant other questions his somewhat heavy set girlfriend about her eating habits when  
24 it comes to pizza. There is pizza floating in the pool; Defendants' Comedy Television  
25  
26  
27  
28

1 Episode focusing on a pool setting as a male significant other questions his somewhat  
2 heavy set girlfriend about her eating habits when it comes to pizza. There is pizza floating  
3 in the pool.  
4

5 37. Plaintiff's Screenplay: Out of the almost endless choices\* for business  
6 product placement for movies, and hundreds of possible fast food product placements in  
7 the world marketplace, "Pizza Hut" is specifically the only fast food placement listed in the  
8 credits; Defendants' Television Series. Out of the almost endless choices\* for business  
9 product placements for television series and hundreds of possible fast food product  
10 placements in the world marketplace, "Pizza Hut" is specifically targeted as an inferior  
11 product to "Round Table" Pizza in the advertising.  
12  
13

14 38. (c) Stolen Comedy Pitch:

15 39. On September 17, 2007 Plaintiff presented the following 'Comedy Pitch' at  
16 Fox Television Studios in Hollywood: An adult yells "Go Deep!!" and then the adult  
17 throws a football to a child who is running and then jumping into a swimming pool to catch  
18 a football. The child is obviously rescued; In the Defendants' major advertising and  
19 content for the 'Unhitched' Television Series, an adult yells "Go Deep!" and then the adult  
20 throws a football to a child who falls into a swimming pool after being hit by a football.  
21 The child is obviously rescued.  
22  
23

24 40. The scene was not only used for the content of the Farrelly / Conundrum  
25 Entertainment /Fox 'Unhitched' Television Series but also for the major advertising. This  
26 scene was also used for the advertising for the March 2008 'Unhitched' Television Series  
27 The advertising followed the Television Series 'Family Guy.' (more comparisons for  
28

1 discovery).

2 END OF UNHITCHED

3  
4 41. RE: The movie: "There's Something About Mary:"

5 The alleged confirmation of a wrong and allegedly fraudulent date discovered in  
6 late March 2008, by Mr. White and the in or about two and a half year ongoing  
7 investigation, reveals that the similarities between the Screenplay and TSAM or 'the  
8 Movie' are so striking that it is a virtual impossibility that the former could have been  
9 created independently from the latter, including inter alia, the following: (edited for  
10 complaint).  
11

12 (a) Props:

13  
14 42. Plaintiff's Screenplay: The main and unusual prop in the unique "Fight  
15 Scene" is an 'upright bag vacuum.' The 'Fight Scene' in TSAM took place in or about  
16 1998. Bag vacuums were becoming outdated in or about 1998. (Pg. 80); Defendant's  
17 Movie TSAM: The main and unusual prop in the unique "Fight Scene" is an 'upright bag  
18 vacuum.' The 'Fight Scene' in TSAM took place in or about 1998. Bag vacuums were  
19 becoming outdated in or about 1998. (Ch. 22).  
20

21  
22 43. To have the same stage direction, specifically an outdated bag vacuum as  
23 the main prop leading into a 'Fight Scene,' between a man and a little dog in both Mr.  
24 White's Screenplay and Defendants' movie TSAM, that is not found in Defendants'  
25 screenplay ('Shooting Draft'), is virtually impossible. The Defendants would have had to  
26 refer to Mr. White's Screenplay for the bag vacuum, because Defendants' Screenplay  
27 does not specifically mention a bag vacuum. (Plaintiff's Screenplay: Pg. 80). (Defendants  
28

1 'Fight Scene:'1/13/98 'Shooting Draft.')

2 44. Plaintiff's Screenplay: A single prop, (a hamburger), is used by Sam to  
3 entice Dusty, the dog, to jump out of specifically an open second story window of a  
4 residence. (Pg.81); Defendants' Movie TSAM: A single prop, (a duster), is used by Ted to  
5 entice Puffy, the dog, to jump out of specifically an open second story window of a  
6 residence. (Ch. 22).  
7

8  
9 45. To have the same unique stage direction, specifically using a single prop, to  
10 entice the little dog to jump out a second story window that is only found in both Mr.  
11 White's Screenplay and the Defendants' movie TSAM, but not Defendants' Screenplay, is  
12 virtually impossible. The Defendants' would have had to refer to Mr. White's screenplay,  
13 because Defendants' Screenplay does not have the stage direction where a single male uses  
14 a single prop to make the dog jump. (Plaintiff's Screenplay: Pg. 81). (Defendants 'Fight  
15 Scene:'1998 'Shooting Draft').  
16

17  
18 46. Mary ("Winter Games" Screenplay) v. Mary ("TSAM.")

