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GOLD GLOVE PRODUCTIONS, LLC
and RYAN A. BROOKS

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

GOLD GLOVE PRODUCTIONS,
LLC, a California Limited Liability
Company and RYAN A. BROOKS, an
individual,

Plaintiffs,

vs.

DON HANDFIELD, an individual,
TRESSA DIFIGLIA HANDFIELD,
an individual, RANDY BROWN, an
individual, MICHELE WEISLER, an
individual, CHARLES FERRARO, an
individual, JAY COHEN, an
individual, ROBERT LORENZ, an
individual, UNITED TALENT
AGENCY, INC., a California
Corporation, THE GERSH AGENCY,
INC., a California Corporation,
WARNER BROS. PICTURES INC., a
Delaware Corporation, MALPASO
PRODUCTIONS, LTD., a California
Corporation, WARNER BROS.
DISTRIBUTING INC., a Delaware
Corporation, WARNER BROS.
HOME ENTERTAINMENT INC., a

Case No.:

CV 13-07247-DSF (R2x)
COMPLAINT FOR DAMAGES
(1) COPYRIGHT INFRINGEMENT
17 U.S.C. §§ 101, ET SEQ.
(2) CONTRIBUTORY COPYRIGHT
INFRINGEMENT
(3) VICARIOUS COPYRIGHT
INFRINGEMENT
(4) BREACH OF CONTRACT
(5) TORTIOUS INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE
(6) UNJUST ENRICHMENT
(7) CONVERSION
(8) VIOLATIONS OF THE
RACKETEER INFLUENCED AND
CORRUPT ORGANIZATIONS ACT
(RICO) 18 U.S.C. §§ 1961, ET SEQ.
(9) VIOLATIONS OF THE
CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§17200, ET
SEQ.
(10) FALSE PROMISE
(11) BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING
(12) ACCOUNTING

1 Delaware Corporation, WARNER
2 BROS. DOMESTIC TELEVISION
3 DISTRIBUTION, INC., a Delaware
4 Corporation, TW UK HOLDINGS,
5 INC., a Delaware Corporation, and
6 DOES 1 through 10, inclusive,

Defendants.

DEMAND FOR JURY TRIAL

7
8 Plaintiffs Gold Glove Productions and Ryan A. Brooks hereby allege the
9 following:

INTRODUCTORY ALLEGATIONS

10
11 1. There are often events within an industry in which massive amounts
12 of money are earned that reveal a viral-like infection of greed, lack of ethics, and
13 criminal behavior festering therein. We have seen these infections and their fallout
14 within Wall Street, presently within professional sports, and sometimes, within
15 Hollywood. This case is about a conspiracy to steal the body, structure, theme, and
16 soul of a unique, original, copyrighted screenplay from a production company and
17 its owner and the ensuing attempt to camouflage the stolen screenplay, toss the
18 credits to some of the conspirators, and the profits to those either in on the scam or
19 who recklessly turned a blind eye to benefit from the theft. The conspiracy alleged
20 herein, and related cover-up is unprecedented in nature. The acts alleged were
21 mostly intentional and at other times reckless; and, were carried out in a very
22 covert manner. This was a racket, in the sense of intentional, illegal activity.

23 2. The Plaintiff production company, Gold Glove Productions, has just
24 won an Academy Award®, and is a coming force within the industry. Plaintiff
25 Brooks is real and substantive and a bright light within the industry. From 2005 to
26 2006, Plaintiff Gold Glove Productions developed an original screenplay to be
27 produced and distributed about an aging father (depicted in earlier treatments as
28 having the cantankerous characteristics of Clint Eastwood) in the last year of his

1 contract with a baseball organization, fighting a serious health issue, while
2 suffering from an estranged/awkward relationship with his only child, a daughter
3 in her early thirties. Following the death of his wife, the father's dedication to his
4 job in baseball, coupled with the difficulty of raising his young daughter while
5 working in a male-centered sport, culminated in the emotional gap between the
6 father and daughter. He missed most of the important events in her life as she was
7 growing up. The father is irascible, cranky, and unable to communicate easily with
8 his daughter. He clings to the memory of his deceased wife and makes efforts to
9 remain close to her even though she has passed. Since his wife died, he lives in a
10 house that seems empty; it is unkempt and uncared for. The father eats dinner food
11 for breakfast; drives his old car, including crashing it into the garage; and does
12 things his own way. He drinks scotch when upset and curses a bit too much. But,
13 alas, he has a tender side that is revealed in his compassion for a young baseball
14 player, his pride in his daughter and his desire to see her succeed in life. His health
15 issue makes him vulnerable and his daughter moves into his life late in his last
16 baseball season while he attempts to finish his year on a positive note. The
17 daughter has a love/hate relationship with baseball; but, begrudgingly, is an astute
18 fan of the game. As the father and daughter are brought together by his health
19 issue, they awkwardly, but lovingly, reunite with a touching moment in which they
20 play a bit of baseball together. It is the turning point in their relationship. In the
21 end, the father triumphs in his baseball world as his daughter and her new love
22 interest (from within the game), stand behind him. That screenplay described
23 above is *Omaha*, written as a specially ordered and requested work-for-hire for
24 Gold Glove Productions by Don Handfield and Ryan A. Brooks (herein "Brooks"),
25 the owner of Gold Glove Productions. The counterfeit of that screenplay is the
26 strikingly similar *Trouble with the Curve*, which was released by Warner Bros. as a
27 major motion picture on September 21, 2012.

28 3. The seeds of the conspiracy alleged herein, which gave rise to the

1 infringing counterfeit, were sown in late 2008. It was at that time that Gold Glove
2 Productions took Don Handfield to task for having breached a Writer Agreement
3 and doing a substandard job on some final polish work on the script, *Omaha*, while
4 intentionally disregarding specific written and oral instructions from Plaintiff
5 Brooks. Charles Ferraro of United Talent Agency was involved in the dispute on
6 behalf of Don Handfield, whom he represented at the time. There is material
7 evidence and expert testimony from top experts in this industry supporting the fact
8 that Don Handfield was then involved in camouflaging *Omaha* such that it would
9 become *Trouble with the Curve*. This striking similarity is very clear to the
10 ordinary observer. But, the Co-Conspirators did try to dress up their stolen
11 counterfeit version of the original work. The baseball backdrop was changed from
12 the life of a college baseball head coach to the life of a major league baseball scout
13 and a concept from *Moneyball* was employed to try to hide the theft that was
14 taking place.

15 4. Don Handfield's writing style, tics, and persona are like fingerprints
16 and DNA all over *Trouble with the Curve*, which steals the very story noted above
17 from *Omaha*, including aspects from notes by Handfield and Brooks when they
18 worked together on *Omaha* and earlier treatments of *Omaha* (when entitled *Run*
19 *Down*). Handfield's switch from the college baseball backdrop to a pro scouting
20 setting was an easy one for him: The *Omaha* scripts and treatments were infused
21 with references to pro scouts and he had seen many up close on field trips taken
22 with Brooks to various stadiums. Moreover, he had been told all about them by
23 Brooks, who had been heavily scouted himself in high school and college.
24 Handfield's way of writing, his references to country or honky-tonk bars, his habit
25 of using the word "pissed," his tendency to employ bar fight scenes involving
26 broken beer bottles, his employment of dialogue about past wars or war veterans,
27 his favorite practice of writing scenes which incorporate classic older cars, even if
28 in a beat-up condition, and his use of "family photos" to drive home a character's

1 reflection on past memories are present in *Trouble with the Curve*, just as they are
2 also in all permutations of *Omaha* that he wrote with Brooks. They are even found
3 in his other works, including, but not necessarily limited to, *Touchback*.

4 5. The steps that followed are shrouded in a scandalous conspiracy. A
5 man named Randy Brown was fraudulently and illegally announced to have
6 conceived and written the father-daughter baseball screenplay outlined above.
7 This man, at age fifty at the time in question, had but two small writing credits to
8 his entire career and was playing in a band that performed at weddings and gigs at
9 places such as Monty's Steak House. Randy Brown is an imposter in his attempt
10 to take the bows for an original work created and owned by others. His few,
11 controlled, public interviews seem rehearsed and are noticeably flabbergasting to
12 interviewers and the reading or listening audience. He does not come close to
13 providing a colorable story of independent creation. He never once explained to
14 anyone the motivation for the father-daughter story that lies at the heart of this
15 drama (though he will no doubt try to contrive one by the time of trial).

16 6. The counterfeit, infringing script and published and distributed film,
17 *Trouble with the Curve*, is set in the world of baseball scouts, instead of college
18 baseball, the backdrop of the original work. Yet, Randy Brown admitted that he
19 had never traveled with any scouts, never worked as a scout or ever formally
20 studied scouts. In fact, he stopped playing baseball at an early age, and while a
21 general fan of Bay Area teams, he is not steeped in baseball knowledge by any
22 stretch. Randy Brown even admitted he could not remember a single name of any
23 scout with whom he supposedly spoke; but, he claims he somehow was able to
24 create an entire story about a world he essentially knew nothing about. His
25 counterfeit scripts provide not a single dedication to a single scout (although this
26 group of unethical Co-Conspirators might manufacture one). Malpaso
27 Productions, Ltd. (which is Clint Eastwood's production company and the
28 producer of *Trouble with the Curve*), in an effort to cover up Randy Brown's

1 mistakes during his rehearsed interviews, provided the names of supposed scouts
2 to the interviewers, after the interviews of Randy Brown (in which he could not
3 remember a single scout's name) were completed. The names given were, in
4 actuality, those of a former baseball player who has never been a scout and a scout
5 hired by Malpas Productions only after the production of the film began, which
6 rendered it impossible for either of these people to have influenced Randy Brown's
7 alleged writing. The story Randy Brown tells is like a lie told by a four year old
8 who has eaten a box of Oreo cookies and stands before a parent denying he had
9 eaten the cookies while having Oreo crumbs all over his face. This fabrication is
10 an insult to Gold Glove Productions and its founder, Brooks, and the other ethical
11 persons who work in the motion picture business.

12 7. The conspiracy and story evolved to include a producer, Michele
13 Weisler, who had spent most of her career as a below-the-line production manager
14 on horror films. She stated in public interviews that some unnamed friend
15 introduced the virtually unknown writer and wedding singer, Randy Brown, to her
16 and that the two of them rewrote some amorphous romantic comedy that Randy
17 Brown had taken out of a drawer at home (that was never registered with the
18 Copyright Office), and transformed it into a moving father-daughter baseball story,
19 that coincidentally followed the exact structure, themes, plot, and story of the
20 father-daughter baseball story found within *Omaha*. Yet, Michele Weisler neither
21 requested nor received any screenplay credit and Randy Brown, who barely had a
22 credit to his name, received the full (stolen) credit. This is not the custom and
23 practice of this industry. If one were actually involved in a major rewrite of a
24 romantic comedy, transforming it into a dramatic father-daughter piece, under the
25 Writer's Guild of America guidelines, one would qualify for a shared writing
26 credit. Weisler did not take one. She was happy enough with her take from this
27 heist - her first Full Producer credit on a major theatrical release, which is a huge
28 step in her career. For the sake of the conspiracy, she would let the imposter,

1 Randy Brown, take the credit and all the bows for the counterfeit, infringing script
2 written not by her or Brown, but by Handfield, working off of what he wrote
3 earlier in collaboration with Brooks as a commissioned work-for-hire for Gold
4 Glove Productions.

5 8. For good measure, Don Handfield's agent, Charles Ferraro (at United
6 Talent Agency), was also (or ended up also becoming) the agent for Randy Brown,
7 the guy singing at Monty's Steak House and at weddings.

8 9. In short, Don Handfield helped write the original, copyrighted work
9 *Omaha* for Plaintiff Gold Glove Productions as a requested work-for-hire but had a
10 falling out with its founder and creator of that project, college baseball standout,
11 Plaintiff Brooks. Thus, Don Handfield switched the setting, adjusted the
12 trimmings, and gave birth to an infringing counterfeit version of the same story.
13 Suddenly, a fellow who had been singing at weddings and at venues such as
14 Monty's Steak House was represented by Handfield's own super agent; and, out of
15 nowhere, given credit for the counterfeit and infringing script (and story).

16 10. Don Handfield, at this very time had a different film of his own for
17 which he was having a hard time finding distribution. That film was his attempt to
18 mix science fiction with football, two worlds he knows well. It is called
19 *Touchback*. The Gersh Agency, in addition to being tied into this racket through
20 its biddings for and with Defendant Michele Weisler, began playing a major role in
21 digging Don Handfield's film project, entitled *Touchback*, out of trouble, assuring
22 it was sold and distributed. Defendant Jay Cohen, a former investment banker,
23 played a major role in making this happen and upon information and belief during
24 this time period solidified a relationship with Don Handfield. Upon information
25 and belief, Don Handfield informed Jay Cohen about a baseball script he had
26 written that he felt was ready to be produced; but, that he needed help covering up
27 any effort to use the script, as he had written it as a work-for-hire for Gold Glove
28 Productions. Upon information and belief and certain evidence gathered to date,

1 Jay Cohen came to his rescue.

2 11. Specifically, it appears, Jay Cohen slapped the name of his previously
3 owned production company, Cosmic Entertainment, on the cover of a
4 manufactured “old version” of *Trouble with the Curve*. Cosmic Entertainment was
5 Kurt Russell’s former production company, run by Jay Cohen before Cohen joined
6 The Gersh Agency. Kurt Russell “just so happened” to star in *Touchback*.
7 Incidentally (and tellingly), the alleged “old version” of the *Trouble with the Curve*
8 script was never registered with the WGA or copyrighted either. *Touchback* was
9 released at nearly the same time as *Trouble with the Curve*; and, at least one
10 journalist covering the releases of both, attached Don Handfield to both projects.
11 Plaintiffs’ experts and investigators make that connection as well.

12 12. Finally, Robert Lorenz, of Malpasio Productions, used this stolen,
13 infringing script to secure his directorial debut. Lorenz, along with Weisler, claims
14 he also helped rewrite the counterfeit script. If three people had supposedly
15 worked together to do a rewrite, Handfield’s writing DNA should be practically
16 unnoticeable. However, his writing tics and fingerprints undeniably appear all
17 over the *Trouble with the Curve* screenplay. In his own interviews, Robert Lorenz
18 tells his own versions of how this infringing script came together. It must be kept
19 in mind, that had Defendant Malpasio Productions done the proper thing and
20 approached Gold Glove Productions to purchase the script or to engage in a Co-
21 Production deal, Plaintiff Brooks was already attached to the project as a director
22 and Defendant Lorenz would never have had his chance to direct this film. Lorenz
23 suggested in an interview that he was convinced by his wife to do this film because
24 of the father-daughter story. Yet, none of the Co-Conspirators ever explain the
25 genesis of the father-daughter story in any of their interviews even though it was
26 the heart of both *Trouble with the Curve* and the alleged older version thereof. Of
27 course, it also happens to be the heart of *Omaha*. Upon information and belief, it
28 was Robert Lorenz who sent Malpasio agents out to cover up for Randy Brown

1 when he would often freely admit in his limited interviews that he could not
2 remember the name of a single baseball scout.

3 13. Some of these Co-Conspirators even confuse the details of *Omaha*
4 and *Trouble with the Curve* in their interviews, which is easy to do given their
5 striking similarity. Moreover, *Omaha* had been first copyrighted and registered
6 back in 2006, but the copyrights to the counterfeit work were not registered until
7 fifteen months after *Trouble with the Curve* had been given the green light and the
8 film was about to begin filming. This is unheard of and also not consistent with
9 industry custom and practice.

10 14. The specifics of how and when these deals of betrayal were cut, and
11 between exactly how many parties will be further developed through aggressive
12 and hard hitting discovery together with continued research by a team of
13 investigators. However, top tier experts have already discovered the writing
14 fingerprints of those who drafted the counterfeit, infringing script. That, plus
15 various statements from Defendants in public interviews, expose lies at the center
16 of all of this. In short, the Co-Conspirators tell a sinfully fabricated story that is so
17 utterly full of nonsense that it completely lacks credibility.

18 15. An original work is the property of its owner. To steal it is a crime of
19 law and ethics. This industry and, in part, our system of jurisprudence, has been a
20 bit too lax of late in protecting such a sacred set of rights. The recognition and
21 protection of those rights make up valuable parts of the fabric of our great nation.
22 This case is a clarion call for Hollywood to stop making jokes about “stealing” the
23 works of others and to call out cheaters in this industry the same way some in the
24 world of sports are starting to do. Cheating is cheating, in any walk of life and in
25 any manner, and just because one works behind the curtain of Tinsel Town does
26 not make cheating acceptable or proper, especially for those who have such great
27 influence over our society.

28 16. The Defendants are high profile players within Hollywood. The

1 Plaintiff has retained and will present experts with the most stellar credentials and
2 will prove at trial a conspiracy that entails copyright infringement, fraud, a racket,
3 and a cover-up that ran through at least two talent agencies and many powerful
4 players in Hollywood. The evidence will underscore the need for deeper
5 investigations by elected officials into the decay of ethics within the halls of
6 Hollywood.

7 17. Articles have been written suggesting that the courts of law have
8 become bouncers at the door of justice; thereby preventing victims of such greed
9 and avarice from securing a remedy, and thereby shining a light on the
10 degenerating ethics of this darkening industry. This case will serve as a beacon of
11 light for those who wish to follow in an effort to rid the industry of such
12 corruption. This case is built on evidence, hard facts, persuasive expert opinions,
13 investigative reports, common sense, and the exposed egos of those who believe
14 that grown adults can lie egregiously without getting caught because they think
15 they are invincible.

16 **JURISDICTION AND VENUE**

17 18. This is a civil action for violations of the Copyright Act of 1976, 17
18 U.S.C. §§ 101, et seq., violations of the Racketeer Influenced and Corrupt
19 Organizations Act (RICO), 18 U.S.C. §§ 1961, et seq., and violations of various
20 related state laws.

21 19. This Court has subject matter jurisdiction over these federal questions
22 pursuant to 18 U.S.C. § 1964 and 28 U.S.C. §§ 1331 and 1338.

23 20. This Court has supplemental jurisdiction over the related state law
24 claims asserted herein pursuant to 28 U.S.C. § 1367(a).

25 21. Venue is proper in this District pursuant to 18 U.S.C. § 1965 and 28
26 U.S.C. §§ 1391(b) and (c) and 1400(a). As herein alleged, this action arises out of
27 willful, intentional, and unlawful conduct that each of the Defendants, their agents,
28 or their Co-Conspirators either conducted or expressly targeted in various judicial

1 districts within the United States and its territories, including this one, and knew or
2 should have known would lead to the infliction of substantial harm in this state and
3 in this judicial district. A substantial part of the transactions, occurrences, and
4 events giving rise to Plaintiffs' claims occurred within this judicial district. Each
5 of the Defendants named herein have minimum contacts with the United States,
6 this state and this county, and are therefore subject to nationwide service of process
7 under 18 U.S.C. § 1965(d).

8 **PARTIES**

9 22. Plaintiff Gold Glove Productions, LLC (herein "Plaintiff" or "Gold
10 Glove Productions") is a California limited liability company incorporated in 2004
11 (www.goldgloveproductions.com). It is listed by the California Secretary of
12 State's office as an active business and has its principal place of business in Los
13 Angeles, California. It is an energetic film company dedicated to producing
14 motion pictures that depict fundamental human values. Gold Glove Productions
15 has produced and bolstered distribution for acclaimed films such as *The Elephant*
16 *King*, *Harvest of Redemption*, *Slam Planet*, and most notably, the recent Academy
17 Award® winning documentary, *INOCENTE*. Some of the seeds for the original
18 and infringed work, *Omaha*, was planted over thirteen years ago as Brooks, the
19 founder of Gold Glove Productions, was completing the junior year of his college
20 baseball career playing in the College World Series for The University of Texas.

21 23. This is a picture of Gold Glove Production's logo, designed by
22 Brooks himself:



1 24. Plaintiff Ryan A. Brooks (herein “Plaintiff” or “Brooks”) is the
2 founder and sole owner of Plaintiff Gold Glove Productions. Brooks was a
3 standout baseball player during his childhood, in high school, and through college.
4 After several surgeries prevented Brooks from playing baseball professionally,
5 Brooks chose a career in film. As the founder and sole owner of Gold Glove
6 Productions and collaborator on *Omaha*, Brooks is qualified to receive a shared
7 credit for that of his work performed in cooperation with Don Handfield. Based on
8 a determination by Gold Glove Productions, Brooks was to direct the film *Omaha*.

9 25. Defendant Don Handfield (herein “Handfield” or “Co-Conspirator
10 Handfield”) is a screenwriter, novelist, producer, director and owner/partner of The
11 Combine with co-owner/actor Jeremy Renner. The Combine is a production
12 company based in Santa Monica, California. Handfield lives and works in Los
13 Angeles, and from 2005-2006 and in 2008, he worked jointly with Brooks in
14 offices located in Los Angeles, California and on road trips to baseball venues
15 outside of California to write the screenplay *Omaha* as a work-for-hire for Gold
16 Glove Productions. (Handfield first wrote this work-for-hire script for Plaintiff
17 Brooks, and then a later version for Omaha, LLC, Gold Glove Productions’
18 subsidiary company. Both Plaintiff Brooks and Omaha, LLC assigned their rights
19 in and to the work-for-hire scripts and the related copyright registrations to Gold
20 Glove Productions).

21 26. Co-Conspirator Handfield thereafter induced, caused, contributed to
22 and/or encouraged the direct infringement of *Omaha* after a fallout with Gold
23 Glove Productions in late 2008. Upon information and belief, he participated with
24 others in trying to camouflage the theme, the precise father-daughter story, the
25 supporting characters, the plot, the feel and substance of the dialogue, the chosen
26 general backdrop, the mood, and the heart and soul of *Omaha* by writing what
27 became the counterfeit, infringing version thereof: *Trouble with the Curve*. Co-
28 Conspirator Handfield encouraged, induced, caused, contributed to, and aided the

1 direct infringement and other wrongful acts alleged herein, as part of the broad
2 conspiracy alleged herein. Upon information and belief, Co-Conspirator Handfield
3 was able to use the stolen and counterfeited version of *Omaha* in some manner
4 associated with his securing assistance from other Co-Conspirators in resurrecting
5 his otherwise dead and going-nowhere film project, *Touchback*, and for other
6 remunerations. With the assistance of Co-Conspirator Jay Cohen of The Gersh
7 Agency (with which Co-Conspirator Michele Weisler is affiliated), *Touchback* was
8 not so coincidentally released at approximately the same time as *Trouble with the*
9 *Curve*.

10 27. Defendant Randy Brown (herein “Brown” or “Co-Conspirator
11 Brown”) was a bit soap actor who, in 2001-2002, worked briefly as an aspiring
12 writer in episodic television where he received two small credits, one of which was
13 shared. He grew up in San Jose, California, quit playing baseball at the age of
14 fifteen and as of the time of the events in question was a member of a little known
15 band called *The Neighbors*, playing at weddings and venues like Monty’s Steak
16 House throughout California and Las Vegas. Prior to the events in question, Co-
17 Conspirator Brown had never received any screenplay credits, and has implicitly
18 admitted in his few, limited interviews that he did not do the independent research
19 necessary to write the infringing work *Trouble with the Curve*. Through the events
20 in question, Co-Conspirator Brown was announced as being represented by the
21 same talent agent as Co-Conspirator Handfield, that agent being Co-Conspirator
22 Charles Ferraro at United Talent Agency. Brown participated in, induced, caused,
23 encouraged, contributed to, and aided the direct infringement and other wrongful
24 acts alleged herein by agreeing to falsely take the sole writing credit for the
25 counterfeit, infringing screenplay, *Trouble with the Curve*, as part of the broad
26 conspiracy alleged herein. Co-Conspirator Brown lives in Calabasas, California
27 and performed the acts alleged herein within the State of California. Brown
28 received credit for falsely claiming he was the original author of the story and

1 themes set forth in *Trouble with the Curve*. He also was paid for the rights in and
2 to the counterfeited, infringing, and stolen work and has received many other
3 significant economic benefits for his part in this corrupt conspiracy, including
4 receiving the giveback from the ring of Co-Conspirators of signing his little known
5 band to record a musical track for the infringing work, *Trouble with the Curve*.

