

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

Index No.:

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MATTHEW QUINN MARTIN, III,

Plaintiff,

Plaintiff designates  
Suffolk County as the  
place of trial.  
The basis of venue  
is Plaintiff's  
residence

-against-

**\*\*\*SUMMONS\*\*\***BOLD FILMS, JAMES J. ALAIMO, III,  
MERCER FILMED ENTERTAINMENT, LLC,  
and WEINSTEIN COMPANY, LLC,

Plaintiff resides at

Defendants.

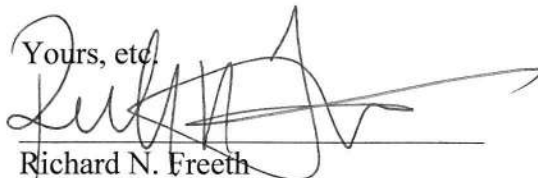
Suffolk County, NY

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**TO THE ABOVE NAMED DEFENDANTS:**

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve notice of appearance, on the plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Stamford, Connecticut  
February 7, 2012

Yours, etc.

Richard N. Freeth  
FREETH & CLAY, LLP  
Attorneys for Plaintiff  
1 Atlantic Street, Suite 302  
Stamford, CT 06901  
(203) 569-2020

## Defendants' Addresses:

Bold Films  
6464 Sunset Blvd., Ste. 800  
Hollywood, CA 90028James J. Alaimo, III  
137 Bowery, 3<sup>rd</sup> Fl.  
New York, NY 10002Mercer Filmed Entertainment, LLC  
137 Bowery, 3<sup>rd</sup> Fl.  
New York, NY 10002Weinstein Company, LLC  
9100 Wilshire Blvd, Suite 700w  
Beverly Hills, CA 90212

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

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MATTHEW QUINN MARTIN, III,

Plaintiff,

-against-

BOLD FILMS, JAMES J. ALAIMO, III,  
MERCER FILMED ENTERTAINMENT, LLC  
and WEINSTEIN COMPANY, LLC,

Defendants.  
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Index No.:

**VERIFIED  
COMPLAINT**

**COMPLAINT**

The Plaintiff, MATTHEW QUINN MARTIN, III, by his attorneys, Freeth & Clay, LLP, complaining of the Defendants, sets forth as follows upon information and belief:

RECITALS

1. The Plaintiff, Matthew Quinn Martin, III, wrote the screenplay for the movie "Sling Shot" (hereinafter referred to as the 'Film').

2. Defendant Bold Films ("Bold") is an independent film finance and production company that is based at 6464 Sunset Boulevard, Suite 800, Hollywood, California.

3. Defendant James J. Alaimo, III, was the director of the Film, and has his principal place of business at 137 Bowery, 3<sup>rd</sup> Floor, New York, New York 10002.

4. Defendant Mercer Filmed Entertainment, LLC is a film company that is based at 137 Bowery, 3<sup>rd</sup> Floor, New York, New York 10002 and bought Mr. Martin's screenplay and produced the subsequent Film.

5. Defendant Weinstein Company LLC is a film distribution company that is based at 9100 Wilshire Boulevard, Suite 700w, Beverly Hills, California 90212 and bought the Film based on Mr. Martin's screenplay and distributed the Film.

6. Mr. Martin and Mercer Filmed Entertainment, LLC ("Mercer") signed a contract entitled 'Screenplay Option and Purchase Agreement' (the "Agreement") whereby Mercer agreed to purchase a screenplay, entitled "Slingshot", from Mr. Martin. A copy of the contract is attached hereto as Exhibit "A".

7. The contract states that the purchase price of the screenplay would be "two and one half (2.5%) percent of the Approved Production Budget of [Slingshot]... less standard exclusions (including, without limitation, overhead of any financing party, insurance costs, contingencies, deferrals, completion bond costs, interest, and other financing costs, if any) (the "Purchase Price"). No less than Five Thousand (\$5,000.00) Dollars shall be payable upon commencement of principal photography, which shall be applicable against the Purchase Price. Notwithstanding the foregoing, the Purchase Price hereunder shall in no event be greater than One Hundred Thousand (\$100,000.00) Dollars."

8. Further, the contract provides, under the section entitled 'Contingent Compensation', that the Plaintiff "shall receive four (4%) percent of one hundred (100%) percent of Producer's net profits derived from the Screenplay ("Producer's Net Profits"), defined and payable in the same manner as for Producer under applicable agreement, if any and on a favored nations basis with Producer, the director of the Picture, and talent.

The amount referred to in this clause shall be payable as and when net profits are received by Producer, if ever.”