19 47. Plaintiff's 'Winter Games' Screenplay: The female lead character is named  
20 Mary, and is described as a blonde, blonde, beautiful, and successful young woman.  
21 (Pgs.20,51).(Successful Pg.65); Defendants' Movie TSAM: The female lead character is  
22 also named Mary, and is described as blonde, beautiful, and successful young  
23 woman.(Ch.1,2,3,4,etc.) (Successful Ch. 11).  
24

25  
26 48. Since the two camera angles from the little dog's POV are only found in both  
27 Mr. White's screenplay and Defendants movie TSAM, but not in defendants screenplay,  
28 (1/13/98 'Shooting Draft,'), the defendants would have to get that scene specific directorial

1 instruction from Mr. White's screenplay.

2 49. Plaintiff's Screenplay: On the same page where the 'Fight Scene' ends, Mr.  
3 White, casts a Toy Poodle. (Pg.81); Defendants' Movie TSAM: (1/13/98 Shooting Draft):  
4 Puffy was originally cast to be a Toy Poodle for the 'Fight Scene.'(Ch.22).  
5

6 50. Plaintiff's Screenplay: For comic effect Liz Eard wears animal print  
7 clothing and has a lizard like face. (Pg.79); Defendants' Movie TSAM: For comic effect  
8 Magda wears animal print clothing and has leathery skin, including her face. (Ch.12 & 22).  
9

10 51. Nowhere in the Defendants' Screenplay, (1998 'Shooting Draft),' does it  
11 mention that Magda wears animal print clothing. Since the movie TSAM and Mr.  
12 White's Screenplay have both the Defendants 'Magda,' and Mr. White's 'Liz Eard,'  
13 wearing animal print clothing, the stage direction had to come from Mr. White's  
14 Screenplay. (Pg.79)  
15

16 52. Plaintiff's Screenplay: During the "Fight Scene," Dusty is pulling on  
17 specifically the cuff of Sam's pants with his teeth and snarling. (Pg. 80); Defendants'  
18 Movie TSAM: During the "Fight Scene," Puffy is pulling on specifically the cuff of Ted's  
19 pants with his teeth and snarling. (Ch. 22).  
20

21  
22 END OF TSAM.

23 53. RE: The movie: Me, Myself, and Irene: (Referred now as the Movie, Irene,  
24 or Me, Myself, and Irene.)  
25

26 54. Plaintiff alleges that because of successful copyright registration of the  
27 wrong and allegedly fraudulent 1989 copyright date for 1998 'Shooting Draft' for TSAM,  
28 in combination with the successful and allegedly fraudulent orchestration of wrong and

1 allegedly fraudulent dates by Farrelly Brothers in their Directors Commentaries, and  
2 Decter and Strauss in their Writers Commentaries, Plaintiff quit watching Defendants  
3 movies for copyright infringements. Ultimately after extensive comparisons were  
4 performed, Plaintiff concluded that the creator(s) of "Irene" had copied directly and  
5 substantially from his Screenplay. The similarities between Irene and Screenplay are so  
6 striking that it is a virtual impossibility that the former could have been created  
7 independently from the latter, including inter alia, the following: (edited for complaint).  
8  
9

10 (a) Props:

11 55. Plaintiff's 'Winter Games' Screenplay: The main props used in the only  
12 grocery store scene are multiple shopping carts full of food pushed by the children of a  
13 single mom, a single magazine, the checkstand #5 microphone, and a fake brand name  
14 embarrassing personal care product. (100-102); Defendants' Movie 'Me, Myself, and  
15 Irene' (Irene): The main props used in the only grocery store scene are multiple shopping  
16 carts full of food pushed by the children of a single mom, a single newspaper, the  
17 checkstand microphone on aisle #5, and a fake brand name embarrassing personal care  
18 product. (Ch. 5 Scene 8).  
19  
20  
21

22 56. Plaintiff's Screenplay: Mort, a male lead in the Screenplay, is a customer on  
23 checkstand #5. He is holding a single magazine that he picked up on grocery checkstand  
24 #5. (Pg.101); Defendants' Movie 'Irene:' Ted, a male lead in 'Irene', is a customer on the  
25 checkstand on aisle #5. He is holding a single newspaper that he picked up near the  
26 grocery checkstand on aisle #5. (Ch.5 Scene 8).  
27