6 28. Defendant Tressa DiFiglia Handfield (herein “DiFiglia” or “Co-
7 Conspirator DiFiglia”) is an actress, screenwriter and producer, and has been
8 married to Co-Conspirator Handfield since February 14, 2008. She resides with
9 him in Los Angeles, California. In 2008 she worked in part with Co-Conspirator
10 Handfield on the original script *Omaha* as a work-for-hire for Omaha, LLC, a
11 subsidiary of Plaintiff Gold Glove Productions. Upon information and belief, she
12 assisted Co-Conspirator Handfield in preparing the counterfeit and infringing
13 screenplay, *Trouble with the Curve*. Upon information and belief, Co-Conspirator
14 DiFiglia induced, encouraged, caused, contributed to, and aided the direct
15 infringement and other wrongful acts alleged herein, as part of the broad
16 conspiracy alleged herein. DiFiglia is partnered in life and work with Co-
17 Conspirator Handfield and received all or some of the economic benefits and other
18 career benefits flowing to and through Co-Conspirator Handfield from the corrupt
19 and unethical acts of which he was a part.

20 29. Defendant Charles Ferraro (herein “Ferraro” or “Co-Conspirator
21 Ferraro”) is a literary agent at Defendant United Talent Agency in Beverly Hills,
22 California, who, as of the events in question, was representing both Co-Conspirator
23 Handfield and Co-Conspirator Brown. At all times alleged herein, Ferraro acted as
24 an agent for, and on behalf of, Defendant United Talent Agency. Ferraro was
25 involved in an earlier legal dispute between Plaintiff Gold Glove Productions and
26 Co-Conspirator Handfield, and through such involvement had direct access to the
27 original work entitled *Omaha*, the producer’s notes for further development thereof
28 and at least one draft thereof (and upon information and belief, possibly the work

1 product, notes, and treatments related thereto). Co-Conspirator Ferraro induced,
2 caused, contributed to, encouraged, and aided the direct infringement and other
3 wrongful acts alleged herein, as part of the broad conspiracy alleged herein. Co-
4 Conspirator Ferraro received commissions and other economic remuneration as the
5 result of representing the imposter (Brown) who was given the sole screenplay
6 credit for the stolen original work of another.

7 30. Defendant Michele Weisler (herein “Weisler” or “Co-Conspirator
8 Weisler”) is a producer represented by Defendant The Gersh Agency. She has
9 made a career of primarily working on horror films as a below-the-line Production
10 Manager. She has no experience as a credited screenplay writer. She was for
11 periods of time at the epicenter of the conspiracy alleged herein, controlled many
12 of Co-Conspirator Brown’s interviews relating to his false and misleading credit as
13 the creative source for the original story told in *Trouble with the Curve*, and lied
14 about the “so called” independent creation of the counterfeit, infringing script
15 *Trouble with the Curve*. Co-Conspirator Weisler induced, caused, contributed to,
16 encouraged, and aided the direct infringement and other wrongful acts alleged
17 herein, as part of the broad conspiracy alleged herein. Co-Conspirator Weisler
18 achieved her first Full Producer credit on a major motion picture theatrical release
19 in part as a result of her wrongful and illegal actions alleged herein, in addition to
20 receiving other financial remunerations.

21 31. Defendant Jay Cohen (herein “Cohen” or “Co-Conspirator Cohen”) is
22 a partner, Vice President of, and head of the Independent Film and Finance &
23 Distribution division at Defendant The Gersh Agency. Cohen formerly worked on
24 Wall Street raising capital and learning his sense of ethics in that environment,
25 which he apparently imported into his Hollywood life. He has produced feature
26 films and television films. He previously formed Cosmic Entertainment with
27 others, including Kurt Russell. He produced and self-financed the television show
28 *Swimming with Sharks*. Upon information and belief, Cohen came to know Co-

1 Conspirator Handfield prior to or in the early stages of the events alleged herein
2 and was, in part, involved in the alleged racket, including the part where Handfield
3 delivered a counterfeited, stolen, and infringing work eventually entitled *Trouble*
4 *with the Curve* to one or more of the Co-Conspirators. Simultaneously, it presently
5 appears Cohen assisted Handfield in resurrecting his then “dead” or, at least
6 struggling, film project, *Touchback*, by securing a distribution deal for the film. It
7 should also be noted that Cohen represents the star actor of *Touchback*, Brian
8 Presley. In addition, Cohen assisted in covering up the theft of the stolen,
9 infringing story/script by putting his former company’s name, Cosmic
10 Entertainment, on a counterfeit “older version” of *Trouble with the Curve* – which
11 was ginned up after the fact to create a false defense for the Co-Conspirators.
12 Cohen acted as an agent for and on behalf of Defendant The Gersh Agency.
13 Cohen induced, encouraged, caused, contributed to, and aided the direct
14 infringement and other wrongful acts alleged herein, as part of the broad
15 conspiracy alleged herein. Co-Conspirator Cohen’s agency received commissions
16 or compensation arising out of Defendant Weisler’s involvement in *Trouble with*
17 *the Curve* and in connection with Cohen’s work in securing the distribution deal
18 for *Touchback*. Additionally, The Gersh Agency and Cohen received other perks,
19 remuneration, and benefits as a result of Cohen’s illegal and wrongful acts as
20 alleged herein.

21 32. Defendant Robert Lorenz (herein “Lorenz” or “Co-Conspirator
22 Lorenz”) is a producer -- and now a director, as a result of making his directorial
23 debut in connection with the infringing production and release of *Trouble with the*
24 *Curve*. Lorenz is known for collaborating with the esteemed Clint Eastwood at
25 Defendant Malpaso Productions. Lorenz oversees all aspects of the films produced
26 at Malpaso Productions, from development through every stage of production,
27 marketing, and distribution. Upon information and belief, Co-Conspirator Lorenz
28 induced, caused, encouraged, contributed to, and aided the direct infringement and

1 other wrongful acts alleged herein, as part of the broad conspiracy alleged herein.
2 Lorenz is included as a Defendant herein because, among other evidence, he gave
3 interviews about the genesis of the infringing script that are inconsistent, dishonest,
4 and not fully credible, as further alleged herein. Additionally, an employee or
5 employees of Malpasio Productions, acting under Lorenz's direction, covered for
6 Defendant Brown following interviews where his answers did not conform to the
7 rehearsed lie created to cover Defendants' robbery of an original work belonging
8 to a company they believed did not have the industry clout, temerity or internal
9 fortitude to bring suit. Lorenz benefited because the infringing, counterfeit script
10 was a simple script to film without spectacle or special effects, and hence a perfect
11 candidate for his directorial debut. Members of his family appeared in the film and
12 he collected numerous remunerations from his wrongful conduct. Moreover,
13 Lorenz knew Co-Conspirator Weisler dating all the way back to one of the first
14 movies on which he was paid to work, the Roger Corman horror film, *Slumber*
15 *Party Massacre III*, released in 1990. In interviews, Co-Conspirator Lorenz
16 attempts to act casual about his history with Weisler referring to her once as some
17 "gal." He lied when he said that *Trouble with the Curve* was shot in Atlanta,
18 Georgia because the imposter screenplay writer, Co-Conspirator Brown, was from
19 there. In actuality, Co-Conspirator Brown is from San Jose, California. *Trouble*
20 *with the Curve* was filmed in Georgia, not because Brown was from there, but
21 because of the tax incentives offered. Co-Conspirator Lorenz's interviews are a
22 patchwork of inconsistency and complicity.

23 33. Defendant United Talent Agency, Inc. (herein "UTA" or "Co-
24 Conspirator UTA") is a California corporation registered to do business in
25 California in 1991. It is listed by the California Secretary of State's office as an
26 active business and has its principal place of business in Beverly Hills, California.
27 UTA is a global talent and literary agency that represents film and television
28 actors, directors, producers, screenwriters, literary authors, journalists, musicians,

1 corporations, and creators of mobile, online and gaming content. UTA packages
2 film, television, and video game projects. Additionally, UTA provides branding,
3 licensing, and marketing services. Its principal divisions are motion pictures,
4 television, alternative television, digital media, books, music, marketing, and
5 production. Co-Conspirator Ferraro, acting on UTA's behalf, induced,
6 encouraged, caused, contributed to, and aided the direct infringement and other
7 wrongful acts alleged herein, as part of the broad conspiracy alleged herein. Upon
8 information and belief, one or more persons at UTA induced, encouraged, caused,
9 contributed to, and aided the direct infringement and other wrongful acts alleged
10 herein, as part of the broad conspiracy alleged herein. These persons are sued
11 presently as DOE Defendants below.

12 34. Defendant The Gersh Agency, Inc. (herein "The Gersh Agency" or
13 "Co-Conspirator The Gersh Agency") is a California corporation registered to do
14 business in California in 1949. It is listed by the California Secretary of State's
15 office as an active business and has its principal place of business in Beverly Hills,
16 California. The Gersh Agency is a full service, bi-coastal talent agency with eight
17 departments: talent, feature literary, television literary and packaging, production,
18 theater, comedy, sports, and marketing. Co-Conspirator Cohen, acting on The
19 Gersh Agency's behalf, induced, caused, encouraged, contributed to, and aided the
20 direct infringement and other wrongful acts alleged herein, as part of the broad
21 conspiracy alleged herein. Upon information and belief one or more persons at
22 The Gersh Agency induced, caused, encouraged, contributed to, and aided the
23 direct infringement and other wrongful acts alleged herein, as part of the broad
24 conspiracy alleged herein. These persons are sued presently as DOE Defendants
25 below.

26 35. Defendant Warner Bros. Pictures Inc. (herein "WBPI" or "Co-
27 Conspirator WBPI") is a Delaware corporation registered to do business in
28 California in 2003, but is currently listed by the California Secretary of State's

1 office as a “surrendered” business. Upon information and belief, WBPI was
2 involved in the production, distribution, licensing, sale, publishing, and
3 exploitation through various media outlets, without Plaintiff Gold Glove
4 Productions’ consent, of the infringing work entitled *Trouble with the Curve*, and
5 procured illegally gained revenues and profits in connection therewith. In addition,
6 WBPI further induced, caused, contributed to, encouraged, and aided the direct
7 infringement and other wrongful acts alleged herein.

8 36. Defendant Warner Bros. Entertainment, Inc. (herein “WBEI” or Co-
9 Conspirator WBEI”) is a Delaware corporation, which was registered in the state
10 of California to do business in 2003 and is listed by the California Secretary of
11 State’s Office as an active business. Its principal place of business is in Burbank,
12 California. WBEI is a major motion picture studio involved in all facets of
13 production and distribution of motion pictures. Upon information and belief,
14 WBEI was involved in the production, distribution, licensing, sale, publishing, and
15 exploitation through various media outlets, without Plaintiff Gold Glove
16 Productions’ consent, of the infringing work entitled *Trouble with the Curve*, and
17 procured illegally gained revenues and profits in connection therewith. WBEI also
18 owns the copyright to the soundtrack that was produced in parallel to the film,
19 which features Co-Conspirator Brown’s little known band in the soundtrack. In
20 addition, WBEI further induced, caused, contributed to, encouraged, and aided the
21 direct infringement and other wrongful acts alleged herein, and aided the
22 conspiracy alleged herein.

23 37. Defendant Malpaso Productions, Ltd. (herein “Malpaso” or “Co-
24 Conspirator Malpaso”) is a California corporation registered to do business in
25 California in 1983 and currently listed by the California Secretary of State’s office
26 as an active business in California. Its principal place of business is in Burbank,
27 California on the Warner Bros. studio lot. Malpaso is the esteemed Clint
28 Eastwood’s long-time production company, which through the acts of Co-

1 Conspirator Lorenz and others, used and exploited the infringing work product
2 found within the infringing script entitled *Trouble with the Curve*, and in so doing
3 infringed upon the copyrights held by Gold Glove Productions in the substantially,
4 if not strikingly similar screenplay, *Omaha*. Upon information and belief, Malpaso
5 Productions produced the infringing motion picture *Trouble with the Curve* for
6 distribution by one or more Warner Bros. entities, under an arrangement where
7 Malpaso Productions would be paid production fees and then share in the profits of
8 the film as contracted between the parties. In doing so, Malpaso induced, caused,
9 encouraged, materially contributed to, and aided the infringing conduct of the
10 Defendants, certain of whom thereafter distributed, sold, licensed, published or
11 otherwise exploited the infringing work, in whole or in part, all without Plaintiff
12 Gold Glove Productions' consent. Notably, persons working for Malpaso
13 attempted to cover for Co-Conspirator Brown when he failed to follow the cover
14 up story by forgetting the names of scouts he supposedly interviewed.

15 38. Defendant Warner Bros. Distributing Inc. (herein "WBDI" or Co-
16 Conspirator WBDI") is a Delaware corporation, and is currently listed by the
17 California Secretary of State's office as an active business in California. Its
18 principal place of business is in Burbank, California. Upon information and belief,
19 WBDI was involved in the distribution, licensing, sale, copying, publishing, and
20 exploitation through various media outlets, without Plaintiff Gold Glove
21 Productions' consent, of the infringing work entitled *Trouble with the Curve*, and
22 procured illegally gained revenues and profits in connection therewith. In addition,
23 Defendant WBDI further induced, caused, contributed to, encouraged, and aided
24 the direct infringement and other wrongful acts alleged herein.

25 39. Defendant Warner Bros. Home Entertainment Inc. (herein "WBHEI"
26 or "Co-Conspirator WBHEI") is a Delaware corporation, and is currently listed by
27 the California Secretary of State's office as an active business in California. Its
28 principal place of business is in Burbank, California. Upon information and belief,

1 WBHEI was involved in the distribution, licensing, sale, copying, publishing, and
2 exploitation through various media outlets, without Plaintiff Gold Glove
3 Productions' consent, of the infringing work entitled *Trouble with the Curve*, and
4 procured illegally gained revenues and profits in connection therewith. In addition,
5 Defendant WBHEI further induced, caused, contributed to, encouraged, and aided
6 the direct infringement and other wrongful acts alleged herein.

7 40. Defendant Warner Bros. Domestic Television Distribution, Inc.
8 (herein "WBDDTI" or "Co-Conspirator WBDDTI") is a Delaware corporation,
9 and is currently listed by the California Secretary of State's office as an active
10 business in California. Its principal place of business is in Burbank, California.
11 Upon information and belief, WBDDTI was involved in the distribution, licensing,
12 sale, copying, publishing, and exploitation through various media outlets, without
13 Plaintiff Gold Glove Productions' consent, of the infringing work entitled *Trouble*
14 *with the Curve*, and procured illegally gained revenues and profits in connection
15 therewith. In addition, Defendant WBDDTI further induced, caused, contributed
16 to, encouraged, and aided the direct infringement and other wrongful acts alleged
17 herein.

18 41. Defendant TW UK Holdings, Inc. (herein "TWUKHI" or Co-
19 Conspirator TWUKHI") is a Delaware corporation. TWUKHI wholly owns its
20 subsidiary "Time Warner Entertainment Limited" which is the parent company to
21 "Warner Bros Distributors Ltd" in the United Kingdom. Upon information and
22 belief, Defendant TWUKHI was involved in the distribution, licensing, sale,
23 copying, publishing, and exploitation through various media outlets, without
24 Plaintiff Gold Glove Productions' consent, of the infringing work entitled *Trouble*
25 *with the Curve*, and procured illegally gained revenues and profits in connection
26 therewith. In addition, Defendant TWUKHI further induced, caused, contributed
27 to, encouraged, and aided the direct infringement and other wrongful acts alleged
28 herein.

1 42. Plaintiffs are informed and believe, and based thereon allege, that
2 each of the fictitiously named Defendants identified in the caption hereinabove as
3 Does 1 through 10, inclusive, is in some manner responsible or legally liable for
4 the actions, damages, events, transactions, and occurrences alleged herein. The
5 true names and capacities of such fictitiously named Defendants, whether
6 individual, corporate, associated or otherwise, are presently unknown to Plaintiffs.
7 Plaintiffs will timely amend this Complaint to assert the true names and capacities
8 of such fictitiously named Defendants when the same have been ascertained. For
9 convenience, each reference herein to the Defendants collectively shall also refer to
10 the Doe Defendants and each of them.

11 43. Finally, Plaintiffs are informed and believe, and based thereon allege,
12 that at all times relevant hereto, each of the Defendants was the agent, Co-
13 Conspirator and/or representative of each of the other Defendants herein during the
14 events alleged; that at all times relevant hereto each of the Defendants was acting
15 within the course and scope of such agency, conspiracy or representation, and that
16 each of the Defendants is jointly and severally responsible and liable for the
17 damages that are herein alleged to have been sustained, except as otherwise alleged
18 at the time of trial.

19 **GENERAL FACTUAL ALLEGATIONS**

20 **I. RYAN A. BROOKS**

21 44. The founder and sole owner of Plaintiff Gold Glove Productions is
22 Plaintiff Ryan A. Brooks. Brooks was born on November 12, 1978 and raised in
23 Houston, Texas. From pre-kindergarten through 8th grade, Brooks attended school
24 in Houston, Texas. He was introduced to his childhood passion of baseball by his
25 father. After great success in the Post Oak Little League, Brooks at the young age
26 of thirteen (13), earned a place on the United States National Baseball Team.
27 During high school, Brooks was a standout for the perennially nationally known
28 Bellaire Cardinals. In fact, Brooks earned the distinction as the first high school

1 freshman in Texas history to play in the state 5A championship game.

2 45. Brooks was later inducted into the Bellaire Air High School Baseball
3 Hall of Fame in 2004. Below is a photograph of his trophy.



19 Thereafter, he was one of the few in America selected to participate in numerous
20 national showcases, including the Team USA Junior Trials (Brooks' jersey is
21 pictured on the following page).

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He drew the attention of many Major League and college scouts. Brooks showed Handfield his uniforms, awards, and articles about his time as a top prospect and the scouts he was attracting. During his career as a decorated high school baseball standout at third base, Brooks was recruited by numerous scouts, but ultimately chose to play for Georgia Tech in Atlanta. Following his freshman year he transferred to the University of Texas-Austin (herein “UT”) to fulfill a childhood dream. While at UT, Brooks played third base and helped lead the Longhorns back to the College World Series in 2000. He also received UT’s coveted Teammate of the Year Award and was an All-Big 12 Conference third baseman.

46. Brooks met many of the older, irascible, four-letter-word-hurling high school, college, and professional baseball coaches and scouts. Brooks was scouted by professional teams, immersed in that culture and, but for injuries, would have played at the professional level.

47. Instead, Brooks chose a career in film. He started out in the Austin, Texas independent film scene. Brooks was employed to shoot EPK videos for companies in the Central Texas area. Brooks also took acting classes and landed

1 an agent in Austin, a town in which there was always a sense of unity and
2 forthrightness.

3 48. From there, Brooks was booked for roles in commercials, short films,
4 and some very low budget indie features. During this time, Brooks studied the
5 entire process of how films are made, from the creation of the written script
6 through the gathering of financing and the creative talent and finally through
7 production and distribution. As a result, in 2002, Brooks produced his first
8 independent film which was accepted into the Austin Film Festival.

9 49. It was also during this time that Brooks' mother was told that the
10 cancer she had fought into remission had returned and that it was now terminal.
11 Brooks was by her side during her fight with cancer until July 22, 2003 when she
12 passed. During the time Brooks spent by the side of his dying mother, she shared
13 with him how being estranged from her father her entire life had made her feel;
14 and, that this was still unsettling to her. Brooks observed the emotions of a
15 daughter estranged from her father and the emotions of a person in the final
16 chapter of her life. He became driven to tie together a story including elements of
17 his baseball career with those emotions expressed by his mother, a daughter
18 estranged from her father, and with the issue of the real life difficulties involved in
19 battling a serious illness later in life. As the story evolved, Brooks was able to
20 draw more and more from his baseball experiences and include things like the
21 unforgettable characters who paced the baseball dugouts and stadiums as irascible,
22 cursing men, often lost in the game and in their past; whether coaches, managers or
23 scouts.

24 50. After his mother, whom he loved very much, passed away, Brooks
25 moved to Los Angeles and established the production company Gold Glove
26 Productions, LLC in 2004, with offices located in West Hollywood. Brooks had a
27 burning story to tell, to produce, to direct and to share with the world.

28 ///

II. GOLD GLOVE PRODUCTIONS, LLC

51. While trying to figure out how to tell the story of an irascible baseball coach, manager, player or scout type character facing illness in the last chapters of his life and a daughter estranged from her father, Brooks set up the Gold Glove Productions offices in 2004 and went about filmmaking quickly. Gold Glove Productions first produced *Slam Planet*, a feature length documentary chronicling rival slam poets from New York City, New York and Austin, Texas as they prepared for the National Poetry Slam. This highly acclaimed documentary went on to win an Audience Choice Award at the prestigious SXSW Film Festival.

52. Brooks also went on to be an executive producer on award winning films *The Elephant King* and *Harvest of Redemption*. He also directed and produced a video of the Grammy® Award winning rap artist, Coolio, for Rapid Change Entertainment.

53. In the midst of an early launch to a promising career, Brooks never let go of his baseball, father-daughter movie project. He had shaped the initial story; but needed to commission a writer on a work-for-hire basis who could develop a screenplay befitting of the emotions tied into the story that had been growing in Brooks' life and mind. Brooks hired Handfield in January of 2005 and requested that he collaborate on and prepare such a script on a work-for-hire basis.

54. The facts concerning Handfield's subsequent betrayal and the conspiracy in which he became involved and that resulted in the infringement, conversion, and theft of Brooks' unique story concept (and what is Gold Glove Productions' copyrighted work) are alleged below.

55. Most recently, Gold Glove Productions was a moving force behind the production of the recent Academy Award® winning documentary, *INOCENTE*. The initial idea for this documentary came to the attention of Brooks in January 2008. It's a story about an undocumented teenage girl, Inocente Izucar, who stands out for her artistic passion, painted face, and canvas paintings.

1 56. Inocente seeks to rise above a background of homelessness and abuse
2 through her art. Brooks was motivated to produce this documentary to shine a
3 light on the extraordinary resilient spirit in women. The film, *INOCENTE*, exposes
4 the fact that one in forty-five children in America is homeless. It chronicled the
5 hardships and triumphs of Inocente's daily life in San Diego as she prepared for
6 her first art exhibition, all the while without having a permanent home. At the end
7 of this moving film, Inocente mentions her dream (one of many): to have her work
8 shown in New York City, which to her is the Mecca of the art world. Indicative of
9 Brooks' personal and professional character, his Gold Glove Productions' team
10 organized and financed a screening of the film that was followed by an exhibition
11 of Inocente's work at the Tribeca Grand Hotel in New York City, allowing her to
12 keep 100% of the proceeds from the evening (pictured below).



25 57. Thanks to the compassionate and passionate commitment of the Gold
26 Glove Productions team, Inocente sold 24 of 30 original paintings, along with 25
27 prints. Shortly after, *INOCENTE* was nominated for an Academy Award®, and
28 Brooks approached the distributor about redesigning Inocente's personal website,

1 www.inocenteart.com, in order to allow her to sell her work online, taking full
2 advantage of the huge window of opportunity presenting itself to her. Upon
3 learning that there was no money in the budget for this, Brooks elected to pay for
4 the redesign personally. Brooks and Gold Glove Productions also spearheaded the
5 Oscar P.R. campaign, resulting in articles in *Vanity Fair*, *People*, *Teen Vogue*, and
6 *Details* prior to Oscar Sunday, all of which drove readers to Inocente's personal
7 website.

8 58. Gold Glove Productions is committed to producing films with
9 redemptive qualities and its owner stands on the principle that integrity is an
10 essential element of every film production: integrity in business dealings, integrity
11 in presenting an issue, person or circumstance through the medium of a motion
12 picture, and integrity in all deeds. Gold Glove Productions is now bi-coastal with a
13 presence in both Los Angeles, California and Brooklyn, New York.