9. The contract also provides for assignment of the contract under a section entitled “Assignment”. This section states that the “Producer shall have the right to assign this Agreement or any or all parts of the provisions hereof, provided however, that any such assignment shall obligate the assignee to assume all of Producer’s obligations hereunder.”

10. At some point in time, unknown to the Plaintiff, the rights to the Film were transferred from Mercer to Bold.

11. The Film premiered at the Tribeca Film Festival in 2004.

12. Bold has claimed that the Film has not made any profit and has only grossed \$37,828.00 to date. The Plaintiff alleges that this assertion is untrue.

13. Indeed, the Film was released as a Blockbuster exclusive, when it was released on home video.

14. Further, in 2007, the Film was released by the Weinstein Company on digital video disc (‘DVD’).

15. At some point in time, Home Box Office (‘HBO’) obtained the rights to broadcast the Film, and has aired the Film on its networks a number of times.

16. It is speculated that the Film may have grossed fourteen million (\$14,000,000.00) dollars worldwide since its release.

17. At a minimum, it has been reported that DVD sales alone by July of 2010 grossed one million four hundred thousand (\$1,400,000.00) dollars.

18. Mr. Martin has never been compensated for his work since production has been completed on the Film.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**COUNT ONE: BREACH OF CONTRACT**

19. Mr. Martin realleges and adopts paragraphs 1 through 18 as if fully set forth herein.

20. A valid and enforceable contract exists between the Plaintiff and the Defendants.

21. As a result of their willful conduct, the Defendants breached the contract.

22. Mr. Martin has been damaged by the Defendants breach of contract.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**COUNT TWO: CONVERSION**

23. Mr. Martin realleges and adopts paragraph 1 through 22 as if fully set forth herein.

24. Mr. Martin was entitled to four (4%) percent of one hundred (100%) percent of the net profits derived from the Film under the Agreement.

25. Mr. Martin never received the money that he was entitled under the Agreement.

26. The Defendants did not honor their obligation to pay Mr. Martin as specified within the Agreement.

27. The Plaintiff has been damaged by the Defendants conversion of the money owed to him.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**COUNT THREE: FRAUD**

28. Mr. Martin realleges and adopts paragraph 1 through 27 as if fully set forth herein.

29. Mr. Martin entered into a contract with the Defendants, wherein the Defendants promised to pay Mr. Martin a sum of money based upon the net profits of the Film.

30. The Defendants represented to Mr. Martin that the Film has not made any profits.

31. The Defendants are aware of the actual net profits that the Film has made based upon ticket sales, DVD sales, and television rights.

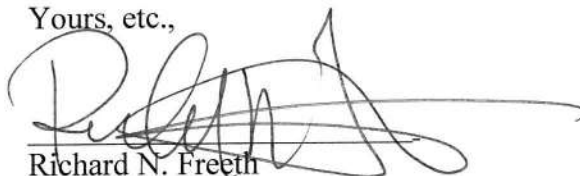
32. Mr. Martin relied upon the Defendants' misrepresentations of the Film's net profits, and has not been paid the contractual amount that he was promised.

33. Mr. Martin has been harmed, as he has not been paid the money owed to him by the Defendants.

WHEREFORE, the plaintiff MATTHEW QUINN MARTIN, III demands judgment against the Defendants for the amount owed to him based upon the Agreement and interest on that amount, together with costs and disbursements.

Dated: Stamford, Connecticut  
February 7, 2012

Yours, etc.,



Richard N. Freeth  
FREETH & CLAY, LLP  
Attorneys for Plaintiff  
1 Atlantic St., Ste. 302  
Stamford, CT  
(203) 569-2020

**VERIFICATION**

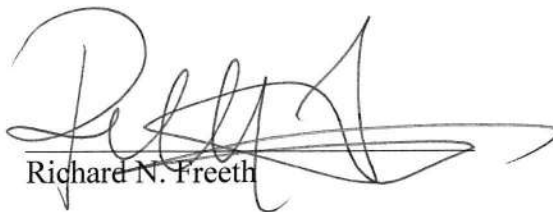
Richard N. Freeth, an attorney admitted to practice in the courts of the State of New York, affirms that the foregoing statements are true under penalties of perjury and states that:

1. I am a member of the law firm of Freeth & Clay, LLP, attorneys herein for the plaintiff.

2. I have read the annexed Complaint and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based on the files maintained in this office.

3. That the reason for deponent instead of plaintiff makes this verification is that plaintiff is not within the county in which I maintain my office.

Dated: Stamford, CT  
February 7, 2012

  
Richard N. Freeth