28 (b) Characters:



1           57. Plaintiff's Screenplay: The main male character Mort, still holding a  
2 magazine, is instructed to casually glance around before grabbing the microphone at  
3 checkstand #5. (Directorial Instructions: Pg.101). Defendants' Movie 'Irene:' The main  
4 male character Charlie, still holding a newspaper, casually glances around\* for in or about  
5 thirty seconds before grabbing the microphone at the checkstand on aisle #5). (Ch. 5  
6 Scene 8).  
7

8  
9 END OF IRENE

10           58. Re: The DVD cover for the movie "Stuck on You" (referred herein as the  
11 Movie and/or 'Stuck on You.')

12  
13           (a) Characters

14           59. Plaintiff's Screenplay: There are two white male twins in the screenplay  
15 (Pgs.167-169); Defendants' Movie 'Stuck on You:' There are two white male twins in the  
16 movie.  
17

18           (b) Dialogue

19           60. Plaintiff's 'Winter Games' Screenplay: The only two white male twins in  
20 the Screenplay have an approximate one minute cameo. They are asked how it feels to be  
21 Olympic Champions. One of the white male twins responds with a play on words by  
22 stating: "I felt beside myself." The other twin stated': When you look as much alike as Phil  
23 and I do you often feel beside yourself."(Pg.168); Defendants DVD Cover for 'Stuck on  
24 You:' The last line on the DVD cover for the advertising for the movie about two white  
25 male twins states: "Stuck on You" will leave you beside yourself with laughter!"  
26  
27

28 END OF 'STUCK ON YOU'

**FIRST CLAIM FOR RELIEF**  
**(Fraud as to defendants)**  
**(Against All Defendants)**

1  
2  
3  
4           61. Plaintiff repeats, alleges and incorporates by reference the allegations  
5 contained in this Complaint as though fully set forth herein.  
6

7           62. The Defendants each knowingly and willfully conspired and agreed to  
8 engage in the scheme to defraud Plaintiff described in this Complaint.  
9

10           63. The Defendants committed and caused to be committed one or more overt  
11 and unlawful acts in furtherance of the conspiracy, including but not limited to the acts  
12 described in this Complaint.  
13

14           64. Plaintiff is informed and believes that Defendants credited as, but not  
15 limited to, co-writers and/or producers, and /or co-directors and/or co-executive producers,  
16 in some or all media projects listed in Complaint, had privileged and professional  
17 knowledge of content of Plaintiff's infringed works. The Defendants' fraudulent copyright  
18 registrations, fraudulent and conflicting orchestrations on Defendants' commentaries, and  
19 silence as to the known content of stolen copyrighted content for all Defendants' media  
20 projects listed in Complaint, is part of the ongoing conspiracy by all Defendants.  
21

22           65. At this time Defendants planned to and did utilize the Copyrighted Works  
23 for their own benefit and remuneration for several scenes, some major award winning, in  
24 several media projects listed in Complaint The defendants foregoing conduct was taken  
25 with the primary purpose and intention of defrauding and causing harm to plaintiff which  
26 did, in fact, cause harm to plaintiff, and to receive illegal and ill-gotten gains on an ongoing  
27  
28

1 basis. As a direct result and proximate result of the Defendants' conspiracy to commit  
2 fraud, Plaintiff suffered injuries, damages, or losses in an amount to be determined at trial.  
3 Plaintiff in addition to compensatory damages, is entitled to punitive damages, for such  
4 contemptuous behavior, and as a deterrent against future wrongdoings.  
5

6 **SECOND CLAIM FOR RELIEF**  
7 **(For violation of the Federal Copyright Act, 17 U.S.C. S 101 et seq.)**  
8 **(Against All Defendants)**

9 66. Plaintiff repeats, alleges and incorporates by reference the allegations  
10 contained in this Complaint as though fully set forth herein.