14 59. Below is a picture of Brooks and Inocente on Oscar Night:



1 **III. DON HANDFIELD**

2 60. Co-Conspirator Handfield was born in Indiana and spent part of his
3 younger and teen years in Herndon, Virginia where he graduated from Herndon
4 High School in 1989. Among other things, Virginia claims to be the “clogging
5 capital of the world” (“clogging” appears in the infringing script and in a scene in
6 the film *Trouble with the Curve*, which was “supposedly” written by San Jose
7 native Co-Conspirator Brown) and Herndon itself had many fairs and festivals that
8 involved clogging at and around the time Co-Conspirator Handfield lived there.
9 Handfield’s experiences in Virginia and the neighboring states are evident in
10 *Trouble with the Curve*.

11 61. As a young boy, Co-Conspirator Handfield was a follower of science
12 fiction. He attended Ohio State University. In his autobiography, he stated that he
13 changed his college major from theater performance to television broadcasting (it
14 should be noted that the Johnny character in *Trouble with the Curve*, played by
15 Justin Timberlake, was striving to be a television sports broadcaster). It was at
16 Ohio State University that Handfield became enamored with the Ohio State
17 football team.

18 62. Co-Conspirator Handfield did not have a background of his own in
19 baseball and only had a mere passing knowledge of the game.

20 63. He then moved to Los Angeles where he studied acting. His first job
21 in media after college was as a Production Assistant at E! Entertainment
22 Television. His acting roles included the character Dwight Tanner in the 1998 film
23 *Deep Impact*, and the homosexual character, Pete Bradley, in the edgy 1997 film
24 *Defying Gravity*, as well as earlier appearances on in *Saved by the Bell* and other
25 television shows.

26 64. According to interviews given by Co-Conspirator Handfield, in the
27 late 1990s (during his acting career), he began writing a screenplay entitled
28 *Touchback*. As explained in greater detail herein, *Touchback* is a tale of a former

1 high school football star who was seriously injured on a key play in the 1991 Ohio
2 High School Football State Championship game. His injury drives him out of the
3 sport and he resorts to farming. Married to his high school sweetheart and with
4 two kids, he slips into a depression caused by regret, resentment, financial
5 problems, and drinking. He gets in his old pickup truck, backs up the truck to
6 wedge the tailpipe into the dirt in an attempt to commit suicide and, in *It's a*
7 *Wonderful Life* fashion, he goes back in time to his high school days before that
8 fateful high school football game in which he had a career ending injury that
9 brought a halt to his expected ascension toward college football at Ohio State. Co-
10 Conspirator Handfield had used his passion for the Ohio State football team to
11 build out a main character that was a high school football star, being scouted by
12 many college football scouts, including Ohio State. This script was optioned by
13 Goal Line Productions and Warner Brothers, but according to Co-Conspirator
14 Handfield himself, his dream project had been passed upon and was “dead” around
15 2008, according to a blog dated July 23, 2012.

16 65. Co-Conspirator Handfield became a respected writer-for-hire. He was
17 hired in or about 2005 by Warner Brothers and Jerry Weintraub to write *Genius*.
18 Co-Conspirator Handfield is no stranger to Warner Brothers.

19 66. As explained more fully herein, Co-Conspirator Handfield has written
20 for many other work-for-hire or spec script projects such as *Driver's Ed*, *Hello My*
21 *Name is Jason Scott*, and *Love Always*. In 2005, Co-Conspirator Handfield was
22 named by Filmmaker Magazine as one of the “25 new faces of independent films.”
23 In 2006, Co-Conspirator Handfield was a student in the Joan Scheckel Directing
24 Lab, along with Plaintiff Brooks, who is the founder of Plaintiff Gold Glove
25 Productions.

26 67. Recently, Co-Conspirator Handfield was hired to write and produce
27 the upcoming Paramount Pictures film *Slingshot*. He is also currently producing
28 the film *Aztec Warrior*. Further, in or about March 2011, Co-Conspirator

1 Handfield partnered with an actor named Jeremy Renner to form a production
2 company, The Combine.

3 68. In early 2005, Brooks was looking to hire a screenwriter experienced
4 in sports writing to collaborate with him on *Omaha*. Brooks and Co-Conspirator
5 Handfield had initially met in late 2004 after Brooks had read Handfield's script,
6 *Touchback*. The script was sent to Brooks by Co-Conspirator Handfield's
7 management company, Underground Films & Management. After reading
8 *Touchback*, Brooks set up a meeting with Handfield at the Gold Glove Productions
9 office on The Lot in West Hollywood to discuss Brooks' unique baseball
10 father/daughter film project further. Shortly thereafter, Brooks carefully re-read
11 the three scripts he had singled out from those sent to him by various candidates,
12 and then called Co-Conspirator Handfield to tell him it was Co-Conspirator
13 Handfield with whom he wanted to move forward. It was in the early part of 2005
14 that Brooks sought to hire Handfield to work with him and collaborate with him on
15 the film he had wanted to make for years.

16 **IV. THE BROOKS-HANDFIELD JANUARY 17, 2005 WRITING**
17 **SERVICES AGREEMENT**

18 69. On or about January 17, 2005, an attorney hired by Brooks, by the
19 name of Jay Shanker, prepared a "Writing Services" memorandum agreement
20 under which Brooks hired Co-Conspirator Handfield to provide his sole writing
21 services for a motion picture tentatively entitled *Run Down*, which was the
22 predecessor title for the script that became *Omaha*. A true and correct copy of the
23 Writing Services memorandum is attached hereto as Exhibit "A."

24 70. The memorandum was intended to confirm that Brooks, as producer,
25 was hiring Handfield to provide his writing services "for the motion picture
26 tentatively entitled *Run Down*." The memorandum confirmed that Handfield
27 would be basing his writing on "an original idea of Ryan's, rights to which are
28 owned and controlled by Ryan...." The memorandum stated that Handfield would

1 accompany Brooks on a “research” trip to Austin, Texas where he would be
2 introduced to the world of college baseball, big recruits, and the legendary, gray
3 haired, irascible, four-letter-cursing head coach of the University of Texas at
4 Austin, Augie Garrido. Brooks was to pay Handfield an advance against his work-
5 for-hire script of \$6,000 prior to this research trip, then \$30,000 for either a draft
6 by Handfield of what would become *Omaha*, and a set of revisions or a treatment,
7 draft and extended polish in connection with the same project. The payments were
8 to be prorated and proportionate to WGA scale for each step. The memorandum
9 addressed what would transpire if the project was financed through private sources
10 or if the project was set with a studio. The memorandum made clear that while
11 Brooks, as the producer, was hiring Co-Conspirator Handfield to provide specific
12 writing services for an agreed upon amount, Brooks would be collaborating closely
13 with Co-Conspirator Handfield. This is because Brooks is steeped in knowledge of
14 the world of baseball, given his successful high school and college baseball career
15 and the notoriety that went with it; and, because of the experiences and stories his
16 mother shared with him in the final stages of her life. Those things planted in him
17 the desire to write a story about a late-in-life irascible baseball figure, facing a
18 crossroad of his own, and trying to reconnect with an estranged daughter,
19 following the death of his wife (the daughter’s mother). Hence, the memorandum
20 provided the writing credit determinations would be “per WGA guidelines.”
21 Brooks anticipated a well deserved shared writing credit.

22 71. Since Brooks knew of no other father-daughter story set against the
23 backdrop of baseball, it was imperative that this project and original idea for a
24 motion picture be held in strict confidence by Co-Conspirator Handfield.
25 Handfield promised to do so. Accordingly, the memorandum provided that
26 Handfield was “to maintain the confidentiality of the project (and not circulate
27 writing as a sample) without Brooks’ express approval.” All other terms were to
28 be consistent with standard industry practice, and set forth in a more formal

1 agreement later, at the election of Brooks, at any time.

2 72. Prior to retaining the writing services of Handfield, Brooks already
3 had a short script of his own about a player dying of cancer, and the support of a
4 close friend and teammate (entitled *Run Down*), but the idea of moving this from
5 more of a baseball story to a father-daughter estranged relationship story set
6 against the backdrop of baseball was percolating to the surface.

7 **V. BROOKS EDUCATES CO-CONSPIRATOR HANDFIELD**
8 **ABOUT THE WORLD OF BASEBALL AND SHARES HIS**
9 **MOTHER’S STORY OF BEING ESTRANGED FROM HER**
10 **FATHER**

11 73. Brooks and Handfield became for a time professionally inseparable.
12 Brooks paid to take Handfield to Austin and to The University of Texas at Austin
13 to meet the irascible, constantly cursing, prideful Augie Garrido and to absorb
14 Brooks’ stories of conversations with his mother in her final days about her
15 feelings of being estranged from her father. Brooks also paid to take Handfield to
16 Omaha, Nebraska to experience the College World Series at the famous home of
17 the series, Rosenblatt Stadium.

18 74. It was at the College World Series that Brooks gave Handfield a front
19 row seat and press-like access which allowed him into the fraternity of the baseball
20 world. It was there that Co-Conspirator Handfield met rows of coaches, scouts,
21 ESPN announcers, journalists, and players, all thanks to Brooks’ many baseball
22 connections forged through his own years of his college baseball career. Co-
23 Conspirator Handfield bathed in the spirit of all aspects of the baseball world
24 during this time, and soaked in all that the legendary Rosenblatt Stadium and the
25 College World Series had to offer. He watched and observed the rows of scouts
26 while meeting more gray-haired irascible coaches. He got to visit the ESPN booth
27 and meet the ESPN announcers, who were former players; and Handfield partook
28 in the famous concessions of Rosenblatt Stadium, such as pastrami sandwiches.

1 He constantly was taking notes. Little did either Brooks or Handfield know that
2 they were making this “research” visit only a handful of years before Rosenblatt
3 Stadium would be closed down (more about Rosenblatt and pastrami sandwiches
4 later). Co-Conspirator Handfield saw and felt the buzz that surrounded amateur
5 baseball’s best players, the unique energy of the College World Series crowd and
6 scouts armed with radar guns, who followed their every at bat and move, on and
7 off the field.

8 75. Before, during, and after this trip, Brooks and Handfield collaborated
9 on the writing of a moving, gripping father-daughter story set against the backdrop
10 of baseball -- a story in which the father would be in the last months of his long
11 love affair with a life in baseball, still deeply missing his deceased wife, and facing
12 the need to reconcile with his estranged daughter; all of which was brought front
13 and center because of an illness the father had been trying to ignore. Brooks
14 “played a little baseball” with Handfield, and regaled him with many of his own
15 college baseball stories. He shared intricacies of his experiences within the world
16 of baseball including how, in high school, Josh Beckett retaliated against Brooks
17 for a homerun Brooks hit against him in his prior at bat by hitting Brooks in the
18 head with a fastball in the neighborhood of 100 miles per hour; how high school
19 and college players would scratch their nose with their middle finger to tell a
20 player off; how Brooks was annoyed at a third base coach and did not want to
21 “high-five” him after a homerun; how a pitcher “paints the corner;” how many
22 young prospects have trouble with curveballs; and, what it means to “be in a coma”
23 or not be able to hit the “beach with a beach ball.” Handfield would seek guidance
24 from and ask questions of Brooks regarding all things baseball, from how arrogant
25 some star recruits were, to how often players scratched their balls.

26 76. Brooks provided Handfield with access to other managers and other
27 participants that formed the amateur and professional game of baseball. When
28 Handfield was so short on money that he could not pay his rent, the gas bill or buy

1 groceries, Brooks loaned him money. The two studied in the Joan Sheckel
2 Directing Lab together, and they shared not just a working relationship that
3 surrounded this unique and powerful project idea, but shared their dreams for
4 where their careers would lead.

5 77. Co-Conspirator Handfield turned in a first draft on July 25, 2005. A
6 true and correct copy is attached hereto as Exhibit “B,” entitled *Omaha*. This draft
7 included the unique story about an irascible coach, late in his college baseball
8 coaching career, Coach Dodge, who still had not let go of his late wife; and that of
9 his estranged daughter in her early thirties who was off living her own life, and for
10 whom he had a great deal of repressed love. It included the slow revelation that
11 Coach Dodge was suffering a serious illness he was ignoring and the draft used a
12 mentoring relationship with a player to show a more sensitive side to this otherwise
13 ornery man. It included his life being frozen in the past through things like the old
14 car he drove; the family photos of his wife and daughter, at a younger age, that he
15 worshiped; and his not giving his deceased wife’s clothes away. This draft
16 depicted the father as resorting to double malt scotch to ease the continued pains of
17 life as he aged. The draft also included the revelation that his daughter was more
18 like her father than she wanted to admit, that she cursed and slammed doors too,
19 that she had felt baseball had taken her father from her, and that she longed to just
20 “play a little baseball” with him one day. The storyline worked the daughter back
21 into her father’s life through awkward, painful conversations leading up to the
22 daughter discovering her father’s illness and then having to help him through what
23 would likely be his last baseball season. It contrasted the father who ate dinner
24 foods for breakfast and lived a generally old fashioned, unhealthy life with the
25 more educated and healthier daughter, and it ended with father and daughter at a
26 baseball field, reunited.

27 78. Brooks and Handfield worked toward a second draft, one meant to
28 make the baseball references more accurate and further develop the daughter. A

1 true and correct copy of the second draft turned in by Co-Conspirator Handfield is
2 attached hereto as Exhibit “C” and it is dated May 10, 2006. On May 15, 2006,
3 Brooks registered the May 10, 2006 draft of *Omaha* with the United States
4 Copyright Office. At or about this time Brooks assigned all rights, title and
5 interests in the copyrights for *Omaha*, and all associated and related intellectual
6 property rights to Plaintiff Gold Glove Productions and recorded the Assignment &
7 Quitclaim with the United States Copyright Office. A true and correct copy of the
8 recorded Assignment & Quitclaim is attached hereto as Exhibit “D.” Additionally,
9 a true and correct copy of an official report from the United States Copyright
10 Office with the copyright registration recordation of the May 10, 2006 draft and
11 the recordation of the Assignment & Quitclaim is attached hereto as Exhibit “E.”

12 79. By the end of 2006, the two were in need of moving on with their own
13 separate film careers. Co-Conspirator Handfield had submitted his screenplay,
14 *Touchback*, to Brooks’ since formed production company, Gold Glove
15 Productions, and had shared his struggles to date to launch that project (which was
16 Handfield’s own “baby”). Handfield also had other projects going on during this
17 time, including projects on the Warner Brothers’ lot such as *Genius* at Jerry
18 Weintraub Productions. Additionally, Co-Conspirator Handfield was receiving
19 notoriety from *Hello My Name is Jason Scott* and *Fire on the Mountain*. It was
20 simply time for Brooks and Gold Glove Productions to move forward with their
21 projects, including *Omaha*, and for Handfield to move on with his projects. The
22 two parted on decent terms and stayed in touch.

23 VI. THE INTERIM DRAFTS OF OMAHA

24 80. Brooks knew that his father-daughter baseball story needed a bit more
25 work before he sought funding, such as the development of an “in the game of
26 baseball” love interest for the daughter as she reunited with her father. He also had
27 other projects in various stages of development, including one entitled
28 *INOCENTE*, that went on to win an Academy Award®. Co-Conspirator Handfield

1 had, for the time, moved on to other writing projects, as noted above. Accordingly,
2 Gold Glove Productions worked with another writer, Kyle Fuller (herein “Fuller”)
3 to move the father-daughter baseball script forward. Fuller started to help with the
4 further development but was not quite in touch with the original spirit of the
5 project. A draft in which Brooks collaborated with Fuller was completed in July
6 2007. A true and correct copy of the 2007 version of *Omaha* is attached hereto as
7 Exhibit “F.” That draft has since been registered with the United States Copyright
8 Office. A true and correct copy of the United States Copyright Office Certificate
9 of Registration is attached hereto as Exhibit “G.” One will notice upon
10 examination that many of Handfield’s writing tics and manners were removed by
11 Fuller and Brooks in this draft only to resurface in part in the final polish done by
12 Handfield, and again in *Trouble with the Curve*.

13 **VII. THE CONCEPT VIDEO AND THE PITCH TO TRUSTED**
14 **TEAM MEMBERS AND CONFIDANTS**

15 81. On July 19, 2007, Brooks held a meeting at his home in Los Angeles
16 where he had a carefully selected production team gathered, each with a presence
17 in the independent film industry. Brooks spent months producing a concept reel
18 for his father-daughter baseball story and he had a new draft of the script that was
19 developed enough to circulate on a highly confidential basis to this small group.
20 Brooks was putting his foot in the water with those who he knew and whom he
21 trusted and respected in order to gauge how this father-daughter baseball story
22 would be received. Therefore, Brooks entrusted them with his vision, which was
23 portrayed in the latest draft and the copyrighted concept reel he produced.

24 82. The attendees were as follows: Fuller, a Co-Producer at Gold Glove
25 Productions at the time who had helped further develop the script; Troy Craig Poon
26 (herein “Poon”), who was by this time committed as an Executive Producer of
27 *Omaha* (at the time, Poon was Senior Vice President of Acquisitions at MTV
28 Films); Lynette Howell (herein “Howell”), who was committed as a Producer of

1 *Omaha* (and at the time head of Silverwood Films); Brendan McDonald (herein
2 “McDonald”) who was part of the *Omaha* producing team and helping Gold Glove
3 Productions potentially package the film; Natalie Byrne (herein “Byrne”), a
4 creative assistant at Gold Glove Productions; and Wally El Tawashy (herein
5 “Tawashy”), who was also part of the production team and who brought to bear a
6 background in product placement.

7 83. The concept reel, produced, owned and copyrighted by Plaintiff Gold
8 Glove Productions, runs through a montage of clips that display the following
9 points with respect to the script and the story as it was being even further
10 developed at that time by Brooks and Gold Glove Productions. It drove home that
11 an elderly baseball lifer had one season left and was in danger of losing any shot at
12 a real and meaningful relationship with his daughter. It displayed rows of amateur
13 baseball fields in a country setting. It highlighted the ping of the baseball off an
14 aluminum bat, which is the kind of bat used in college and high school baseball,
15 but not in professional baseball. It shows a home run celebration after a home run.
16 It portrays Jack Nicholson as the father/baseball lifer; it portrays Rachel McAdams
17 as the estranged and distant daughter. It portrays a man graveside lamenting a wife
18 who has passed away, and an associated family life long gone, a man who stares at
19 old family photos and is privately still trying to recover from the actual loss of his
20 wife and estrangement of his daughter. It shows that the father/baseball lifer (in
21 *Omaha*, a college coach) is a cigar smoker (something Brooks added to the concept
22 reel with the hope of working it into the final script). It shows the father suffering
23 an illness. It portrays a daughter who finds out her estranged father is ill. It shows
24 the daughter drinking a glass of red wine. It shows a player flipping the middle
25 finger. It shows the flow of amateur baseball. It shows a father and daughter
26 being reunited around and through the game of baseball, the very thing that had
27 been, in a way, keeping them apart. It also shows a lot of baseball action and
28 provides a shot of the famous Rosenblatt Stadium. The themes stressed were the

1 importance of winning in life even more so than winning on the field. The concept
2 reel highlights an aging, cigar smoking, scotch drinking father whose life is
3 baseball, an estranged daughter appearing in her early 30s, a deceased mother, an
4 illness creeping into the father's life and an emotional and painful reunion with the
5 estranged daughter. The backdrop is baseball. Attached as Exhibit "H" is a true
6 and correct copy of the copyrighted *Omaha* concept reel. This reel was for
7 demonstration purposes only and never to be distributed, or sold.

8 84. In October of 2007, Gold Glove Productions approached Tig
9 Productions/Tree House Productions, which are Kevin Costner's production
10 companies, about a potential co-production deal. At this introduction meeting, no
11 materials were left and the talks were preliminary (a second meeting took place
12 later, in 2009). Ironically, the infringing film, *Trouble with the Curve*, includes an
13 end credit thanking Kevin Costner.

14 85. At or around this time, Brooks met with Emanuel Michael (herein
15 "Michael") of Unison Films. Michael was extremely enthusiastic about the project.
16 Thereafter, Brooks asked Handfield to do a polish that would allow for the further
17 development of the daughter and the addition of new ideas from the concept reel,
18 like possibly having the father/baseball coach figure smoking cigars. Brooks
19 prepared notes he gave to Handfield, together with the concept reel, and the latest
20 draft. Brooks gave Handfield all the direction he would need to bring this script to
21 the place Brooks hoped to have it before gathering his financing to produce the
22 film. Gold Glove Productions was nearing "go mode" on this independent film.

23 **VIII. THE NOTES GIVEN BY BROOKS TO CO-CONSPIRATOR**
24 **HANDFIELD IN EARLY 2008**

25 86. Among other points, Brooks wanted the polished version to feature a
26 few more moments where the main male character, the irascible baseball
27 lifer/father, appears on screen alone and vulnerable and aging. Brooks also wanted
28 scenes written where the audience would get to see the daughter character outside

1 of work and outside of the tug and pull of her difficult relationship with her father,
2 such as her having too much to drink or opening up when she is drunk. Brooks
3 wanted to show that the daughter “might have been somewhat like her father when
4 she was younger, but her evolution and resentment has changed all of that... [The
5 daughter] is much more evolved than her closed minded father.” Brooks further
6 drove home to Handfield in these notes that “The only opportunity [the father and
7 daughter] have for having a relationship will be for [the father] *to admit his faults*
8 *and apologize (This is, as we all know something that is extremely difficult to do in*
9 *general, but for an older man who has been set in his ways for years, it has the*
10 *potential for being the rawest yet most beautiful scene in the film.*” (Emphasis
11 added.)

12 87. Brooks also drove home that the daughter character “can be not only a
13 relatable one in this day and age, but one that could inspire many women....”
14 Brooks notes that the “chasm” between the daughter and the father/baseball lifer
15 has to be big enough in the beginning to drive the story. He notes that the daughter
16 has to play down the rift with the father to the outside world and play it “cool” with
17 her father when she has her initial scenes on film with him. Brooks notes that the
18 daughter should herself be on the verge of breaking down or actually having a
19 breakdown moment. Brooks explains how there is the need to carefully reveal in
20 the script an earlier moment in the life of the daughter when the relationship with
21 the father changed. He shared ideas for this as related to *Omaha*.

22 88. In the notes, Brooks also emphasizes the need to develop the
23 relationship the daughter forms along her path back into her father’s life with
24 another baseball lifer in the making, one who is younger and associated with the
25 father in some part of the game of baseball. The notes point out the need to show
26 how the daughter has reservations over falling for a younger version of her father
27 (one with his own separate traits) and how utterly afraid she is of travelling down
28 that path again (being in a relationship with a man also married to the game of

1 baseball). As for the daughter's love interest that walks into her life right out of
2 her father's world of baseball, the notes state that the development of the daughter
3 and younger baseball lifer romance needs to be "handled ever so delicately. Their
4 [romantic] tension should steadily increase and it should be almost unbearable for
5 them to be around each other. It should probably lead to one amazing kiss...."

6 Brooks points out in these notes that the fact the father approves of this
7 relationship should come off as a bit of a surprise to the audience given how
8 overprotective he is of his daughter.

9 89. Most importantly, Brooks notes that in order to attract a strong female
10 lead actress in her early thirties to play the daughter, the script would need to more
11 fully develop the daughter's own life, career and moments alone where we see the
12 arc of her career and life. He wanted to make sure she came across as more fully
13 developed and established than her character in earlier drafts. Brooks alludes to a
14 famous female lawyer/paralegal in his written notes regarding the development of
15 the daughter character in urging she be made stronger and made to appear more
16 developed and educated than her father. Hence, the idea of the daughter as a
17 lawyer was touched upon.

18 90. With regard to some of the secondary baseball characters, Brooks
19 provides notes on developing a ballplayer who is an "egomaniac" and who is
20 arrogant.

21 91. Finally, Brooks continued in his notes to offer ideas for how the father
22 and daughter end up at the very end of the script: together again, at a baseball
23 stadium full of fans.