11 67. In or about, March 2, 2008 through March 30, 2008, defendant Fox began  
12 broadcasting "Unhitched," crediting defendants Peter Farrelly and Bobby Farrelly as the  
13 co-executive producers of the Fox Television Series and co-directors of the first pilot  
14 episode thereof.  
15

16 68. Plaintiff alleges upon discovering ongoing infringements for "Unhitched"  
17 and a conspiracy of fraud among all Defendants listed in this Complaint, the original  
18 investigation for other alleged infringements was reopened. The Defendants each  
19 knowingly and willfully conspired and agreed to engage in the scheme to defraud Plaintiff  
20 described in this Complaint.  
21

22 69. As alleged herein above, the named Defendants have willfully and  
23 fraudulently infringed upon Plaintiff's copyright on an ongoing basis, by copying wholly  
24 original elements from Plaintiff's March 22, 1991 and April 11, 1994 screenplays without  
25 any permission, in "Unhitched," and other copyrighted media projects including "Me,  
26 Myself, and Irene," (crediting Farrelly Brothers two of three co-producers, the sole  
27  
28

1 co-directors and two of three co-writers), and “There’s Something About Mary,” (crediting  
2 all five Defendants, Farrelly Brothers, Decter, Strauss and Fox, as co-writers, and the  
3 Farrelly Brothers, sole co-directors and sole co-executive producers), and for the last line  
4 for the major advertising for the DVD cover for the movie “Stuck on You” (crediting the  
5 Farrelly Brothers sole co-writers, sole co-directors and two of four co-producers).  
6

7  
8 70. Upon information and belief, Defendants have thereafter intentionally  
9 broadcast, distributed, published, and otherwise exploited the Screenplay(s) without  
10 authorization, in violation of Plaintiff’s rights.

11  
12 71. Upon information and belief, Defendants have intentionally violated the  
13 Federal Copyright Act, title 17 U.S.C. S 101 et seq., entitling Plaintiff to all damages and  
14 remedies provided by the Act.

15  
16 72. Upon information and belief, Defendants continue to infringe upon  
17 Plaintiff’s copyrights, causing Plaintiff irreparable injury and damage. Said infringements  
18 entitle Plaintiff to actual and statutory damages, injunctive and other relief provided by the  
19 Copyright Act.

20  
21 **THIRD CLAIM FOR RELIEF**  
22 **(Contributory Copyright Infringement)**  
23 **(Against all Defendants)**

24  
25 73. Plaintiff repeats, alleges, and incorporates by reference the allegations  
26 contained in this Complaint as though fully and set forth herein.

27  
28 74. Defendants infringed Mr. White’s copyright by copying the works and by  
distributing, selling, producing, claiming authorship over and/or contributing to claim  
authorship over a television series, two motion pictures, and an advertisement on a DVD

1 cover and/or its screenplays and/or it's scripts that infringed Mr. White's copyrighted  
2 works and derivatives thereof without Mr. White's permission.

3  
4 75. Mr. White is informed and believes that Defendants further infringed Mr.  
5 White's works by publicly claiming ownership rights in the protected works and their  
6 protected derivatives that belonged to Mr. White. Mr. White is informed and believes that  
7 Defendants further infringed Mr. White's protected works by making derivative works  
8 from them and by distributing, selling, producing , claiming authorship over and/ or  
9 or contributing to claimed authorship over a television series, other media projects and/or  
10 scripts that were derived from and infringed Mr. White's copyrighted works and  
11 derivatives without Mr. White's permission.  
12  
13

14 76. Mr. White is informed and believes that all of Defendants' uses of Mr.  
15 White's work all sales of Mr. White's works and all of Defendants' copying of the works  
16 were carried out to exercise control over works for the profit and advantage of the  
17 Defendants.  
18

19 77. Mr. White is informed and believes that Defendants induced, participated,  
20 aided and abetted in and profited from the copying of Mr. White's works by defendants  
21 herein.  
22

23 78. Defendants copied or aided and assisted in the copying of Mr. White's  
24 copyrights works without the permission of Mr. White, infringing his copyright.  
25

26 79. Because of Defendants' acts of contributory copyright infringement, Mr.  
27 White has suffered and will continue to suffer substantial damages to his business in the  
28 form of diversion of trade, loss in income and profits and a dilution of the value of his

1 rights.

2 80. As a further direct result of Defendants' acts of contributory copyright  
3 infringement, Defendants obtained direct and indirect profits they would not have  
4 otherwise realized but for the infringement of Mr. White's works. Mr. White is entitled to  
5 disgorgement of each Defendant's profits directly and indirectly attributed to said  
6 Defendant's infringement of the works.  
7  
8

9 **FOURTH CLAIM FOR RELIEF**  
10 **(For an Accounting)**  
11 **(Against All Defendants)**

12 81. Plaintiff hereby repeats and realleges by reference all facts and allegations  
13 contained in Paragraph 1 through of this Complaint as though fully and completely set  
14 forth in full herein.

15 82. Plaintiff is entitled to full and complete accounting with respect to all  
16 revenues derived by Defendants, in order to determine what profits and/or royalties he is  
17 entitled to.  
18

19 83. The amounts that the Defendants have collected are unknown to Plaintiff  
20 and cannot be ascertained without an accounting. Plaintiff is informed and believes and  
21 thereon alleges that the amount owed to Plaintiff exceeds \$750,000,000.  
22

23 **FIFTH CLAIM FOR RELIEF**  
24 **(For Declaratory Relief)**  
25 **(Against All Defendants)**

26 84. Plaintiff hereby repeats and realleges by reference all facts and allegations  
27 contained in paragraphs 1 through of this Complaint as though fully and completely set  
28 forth in full herein.

1           85. An actual dispute and controversy now exists between the named Defendants  
2 and the Plaintiff's as the ownership/authorship of including but not exclusive to the  
3 television series "Unhitched," the grocery store scene in "Me, Myself, and Irene," the  
4 multi-award winning "Fight Scene", the characters created in that scene for "There's  
5 Something About Mary," and the advertising for last line for DVD cover for the movie  
6 "Stuck on You." Plaintiff contends that he should be credited and paid as creator and  
7 co-producer thereof.  
8

9  
10           86. Plaintiff is informed and believed the names Defendants or each of them  
11 may dispute Plaintiff's contention. Plaintiff, therefore, desires and requests a judicial  
12 determination and declaration of the respective rights and obligations of the parties  
13 regarding "Unhitched," and other Plaintiff's media projects listed herein. Plaintiff seeks to  
14 be credited and paid as a creator and co-producer on all future broadcasts, computer  
15 downloads, DVD releases, licenses, etc., of "Unhitched" and other media projects listed  
16 herein, without exclusion.  
17  
18

19                                 **SIXTH CLAIM FOR RELIEF**  
20                                 **(for State Common Law Unfair Competition)**  
21                                 **(Against All Defendants)**

22           87. Plaintiff hereby repeats and realleges by reference all facts and allegations  
23 contained in paragraphs 1 through of this Complaint as though fully and completely set  
24 forth in full herein.

25           88. Defendants' false or misleading descriptions or representations of fact in  
26 Defendants' commercial advertising or promotion of the television series "Unhitched," the  
27 movie and DVD releases for "Me, Myself, and Irene," and the movie and DVD releases for  
28

1 “There’s Something About Mary,” including but not exclusive to in or about twelve out of  
2 the thirteen advertising trailers, inside and outside DVD covers and movie posters  
3 containing copyrighted characters for “TSAM,” and last line for the advertising for the  
4 DVD cover for the movie “Stuck on You,” misrepresents, among other things, the nature,  
5 characteristics or qualities of Defendants copies and constitutes unfair competition in  
6 violation of the common law of the State of California.  
7

8  
9 89. Plaintiff is entitled to and requests an injunction restraining Defendants and  
10 their representative officers, agent, and employees, and all persons acting in concert with  
11 them, from engaging in any further acts in violation of the common laws of the State of  
12 California. Plaintiff is further entitled to recover from defendants the damages Plaintiff has  
13 sustained and will sustain, and any and all gains, direct and indirect profits and advantages  
14 obtained by Defendants as a result of Defendants’ wrongful conduct alleged above at  
15 at present, the amount of such damages, gains, profits, and advantages cannot be full  
16 ascertained by Plaintiff.  
17  
18

19 90. Since Defendants have acted willfully and with conscience disregard of  
20 Plaintiff’s rights, Plaintiff is also entitled to an award of punitive or exemplary damages,  
21 according to proof.  
22

23 WHEREFORE Plaintiff prays,

24 **ON THE FIRST, SECOND, & THIRD CLAIMS FOR RELIEF**

- 25
- 26 1. For actual damages and profits in excess of \$750,000,000 according to proof.
  - 27 2. That defendants be required to pay to Plaintiff such damages as Plaintiff has  
28 sustained in consequence of Defendants’ infringements of Plaintiff’s copyright and to



1 account for:

2 a. All gains, profits, and advantages derived by defendant by his or her  
3 infringement of Plaintiff's copyright or such damages as the court shall deem proper within  
4 the provisions of the copyright statute, but no less than \$750,000,000.