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1 **IX. HANDFIELD AND HIS WIFE ARE HIRED BY PLAINTIFF**
2 **GOLD GLOVE PRODUCTIONS’ SUBSIDIARY COMPANY**
3 **TO PROVIDE, ON A WORK-FOR-HIRE BASIS, A FINAL**
4 **POLISH OF THE FATHER-DAUGHTER BASEBALL STORY**

5 92. Through Brooks, Plaintiff Gold Glove Productions granted Handfield
6 and DiFiglia access to all of the earlier drafts of *Omaha*, the concept reel, and
7 Brooks’ own notes for moving the script and project toward completion. In
8 conjunction with this, the parties’ respective lawyers prepared a Writer Agreement,
9 two Certificates of Authorship, and an Inducement Agreement, true and correct
10 copies of which are attached hereto as Exhibit “I” and incorporated herein by
11 reference. The parties approved and signed these agreements, which make
12 abundantly clear that the services being provided continued to be as a work-for-
13 hire.

14 93. On or about June 13, 2008, Omaha, LLC, a subsidiary of Plaintiff
15 Gold Glove Productions, and Back to the Lab, Inc. f/s/o Don Handfield and Tressa
16 DiFiglia entered into a Writer Agreement. Under the Writer Agreement,
17 Handfield, acting through his loan out company, Back to the Lab, Inc., and his
18 wife, DiFiglia, agreed to “perform writing services on a ‘work-for-hire’ basis for
19 Omaha, LLC in connection with the existing screenplay currently entitled ‘*Omaha*
20 (the ‘Picture’).” (These agreements and all associated copyrights were assigned by
21 Omaha, LLC to Gold Glove Productions, the true and correct copy of such
22 assignment is attached hereto as Exhibit “J”). Under this Agreement, Defendants
23 Handfield and DiFiglia were to write a final draft of the screenplay *Omaha*
24 incorporating the notes shared by Brooks, and other materials to which the two
25 were given access.

26 94. Because Brooks was eager to move toward the production phase of
27 this project and had laid much of the foundation to do so, the parties agreed that a
28 first class final draft would be turned in within eight (8) weeks. This was

1 important to Plaintiff Gold Glove Productions.

2 95. Handfield and his wife were contracted to be paid \$25,000 for this
3 final draft. They were indeed paid that amount.

4 96. The agreement provides an attorneys' fees clause and entitles the
5 prevailing party in a suit under the Writer Agreement to recover their attorneys'
6 fees.

7 97. This Writer Agreement expressly incorporates and references the
8 earlier "memorandum dated as of January 17, 2005 between Don Handfield and
9 Ryan Brooks."

10 98. Both Handfield, acting through Back to the Lab, Inc., and DiFiglia
11 signed Certificates of Authorship. Handfield also signed an Inducement in
12 connection with this Writer Agreement. Under this agreement, Handfield agrees to
13 be bound by the Writer Agreement and all incorporated agreements thereunder,
14 including the earlier written memorandum between himself and Brooks.

15 99. At this juncture, Brooks, Handfield, and DiFiglia seemingly shared a
16 great enthusiasm for the completion of this unique father-daughter baseball story,
17 and Handfield and his wife represented they stood ready to further develop the
18 daughter so she was more of an inspiration, more educated, and more fully
19 developed, and to implement Brooks' many changes and the ideas from his notes
20 and Gold Glove Productions' concept reel, such as the father being a cigar
21 smoking fellow, and the true tug of emotions between father and daughter.
22 Brooks and his production company, Gold Glove Productions, were ready to bring
23 a unique father-daughter story set against the backdrop of baseball to life.

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1 **X. CO-CONSPIRATORS HANDFIELD AND DIFIGLIA SHOCK**
2 **GOLD GLOVE PRODUCTIONS BY SABOTAGING AND**
3 **GREATLY DELAYING THE FINAL DRAFT**

4 100. First, Co-Conspirators Handfield and DiFiglia breached the Writer
5 Agreement when they turned in the late and sabotaged “final” polish and then later
6 when they infringed *Omaha* when Handfield took the story and plot from that
7 script and dressed it up into *Trouble with the Curve*. They were supposed to have
8 turned in the final draft of the father-daughter baseball screenplay on or before
9 August 8, 2008. They did not. In fact, they were entirely dilatory and often
10 evaded calls from Brooks on behalf of Omaha, LLC and Gold Glove Productions,
11 which Brooks found bizarre. Co-Conspirator Handfield had been responsive in the
12 past. Several deadline extensions were necessarily granted, given some personal
13 obligations the couple was facing. Co-Conspirators Handfield and DiFiglia turned
14 in the final draft after more than 17 weeks -- more than nine (9) weeks late. A true
15 and correct copy of this draft is attached hereto as Exhibit “K.” Although Brooks
16 was sensitive to the events taking place in their personal lives, this draft was an
17 extreme disappointment. The Co-Conspirators had largely ignored the thoughtful
18 notes, directions, materials, concept reel, and instructions given them. Instead of
19 providing depth to the characters and making the daughter more educated and
20 more developed, they turned the daughter into a waitress at Doodle Dandy’s Sports
21 Bar, wearing tight, provocative clothing moving far away from the idea that the
22 daughter was a central figure in this project, script, and film. This was seemingly
23 done to move the script away from its unique story and the direction it was
24 supposed to be heading. A true and correct copy of the United States Copyright
25 Office Certificate of Registration for this draft turned in by Handfield and DiFiglia
26 is attached hereto as Exhibit “L.”

27 101. Brooks was aghast at the delay caused by Co-Conspirators Handfield
28 and DiFiglia and the oddly substandard job they did. To him, they seemed to go to

1 great lengths to work away from the original concept and to dilute the role and
2 stature of the daughter. Instead of considering making her a professional type
3 woman, the Co-Conspirators Handfield and DiFiglia made her a blue-collar-type
4 trudging away as a waitress at a sports bar.

5 **XI. THE PARTIES EXCHANGE HEATED LAWYERS' LETTERS**
6 **AND END ON BAD TERMS WITH CO-CONSPIRATOR**
7 **HANDFIELD THINKING HE WAS THE MOVING FORCE**
8 **BEHIND THE PROJECT**

9 102. Plaintiffs Brooks and Gold Glove Productions were livid. They
10 retained Darin Frank's firm (at the time) of Eisner & Frank to inform Handfield
11 and DiFiglia they were in breach of the Writer Agreement. Hence, on November
12 5, 2008, Jill Varon of Eisner & Frank sent Back to the Lab, Inc., Handfield, and
13 DiFiglia a letter care of their lawyer Dale de la Torre, Esq. of Jacobson Russell
14 Saltz & Fingerman by email, fax and first class mail. The letter is single-spaced
15 and uses three pages to detail the complete dereliction of duties by Co-
16 Conspirators Handfield and DiFiglia. Defendant Ferraro (Handfield's agent) was
17 copied by facsimile.

18 103. The November 5th default notice given by Jill Varon to Co-
19 Conspirators Handfield and DiFiglia, through their entertainment lawyer, copied to
20 Co-Conspirator Ferraro (Handfield's agent at UTA), stated emphatically, among
21 other things, that "Based on Writer's complete disregard for the Notes and total
22 lack of conscientiousness and professionalism, Producer is unable to use, or
23 salvage any part of the draft your clients turned in on October 13, 2008. As a
24 result, Producer has wasted close to a year of valuable time, money and effort on
25 this matter, which is completely unacceptable and has caused, and will continue to
26 cause, considerable budgetary increases."

27 104. Over two weeks later, on November 20, 2008, Dale de la Torre
28 (herein "de la Torre") of Jacobson Russell Saltz & Fingerman wrote back a brash

1 five-page diatribe, that was defensive and insulting in tone. Interestingly, once one
2 gets past the insults and the condescending tone of the de la Torre responsive letter,
3 a key concession is made: “The bigger Note – which was understood clearly from
4 the April 17th meeting—was to create a FAMILY dynamic and triangle between
5 the Coach, Assistant Coach Jimmy [the daughter’s love interest] and Sandy [the
6 daughter]. As subtext, this FAMILY dynamic was to be representative of the old
7 family – the family Coach LOST when his wife died. As such, Jimmy’s character
8 was DESIGNED to be representative of Coach’s dead wife and Sandy’s dead
9 mother. This Jimmy character serves as more than just a love interest for Sandy or
10 a friend for Coach...”

11 105. The part of de la Torre’s November 20th letter quoted above drives
12 home that as Plaintiff Gold Glove Productions pushed to finalize the script for this
13 dynamic father-daughter baseball story, both Plaintiff Gold Glove Productions and
14 Co-Conspirator Handfield and his representatives understood that developing a
15 love interest from within the game of baseball for the daughter, one who bridged
16 the gap between father and daughter, was essential.

17 106. Co-Conspirator Ferraro was copied on the de la Torre November 20,
18 2008 response, and upon information and belief, Co-Conspirator Ferraro was
19 involved in meetings or phone conferences with Co-Conspirators Handfield and/or
20 DiFiglia and their lawyer during which the notes and one or more drafts of Gold
21 Glove Productions’ copyrighted father-daughter baseball story were handed out.
22 Upon information and belief, Co-Conspirator Ferraro was given access to Brooks’
23 notes and one or more drafts of the copyrighted works, and because of his
24 experience in the industry and awareness of the formal Writer Agreement in place,
25 knew that all these original ideas and the entire concept of this father-daughter
26 baseball story were to be kept utterly confidential. Co-Conspirators Handfield and
27 DiFiglia cared only about getting the back end of the promised \$25,000 payment
28 and blew off Plaintiff Gold Glove Productions and its founder Brooks thereafter.

1 Dale de la Torre's letter disclosed a harbinger of things to come: In the third
2 paragraph of his diatribe response, he seems to suggest that Co-Conspirator
3 Handfield viewed this as his "own script" even though he had written it as a work-
4 for-hire and acknowledged this, again, in the most recent Writer Agreement. Also,
5 Dale de la Torre's written response devoted time to arguing over who came up
6 with certain ideas (Brooks or Handfield) and suggested that Handfield was
7 annoyed over any suggestion that he would not get sole writing credit.
8 Interestingly, Co-Conspirator Handfield had so soon forgotten where all the
9 baseball dialogue, all the baseball terminology, and all the baseball background
10 had come from, much less the heart beat of this project: the father-daughter story.
11 There was in this responsive letter a clear hint of a man, in the form of Handfield,
12 who believed he owed Brooks and his production company nothing and that he
13 was not beholden to Brooks, his rights or those owned by his production company,
14 Gold Glove Productions.

15 **XII. A LONG SILENCE FOLLOWED BY AN ODD VOICEMAIL**

16 107. After Brooks and Gold Glove Productions finished a hard hitting
17 exchange of lawyer's letters with Co-Conspirators Handfield and DiFiglia, Gold
18 Glove Productions was quickly swept up into the production that would become
19 known as *INOCENTE* and the consideration of other projects. Brooks and Gold
20 Glove Productions kindled the fire under their passion project and kept their eye on
21 their plan for the production of the unique father-daughter story told against the
22 backdrop of baseball. Brooks felt he and Gold Glove Productions had a solid, but
23 not entirely complete script. Gold Glove Productions approached limited other
24 third parties in looking for a production company that might want to come on
25 board under a co-production deal. These efforts took place starting in early 2009.
26 Gold Glove Productions was not offering the script and related intellectual
27 property rights for sale, but looking to see if production companies like Tig
28 Productions was interested in a co-production deal. However, ultimately Gold

1 Glove Productions came to the conclusion it would finance and produce the film
2 itself. This would follow *INOCENTE*. That was Plaintiffs' plan.

3 108. Sometime in late October/early November 2010, Brooks received an
4 odd voicemail out of the blue from Handfield. He was talking very fast, seemingly
5 almost nervous. He said in so many words the following: "Hey Bro, it's Don
6 Handfield, bro, I just finished wrapping *Touchback*, bro, and wanted to check and
7 see if you are still in the game...." He found the message beyond odd. Handfield
8 had not spoken to him at all since their falling out in late 2008. Moreover, Co-
9 Conspirator Handfield seemed to be checking to see if Brooks was still in the
10 business of making films or doing business in the industry any longer at all.
11 Brooks knew that his intense work on *INOCENTE* had kept him somewhat
12 submerged to the outer world, as this project required travel to the east coast,
13 Texas, and Europe. To Brooks, Co-Conspirator Handfield was nibbling to see if
14 Gold Glove Productions was still in business and alive. Brooks, still disgusted
15 with Co-Conspirator Handfield and now not trustful of him, did not return the call.
16 He saw no need to do so and found the call to be of an odd, probing nature.

17 **XIII. BROOKS STARTS TO DISCOVER THE THEFT OF GOLD**
18 **GLOVE PRODUCTIONS' COPYRIGHTED, ORIGINAL**
19 **FATHER/DAUGHTER BASEBALL STORY, SLOWLY**

20 109. On October 5, 2011, Troy Craig Poon, a colleague of Brooks who was
21 an Executive Producer attached to Gold Glove Productions' father-daughter
22 baseball story, *Omaha*, sent Brooks a link to a *Deadline Hollywood* piece that
23 noted that Clint Eastwood was to star in a Malpasio Productions film production in
24 which Lorenz would make his directorial debut. The piece stated "The Randy
25 Brown scripted film is about an aging baseball scout, who's losing his sight and
26 heads on a last road trip to Atlanta with his daughter to scout a hotshot prospect.
27 They will lock Eastwood and Lorenz's deals before setting an actress to play the
28 daughter. Malpasio will produce."

1 110. Poon expressed his sympathies in the email. Brooks felt that since he
2 had originated the first father-daughter story set against a baseball backdrop and
3 copyrighted it, something was possibly amiss, but because his father practiced law
4 in Texas for many years, he realized from some discussions with him that he could
5 not make any official suppositions until he somehow either saw the film or
6 received a copy of the *Trouble with the Curve* script. Brooks held out some hope
7 that the story lines were entirely different. He could not imagine that Eastwood's
8 respected production company would have come upon and infringed the unique
9 father-daughter story owned by Gold Glove Productions.

10 111. After receiving Poon's email attaching the *Deadline Hollywood* piece,
11 Brooks looked up the supposed author of *Trouble with the Curve*, Co-Conspirator
12 Brown. He was able to find out little about this heretofore unknown writer, but
13 what he did uncover sent a virtual chill up his spine: Brown was represented by
14 Defendant Ferraro, who was none other than Co-Conspirator Handfield's same
15 agent. Brooks could not believe what appeared to have taken place, and yet, he did
16 not have a script for *Trouble with the Curve* from which to confirm his growing
17 suspicions of a literary theft.

18 112. Over the next several months, Brooks, acting on behalf of Gold Glove
19 Productions, sought to find out more about this father-daughter baseball movie
20 starring none other than Clint Eastwood, but found the project to be shrouded in
21 some level of secrecy and that the so-called writer of this script, Co-Conspirator
22 Brown, was nearly invisible over the Internet. Finally on June 29, 2012, a member
23 of the *Omaha* production team, provided a copy of the *Trouble with the Curve*
24 script to Brooks, which was believed to be the shooting script, as the film was now
25 in post-production and had started production in March of that year. Brooks was
26 aghast: he immediately knew that *Trouble with the Curve* had been written in large
27 part or entirely by Co-Conspirator Handfield based on (1) the striking similarities
28 between the father-daughter story in *Omaha* and that told in *Trouble with the*

1 *Curve*, (2) Handfield's distinctive writing style, (3) the use therein of very private
2 baseball experiences of Brooks' own playing days that he shared with Co-
3 Conspirator Handfield, and (4) the materials taken not just from the *Omaha* scripts,
4 notes, and treatments, but also from the *Omaha* concept reel shown to Co-
5 Conspirator Handfield and his wife, Co-Conspirator DiFiglia, including having the
6 father character who Brooks and Handfield had envisioned being played by Clint
7 Eastwood (or Jack Nicholson) smoking cigars.

8 113. On September 6, 2012, a mutual friend of Brooks and Handfield
9 provided an allegedly "older version" of the *Trouble with the Curve* script to
10 Brooks, that appeared apparently on a message board after Brooks' was making his
11 inquiry into this issue no secret to those within the industry. Brooks noticed many
12 oddities with this somewhat mysteriously provided, unregistered, and undated
13 script. This mysterious script merely noted on its cover page that it had supposedly
14 been submitted to Defendant Cohen's former production company, Cosmic
15 Entertainment (which he ran for a time a long with Kurt Russell and Goldie
16 Hawn). The script included many irregularities and statements of fact that were
17 not historically accurate or even possible. It appeared to have been "faked."

18 114. Brooks waited patiently for the release of any type of trailer of the
19 film *Trouble with the Curve*, and eventually did see one which hardened his
20 suspicions. On the afternoon of the release date of *Trouble with Curve*, Brooks
21 went to see the film with great trepidation: he left the theater physically sick and
22 visibly ill. *Omaha* is a unique, copyrighted screenplay born in Brooks' soul at the
23 side of his mother's bed in her final days upon hearing her deeply personal
24 admission of having never resolved her hurt feelings of being estranged from her
25 father. It is one carefully clothed with his own life experiences on base paths and
26 in dugouts of dozens of high school and college baseball diamonds. It had now
27 been poorly camouflaged by his once entrusted friend and hired writer, Handfield.
28 This counterfeit version of Gold Glove Productions' father-daughter story set

1 against the game of baseball was clearly itself illegitimately born out of some type
2 of a twisted conspiracy to take that which belonged to Brooks' production
3 company, Gold Glove Productions, and harvest it for the benefit of the careers of
4 others. Brooks himself felt that his most prized film project had been hijacked.

5 115. Brooks engaged a law firm that referred an investigator to him, whose
6 lawyers began to meet with him, only to disclose months after their first meeting
7 with him that they had a conflict of interest in that they represented Defendant The
8 Gersh Agency. Brooks then set out to find new legal counsel and, through such
9 counsel, the very best experts in the industry who could opine on the issue of
10 substantial and/or striking similarity as between the copyrighted works (belonging
11 to his production company, Gold Glove Productions) related to the father-daughter
12 baseball story set forth herein on the one hand and the shooting script and related
13 film entitled *Trouble with the Curve*, on the other hand.

14 **XIV. TROUBLE WITH THE CURVE IS SUBSTANTIALLY**
15 **SIMILAR, IF NOT STRIKINGLY SIMILAR, TO GOLD**
16 **GLOVE PRODUCTIONS' COPYRIGHTED SCRIPTS AND**
17 **CONCPET REEL ENTITLED OMAHA**

18 116. Two leading experts in this industry from top film schools have
19 opined that *Trouble with the Curve* is substantially similar to *Omaha*, if not
20 strikingly similar. One expert in tracking writing styles has opined that
21 Handfield's writing habits, style and persona indicate that he played a major role in
22 drafting *Trouble with the Curve*. Those experts will be timely designated.

23 117. The main characters in both *Omaha* and *Trouble with the Curve* are
24 older men. Moreover, both Brooks and Handfield envisioned an older man with
25 the characteristics of Clint Eastwood when Handfield was drafting *Omaha* and put
26 this in their notes. Both leading men in these respective but strikingly similar
27 stories are in the final year of a contract with lives that revolve around baseball and
28 travel. Both men are ill and it affects them each gradually more and more as the

1 story progresses; and, both men are ignoring and trying to hide their illness. This
2 illness impacts them in many ways which are slowly revealed. For example, both
3 men's illness causes them to wreck their car into the garage.

4 118. Both men are informed by a confidant within the game of baseball
5 that others may not want to renew their contract. Both men ignore their friend's
6 plea that they change their ways.

7 119. Both leading men (Dodge and Gus) are still grieving over the loss of
8 their respective wives, whom they each loved very much. In both *Omaha* and
9 *Trouble with the Curve*, the wife has died quite some time ago; yet, in both, the
10 leading men are holding onto their deceased wives as though they are still living.
11 They both get lost staring at family photos of better times when their wife was
12 alive. Both reach out to touch their deceased wife, and act as though she is still
13 there with them. In the *Omaha* concept reel and in *Trouble with the Curve*, both
14 men visit their deceased wife's gravesite. In short, both men have not let go of
15 their deceased wives, and their lives are frozen in the time before their wives died,
16 in just about every way. Dodge, the male lead in *Omaha* plays back old home
17 videos of his wife and daughter, and Gus, the male lead in *Trouble with the Curve*,
18 actually visits his wife's gravesite, as does Dodge, the male lead in the concept
19 reel. Dodge has kept all his deceased wife's clothes. Both men reach out to touch
20 the spirit of their deceased wives, as though they were still alive by touching things
21 of remembrance (with Dodge it is her picture by his bedside; with Gus, it is her
22 tombstone).

23 120. Both leading men had one child, a daughter, from that marriage and
24 no other children. The daughter is in her early 30s in both stories. Both men live
25 alone and have not remarried and have not dated anyone else. Both men live in
26 empty, unkempt homes that seem to be used only for the rare times they are not on
27 the road in connection with their baseball jobs.

28 121. Both men are irascible, cranky, curse a good deal, and are set in their

1 ways. Both men have a softer side which is exposed through their relationships
2 with young baseball players as to whom they act as a mentor. Both react in a
3 nurturing way to a player missing his family. Both men are respected by their
4 peers, but keep a distance. Both men are very proud of their estranged daughters,
5 want them to have the best in life, and stress the importance of their education.

6 122. Both men reach into their fridge for unhealthy convenience food.
7 Both men eat dinner food for breakfast. Dodge grabs TV dinners out of the fridge
8 all the time. Gus eats burgers and drinks beers out of the fridge. Both will resort
9 to scotch when feeling pain.

10 123. They both drive older, dated “masculine” vehicles. Dodge drives an
11 older pickup truck and Gus drives an old Mustang.

12 124. Both leading men live their lives around the game of baseball. They
13 both travel a great deal as part of their vocation. As noted, they are both warned by
14 a confidant within their baseball organization that others may want them out by the
15 year’s end. With Dodge, it is the Athletic Director, Martin; with Gus, it is Pete,
16 who is in the scouting department. They are both being told loud and clear that
17 “others” want them to change their ways. Their confidant goes way back with
18 them and goes to bat for them. They are both “too old school.” With Dodge, he is
19 being told to lose his old school coaching ways; with Gus, he is being told to lose
20 his old school scouting ways. In both, the male leads come off as an old race horse
21 being put out to pasture.

22 125. Both leading baseball lifers are proud of their estranged daughters.
23 Both daughters are, not coincidentally, in their early 30s, hard working, and
24 handling a full plate. In *Omaha*, Sandy is a single mom working in sales, but in
25 notes Brooks gave to Handfield, Brooks directed that she be made more
26 sophisticated, like a lawyer type. Brooks used the example of a female lawyer-
27 type as a person with whom a female audience might relate. Handfield did not
28 make this change in the final polish he turned into Gold Glove Productions, but

1 must have in preparing the counterfeit, infringing work, *Trouble with the Curve*.

2 126. Both the fathers are poor communicators, especially with their
3 daughters and neither wants to talk with his daughter about the past or the reasons
4 for their distant relationship. Both men are in pain over the fact they feel they need
5 to protect their daughters from the atmosphere and characters that surround the
6 game of baseball. Both daughters feel displaced by their father's slavish love for
7 baseball.

8 127. Both men are facing an important and potentially last year of their
9 career, hampered by their illness, and yet trying to do something very important to
10 their baseball organizations. Gus is trying to figure out who his Major League
11 team, the Atlanta Braves, should pick with the second pick in the MLB draft.
12 Dodge, who formerly played for the Atlanta Braves, is trying to get his college
13 baseball team to the College World Series.

14 128. Both men stubbornly try to handle their illness on their own -- Dodge
15 struggles up stairs and eventually drives his car into the side of his garage and Gus
16 bumps into furniture and kicks it, and eventually drives his car into the side of his
17 garage. Both men miss a step while walking because of their illness and try to
18 cover it up or not let others notice. As the fathers in the respective scripts/films
19 struggle more with their illnesses, their daughters move into their lives again.
20 Sandy (in *Omaha*) moves into her father's house, and hence, the two can and must
21 interact face-to-face and talk about issues that have built up. Mickey (in *Trouble*
22 *with the Curve*) moves into Gus' "home" on the road, joining him on a scouting
23 trip where she is living at the same motel and joining him at the same games, bars,
24 and restaurants, where they must awkwardly try to reconnect. It is critical to
25 appreciate that in both stories, the writer chose to force the daughter, almost
26 inexplicably, into the epicenter of her father's otherwise "hard to catch up with"
27 baseball-centric life. In *Omaha*, Sandy puts aside her sales job to move in with her
28 father and finish her college degree (or if the notes were followed, she would be

1 putting aside a professional career such as that of a paralegal or lawyer). This is a
2 major life decision and against the grain of what has been a long time of her
3 pushing her father away out of a sense that he left her for baseball or chose
4 baseball over her. She is a single woman with a steady professional sales job (or
5 better) that is her means for supporting herself. She is diving headfirst into the
6 world of a gruff man with whom she has had little conversation for years. This is a
7 leap into her father's life. In *Trouble with the Curve*, Mickey leaves her law firm
8 on the cusp of making partner, to go on the road and room next door to her father
9 at a grungy motel to help him do his job. This is a leap into her father's life. In
10 doing so, she puts her job and partnership at risk, which is her means of supporting
11 herself and she, too, dives headfirst into the world of a gruff man with whom she
12 has had only awkward conversations for years.

13 129. While there are slightly different causal factors that cause each
14 daughter to leap out of their careers and into their father's baseball-centric lives,
15 the occurrence of this leap is essential to move both stories (since they follow the
16 same plot) to their climax and resolution, which will involve the reunion of father
17 and daughter.

18 130. While both fathers eat horribly unhealthy food and drink a lot and
19 smoke cigars (smoking cigars was introduced in the concept reel for *Omaha*), their
20 daughters are into eating and living a healthy life. Sandy makes Tofurkey, which
21 is tofu turkey and makes and serves oatmeal. Mickey juices and eats healthily too.
22 Both daughters give their fathers a hard time about their unhealthy eating habits.

23 131. Both fathers start to open up once their daughters have leapt back into
24 their lives and incorporated themselves into their daily baseball routines.
25 However, both daughters are as sarcastic as their fathers, and quick to push their
26 fathers away. Both fathers initially try to keep things on the surface with their
27 daughters, while trying to hide/downplay their health issues. They both want their
28 daughters to go back to something that will elevate their careers. Dodge wants

1 Sandy to go back to college to earn a degree and maybe teach (and in the notes, to
2 go back to a professional legal type job). Gus wants Mickey to return to her law
3 firm to be elevated to partner. They both feel their daughters deserve that next step
4 up in life. Both fathers have uncomfortable moments with their daughters when
5 they move back into their lives, including arguments that end with one or the other
6 slamming a door or sarcastically saying “nice to see you too.” Each father avoids
7 touching on the painful stories that resulted in their pushing their daughter away
8 after their wife died.

9 132. Both fathers are confronted, when they least expect it, by their
10 daughters about past events that lead to their strained relationship. Both daughters
11 accuse their fathers of checking out on them when they were younger. Sandy
12 unloads, finally, on her father at his house when he is not expecting it. Mickey
13 unloads on her father at a diner when he is not expecting it. Both men eventually
14 react by explaining how hard it was for them after their wives died. These father-
15 daughter discussions are dramatic and unfold into a revelation about why the two
16 went their own ways.

17 133. Both daughters figure out their father’s illness by talking to doctors
18 and are angry at their fathers for hiding it. Both daughters have hospital scenes
19 with their father, and both run to their father’s rescue. While both daughters begin
20 the journey back into their father’s lives tentatively, and seem ready to make a
21 quick return to their own lives, as things evolve, they both admit to having a
22 dysfunctional sense of responsibility to make sure their fathers are given the help
23 they need. And both daughters provide it.

24 134. Both daughters start hesitantly to take care of their fathers. Both help
25 their fathers through a challenge in the fathers’ career and both challenges include
26 an enormous responsibility therein. While both men are initially shown to be
27 proudly driving their old cars on their own, even if they are hitting the garage
28 walls; by the end, both daughters end up driving the fathers to the places they need

1 to go. Each daughter starts to give her father advice about his baseball job. In this
2 way, each father surrenders his autonomy and independence to his daughter.

3 135. As each father warmly reunites with his daughter, each daughter
4 discloses her own love for the game of baseball (each has a love/hate relationship
5 with baseball as it was viewed as the thief that stole their father from them).
6 Moreover, each opens up enough to share with her father that she has pined away
7 for years simply wanting to have her father make time to play baseball with her,
8 even just a little bit of ball. So as the sun comes up, Dodge takes his daughter
9 Sandy into the backyard with a pair of baseball gloves to play catch with her. Gus
10 pitches to Mickey on a baseball field as the sun goes down. Both daughters delight
11 beyond words in this experience. It is a part of the climax really in both of the
12 father-daughter stories and their journey to overcome being separated by the very
13 game that is now bringing them back together. These are warm and touching
14 moments, that are essentially identical, in both stories. It is important to note that
15 even within this father-daughter story plot, there were many choices for the writer
16 as to how the father and daughter could have ended up bonding. The daughters
17 could have had their fathers do something outside the game with them, like going
18 shopping or sharing a different passion of their own. Instead, the precise same
19 choice is made in both. Indeed, it is a bold choice, full of irony: the daughters pick
20 the very game of which they have been jealous for having taken their fathers from
21 them to help with a reunification with their father -- choosing to play some light
22 baseball with their fathers for a precious moment, in order to complete their
23 reunion.

24 136. Both stories then race through to a feel-good ending that smacks of a
25 traditional "Hollywood ending." Both end with the father and daughter on a
26 baseball field together and a touching last moment at a baseball park together with
27 the credits rolling.

28 137. There are even more other similarities. The Rod character from

1 *Omaha* is boastful about himself in an over-the-top way at the outset. The Brady
2 character from *Omaha* is a ladies' man who makes comments about all the women
3 he can date. In *Trouble with the Curve*, the boastful high school recruit, Bo Gentry
4 (herein "Gentry"), is a merger of both and his dialogue is very much classic
5 Handfield writing.

6 138. Both stories and scripts have scenes where smoke alarms go off in the
7 kitchen. Additionally, in *Omaha*, Dodge played for the Atlanta Braves and in
8 *Trouble with the Curve*, Gus scouts for the Atlanta Braves. Both the Dodge
9 character and the Gus character are depicted in a moving scene looking into a
10 mirror and examining their older selves where they truly realize and reflect on the
11 reality that they are growing older and weaker. In the polish draft of *Omaha* that
12 Handfield and DiFiglia turned in to Brooks, on page 23, it read, "Coach [Dodge]
13 stares at the bruises in the mirror, then into his eyes a moment. Feeling his age."
14 In *Trouble with the Curve*, on page 49, Gus "looks at himself in the mirror. Really
15 looks. Like it's the first look in a long, long time. And he's surprised. Revealing
16 his very receding hairline. Feels around his face. Rough. Wrinkles. Moves to his
17 arms and hands. Runs his fingers over all the sun and age spots. The gifts of
18 father-time. Back to the mirror. Resigned." In both, they literally miss a step
19 while walking as a sign of their illness and they try to quickly pass it off. This
20 particular scene is used in both *Omaha* and *Trouble with the Curve* in the precise
21 same manner: to drive home the main character's illness is progressing now.

22 139. Both feature bar fights with broken beers bottles at honky-tonk, rural
23 bars. In *Trouble with the Curve*, Gus breaks a beer bottle to use in a fight at a bar.
24 In one version of *Omaha*, Handfield uses this tactic again by incorporating a bar
25 fight scene where a "meathead" breaks a beer bottle over a player's head.

26 140. Yes, there are even more similarities. There is a character in *Omaha*
27 named after Mickey Mantle and the daughter in *Trouble with the Curve* takes on
28 that same namesake.

1 141. Significantly, both stories take a young man who is a colleague of the
2 father right out of the same baseball world and make him a love interest for the
3 daughter. In both stories, the father is depicted as almost insanely overprotective
4 of his daughter as she re-enters his life; yet, in both stories the father approves of
5 the daughter dating and falling in love with a young man from the very game that
6 has owned him during his life. In both stories, the young male love interest of the
7 daughter lightens the mood between father and daughter and helps build a bridge
8 between them, in place of the missing mom. The love interest for the daughter is
9 intentionally made lighter and more easygoing than either the father or the
10 daughter.

11 142. Co-Conspirator Handfield once described *Omaha* in writing to a third
12 party as follows: “It’s about an irascible college baseball coach trying to lead his
13 small school to the college world series his last year of coaching. He is also trying
14 to reconcile with his estranged daughter.” Brooks and Handfield also regularly
15 characterized *Omaha* as a first of its kind father-daughter story set against the
16 backdrop of baseball. The fact that baseball was to be really only a backdrop to the
17 main plot was central to Gold Glove Productions’ marketing strategy. This
18 creative decision was made to broaden the appeal of this movie beyond the typical
19 baseball fan to include fathers and daughters and theater goers who could relate to
20 a daughter trying to reunite with a father, much the way Brooks’ mother dreamed
21 she could have done with her own father before dying.

22 143. The reviews for *Trouble with the Curve* could have just as easily
23 described *Omaha*. For example, one reviewer for Baseball America wrote: “Like
24 most great baseball movies, the sport only serves as the backdrop to a bigger story
25 and *Trouble with the Curve* is no exception. While many of the film’s scenes take
26 place at ballparks, Robert Lorenz’s debut as director (and Randy Brown’s debut as
27 a screenwriter) is more about a man struggling to come to terms with his old age
28 and declining career and a daughter trying to connect with her father.” This one

1 and virtually every other review could describe either story or both at the same
2 time.

3 144. The story told in the copyrighted drafts of *Omaha*, taken in
4 conjunction with the copyrighted concept reel that was provided in connection with
5 it (or just taken alone), is substantially similar to the story told in *Trouble with the*
6 *Curve*, and if one looks squarely to the main plot, the two are strikingly similar.

7 **XV. ACCESS WAS GIVEN TO HANDFIELD AND DIFIGLIA,**
8 **THEN TO FERRARO, AND THROUGH THE CONSPIRACY,**
9 **TO ALL THE DEFENDANTS**

10 145. Co-Conspirator Handfield and DiFiglia had access to all of the *Omaha*
11 notes, *Run Down* treatments, copyrighted drafts of *Omaha*, Brooks' own notes, the
12 concept reel, and all of the Brooks' private baseball stories, including, for example,
13 being hit in the head by a fastball in the neighborhood of 100 miles per hour Josh
14 Beckett pitch. Upon information and belief, Co-Conspirator Brown may have seen
15 and been given access to all or most of the foregoing. Given Co-Conspirator
16 Ferraro's involvement in the falling out between Gold Glove Productions and
17 Handfield in late 2008, upon information and belief, Ferraro had access to at least
18 the draft on which his client was working when he was making the final polishes to
19 *Omaha* and Brooks' notes for that final polish. The other Defendants will be
20 proven to have had access to the copyrighted and original intellectual property of
21 Gold Glove Productions by virtue of the conspiracy described below. Further
22 proof of the particulars of this shady business will be secured through upcoming
23 discovery, but needless to say, each Defendant's very visible fingerprints are all
24 over the infringing work and process, which are at their core and in all material
25 respects strikingly similar.

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27
28 ///

1 **XVI. THE FINGERPRINTS OF THEFT AND COPYING OF THE**
2 **PLAINTIFFS' INTELLECTUAL PROPERTY**

3 146. In life, many cover-ups, ranging from the Dreyfus Affair to
4 Watergate, start to unravel with a small crack that breaks open and exposes the
5 hidden truth. There are many such cracks in this instance. First, on page 17 of one
6 of the final drafts of *Trouble with the Curve* there is a scene depicted in the script
7 (and the film) where kids are playing baseball in an open field. One of the kids
8 says "I'm gonna be Josh Beckett and I'm gonna throw at your head." Plaintiff
9 Brooks played against Josh Beckett in high school. In fact, he had several well-
10 documented and witnessed battles at the plate when Josh Beckett pitched against
11 him. Josh Beckett was already throwing at or near 100 miles per hour. He is one
12 of the few who ever did so, much less at such a young age. In one game, Brooks
13 hit a home run off of Josh Beckett and Beckett "eyeballed" Brooks all the way
14 around the bases, as Brooks took his home run trot. When they next faced each
15 other in a summer league game, Josh Beckett threw a fastball (traveling in the
16 neighborhood of 100 miles per hour) at Brooks' head and it hit him in his ear.
17 Brooks had to be taken to the emergency room. He suffered a serious concussion
18 and easily could have been killed. This is all documented and there are plenty of
19 witnesses. Brooks knows Josh Beckett. Brooks shared this story many times with
20 Handfield when the two were collaborating on the earlier drafts of *Omaha*. The
21 scene in *Trouble with the Curve* where one kid pretends to be Josh Beckett and
22 talks about throwing at the head of the other had to have been written by
23 Handfield. Brown, the imposter given credit for writing *Trouble with the Curve*,
24 quit playing any baseball in his early teens, and grew up in the Bay Area. Brown
25 never faced Josh Beckett and has never to this day met or spoken with Brooks
26 about that incident. There would be no logical basis upon which Co-Conspirator
27 Brown would have written that scene. Brown admits to following Bay Area teams
28 as a casual sports fan. The scene could have depicted the kids mimicking Barry

1 Bonds or any of the old A's pitchers like Mark Mulder, Barry Zito or Tim Hudson;
2 but instead, it referenced the Houston, Texas native and former Boston Red Sox
3 star, Josh Beckett and a specific incident that involved Plaintiff Brooks.

4 147. The bars where fights break out are all roughly described in the same
5 way. This is one of Handfield's favorite types of scenes. He wrote one into
6 *Trouble with the Curve*, where out of nowhere Gus slams a patron (who was hitting
7 on his daughter) against the wall. He smashes a beer bottle against the table and
8 holds the jagged glass to the patron's face. Gus actually lunges forward with the
9 broken beer bottle. This same type of scene can be found on page 53 in *Omaha* in
10 which Handfield wrote a scene where a "meathead" breaks a beer bottle on a
11 player's head at a bar. Both scenes in *Omaha* and *Trouble with the Curve* with
12 fight scenes using a broken bottle in a honky-tonk bar are written in Handfield's
13 hand and style.

14 148. "Todd" is the name of one of Handfield's best friends. Actually, his
15 name is Todd Smith and Brooks came to know this when he and Handfield were
16 friends. Handfield likes to name characters after people in his life. Also,
17 Handfield would often call Todd Smith, "Smitty." Hence, one of the characters at
18 the law firm at which Mickey (in *Trouble with the Curve*) works is named "Todd."
19 Not surprisingly, another character in the *Trouble with the Curve* script is named
20 "Smitty."

21 149. Also, the Bo Gentry character in *Trouble with the Curve* is described
22 as playing third base. Of course, of the nine positions on a baseball field, Brooks
23 also played third base. Gentry is depicted as a high school standout who has the
24 scouts swarming. That was a reflection of Plaintiff Brooks and Brooks shared with
25 Handfield all the details of his high school years when the scouts followed him.
26 Moreover, there is a part in *Trouble with the Curve* when Gentry hits a home run
27 and elects not to give his third base coach a high-five. This is another story from
28 the baseball life of Brooks, to which several could and will testify, that Brooks told

1 to Handfield years before Handfield illegally penned *Trouble with the Curve*.
2 While there was a time when Brooks strongly considered not “high-fiving” his
3 third base coach, he took the high road and did high-five him, but he shared with
4 Handfield his temptation not to do so. So, this was yet another scene that was
5 “borrowed” directly from another original baseball experience that Plaintiff Brooks
6 shared one-on-one with Defendant Handfield, in confidence.

7 150. Handfield and Brooks also felt it would be a good idea to name the
8 daughter of the father in *Omaha* after Brooks’ mother, Sandy, and both Handfield
9 and Brooks came to realize that she could also be viewed as being named after the
10 great Los Angeles Dodger baseball player, Sandy Koufax. When Handfield
11 changed *Omaha* to *Trouble with the Curve*, he named the daughter Mickey, after
12 the New York Yankees’ great Mickey Mantle, and did that easily by borrowing
13 “Mick” (as the nickname for Mickey) which had already been given to one of the
14 players in *Omaha*.

15 151. Handfield learned from Brooks, directly, and from his time spent at
16 the College World Series in Omaha, that the players on the local teams which did
17 not make it to the College World Series, worked as hot dog and peanut vendors at
18 this event. Handfield came to learn from Brooks how much these players dreamed
19 of making it onto the field and playing in the College World Series against the top
20 prospects. This anecdote is written into a part of the storyline in *Omaha* based on
21 discussions between Brooks and Handfield about what it must feel like to be the
22 local players who have to work as food vendors during games while the top flight
23 teams and real hot shot prospects get to play for the National Championship. Not
24 surprisingly, *Trouble with the Curve* suspends reality and forces a scene into that
25 film in which a local player is forced to be a vendor at games while the hot shot
26 recruit, Gentry, plays. But eventually, the local player/peanut vendor gets
27 discovered and is brought in to pitch against Gentry. This was an odd twist on that
28 same concept from *Omaha* that several critics found less than credible, unrealistic,

1 and which seemed forced into *Trouble with the Curve*. Many have wondered
2 where that twist came from, while in fact, Brooks had discussed it with Handfield
3 many times. The concept is directly addressed in *Omaha*. Brooks constantly
4 worked against Handfield's desire to suspend the reality of the baseball world to
5 create or force a moment... a "Hollywood moment," when the two were
6 collaborating on *Omaha*. Brooks resisted these efforts because he wanted
7 *Omaha*'s baseball backdrop to the father-daughter story to be genuine and not
8 hokey. When left on his own, Handfield took facts about baseball he learned from
9 Brooks and original concepts penned correctly in *Omaha* and did in *Trouble with*
10 *the Curve* what Brooks would not allow in *Omaha*; to wit, he suspended reality,
11 consistent with his writing style.

12 152. In yet another clear imprint of Handfield's work, he included a scene
13 in *Trouble with the Curve* in which Gus is at the gravesite of his departed wife
14 having lunch, figuratively, with her. First, he mentions the Dogwood trees.
15 Dogwood trees are the flowering state tree of Virginia, where Handfield, not
16 Randy Brown, grew up (Brown was raised in San Jose, California). Then, the Gus
17 character mentions the presence of Blue Jays in the cemetery. Blue Jays are in
18 Virginia year-round. Again, Handfield grew up in Northern Virginia and
19 encountered many Blue Jays and Dogwood trees in the spring time when *Trouble*
20 *with the Curve* takes place. Besides the setting being clearly something Handfield
21 (and not Brown) would contrive, there is a statement made by Gus that sent shivers
22 down Brooks' spine when he heard it uttered on screen: Gus complains that "ever
23 since Rosenblatt's closed" he has not been able to get a good pastrami sandwich.
24 Rosenblatt Stadium was the site of the College World Series, an esteemed event
25 from the early 1940s through 2010. In fact, Handfield and Brooks spent time at
26 Rosenblatt Stadium in 2005 at the College World Series researching the game of
27 baseball at a high level and writing. Rosenblatt Stadium offered an amazing
28 pastrami sandwich. This classic sandwich is believed to have originated in Omaha,

1 Nebraska. Some complained that the new stadium that replaced it was too
2 corporate and did not serve up the same pastrami sandwiches. Handfield learned
3 of the connection between pastrami sandwiches and Rosenblatt and blatantly, but
4 awkwardly, used it in *Trouble with the Curve*. Those words (“ever since
5 Rosenblatt’s closed” in reference to Gus not being able to get a good pastrami
6 sandwich anymore) were written by Handfield. *Trouble with the Curve* is set in
7 the Deep South, mostly Georgia, and while the Deep South has many fine
8 examples of cultural cuisines, such as grits, fried chicken, black-eyed peas and
9 cornbread, it is not known for pastrami sandwiches. An investigation has revealed
10 that there appears to be no famous deli’s or sandwich shops in that region called
11 “Rosenblatt’s” that even exists or has recently closed.

12 153. Handfield’s orientation is football from his years at Ohio State and he
13 is admittedly not a baseball guy. His baseball knowledge all came from Brooks
14 and his field trips with Brooks. Handfield’s book, script, and film, *Touchback*, is
15 centered on football. Handfield’s football orientation is all over *Trouble with the*
16 *Curve* and, apparently, no one on the production team of this infringing film knew
17 enough about baseball to correct Handfield’s mistakes. First, *Trouble with the*
18 *Curve* references the use of a “scouting combine” to evaluate baseball prospects.
19 The word “combine” is not a term used in baseball, it is a term used in football.
20 This is found on page 12 of one of the later drafts of *Trouble with the Curve* and
21 mentioned in the film. “The Combine” also just happens to be the name of
22 Handfield’s production company, with actor Jeremy Renner, who may have had a
23 friendship or association with Defendant Randy Brown, as well as Defendant
24 Handfield. On page 77 of *Trouble with the Curve*, a marching band is stomping
25 around the field. Marching bands do not go on the fields and play at baseball
26 games, but they do play at football games. Also, the way in which *Trouble with*
27 *the Curve* depicts the MLB draft is wrong; but, the depiction is consistent with the
28 NFL draft.

1 154. The language the scouts use is mostly very wrong. It does not sound
2 like true baseball language for the most part. Alternatively, Brown admits to
3 having never attended a game with a scout and in interviews could not remember
4 the name of a single scout. It appears that Handfield did his best and possibly
5 cribbed a bit from *Moneyball* too, but was lost without Brooks by his side while he
6 tried to dress the copyrighted father-daughter story in *Omaha* into the infringing
7 *Trouble with the Curve*. He made mistakes.

8 155. An expert at analyzing writing styles, tics, and writing DNA, found
9 that a regular, legible rhythm of using single words for focus, clarity, and emphasis
10 after a period or comma is common with Handfield in all of his writing. This use
11 of a single word after a period or comma serves as one word punctuation. This is
12 consistently found in four feature length screenplays written by Handfield and five
13 web series episodes for *Driver's Ed*, also written by Handfield. Interestingly,
14 when Brooks hired Kyle Fuller to help him move the script forward, the resulting
15 draft of *Omaha* in 2007 used longer sentences with much more prose, which
16 replaced much of Handfield's characteristic writing style. Yet, Handfield's
17 signature writing tics can be found profoundly throughout *Trouble with the Curve*.
18 Handfield also regularly uses the words "pissed" and "incredulous," and enjoys
19 employing nostalgia. He is quick to drop in references to war veterans and past
20 wars. He did this in both *Omaha* and in a scene in *Trouble with the Curve*. The
21 little bit of episodic writing done by Brown over twelve or thirteen years ago
22 presents none of these traits.

23 156. One of the clogging capitals of the world is Northern Virginia and
24 there were many festivals featuring clogging around Herndon, where Handfield
25 grew up and went to high school. There is a clogging scene in *Trouble with the*
26 *Curve*. There is a heavy use of nostalgia reflected in old cars and old school
27 approaches in both scripts. This, too, is vintage Handfield.

28 157. Handfield is fond of writing family photos into scenes, and does so, as

1 noted in both *Omaha* and *Trouble with the Curve*. He also likes to place photos on
2 dashboards of cars, and did so in *Hello My Name is Jason Scott*, for example, and
3 in *Trouble with the Curve*.

4 158. Again, we see Handfield has a practice of depicting scenes where
5 family photos cover walls. This is done in many of his dramatic screen plays in
6 nearly the same manner, including all three of his versions of *Omaha*, *Touchback*,
7 *Love Always*, and of course, also in *Trouble with the Curve*.

8 159. While the word “pissed” is common in vernacular, it is not entirely
9 common for a writer to so constantly use it as a means of conveying someone is
10 angry. The word “pissed” appears in the *Omaha* drafts, *Hello My Name is Jason*
11 *Scott*, *Driver’s Ed – Pole Position*, *Love Always*, *Touchback*, and, of course,
12 *Trouble with the Curve*. It is not just the use of a word or concept, but how
13 Handfield uses them. Again, his writing DNA traces through all his scripts,
14 inclusive of his counterfeit, infringing version of *Trouble with the Curve*, and in
15 fact in a very noticeable fashion according to one industry expert with stellar
16 credentials.

17 160. Handfield also often writes into most of his scripts a relatable African
18 American character as to whom the grumpy or surly main character is close or
19 closer to than others initially. In *Omaha*, it’s the “Rod” character, in *Touchback* it
20 is the “Gig” character, in *Hello My Name is Jason Scott* it is “Black Jason,” and in
21 *Trouble with the Curve* it is “Lucious.” An expert will testify that Handfield’s
22 handling of black characters, how he names them, and how he presents them is
23 consistent throughout and representative of how he presents these characters as a
24 writer.