5  
6 b. That Defendant deliver up to by impounded during the pendency of this action  
7 all copies of said infringing work as in its possession or under its control and deliver up for  
8 destruction all infringing copies and all plates, molds, or other matter used to make  
9 infringing copies.

10  
11 3. For statutory damages, costs and attorney fees.

12  
13 **ON THE FOURTH CLAIM FOR RELIEF**

14 4. For an accounting.

15  
16 **ON THE FIFTH CLAIM FOR RELIEF**

17 5. For declaratory relief to credit and pay Plaintiff as a creator and co-producer of  
18 "Unhitched," "Me, Myself, and Irene," and "There's Something About Mary," and to  
19 credit and pay Plaintiff as a creator and co-producer on all future broadcasts, computer  
20 downloads, DVD releases, licensed, etc. of "Unhitched," "Me, Myself, and Irene," and  
21 "There's Something About Mary," without exclusion.

22  
23 **ON THE SIXTH CLAIM FOR RELIEF**

24 6. For a preliminary and permanent injunction enjoining Defendants from  
25 infringing the copyrights in any manner.

26  
27 7. For actual and profits in excess of \$750,000,000 according to proof.

28 8. That Defendant required to pay to Plaintiff such damages as Plaintiff has

sustained in consequence of Defendants' infringements of Plaintiff's copyright and to account for:

a. All gains, profits, and advantages derived by defendants by his or her infringement of Plaintiff's copyright or such damages as the court shall deem proper within the provisions of the copyright statute, but no less than \$750,000,000.

b. That Defendants deliver up to by impounded during the pendency of this action all copies of said infringing works in its possession or under its control and deliver up for destruction all infringing copies and all plates, molds, or other matter used to make infringing copies.

9. For statutory damages, punitive damages, costs and attorneys' fees.

**ON ALL CLAIMS FOR RELIEF**

10. For costs of suit and interest.

11. For such relief as is just and proper.

DATED: 2/25/11

By: Stoddard White Jr  
Pro Se

Attorneys for Plaintiff STODDARD WHITE JR.

**JURY TRIAL DEMAND**

Plaintiff hereby requests a trial by jury on all issues so triable.

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City: MOUNTAIN VIEW  
State: TX 76150

To: STEVE TOLSKY BROWTH  
215 814-1565  
GENERAL SERVICES DIVISION  
US COURTHOUSE  
310 S. MICHIGAN STREET  
LOS ANGELES, CA 90012

Service: Standard Overnight

Weight: 1.00 LB 15.00 OZ

Dimensions: 10.00 X 6.00 X 4.00

Rate: \$12.00

Reference: 11/11

1 From: 2901 W. GARDNER AVE  
City: MOUNTAIN VIEW  
State: TX 76150

2 To: STEVE TOLSKY BROWTH  
215 814-1565  
GENERAL SERVICES DIVISION  
US COURTHOUSE  
310 S. MICHIGAN STREET  
LOS ANGELES, CA 90012

3 Service: Standard Overnight

4 Weight: 1.00 LB 15.00 OZ

5 Dimensions: 10.00 X 6.00 X 4.00

6 Rate: \$12.00

7 Payment Due: \$12.00



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9 Special Handling: SATURDAY DELIVERY

10 Signature Required: YES

11 Insurance: \$50.00

12 Reference: 11/11

13



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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Stephen J. Hillman.

The case number on all documents filed with the Court should read as follows:

**CV11- 1987 SJO (SHx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

|  |   |
|--|---|
| <b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input checked="" type="checkbox"/><br>STODDARD WHITE JR.  | <b>DEFENDANTS</b><br>TWENTIETH CENTURY Fox, Inc., et al., Conundrum Entertainment, Peter J. Farrelly, Robert L. Farrelly Jr. Frontier Pictures Inc., Edward Decter, John J. Strauss, Frank Beddor, Automatic Pictures, Inc. |
| <b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)<br>STODDARD WHITE JR. 2221 West Grouse Ave., Nampa, ID, 83651<br>(208) 546-4955 cell: (310) 614-3483 | <b>Attorneys</b> (If Known)   |