25 161. A top industry expert has found many of the writing “handprints” of
26 Don Handfield in *Trouble with the Curve*. Handfield has used the concept of a
27 character eating dinner foods for breakfast in several of his scripts, and likes to
28 refer to Barcaloungers in his scripts. These writing habits of Handfield, not Randy

1 Brown, are all present in *Trouble with the Curve*. According to a top film school
2 expert who has read hundreds of scripts in their career and is expert at indentifying
3 a writer's style and habits, it leaps off the page that Handfield, not Brown, not
4 Weisler, and not Lorenz, wrote *Trouble with the Curve* and that it was a poorly
5 cloaked and watered down version of *Omaha*, on which he collaborated for years
6 with Brooks, under a work-for-hire contract with Gold Glove Productions.

7 **XVII. THE FACTS TO DATE POINT TO A SHADY CONSPIRACY:**
8 **ONE THAT IS MALICIOUS, OPPRESSIVE, FRAUDULENT,**
9 **AND A RACKET**

10 162. Brown was fraudulently and unethically given the sole screenplay
11 credit for *Trouble with the Curve*. It is crystal clear he did not write this script and
12 the facts that follow will draw the reader and finder of fact into a sea of intrigue
13 that envelopes the deceit that took place. The actual writer of *Trouble with the*
14 *Curve* was, unequivocally, Defendant Handfield (which is largely based on his
15 collaborative effort with Plaintiff Brooks on *Omaha* and the copyrighted story
16 therein). In writing *Trouble with the Curve*, Handfield was trying to camouflage
17 his taking the heart and soul from the unique father-daughter baseball story found
18 in the copyrighted script *Omaha*, which he wrote for Gold Glove Productions as a
19 work-for-hire. As this Complaint further pulls the web of this conspiracy apart,
20 Handfield's motive for stealing the father-daughter baseball story from *Omaha* will
21 become clear. In writing *Trouble with the Curve*, Handfield used: (1) the *Omaha*
22 scripts and the father/daughter story therein; (2) notes taken from his collaborative
23 writing of *Omaha* with Brooks; (3) parts of the Gold Glove Productions' *Omaha*
24 concept reel; (4) part of Brooks' life experiences; (5) faulty football terminology
25 and references; and (6) parts of *Moneyball*. Handfield and his Co-Conspirators
26 then passed the very valuable sole writing credit to a straw man in the person of
27 Defendant Brown.

28 163. Brown grew up in San Jose, California. He was born in 1959 and is

1 roughly 54 years old. At the relevant time for this matter, he was in his early fifties
2 playing in a band called *The Neighbors*, which had been touring small bars and
3 bar/restaurant venues like Monty's Steakhouse throughout California and Las
4 Vegas. His band also performed at weddings. He had not a single screenplay
5 credit to his name when the events at issue unfolded. At that time, he was in a
6 marginal band with a friend from his childhood, covering Springsteen tunes and
7 they were writing some of their own stuff, (songs that is) and kicking it during
8 weddings and in small venues. By his own admission in the few carefully
9 controlled interviews Defendant Brown has given to date about *Trouble with the*
10 *Curve*, he was not, during this time or any other time, (1) playing baseball, (2)
11 meeting with scouts or managers or (3) attending any high school or college
12 baseball games. He had quit playing baseball as a young teen and ditched his
13 cleats for acting. After giving acting a spin in New York and finding pretty much
14 only light soap series work, he came back to California, took up a screen writing
15 course at UCLA in early 2000, and was largely unsuccessful as a screenwriter,
16 landing only two writing jobs in two years, and one shared credit and one full
17 credit for non-prime time episodic television scripts. Realizing he was not likely to
18 make a living writing or acting, Brown appears to have taken up playing music in a
19 band that can be fairly characterized as one of many looking for wedding gigs and
20 small venue work. This was what he was largely doing over the last decade.

21 164. Brown tried to appear legitimate in interviews by claiming that he was
22 a baseball nut when he was fifteen years of age. However, he failed to explain
23 why, if he was a baseball nut at that age, he quit the sport. Plus, that was over
24 thirty-five (35) years ago. He was himself, unlike Brooks of Gold Glove
25 Productions, never scouted. He has not yet, in any interview, even named a player
26 whom he knew was scouted or a scout with whom he spoke. The scripts that are
27 so-called "his" do not make a single dedication to anyone associated with the game
28 of baseball.

1 165. Co-Conspirator Brown lies and says he wrote a romantic comedy in
2 1995 or 1996 about two scouts who were scouting the same player and who fell in
3 love. He says that he sent that purported script to a few places and that it was well
4 received and he suggests that somehow Dustin Hoffman was interested in the
5 project or attached to it, and while admitting in interviews that he is aware that
6 persons in Hollywood rip off the screenplays of others, he admits he never
7 registered this screenplay he sent to heavy hitters with the Copyright Office. These
8 parts of the lies told by Brown and the others associated with him in this racket are
9 simply not credible on any level. Moreover, he has never produced a copy of the
10 romantic comedy (yet). Brown has admitted he has never personally met with a
11 scout, travelled with a scout or personally known a scout, and that he was never
12 scouted. Yet, he claims to have written an entire comedy about such a unique class
13 of persons. That is not credible. He claims that this was a love story involving two
14 scouts. Well, historically there have been just a few female baseball scouts. To be
15 motivated or moved to write any story about a male and female baseball scout
16 falling in love, the writer would have to know about the few female baseball
17 scouts, and know that subject well. Brown does not know anything well about any
18 scouts, much less the historical nuances of female baseball scouts. Furthermore,
19 there is not even a scintilla of real evidence to date that any such script was
20 submitted to Dustin Hoffman. (This was an easy “go to” story made up by the Co-
21 Conspirators, given the fact that Defendant Cohen was previously partnered with
22 Dustin Hoffman). Interestingly, the Co-Conspirator who was set up to vouch for
23 the alleged earlier submissions of independently created drafts of screenplays by
24 Brown is none other than Jay Cohen, whose hands are all over this situation.

25 166. Brown says he tossed this hot romantic comedy about two adult
26 scouts into a drawer way back in early 2000 or so, or earlier. That was over
27 thirteen (13) years ago.

28 167. Brown did do, as noted, some minor episodic television at or around

1 this same time. Brown received two writing credits for his work on two episodes
2 for the TV show entitled *Twice in a Lifetime*. The first was a show entitled “Knock
3 Out.” From the viewpoint of Plaintiffs’ retained experts, no aspect of that writing
4 reinforces that Brown wrote any part of *Trouble with the Curve*. The second and
5 last episodic television show as for which Co-Conspirator Brown was given any
6 credit was interestingly called “Curveball.” One might think for a moment that
7 this would be some evidence that Brown would then pen a script called *Trouble*
8 *with the Curve*. Not so. The two scripts could not be further apart or reveal
9 authors who were more different, in nearly every way. The “Curveball” episode is
10 about a kid who is forced to keep playing baseball by his “win at all costs” father
11 and who is then killed by a foul ball. The child comes back to life for three days
12 back in time to when his own father was being forced to play Little League by his
13 father, and being pressured to win at all costs. The main character’s mission is to
14 break the cycle of abusive pressure to play Little League baseball and win at all
15 costs. This episode hardly reveals the writings of an experienced baseball
16 enthusiast or participant. In point of fact, a careful reading of Brown’s limited
17 interviews reveal that as soon as he was old enough to make his own decisions as a
18 young teen, he quit baseball and soon after fled to New York City to act. One
19 might even venture a reasonably safe guess that Brown may have had a father who
20 pressured him to play baseball, or knew of one. Sure enough this episode had
21 nothing to do with hitting a curveball or the spirit of the game at the higher levels
22 of a national power high school, college and pros, and nothing to do with a father-
23 daughter story.

24 168. After writing a less than stellar episode about a young man who not
25 only hates playing Little League but comes back to life to discourage his father
26 from playing, Brown quit this career and moved at some point into music. This
27 was a pattern for Co-Conspirator Brown. He quit baseball, he quit acting, he quit
28 writing, and he had found a home in a small venue bar/wedding gig band.

1 169. Brown likely presented himself to the other Defendants and Co-
2 Conspirators as someone who knew about baseball, at least in a very general sense,
3 especially when it came to the Bay Area's sports teams. However, this is not a
4 man who has spent his life, or any significant part of it, playing baseball.
5 Furthermore, he does not come across in any of his interviews as a man with a true
6 passion for the sport. He openly admitted that he did not even bother go out to a
7 baseball field and sit with a scout to watch a full game.

8 170. Most tellingly, Brown did not once speak about, or offer any insight
9 into, the genesis of the touching and moving father-daughter story told in *Trouble*
10 *with the Curve* (and that originated in *Omaha*) -- the first father-daughter film ever
11 made or script ever written (except for the real script, *Omaha*) against the backdrop
12 of modern day baseball. This is because he did not write it, or conceive of that
13 original story or plot idea. Brooks, the high school and college standout, who lived
14 the life of a scouted and managed baseball player, who cared for his mother during
15 her battle with cancer and listened attentively as she shared her pain from being
16 estranged from her father, felt that story in his heart, lived part of it in his life and
17 conceived of it. Handfield wrote it as a work-for-hire, and then stole it and
18 camouflaged it and somehow agreed with one or more that Co-Conspirator Brown
19 would be a good stand-in as the imposter writer. Brown can talk some fast
20 nonsense about baseball, which exposes to anyone who knows the game that he
21 does not know it much at all. So, maybe Handfield, who inadvertently was filling
22 the camouflaged rewrite of *Omaha* with non-applicable football terminology, and
23 some of his other non-baseball cohorts, thought that Brown would pass the smell
24 test as an authentic, steeped expert/fan of baseball. They were wrong. A well-
25 known local baseball legend will appear at trial to testify about how horribly un-
26 baseball educated Randy Brown sounds in his few staged and controlled interviews
27 regarding *Trouble with the Curve*. For Brown, his story is simple: Trouble with
28 the Truth.

1 171. Brown represented in a number of interviews that he wrote “ten
2 scripts and twenty drafts.” However, Defendant Brown is unclear about which
3 script he was writing. Upon reading all of his public interviews together, this is
4 what Defendant Brown has said regarding his script writing: He wrote some
5 romantic comedy about a male and female scout that he only very vaguely
6 described; then, he supposedly sent this script around to a group of unnamed
7 people or productions companies; then, those unnamed people gave him positive
8 feedback; then, he took this script that he has only vaguely described and said he
9 threw it into some drawer (and never registered it for copyright protection even
10 though he admits that he believes people in Hollywood steal scripts); then, he
11 claims he did not think about this script until 2008 or so when he read some *Los*
12 *Angeles Times* article about some scout whose name he cannot recall and whom he
13 never even phoned to interview.

14 172. Brown further claims that after he read that *Los Angeles Times* profile
15 about a scout whose name he does not recall, he thought about his script that was
16 in his drawer. However, he admits that he never tried to contact the scout who was
17 featured in the article and he did nothing further with the script sitting in his
18 drawer. He further admits that he took no action with respect to that script for
19 another couple of years. Then, he claims he pulled the script out of the drawer
20 years later and in conjunction with a production manager, who predominantly
21 works on horror films, reworked his purported romantic comedy into a unique, first
22 of its kind dramatic father-daughter story, one of reunion, set against the backdrop
23 of baseball. He did not register any version of the screenplay until early 2012,
24 when *Trouble with the Curve* was in pre-production, which is highly unusual
25 within the industry on many levels. So, of course, one would have to ask: when
26 Brown says he wrote “ten scripts and twenty drafts,” was that of the romantic
27 comedy thrown into the drawer or of the infringing screenplay at issue, *Trouble*
28 *with the Curve*? Also, one has to ask why this screenplay was not registered by

1 anybody until long after the trades had announced that Eastwood would star in this
2 film, Lorenz would direct it, and Malpasos will produce the film -- and until after
3 the film was in pre-production hurtling toward production. And, for how long was
4 Handfield holding onto his claim to this script he wrote (by infringing and stealing
5 the plot and story of *Omaha*) before passing off the credit to Brown for other
6 consideration?

7 173. The lie baked by the Co-Conspirators really imploded when Co-
8 Conspirator Brown gave an interview to an esteemed baseball writer Rob Edelman
9 (herein “Edelman”), who will be called to testify in this trial. In this interview,
10 Brown lied and contradicted his life experiences, postured and admitted his lack of
11 background or experience sufficient to write *Trouble with the Curve*. Brown,
12 never the successful actor either, flubbed his lines in his interviews so badly that
13 Co-Conspirator Malpasos sent assistants running with names to fill in the blanks.
14 This is documented by Edelman himself.

15 174. First, Edelman asks, “And what is the genesis of *Trouble with the*
16 *Curve*?” Brown answers, “I chose this subject because, well, I just know baseball.
17 As a kid, I read the box scores every day and I knew baseball trivia. But what
18 really inspired me more than anything was Jerry Maguire. That’s one of my
19 favorites.” Well, the first thing that is evident and lays the lie to Brown and
20 exposes him as an imposter is that he said not one thing about the father-daughter
21 story or the genesis for that plot that drives this script and film, and he never does.
22 He said he chose the moving father-daughter story because he just knows baseball.

23 175. If you try enough cases where there is a claim that someone stole
24 someone else’s creative idea, there is a simple way to tell who is lying and who is
25 telling the truth: if the person really created the story himself or herself, he/she will
26 tell you a detailed, genuine, spot-on story of how this creative work, story or song
27 came to him/her and was born inside him/her. Play Brown’s answer back: he
28 allegedly wrote this moving, unique father-daughter story “because he just knows

1 baseball.” Now, play back Brooks’ answer to that question: he was a high school
2 All-American and an All-Big 12 Conference third baseman at the University of
3 Texas, which is the winningest program in the history of college baseball, seeing
4 all aspects of the game of baseball; and then he experienced his mother’s
5 admission in her final days that she felt brokenhearted because of being estranged
6 from her father; and then he experienced a baseball coach lament being estranged
7 from his daughter. Which sounds genuine to you? Brown then offers his
8 childhood reading of box scores for the motivation to write this moving father-
9 daughter story. Those “would be” box scores must have been from games played
10 by the Giants or A’s. One thing has nothing to do with the other. He read them as
11 a child. So what? Many members of the jury to be empanelled in this case and
12 many judges or judicial clerks read box scores when they were younger; it did not
13 inspire them to rise up decades later and write a moving father-daughter screenplay
14 of reconciliation set against the backdrop of baseball, especially one supposedly
15 reworked from a romantic comedy. Finally, Brown, who was sliding all over the
16 place in giving this answer, said that the motivation for this father-daughter
17 baseball story was also the 1996 film Jerry Maguire. That film was almost entirely
18 about a football agent leaving his sports agency and falling in love with an
19 assistant who is a single mom. Again, Defendant Brown’s answer indicts the
20 entire racket that claims he was the actual writer of *Trouble with the Curve*; a
21 claim made purely in order to hide the identity of the actual writer, the one who
22 stole it from a prior work-for-hire relationship with Plaintiff Gold Glove
23 Productions, Defendant/Co-Conspirator Handfield.

24 176. As for the story’s setting, Defendant Brown told Rob Edelman “My
25 parents were from the South, from North Carolina and Mississippi. So, I have
26 southern roots in my DNA. I became familiar with Asheville, North Carolina and
27 the surrounding area, so that’s where I set the movie.” But, the truth is: Brown (1)
28 grew up in San Jose, (2) lives in Calabasas outside of Los Angeles, (3) has never

1 played a single high school baseball game in North Carolina, and (4) focuses on
2 Asheville, North Carolina which is way up in the Smoky Mountains and known for
3 the Vanderbilt Estate and its running creeks, but is not known for high school
4 baseball. Durham, Greensboro, and Raleigh are known for their high school
5 baseball. And in the end, the fields set forth in *Trouble with the Curve* are all set in
6 Georgia. Defendant Robert Lorenz said unequivocally in an interview that *Trouble*
7 *with the Curve* was shot in Georgia because Brown “was from the area and chose
8 [the Georgia locations].” Well, that is simply not true, either. Remember, Brown
9 lives in Calabasas, California and grew up in San Jose, California, not Georgia.

10 177. Then, at one point in this interview, Brown says “I originally
11 envisioned *Trouble with the Curve* as a romantic comedy about two scouts who
12 were going after the same player, but in the writing, it eventually became more of a
13 father-daughter story.” Additionally, Brown repeatedly admits, in this and other
14 interviews, that he never spent time with any baseball scouts, never travelled with
15 any, was never scouted, and he is unable to even remember the name of any scout
16 with whom he ever spoke. Hence, this part of his fabrication is also exposed.
17 Then, he simply says the alleged romantic comedy about two adult scouts that was
18 sitting in some drawer for over a decade just morphed into a father-daughter story
19 (somehow on its own). This defies logic and is a bold face lie, and patently so.

20 178. Brown claims that sometime around 2009 or 2010 he read a *Los*
21 *Angeles Times* profile on a scout, and that this article gave birth to the Gus
22 character in his mind. The *Los Angeles Times* ran an article about a scout in 2009.
23 It was not about an old school, graying, white man who is ill and set in his ways. It
24 was about a scout named Epy Guerrero. Epy Guerrero scouts in the Dominican
25 Republic. In 2007, there had been an article written about another Latin scout who
26 was an impeccable dresser. And, there was an article about how the days of
27 running from one venue to another to scout a player were now being replaced by
28 scouting players in one stop at the Olympics. None of these articles could have

1 inspired the Gus character. Gus was an amalgamation of high school and college
2 coaches for whom Brooks played or otherwise knew, and, to whom Handfield was
3 introduced by Brooks (some of them). Defendant Brown's story, again, falls short
4 of the truth, by a wide margin.

5 179. If one reads the Edelman interview carefully, one can summarize that
6 Defendant Brown is attempting to pass off the following story as being true: he had
7 a politely rejected screenplay (never registered and not yet produced to anyone
8 who professed publicly to have seen it) that was a romantic comedy about two
9 scouts falling in love while they scout the same player. This was sitting in a
10 drawer at his home, when, in 2009, he read some article in the *Los Angeles Times*,
11 apparently about a Latino scout in the Dominican Republic that inspired him to
12 create an elderly white scout from the South. Then Brown simply did nothing until
13 years later when he brought some version of his script to Weisler, at which point
14 the two suddenly had written a father-daughter baseball story. One has to strain to
15 follow the trail of lies told by Defendant/Co-Conspirator Brown in this interview.

16 180. There are so many aspects of what Brown said in interviews that
17 simply defy logic and common sense. For example, Defendant Brown admits to
18 being an A's and Giants fan and growing up in the Bay Area, but fails to explain
19 why then would he read an article about a detailed profile on a Dodgers scout
20 given the intense rivalry between the two teams. Brown also never explained the
21 genesis of the father-daughter story, much less most of what is found in the script,
22 *Trouble with the Curve*. He simply asks us to believe that his amorphous, romantic
23 comedy just morphed into the unique father-daughter baseball story found by sheer
24 coincidence in the pages of the *Omaha* script.

25 181. Furthermore, there is a segment of his interview with Edelman that
26 was clearly coached and rehearsed by Brown ahead of time. Knowing that he was
27 a party to stealing the copyrighted work of Gold Glove Productions and the
28 genuinely original father-daughter story conceived of by Gold Glove Productions'

1 founder, Brooks, Brown tries to lay the ground work for the argument that Brooks
2 really stole the idea from him. He goes on about how after this *Los Angeles Times*
3 article about a Dominican scout gave him the vision of the Gus (Dodge) father
4 character, he was instantly worried someone would steal his idea. In a classic
5 Freudian admission, he refers to the process of stealing another's script or story
6 idea as the type of thing that goes on all the time in Hollywood. Further, one has
7 to keep in mind that Brown "was so worried that someone would steal his idea"
8 that he never registered any of his existing *Trouble with the Curve* screenplays
9 until the film was well into pre-production.

10 182. Then, in this interview, Defendant Brown adds that at or about the
11 time he read this *Los Angeles Times* profile on the Dominican scout "this article
12 only added to my admiration of a scout like Gus." First, he had a romantic comedy
13 in his drawer at home and no conception of the Gus character at this time. Gus is
14 an irascible, cranky, cursing, heavy drinking, stubborn scout who is at odds with
15 his daughter and going blind. Brown is asking us to believe that an article about a
16 Dominican scout caused Defendant Brown, who had not written a lick about a
17 father-daughter story, to look into the future when someone would introduce these
18 characters to him and at that moment have an admiration for this later to be
19 revealed Gus character. And, he admired this cranky fellow. Again, this is utter
20 nonsense.

21 183. Keep in mind, that Defendant Brown cannot even remember the name
22 of the scout he supposedly read about in this *Los Angeles Times* profile and he says
23 nothing about following up with this man or travelling with him. He admits he did
24 none of that.

25 184. Defendant Brown finally has the audacity to say that some time in
26 2011 – just some time in that year – he found this nine-year-old romantic comedy
27 about a male and a female scout falling in love and just "did some work on it," and
28 magically turned it into a gripping father-daughter story set against the backdrop of

1 baseball where the father was struggling with an illness, his career, and his
2 estranged relationship with his daughter. Brown never once gives the actual
3 genesis of any of this suddenly “new” story and plot. He is, by this time, over a
4 decade removed from his first two and only writing credits, for two episodes of a
5 television show, without a single screen play credit, and often travelling and on
6 tour with his band.

7 185. Defendant Brown then nonchalantly says that he just “got it over to
8 Malpaso.” Brown asks those reading this interview to believe that a largely
9 inactive writer/actor, hitting age fifty, playing in a wedding band, can throw
10 together a script and he just “got it to Malpaso.” No part of this is even close to
11 reality.

12 186. When asked to give any details of the motivation for the scouting
13 setting chosen for *Trouble with the Curve*, Brown says “*I spoke to some scouts on*
14 *the phone. No road trip; I didn’t travel with them. I’m embarrassed to say I don’t*
15 *remember their names*” (emphasis added). Defendant Brown had better start
16 rewriting his own lines because presently he is not putting forth a story that has any
17 credibility. If a writer was motivated to write a father-daughter story with emotion
18 and drama against the back drop of the scouting industry, he would spend a
19 significant amount of time with scouts, take notes, and likely dedicate his
20 screenplay (at least in part) to them, and, at a minimum, he would remember their
21 names. It was Don Handfield, not Randy Brown, who wrote *Trouble with the*
22 *Curve*. Handfield had travelled to key baseball locations with Brooks of Gold
23 Glove Productions and met top prospects and was exposed to scouts during that
24 time. Handfield, while employed on this project as a work-for-hire writer and
25 while traveling with Brooks, wrote notes about scouts in working up *Omaha*.
26 Handfield could provide names, but Brown, when on his own as the imposter,
27 posing as the actual writer of this story, simply could not provide the name of a
28 single scout.

1 187. Brown's heretofore unheralded band, *The Neighbors*, was given the
2 perk of cutting a song on the soundtrack for the *Trouble with the Curve* film.
3 Brown received the sole writing credit. In point of fact, if true, this story of a fifty-
4 year-old man coming out of the woodwork to write an original father-daughter
5 baseball story chosen by Clint Eastwood as one of his last films in which he would
6 likely act would have normally been all over the press. Yet, here, hardly any
7 stories were printed about this, and few interviews were given. Brown's meteoric
8 rise was kept quiet on purpose.

9 188. An interesting triangle of relationships was then revealed. It turns out
10 that Ferraro of UTA, who had been representing Handfield for years up to this
11 time, was also, apparently, representing Brown. No formal announcement of when
12 it was that UTA and Ferraro took on Brown as a client is found, and the agency
13 will not give that information out and did not provide it in any of Brown's
14 interviews. Conveniently, this very same agent (Ferraro) who was in the middle of
15 the falling out between Gold Glove Productions and Handfield over Handfield's
16 unacceptable polish job of the copyrighted father-daughter baseball story known as
17 *Omaha*, and who represents Handfield, was now in fact also representing
18 Defendant Brown. Charles Ferraro is not the type of agent who is typically
19 representing fifty-year-old wedding band performers who have no acting credits
20 and only two small TV script writing credits to their name. Of all the agents and
21 agencies in Hollywood, suddenly Brown was sharing this exact same agent with
22 Handfield. Alternatively, Brown could have inexplicably been a client of UTA
23 and Ferraro for some time and had come to know Handfield through their common
24 representation. This triangle of relationships, under any circumstances, certainly
25 creates a cloud of reasonable suspicion.

26 189. Defendants/Co-Conspirators UTA, Ferraro, and Brown have each
27 benefited greatly from this racket, scam, and conspiracy in that UTA, Ferraro, and
28 Brown have now parlayed Brown's counterfeit writing credit into other high

1 paying jobs for the one time wedding band performer, from which they all receive
2 compensation.

3 190. After Brooks of Gold Glove Productions began to investigate how his
4 unique father-daughter baseball story became the basis of *Trouble with the Curve*,
5 he had to delicately ask questions of industry contacts who were friends with both
6 Handfield and DiFiglia. On or about September 6, 2012, shortly before the release
7 of *Trouble with the Curve* a mutual friend of Brooks and Handfield provided
8 Brooks with what was represented to be a version of *Trouble with the Curve*
9 written “15 years ago” by Brown. This “alleged original” draft reeks of a cover up
10 and a botched one at that. The cover page suggests the script was submitted to
11 Cosmic Entertainment, at a time that Defendant Cohen would have been a
12 principal at that company, along with the other Cosmic principals Kurt Russell and
13 Goldie Hawn. However, this script submission is “conveniently” not dated
14 anywhere. And, the script bears no copyright registration. An expert will be
15 retained to “date” the original of this draft. It appears that the copy received was
16 contrived. This draft is not the romantic comedy Brown says he wrote. It also has
17 been made to look like a slightly different draft through editing of the later scripts
18 of *Trouble with the Curve*. It fails to make temporal sense. This script, which if
19 written in 1996 references (1) laptop technology that did not exist at the time, (2)
20 Cal Ripken as being bald when he was not, (3) cultural happenings that had not
21 occurred as of that time, (4) it refers to Tom Glavine as being a kid when he would
22 have actually been thirty-one and an adult and a very mature major league baseball
23 player, and (5) Gus as the scout to recruit Hank Aaron, despite the Gus character’s
24 young age during the time period of Hank Aaron’s entrance into the MLB scene.
25 In short, this other version of *Trouble with the Curve* seems to have been contrived
26 to suggest that Brown submitted earlier versions to production companies like the
27 one run many years earlier by Defendant Cohen.

28 191. Defendant/Co-Conspirator Michele Weisler is represented by

1 Defendant/Co-Conspirator The Gersh Agency. She mostly, but not always, has
2 served as a production manager on horror films such as *Stir of Echoes*. She has
3 been in the industry for a long time, working her way up the ladder; ultimately,
4 upon information and belief, using this conspiracy to take her first full producer
5 credit on a major theatrical release with *Trouble with the Curve*. Upon information
6 and belief she has a close working relationship with Defendant Cohen, at her
7 agency. And, Weisler goes back a long way with Lorenz of Malpas Productions.
8 Defendants Lorenz and Weisler first worked together on *Slumber Party Massacre*
9 *III* in 1990. Upon information and belief, they knew each other fairly well prior to
10 the formation of this conspiracy and racket. Weisler appears to have been assigned
11 to Brown to keep him in check. She attended the premiere for *Trouble with the*
12 *Curve* with Brown (the latter is on record as being married) and sat in on most, if
13 not all, of Defendant Brown's limited interviews.

14 192. In one of the few videotaped interviews Brown was allowed to do,
15 Defendant/Co-Conspirator Weisler sat by his side. She jumped ahead of him in
16 answering questions for him. Weisler repeats in her few interviews that Defendant
17 Brown came to her and that she "worked on [the script] with him." She states, in
18 at least one interview, that this "team writing" took a good bit of time with
19 Defendant Brown. This is also largely, if not entirely, fabricated and meant to be
20 misleading. If one were to follow and match this up with what Defendant Brown
21 said in his interviews, then one would have to conclude that Defendant Brown
22 brought a romantic comedy about two scouts to Defendant Weisler and the two
23 managed to rewrite that entirely and write in the hand of Handfield while just
24 coincidentally writing a father-daughter baseball story the plot of which is
25 strikingly similar to the ordinary observer. In either case, Defendant Weisler is
26 primarily a production manager, with no listed writing credits. She, too, never
27 states the genesis of the father-daughter story in any interviews.

28 193. If in fact Brown was ready to submit a script to Co-Conspirator

1 Malpasso, he would have done so through his agent, Ferraro (if Ferraro had actually
2 been his agent). Weisler and Brown both stated in interviews that some unnamed
3 friend introduced the two. The “friend” is conveniently never named. Neither
4 Weisler nor Brown ever state what they were rewriting. In response to one
5 interview question, Defendant/Co-Conspirator Weisler slips and states that *Trouble*
6 *with the Curve* teaches us that life is short and never to assume we will have
7 forever to fix a relationship. She further opened Pandora’s box containing the
8 subterfuge with that statement because that absolutely was the powerful message
9 of *Omaha*, in which the father/Coach Dodge is actually dying of cancer. It was in
10 *Omaha* (not *Trouble with the Curve*) that there is limited time for the father to fix
11 his relationship with his daughter. When Defendant Handfield and others rewrote
12 *Omaha* to become *Trouble with the Curve*, they watered down the delivery of this
13 point by having the father in that version of this story suffer from an eye disease
14 that is robbing his sight and ending his career, not his life. The prospect of losing
15 his sight would not have meant that he would have run out of time to fix the
16 relationship with his daughter. Again, running out of time was what was
17 happening to the father in *Omaha*, not in *Trouble with the Curve*. Nonetheless,
18 Weisler inadvertently ascribed that fact about *Omaha* to *Trouble with the Curve*.
19 Obviously, she was describing *Omaha* and it shows her familiarity with *Omaha*.
20 Upon information and belief, Defendant Weisler saw and had access to *Omaha* and
21 worked directly with Handfield in connection with the submission of the known to
22 be infringing *Trouble with the Curve* draft to Lorenz.

23 194. Lorenz’s conduct does not add up either. First, he lies a few times in
24 his interviews and tries to cloud what really took place. For example, he stated in
25 one or more interviews that *Trouble with the Curve* was filmed in Georgia because
26 Defendant Brown wanted that and was from there. This is not true on any level
27 and was said seemingly to try to give credence to the lie that Brown really was the
28 writer of the shooting script. He was not. Handfield and others were, and they

1 were stealing and infringing *Omaha's* father-daughter baseball story. Moreover,
2 Defendant Brown never lived in or anywhere near Georgia. The real truth is that,
3 in fact, the locations of *Trouble with the Curve* were set in Georgia because of the
4 very favorable tax incentives for filming there.

5 195. Defendant Lorenz's involvement in this conspiracy is clear because
6 when Brown failed to remember the names of the scouts he was supposed to say he
7 knew during his interviews, it was Defendant/Co-Conspirator Lorenz who sent his
8 assistants over to provide the interviewer the names of the scouts who were
9 supposedly forgotten (and, if you can believe it, they provided the name of a
10 former Angels player who never was a scout and the name of an actual scout who
11 was hired by Malpas as part of the production of the movie, but who had never
12 previously spoken with Defendant Brown before the infringing script was given
13 the green light by Defendants and Co-Conspirators Malpas and Warner Brothers).

14 196. Upon information and belief, Defendant/Co-Conspirator Lorenz knew
15 this was a stolen and rogue script in the sense that he knew, at the very least, that
16 there was some uncertainty or lack of clarity over who wrote the script submitted
17 to him at Malpas and at least some uncertainty or lack of clarity over who owned
18 the rights associated with it. This is buttressed by the extraordinarily late
19 registration of the copyrights claimed in connection with *Trouble with the Curve*.
20 The issue of who should receive those falsely procured copyrights seemed to be up
21 in the air for quite a while. The fact is that this father-daughter baseball story
22 cloaked in a slow moving setting related to baseball had tremendous appeal to
23 Defendant Lorenz. First, he had been looking for a long time to make his
24 directorial debut. This was a critical next step in a career that had heretofore been
25 spent in the shadows of and at the beck and call of Clint Eastwood. This story was
26 free of spectacles and special effects that would make it necessary to employ a
27 more experienced director. It would be a straightforward, lower budget film to
28 shoot. Defendant Lorenz and/or his wife were drawn in by the father-daughter

1 story and the aging, irascible father seemed tailor made for the aging, irascible
2 Clint Eastwood. If Gold Glove Productions' rights had been honored, this film
3 would have never been presented to Defendants and Co-Conspirators Malpaso and
4 Lorenz, as Gold Glove Productions wanted to produce the film and Brooks was
5 slated to direct it. It was convenient for Lorenz to help spin the web of lies to
6 advance his own career, finally getting an opportunity to direct.

7 197. In spinning this web of lies in interviews and in statements to the
8 public, Lorenz downplayed his connection with Weisler, and even dismissively
9 referred to her as some "gal" in one interview. He never offered or admitted or
10 was honest about the extent of his relationship with her. He was, however, very
11 aware of her role in babysitting and accompanying of the stand-in, Brown.

12 198. In a not so coincidentally related happening, Defendant/Co-
13 Conspirator Handfield (who rewrote *Omaha* on his own or with others to become
14 *Trouble with the Curve*) was himself, before all this plotting, saddened to watch his
15 own passionate film project die in or about 2009 because there was no distribution
16 deal or studio interest. Interestingly, it was The Gersh Agency's Cohen who was
17 suddenly able to convince Kurt Russell to star in this low budget, limited release
18 film (which, like *Lazarus*, was being resurrected from the dead) and who found a
19 distribution deal with Anchor Bay Entertainment. This was a very important
20 consideration to Handfield and he was walking on air. His film *Touchback* was
21 timed to come out nearly at the same time as *Trouble with the Curve*. At least one
22 independent journalist has associated Defendant Handfield with both *Touchback*
23 and *Trouble with the Curve*. The extent of horse trading that occurred within this
24 cover-up and conspiracy is being investigated aggressively and will be the subject
25 of discovery in this action. One thing is for sure -- whether in back rooms, at their
26 kids' soccer games or over cigars at a cigar club, some heavy duty, but secretive,
27 dishonest discussions took place between these named Defendants and Co-
28 Conspirators.

1 199. This conspiracy and racket in which the mail, phone, internet, and
2 other means were used across state lines to unlawfully carry out acts and exchange
3 funds yielded much for the Co-Conspirators and Defendants. Each advanced their
4 careers and pocketbooks at Plaintiffs' expense. Defendant/Co-Conspirator
5 Handfield was able to curry (or trade for) favor with the likes of Cohen and
6 somehow end up with *Touchback* being released and distributed around the same
7 time as *Trouble with the Curve*. Also, Handfield finally got to do what he had
8 always wanted: take the father-daughter story he had been hired to write for Gold
9 Glove Productions and do it his way, meaning to junk it up around the edges with
10 hokey Hollywood stuff. Defendant/Co-Conspirator DiFiglia is partnered in
11 business and life with Defendant/Co-Conspirator Handfield and she prospers as he
12 does. Defendant/Co-Conspirator Brown got to walk out of the shadows of
13 anonymity and enjoy fame, credits, a revived career as a writer, and a significant
14 sum of money at the expense of Plaintiffs. Defendant/Co-Conspirator Weisler
15 received her first full producer credit on a major theatrical release, a Malpasos/Clint
16 Eastwood production that significantly broadened her resume and she was
17 handsomely paid both on and off the books, upon information and belief.
18 Defendant/Co-Conspirator Lorenz was able to secure a film project that allowed
19 for his directorial debut and to provide supporting roles for member of his family.
20 Lorenz merely closed his eyes to the fact that this came at the expense of Brooks'
21 and Gold Glove Productions' rights. Defendant Lorenz lied as much as any of the
22 Defendants about key facts. Defendant/Co-Conspirator Ferraro received the
23 benefit of commissions from monies paid to Brown from the *Trouble with the*
24 *Curve* production and likely, in some manner, in connection with the distribution
25 of Handfield's *Touchback*. Accordingly, his agency, Defendant/Co-Conspirator
26 UTA benefited and is implicated. Defendant Cohen received compensation tied to
27 his role in launching *Touchback* and, directly or indirectly, from Defendant/Co-
28 Conspirator Weisler's role in connection with *Trouble with the Curve*. Finally, all

1 the corporate Defendants made millions off of the infringing film and follow-up
2 releases in DVD, Blu-ray, and otherwise, and off the soundtrack and
3 merchandising. Plaintiffs never consented to any of this, and Defendants kept their
4 illicit conspiracy a secret for a long time, and likely thought they had not been
5 caught until today.

6 **XVIII. DAMAGES**

7 200. The damages to the Plaintiffs run on many levels. Brooks lost his
8 expected and deserved shared writing credit, directorial debut and credit, as well as
9 a producer credit. This loss was proximately, actually, and directly caused by the
10 Defendants and Co-Conspirators and each of them. Gold Glove Productions is
11 entitled to the profits it would have earned had the Defendants not interfered with
12 its exclusive copyrights to the original father-daughter baseball story, one which
13 was not to be diluted in the final writing. Defendant Gold Glove Productions is
14 entitled to the profits the infringing Defendants have earned, and will earn from
15 their infringing conduct, whether such infringement resulted from their direct
16 infringement, their contributory infringement or vicarious infringement, or any
17 combination(s) thereof. Defendant Gold Glove Productions lost its producer
18 credit. On certain claims for relief, attorneys' fees are appropriate and on certain
19 other claims for relief, punitive damages are appropriate. At present, the damages
20 are viewed to be many tens of millions of dollars. Defendants each jointly and
21 severally, and proximately, actually and directly caused these damages. The
22 Defendants' total reported gross revenues off of their illegal, unlawful, and
23 infringing conduct exceeds \$90 million dollars to date and is growing in amount.
24 Plaintiffs' reasonably expected economic advantages have been taken away by
25 Defendants' conduct.

26
27
28 ///

FIRST CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101 et seq.)
(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL
DEFENDANTS)

201. Gold Glove Productions repeats, alleges, and incorporates by reference each of the allegations set forth in this Complaint in paragraphs 1 through 200 as though fully set forth herein.

202. Gold Glove Productions is, and at all times relevant to the matters alleged in this Complaint, was engaged in the business of creating motion pictures that depict fundamental human values, and does so by commissioning works-for-hire and buying scripts, or entering production deals.

203. Gold Glove Productions owns the copyrights to the original screenplay drafts and concept reel versions of *Omaha* (earlier known as *Run Down*), which include an original, protected expression of a father-daughter story set against the backdrop of baseball that was conceived of by Brooks based upon his experiencing his mother's confession when dying that she regretted being estranged from her father and then hearing from a college baseball coach that he felt estranged from his only daughter. On May 15, 2006, Brooks registered a draft of the screenplay *Omaha: Run Down*, an early treatment/draft of *Omaha*, with the United States Copyright Office. This copyright was assigned to Gold Glove Productions effective as of May 1, 2006. The next draft of *Omaha* was created in July 2007 and its copyright was certified September 4, 2013 to Gold Glove Productions. These were provided by Defendant Don Handfield, in close collaboration with Brooks, as a work-for-hire pursuant to the parties' written agreements. The polish of *Omaha*, for which Defendants Handfield and DiFiglia were hired/commissioned under their written work-for-hire contracts to complete, was turned in to Gold Glove Productions on October 13, 2008 and certified for copyright on August 29, 2013 to Omaha, LLC. This copyright was assigned to

1 Gold Glove Productions effective as of August 1, 2013. The *Omaha* concept reel
2 took months to create, was completed in 2007, and was certified for copyright
3 September 23, 2013 as a work-for-hire for Gold Glove Productions pursuant to a
4 written agreement.

5 204. Gold Glove Productions is the owner of all copyright rights in and to
6 the original creative work, *Omaha* (inclusive of the *Run Down* drafts), in all of its
7 advancing, original, unique, and protected permutations, and has never assigned,
8 licensed or otherwise transferred its copyright rights to the aforementioned
9 protectable expressions registered for copyright protection in the name of Gold
10 Glove Productions to any of the Defendants, nor to any other third party.

11 205. On information and belief, Defendants/Co-Conspirators violated Gold
12 Glove Productions' exclusive right to prepare, to exploit, to distribute and to
13 publish and create motion pictures and other derivative works based upon the
14 copyrighted works entitled *Run Down* and/or *Omaha*. This was done via an
15 orchestrated, willful, and malicious effort by Defendants/Co-Conspirators to steal
16 the core plot and story of Gold Glove Productions' copyrighted, original, protected
17 expression of a father/daughter baseball story that was to be made into a motion
18 picture, camouflage it, and pass it off as the script and later-made motion picture,
19 *Trouble with the Curve*, in order to derive profits and to also derive associated
20 accolades flowing from the motion picture industry. The writing fingerprint and
21 DNA of Defendant Handfield is all over this sloppily camouflaged and infringing
22 work. Each Defendant/Co-Conspirator, acting in concert, was aware of,
23 encouraged, aided, and benefited from disguising and infringing upon Gold Glove
24 Productions' copyrights in and to all the *Run Down* and *Omaha* related protected
25 expression and works, and exploiting it for profit.

26 206. The infringing work, *Trouble with the Curve*, was released by the
27 aforementioned Defendants involved in the distribution and exploitation of this
28 infringing work in theaters worldwide, beginning with its domestic release on

1 September 21, 2012 and grossed \$35,763,137 in domestic and \$13,200,000 in
2 foreign box office receipts and yielded at least \$11,862,342 in DVD and Blu-ray
3 sales, to date.

4 207. Defendants/Co-Conspirators violated Gold Glove Productions'
5 exclusive right to distribute copies of the copyrighted works known as *Run Down*
6 and/or *Omaha*, and all protected expressions therein. The Defendants/Co-
7 Conspirators worked in concert to steal the core plot and story of a father-daughter
8 baseball film which was embodied in these protected, copyrighted works belonging
9 to Gold Glove Productions. This stolen idea of a father-daughter baseball film,
10 with an irascible yet ailing father, an estranged daughter, and the backdrop of the
11 baseball world was watered down and made into the infringing film *Trouble with*
12 *the Curve*.

13 208. *Trouble with the Curve* is substantially similar to, if not strikingly
14 similar to, *Omaha* and all of the related copyrighted, protected expression intended
15 for use in a motion picture, all owned by Plaintiff Gold Glove Productions. The
16 Defendants/Co-Conspirators copied material and high quantities of Plaintiff Gold
17 Glove Productions' protectable expression found within its aforementioned
18 copyrighted and owned works.

19 209. Defendants/Co-Conspirators exploited, distributed and published the
20 infringing work *Trouble with the Curve*, which, in part, outright duplicates
21 protected expression from *Run Down* and/or *Omaha* and the related protected
22 works, which in part presents a comprehensive literal similarity to Gold Glove
23 Productions' aforementioned, protected copyrighted works, and which in part
24 copied portions of these copyrighted works that are important to the impact and
25 character of the work from which these copied portions were taken.

26 210. The Defendants/Co-Conspirators had different levels of access to
27 Plaintiff Gold Glove Productions' protectable expression set forth in its
28 copyrighted and owned works entitled *Run Down* and/or *Omaha*, as alleged herein,

1 but each had access, and this is in part proven by the striking similarity of the plots
2 of the works at issue.

3 211. The Defendants/Co-Conspirators distributed copies of the motion
4 picture for profit and associated financial and other industry-related advantages.

5 212. As a result Gold Glove Productions has suffered damages in amounts
6 to be determined at trial but no less than tens of millions of dollars.

7 **SECOND CLAIM FOR RELIEF**

8 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

9 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL**
10 **DEFENDANTS)**

11 213. Gold Glove Productions repeats, alleges, and incorporates by
12 reference each of the allegations set forth in this Complaint in paragraphs 1
13 through 200 as though fully set forth herein.

14 214. Gold Glove Productions owns the copyrights to the original
15 screenplay and concept reel versions of *Omaha* (earlier known as *Run Down*),
16 which include an original, protected expression of a father-daughter story set
17 against the backdrop of baseball that was conceived of by Brooks based upon his
18 experiencing his mother's confession when dying that she regretted being
19 estranged from her father and then hearing from a college baseball coach that he
20 felt estranged from his only daughter. On May 15, 2006, Brooks registered a draft
21 of the screenplay *Omaha: Run Down*, an early treatment/draft of *Omaha*, with the
22 United States Copyright Office. This copyright was assigned to Gold Glove
23 Productions effective May 1, 2006. The next draft of *Omaha* was created in July
24 2007 and its copyright was certified September 4, 2013 to Gold Glove Productions.
25 These drafts were provided by Defendant Don Handfield, in close collaboration
26 with Brooks, as a work-for-hire pursuant to the parties' written agreements. The
27 polish of *Omaha*, for which Defendants/Co-Conspirators Handfield and DiFiglia
28 were hired/commissioned under their written work-for-hire contracts to complete,

1 was turned in to Gold Glove Productions on October 13, 2008 and certified for
2 copyright on August 29, 2013 to Omaha, LLC. This copyright was assigned to
3 Gold Glove Productions effective as of August 1, 2013. The *Omaha* concept reel
4 took months to create, was completed in 2007, and was certified for copyright
5 September 23, 2013 as a work-for-hire for Gold Glove Productions pursuant to a
6 written agreement.

7 215. Gold Glove Productions is the owner of all copyright rights in and to
8 the original creative work, *Omaha* (inclusive of the *Run Down* drafts), in all of its
9 advancing, original, unique and protected permutations, and has never assigned,
10 licensed or otherwise transferred its copyright rights to the aforementioned
11 protectable expressions registered for copyright protection in the name of Gold
12 Glove Productions to any of the Defendants, nor to any other third party.

13 216. On information and belief, Defendants/Co-Conspirators violated Gold
14 Glove Productions' exclusive right to prepare, to exploit, to distribute and to
15 publish and create motion pictures and other derivative works based upon the
16 copyrighted works entitled *Run Down* and/or *Omaha*. This was done via an
17 orchestrated, willful, and malicious effort by Defendants/Co-Conspirators to steal
18 the core plot and story of Gold Glove Productions' copyrighted, original, protected
19 expression of a father-daughter baseball story that was to be made into a motion
20 picture, camouflage it, and pass it off as the script and later-made motion picture,
21 *Trouble with the Curve*, in order to derive profits and to also derive associated
22 accolades flowing from the motion picture industry. The writing fingerprint and
23 DNA of Defendant Handfield is all over this sloppily camouflaged and infringing
24 work. Each Defendant/Co-Conspirator, acting in concert, was aware of,
25 encouraged, aided, and benefited from infringing upon Gold Glove Productions'
26 copyrights in and to all the *Run Down* and *Omaha* related protected expression and
27 works, and exploiting the infringing work for profit.

28 217. The infringing work, *Trouble with the Curve*, was released by the

1 aforementioned Defendants involved in the distribution and exploitation of this
2 infringing work in theaters worldwide, beginning with its domestic release on
3 September 21, 2012 and grossed \$35,763,137 in domestic and \$13,200,000 in
4 foreign box office receipts and yielded at least \$11,862,342 in DVD and Blu-ray
5 sales, to date.

6 218. Defendants/Co-Conspirators violated Gold Glove Productions’
7 exclusive right to distribute copies of the copyrighted works known as *Run Down*
8 and/or *Omaha*, and all protected expression therein. The Defendants/Co-
9 Conspirators worked in concert to steal the core plot and story of a father-daughter
10 baseball film which was embodied in these protected, copyrighted works belonging
11 to Gold Glove Productions. This stolen idea of a father-daughter baseball film,
12 with an irascible yet ailing father, an estranged daughter, and the backdrop of the
13 baseball world was watered down and made into the infringing film *Trouble with*
14 *the Curve*.

15 219. *Trouble with the Curve* is substantially similar to, if not strikingly
16 similar to, *Omaha* and all of the related copyrighted, protected expression intended
17 for use in a motion picture owned by Plaintiff Gold Glove Productions. The
18 Defendants/Co-Conspirators copied material and high quantities of Plaintiff Gold
19 Glove Productions’ protectable expression found within its aforementioned
20 copyrighted and owned works.