|  |  |                                       |   |                            |                                       |            |            |                       |                            |                                       |   |                            |                                       |                          |                                       |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
|--|--|---------------------------------------|---|----------------------------|---------------------------------------|------------|------------|-----------------------|----------------------------|---------------------------------------|---|----------------------------|---------------------------------------|--------------------------|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|----------------|----------------------------|----------------------------|
| <b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)<br><br><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)<br><br><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) | <b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b><br>(Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input checked="" type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table> |                                       | <b>PTF</b>  | <b>DEF</b>                 |                                       | <b>PTF</b> | <b>DEF</b> | Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 | Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
|  | <b>PTF</b>   | <b>DEF</b>                            |   | <b>PTF</b>                 | <b>DEF</b>                            |            |            |                       |                            |                                       |   |                            |                                       |                          |                                       |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen of This State  | <input type="checkbox"/> 1   | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |            |            |                       |                            |                                       |   |                            |                                       |                          |                                       |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen of Another State   | <input checked="" type="checkbox"/> 2  | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |            |            |                       |                            |                                       |   |                            |                                       |                          |                                       |                            |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen or Subject of a Foreign Country  | <input type="checkbox"/> 3   | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |            |            |                       |                            |                                       |   |                            |                                       |                          |                                       |                            |   |                            |                                       |   |                            |                            |                |                            |                            |

**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding   
  2 Removed from State Court   
  3 Remanded from Appellate Court   
  4 Reinstated or Reopened   
  5 Transferred from another district (specify): \_\_\_\_\_   
  6 Multi-District Litigation   
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND:  Yes     No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23:  Yes     No                     
 **MONEY DEMANDED IN COMPLAINT:** \$ 750,000,000

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

FRAUD, COPYRIGHT INFRINGEMENT (17 U.S.C.101 et seq) Diversity 28 U.S.C. S 1332

**VII. NATURE OF SUIT** (Place an X in one box only.)

|   |  |  |   |  |  |
|---|--|--|---|--|--|
| <b>OTHER STATUTES</b><br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce/ICC Rates/etc.<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 810 Selective Service<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 875 Customer Challenge 12 USC 3410<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Act<br><input type="checkbox"/> 892 Economic Stabilization Act<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 894 Energy Allocation Act<br><input type="checkbox"/> 895 Freedom of Info. Act<br><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice<br><input type="checkbox"/> 950 Constitutionality of State Statutes | <b>CONTRACT</b><br><input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise<br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property | <b>TORTS</b><br><b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Fed. Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury-Med Malpractice<br><input type="checkbox"/> 365 Personal Injury-Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee<br><input type="checkbox"/> 465 Other Immigration Actions | <b>TORTS</b><br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability<br><b>BANKRUPTCY</b><br><input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>CIVIL RIGHTS</b><br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 444 Welfare<br><input type="checkbox"/> 445 American with Disabilities - Employment<br><input type="checkbox"/> 446 American with Disabilities - Other<br><input type="checkbox"/> 440 Other Civil Rights | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> 540 Mandamus/Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><b>FORFEITURE / PENALTY</b><br><input type="checkbox"/> 610 Agriculture<br><input type="checkbox"/> 620 Other Food & Drug<br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 630 Liquor Laws<br><input type="checkbox"/> 640 R.R. & Truck<br><input type="checkbox"/> 650 Airline Regs<br><input type="checkbox"/> 660 Occupational Safety /Health<br><input type="checkbox"/> 690 Other | <b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt. Relations<br><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act<br><b>PROPERTY RIGHTS</b><br><input checked="" type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSJD Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 |
|---|--|--|---|--|--|

CV11-01987

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

|                           |   |
|---------------------------|---|
| County in this District:* | California County outside of this District; State, if other than California; or Foreign Country |
| Canyon County             | Idaho   |

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

|                           |   |
|---------------------------|---|
| County in this District:* | California County outside of this District; State, if other than California; or Foreign Country |
| Los Angeles               |   |

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

|                                   |   |
|-----------------------------------|---|
| County in this District:*         | California County outside of this District; State, if other than California; or Foreign Country |
| Los Angeles<br>Carson City County | Nevada  |

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties  
**Note: In land condemnation cases, use the location of the tract of land involved**

X. SIGNATURE OF ATTORNEY (OR PRO PER): *Stoddard White* Date 2/25/11

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

| Nature of Suit Code | Abbreviation | Substantive Statement of Cause of Action   |
|---------------------|--------------|--|
| 861                 | HIA          | All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b)) |
| 862                 | BL           | All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)  |
| 863                 | DIWC         | All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))   |
| 863                 | DIWW         | All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))  |
| 864                 | SSID         | All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.  |
| 865                 | RSI          | All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))   |