21 220. Defendants/Co-Conspirators exploited, distributed, and published the
22 infringing work *Trouble with the Curve*, which in part outright duplicates protected
23 expression from *Run Down* and/or *Omaha* and the related protected works, which
24 in part presents a comprehensive literal similarity to Gold Glove Productions’
25 aforementioned, protected copyrighted works, and which, in part, copied portions
26 of these copyrighted works that are important to the impact and character of the
27 work from which these copied portions were taken.

28 221. The Defendants/Co-Conspirators had different levels of access to

1 Plaintiff Gold Glove Productions' protectable expression set forth in its
2 copyrighted and owned works entitled *Run Down* and/or *Omaha*, as alleged herein,
3 but each had access, and this is in part proven by the substantial, if not striking,
4 similarity of the works at issue.

5 222. Each Defendant/Co-Conspirator, if not directly liable for infringement
6 of Gold Glove Productions' copyrights in the original creative work *Omaha* (also
7 known as *Run Down*), is liable for contributory copyright infringement.

8 223. Upon information and belief, each of the Defendants/Co-Conspirators
9 to this claim for relief knew or should have known of the direct infringement of the
10 original screenplay *Omaha* set forth in the first claim for relief set forth herein
11 above. Defendants Handfield and DiFiglia were hired in 2008 under a Writer
12 Agreement to complete the polish on *Omaha* and thus had firsthand knowledge of
13 the direct infringement of the original father-daughter baseball story. Their
14 dissemination of their personal knowledge to the rest of their Co-Conspirators
15 provided each of the Defendants/Co-Conspirators knowledge of the direct
16 infringement.

17 224. Upon information and belief, each of the Defendants/Co-Conspirators
18 to this claim for relief materially contributed to the infringement of the copyrighted
19 work *Omaha*, for their own profit and benefit.

20 225. Defendants/Co-Conspirators Handfield and DiFiglia camouflaged the
21 original *Omaha* screenplay. Defendants/Co-Conspirators Cohen and Ferraro both
22 used their personal connections within the conspiracy to orchestrate the
23 infringement and derive profits therefrom. Defendant/Co-Conspirator Brown
24 contributed by advancing the masquerade that he was the true author of the
25 screenplay. Defendant/Co-Conspirator Weisler produced and Defendant/Co-
26 Conspirator Lorenz directed the infringing work. The corporate Defendants/Co-
27 Conspirators funded, disseminated, distributed, and exploited the infringing work.

28 226. As a result of each of the named Defendants' contributory

1 infringement, Gold Glove Productions has suffered damages in amounts to be
2 determined at trial but no less than tens of millions of dollars.

3 **THIRD CLAIM FOR RELIEF**

4 **VICARIOUS COPYRIGHT INFRINGEMENT**

5 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL**
6 **DEFENDANTS)**

7 227. Gold Glove Productions repeats, alleges, and incorporates by
8 reference each of the allegations set forth in this Complaint in paragraphs 1
9 through 200 as though fully set forth herein.

10 228. Gold Glove Productions owns the copyrights to the original
11 screenplay and concept reel versions of *Omaha* (earlier known as *Run Down*),
12 which include an original, protected expression of a father-daughter story set
13 against the backdrop of baseball that was conceived of by Brooks based upon his
14 experiencing his mother's confession when dying that she regretted being
15 estranged from her father and then hearing from a college baseball coach that he
16 felt estranged from his only daughter. On May 15, 2006, Brooks registered a draft
17 of the screenplay *Omaha: Run Down*, an early treatment/draft of *Omaha*, with the
18 United States Copyright Office. This copyright was assigned to Gold Glove
19 Productions effective May 1, 2006. The next draft of *Omaha* was created in July
20 2007 and its copyright was certified September 4, 2013 to Gold Glove Productions.
21 These were provided by Defendant Don Handfield, in close collaboration with
22 Brooks, as a work-for-hire pursuant to the parties' written agreements. The polish
23 of *Omaha*, for which Defendants Handfield and DiFiglia were hired/commissioned
24 under their written work-for-hire contracts to complete, was turned in to Gold
25 Glove Productions on October 13, 2008 and certified for copyright on August 29,
26 2013 to Omaha, LLC. This copyright was assigned to Gold Glove Productions
27 effective as of August 1, 2013. The *Omaha* concept reel took months to create,
28 was completed in 2007, and was certified for copyright September 23, 2013 as a

1 work-for-hire for Gold Glove Productions pursuant to a written agreement.

2 229. At all times relevant hereto, Gold Glove Productions has been and
3 remains the owner of all copyright rights in and to the original creative work,
4 *Omaha* (inclusive of the *Run Down* drafts), in all of its advancing, original, unique
5 and protected permutations, and has never assigned, licensed or otherwise
6 transferred its copyright rights to the aforementioned protectable expressions
7 registered for copyright protection in the name of Gold Glove Productions to any
8 of the Defendants, nor to any other third party.

9 230. On information and belief, Defendants/Co-Conspirators violated Gold
10 Glove Productions' exclusive right to prepare, to exploit, to distribute and to
11 publish and create motion pictures and other derivative works based upon the
12 copyrighted works entitled *Run Down* and/or *Omaha*. This was done via an
13 orchestrated, willful, and malicious effort by Defendants/Co-Conspirators to steal
14 the core plot and story of Gold Glove Productions' copyrighted, original, protected
15 expression of a father-daughter baseball story that was to be made into a motion
16 picture, camouflage it, and pass it off as the script and later-made motion picture,
17 *Trouble with the Curve*, in order to derive profits and to also derive associated
18 accolades flowing from the motion picture industry. The writing fingerprint and
19 DNA of Defendant Handfield is all over this sloppily camouflaged and infringing
20 work. Each Defendant/Co-Conspirator, acting in concert, was aware of,
21 encouraged, aided, and benefited from disguising and infringing upon Gold Glove
22 Productions' copyrights in and to all the *Run Down* and *Omaha* related protected
23 expression and works, and exploiting it for profit.

24 231. The infringing work, *Trouble with the Curve*, was released by the
25 aforementioned Defendants involved in the distribution and exploitation of this
26 infringing work in theaters worldwide, beginning with its domestic release on
27 September 21, 2012 and grossed \$35,763,137 in domestic and \$13,200,000 in
28 foreign box office receipts and yielded at least \$11,862,342 in DVD and Blu-ray

1 sales, to date.

2 232. Defendants/Co-Conspirators violated Gold Glove Productions’
3 exclusive right to distribute copies of the copyrighted works known as *Run Down*
4 and/or *Omaha*, and all protected expression therein. The Defendants/Co-
5 Conspirators worked in concert to steal the core plot and story of a father-daughter
6 baseball film which was embodied in these protected, copyrighted works belonging
7 to Gold Glove Productions. This stolen idea of a father-daughter baseball film,
8 with an irascible yet ailing father, an estranged daughter, and the backdrop of the
9 baseball world was watered down and made into the infringing film *Trouble with*
10 *the Curve*.

11 233. *Trouble with the Curve* is substantially similar to, if not strikingly
12 similar to, *Omaha* and all of the related copyrighted, protected expression intended
13 for use in a motion picture and owned by Plaintiff Gold Glove Productions. The
14 Defendants/Co-Conspirators copied material and high quantities of Plaintiff Gold
15 Glove Productions’ protectable expression found within its aforementioned
16 copyrighted and owned works.

17 234. Defendants/Co-Conspirators exploited, distributed, and published the
18 infringing work *Trouble with the Curve*, which, in part, outright duplicates
19 protected expression from *Run Down* and/or *Omaha* and the related protected
20 works, which in part presents a comprehensive literal similarity to Gold Glove
21 Productions’ aforementioned, protected copyrighted works, and which in part
22 copied portions of these copyrighted works that are important to the impact and
23 character of the work from which these copied portions were taken.

24 235. The Defendants/Co-Conspirators had different levels of access to
25 Plaintiff Gold Glove Productions’ protectable expression set forth in its
26 copyrighted and owned works entitled *Run Down* and/or *Omaha*, as alleged herein,
27 but each had access, and this is in part proven by the substantial similarity of the
28 works at issue.

1 236. Each Defendant/Co-Conspirator maintained the right and ability to
2 control the infringing conduct. Each Defendant/Co-Conspirator's actions were an
3 essential step in allowing the infringement to take place. Defendants Handfield,
4 DiFiglia, and Ferraro had direct control over the original copyrighted screenplay
5 *Omaha*, which they later disseminated and exploited for the benefit of themselves
6 and the other Co-Conspirators. Defendant/Co-Conspirator Cohen helped to
7 orchestrate and cover up the infringing work. Defendant/Co-Conspirator Brown
8 masked the infringing activity of the Co-Conspirators by taking a writing credit
9 that was not his to take. Defendant/Co-Conspirator Weisler produced and
10 Defendant/Co-Conspirator Lorenz directed the infringing work, while playing a
11 role in the conspiracy and advancing the infringing works, allowing the planned
12 infringement to come to life. The corporate Defendants/Co-Conspirators funded,
13 disseminated, distributed, and controlled the facilities and resources that were used
14 to perpetuate the infringement.

15 237. Each Defendant/Co-Conspirator had a direct and obvious financial
16 interest in the exploitation and infringement of the copyrighted original screenplay
17 *Omaha*.

18 238. As a result of each of the named Defendant/Co-Conspirator's
19 vicarious infringement, Gold Glove Productions has suffered damages in amounts
20 to be determined at trial but no less than tens of millions of dollars.

21 **FOURTH CLAIM FOR RELIEF**

22 **BREACH OF CONTRACT**

23 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AS TO DEFENDANTS**
24 **HANFIELD AND DIFIGLIA)**

25 239. Gold Glove Productions repeats, alleges, and incorporates by
26 reference each of the allegations set forth in this Complaint in paragraphs 1
27 through 200 as though fully set forth herein.

28 240. A valid contract for writing services existed between Brooks and

1 Defendant Handfield, entered into on January 17, 2005, under which Brooks hired
2 Defendant Handfield to write for the motion picture tentatively titled *Run Down*,
3 which was the predecessor title for the script that became *Omaha*. This contract
4 confirmed that Defendant Handfield would base his writing on Brooks' original
5 ideas, the rights to which are owned by Gold Glove Productions and evidenced a
6 work-for-hire arrangement, later confirmed again in writing by the parties.

7 241. Within this writing services contract was a confidentiality clause
8 holding Defendant Handfield to "maintain the confidentiality of the project,"
9 including by refraining from circulating any writing associated with this project
10 even as a mere sample, without Brooks' express approval.

11 242. A second valid contract existed between Omaha, LLC and Defendants
12 Handfield and DiFiglia, entered into June 13, 2008, under which Handfield and
13 DiFiglia agreed to perform writing services on a work-for-hire basis in connection
14 with the existing screenplay *Omaha*. All rights under this agreement were
15 assigned to Gold Glove Productions effective as of August 1, 2013. Under this
16 agreement Defendants Handfield and DiFiglia were to write a final draft of the
17 screenplay *Omaha*, incorporating the notes shared by Brooks and other materials to
18 which the Handfield and DiFiglia were given access, and they agreed to
19 incorporate and abide by the terms of the earlier June 17, 2005 agreement as well.

20 243. Upon information and belief, Defendants/Co-Conspirators Handfield
21 and DiFiglia breached the aforementioned agreements as part of the conspiracy
22 alleged herein by providing copies of the original screenplay for *Omaha*, and other
23 copyrighted and related works and protected expressions belonging to Plaintiff
24 Gold Glove Productions and/or its related entity Omaha, LLC, to the other Co-
25 Conspirators, as alleged herein, without any consent whatsoever from Gold Glove
26 Productions or its subsidiary, Omaha, LLC.

27 244. These breaches by Defendants/Co-Conspirators Handfield and
28 DiFiglia proximately, actually, and directly caused an interference with Gold

1 Glove Productions' right to release an original father-daughter baseball film
2 containing the unique elements of *Omaha* and other copyrighted, protected works
3 and expressions related thereto. These breaches also caused Gold Glove
4 Productions to lose all formal credit for being the first to create, write, and produce
5 a film of this nature.

6 245. Plaintiff Gold Glove Productions and its subsidiary and predecessors
7 in interests (under the two writing agreements that cross-reference each other)
8 carried out all of their required performance under these contracts and to the extent
9 any term or condition of performance was not carried out, it is excused by virtue of
10 Defendants/Co-Conspirators Handfield's and DiFiglia's material and egregious
11 breach of these contracts.

12 246. As a direct and proximate result of each of Defendant/Co-Conspirator
13 Handfield's and DiFiglia's breach, Plaintiff Gold Glove Productions has suffered
14 damages in amounts to be determined at trial but no less than tens upon tens of
15 millions of dollars.

16 **FIFTH CLAIM FOR RELIEF**
17 **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC**
18 **ADVANTAGE**
19 **(BY PLAINTIFFS GOLD GLOVE PRODUCTIONS AND RYAN A.**
20 **BROOKS AGAINST ALL DEFENDANTS)**

21 247. Gold Glove Productions and Brooks repeat, allege, and incorporate by
22 reference each of the allegations set forth in this Complaint in paragraphs 1
23 through 200 as though fully set forth herein.

24 248. Gold Glove Productions has been in business for over nine years,
25 since 2004, and is an energetic film company producing and bolstering distribution
26 for acclaimed films such as *The Elephant King*, *Harvest of Redemption*, *Slam*
27 *Planet*, and most recently, the Academy Award® winning documentary
28 *INOCENTE*. In the course of conducting such business, Gold Glove Productions

1 has developed solid business and economic relations with funding sources for its
2 film and independent distribution companies.

3 249. Gold Glove Productions' next project was to be the independent
4 production and distribution of the cinematic manifestation of *Omaha*, the father-
5 daughter story set to the backdrop of baseball that Brooks and Gold Glove
6 Productions had been moving toward production and distribution since 2005. In
7 fact, Gold Glove Productions had an entire production team in place by 2007 to
8 move toward the production and distribution of this film, with financing sources in
9 the queue in part. On June 19, 2007, Brooks held a meeting at his home in Los
10 Angeles with his *Omaha* production team. Present were: Fuller, a Co-Producer at
11 Gold Glove Productions; Poon, who had committed himself as an Executive
12 Producer of *Omaha*; Howell, who was also committed as a producer for *Omaha*;
13 McDonald who was part of the *Omaha* production team and who was helping Gold
14 Glove Productions package the film; Byrne, a Creative Assistant at Gold Glove
15 Productions; and Tawashy, who was also part of the production team. Plaintiff
16 Gold Glove Productions' assembled team discussed product placement, financing,
17 and was shown a concept reel in anticipation and preparation for creating a full-
18 length motion picture version of the aforementioned original, copyrighted father-
19 daughter baseball story. The participants who were in attendance unanimously
20 agreed that that when *Omaha* went into production, Brooks would be at the helm
21 of the film as its director. With his assembled team behind him, Brooks planned to
22 work aggressively to secure financing and launch into pre-production once a final,
23 polished script was completed. In short, Plaintiff Gold Glove Productions was
24 ready to capitalize on a set of its own economic relationships that would include
25 independent distribution deals, and other means of exploitation of the film *Omaha*.

26 250. Defendants Handfield and DiFiglia were contracted to complete this
27 polished, final draft of *Omaha* via the aforementioned Writer Agreement date June
28 13, 2008. They were aware that within this agreement was an impending deadline

1 to turn in a serviceable, final draft of *Omaha*. They were also aware that following
2 the submission of this polished draft, that financing and pre-production was hoped
3 to shortly begin on the film, with Brooks as the director. Defendants Handfield
4 and DiFiglia knew that Plaintiff Gold Glove Productions had been approaching
5 other production companies in October 2007 to potentially enter a co-production
6 deal, and that an option available to Gold Glove Productions was to produce the
7 film itself. However, instead of delivering a polished final draft of *Omaha* on time,
8 they repeatedly evaded the deadlines and avoided communications with Plaintiff
9 Brooks, an agent for Gold Glove Productions. When they eventually submitted the
10 script more than nine weeks late, the “final draft” was a huge disappointment.

11 251. This mockery of a final script and delays that preceded it caused the
12 momentum for Gold Glove Productions and its assembled team to come to a
13 temporary halt. This sabotage was accomplished with the full knowledge by
14 Defendants Handfield, DiFiglia, and later Defendant Ferraro, that Gold Glove
15 Productions intended on producing and directing the film once an acceptable final
16 script was finished.

17 252. Gold Glove Productions has had economic relationships with third
18 party sources of financing for its film projects, and with independent distribution
19 companies. Armed with the copyrights to a first of its kind, compelling father-
20 daughter story set against the backdrop of baseball and these film industry
21 relationships, Plaintiff Gold Glove Productions stood ready to capitalize on the
22 foregoing to gain and receive a substantial economic benefit in terms of the profits
23 that would have been returned to Plaintiff Gold Glove Productions upon the
24 expected independent distribution of this film. Plaintiff Brooks stood in a similar
25 position and through such economic relationships and the exploitation by Plaintiff
26 Gold Glove Productions of this film, also stood to secure all of the economic
27 benefits associated with a shared writing credit, executive producer credit, and a
28 directorial credit.

1 253. Upon information and belief, each of the Defendants/Co-Conspirators
2 knew of Gold Glove Productions' economic relations as an independent production
3 company that had achieved noticeable success to date, and of the powerfully,
4 unique father-daughter baseball story to which it held the copyrights. Upon
5 information and belief each of the Defendants/Co-Conspirators knew of Plaintiff
6 Brooks' plans to enjoy the economic benefits of being a co-writer, executive
7 producer, and director in connection with this film and his associated economic
8 relations.

9 254. The Defendants/Co-Conspirators intentionally acted as alleged herein
10 to conspire to interfere with and disrupt Plaintiffs Gold Glove Productions' and
11 Brooks' prospective economic relations and associated financial benefits that
12 would have reasonably grown out of their producing and distributing Gold Glove
13 Productions' copyrighted father-daughter story and film, exclusively, and without
14 interference by any third parties, and did so act to interfere and disrupt such
15 prospective economic relations.

16 255. The Defendants/Co-Conspirators engaged in unjustifiable, wrongful,
17 and illegal conduct as alleged herein, as part of a racket and conspiracy, to take for
18 themselves all the potential economic benefit to be derived from this unique,
19 copyrighted father-daughter baseball story, thereby disrupting and interfering with
20 Plaintiffs Gold Glove Productions' and Brooks' prospective economic advantages
21 associated with the exclusive, unimpeded production and distribution of this
22 copyrighted father-daughter baseball story.

23 256. Plaintiff Gold Glove Productions has lost all of the profits to be
24 gained and realized by Plaintiff Gold Glove Productions upon the unimpeded,
25 exclusive production, and distribution of its unique, copyrighted father-daughter
26 baseball story, as the Defendants and/or Co-Conspirators rushed to market ahead
27 of Plaintiff Gold Glove Productions with an inferior but infringing and
28 substantially similar, if not strikingly similar, father-daughter baseball story. The

1 Defendants have therefore illegally usurped the opportunity that belonged to
2 Plaintiff Gold Glove Productions to produce and distribute, exclusively, this
3 unique and powerful father-daughter baseball story and taken that away from
4 Plaintiff Gold Glove Productions. This tortuous and unjustified interference has
5 harmed Plaintiff Gold Glove Productions in that it has lost what could have
6 reasonably been expected to be many tens of millions of dollars in net profits and
7 all of the acclaim and other economic benefits associated with producing and
8 distributing such a major motion picture. The Defendants/Co-Conspirators also
9 interfered with Plaintiff Brooks' reasonable prospective economic benefits and
10 relations by unjustifiably taking what would have been his shared writing credit,
11 executive producer credit, and directorial credit for other members of the alleged
12 conspiracy and for their own gain.

13 257. Each of the heretofore named Defendants/Co-Conspirators engaged in
14 the wrongful conduct alleged in detail herein. This wrongful conduct and
15 intentional infringing of copyrights was a substantial factor in causing the harm
16 and lost profits experienced by Plaintiff Gold Glove Productions and Plaintiff
17 Brooks in an amount to be proven at the time of trial but expected to be tens of
18 millions of dollars upon tens of millions of dollars as relates to the losses suffered
19 by Plaintiff Gold Glove Productions and tens of millions of dollars in terms of the
20 losses suffered by Plaintiff Brooks.

21 258. The Defendants/Co-Conspirators executed a plan to infringe upon
22 Plaintiff Gold Glove Productions' unique, copyrighted father-daughter baseball
23 story, and to take from Plaintiff Brooks all the credits to which he would have been
24 entitled, and associated earnings, and in so doing stole a story from Gold Glove
25 Production and its founder, Plaintiff Brooks. This story had grown from Brooks'
26 conversations with his mother while she was dying and relating her sorrow over
27 her estrangement from her father, his later discussion with a baseball coach who
28 lamented being estranged from his only daughter, and his own career as a baseball

1 standout that had spanned through high school and college. The Defendants/Co-
2 Conspirators simply harvested for themselves all of the profits, credits, and
3 recognition that was derived from their stealing, and infringing upon this
4 copyrighted work. This conduct was intentional, malicious, oppressive, secretive,
5 and fraudulent and merits a substantial punitive damages award against the
6 Defendants/Co-Conspirators.

7 **SIXTH CLAIM FOR RELIEF**

8 **UNJUST ENRICHMENT**

9 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AS TO DEFENDANTS**
10 **HANDFIELD AND DIFIGLIA)**

11 259. Gold Glove Productions repeats, alleges, and incorporates by
12 reference each of the allegations set forth in this Complaint in paragraphs 1
13 through 200 as though fully set forth herein.

14 260. Defendants/Co-Conspirators Handfield and DiFiglia have benefited
15 from the unauthorized use and/or appropriation of Gold Glove Productions'
16 copyrighted screenplay for *Omaha* as part of the conspiracy alleged herein. They
17 both contracted with Omaha, LLC, an entity related to Gold Glove Productions
18 that assigned all rights under its work-for-hire contract with Defendants Handfield
19 and DiFiglia to Plaintiff Gold Glove Productions. They were paid \$25,000 to write
20 a final draft, on a work-for-hire basis of the father-daughter baseball story under
21 development with Gold Glove Productions, as to which Plaintiff Gold Glove
22 Productions owned all intellectual property rights. They were given access to
23 many copyrighted versions of the *Omaha* (previously called *Run Down*)
24 screenplay, treatments thereof, notes related thereto and a very advanced,
25 copyrighted and directly related concept reel. They breached this contract by
26 making a strikingly similar screenplay in an effort to steal the work-for-hire script
27 on which they worked and for which they were paid. They also lead the charge in
28 the infringement of Gold Glove Productions' copyrighted father-daughter baseball

1 story. They did this so they could both receive certain benefits. Upon information
2 and belief, at least Defendant Handfield was paid for having essentially stolen the
3 intellectual property of Plaintiff Gold Glove Productions and at a minimum
4 bartered his counterfeited knock-off of the *Omaha* father-daughter story for
5 assistance in reviving his own pet film project entitled *Touchback*.

6 261. Plaintiff's related entity contracted with Defendants/Co-Conspirators
7 Handfield and DiFiglia, paid them, and gave them access to a highly confidential,
8 unique and valuable, first of its kind father-daughter baseball story, while
9 expecting they would timely provide a high quality final draft and would keep this
10 proprietary film project under tight wraps, thus honoring their contractual duty to
11 keep this project highly confidential. Defendants/Co-Conspirators accepted
12 payment under their contract with Plaintiff's related entity and then gained the
13 benefits from breaching all the material promises they made under that contract,
14 and taking the work-for-hire as their own, to do as they pleased.

15 262. It would be beyond inequitable and unconscionable for all the reasons
16 stated herein for these two Defendants/Co-Conspirators to enjoy the benefit of
17 taking all they did from Plaintiff Gold Glove Productions without paying for it.
18 Defendants/Co-Conspirators received a great benefit and unjustly retained this
19 benefit at the expense of Plaintiff Gold Glove Productions.

20 **SEVENTH CLAIM FOR RELIEF**

21 **CONVERSION**

22 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL** 23 **DEFENDANTS)**

24 263. Gold Glove Productions repeats, alleges, and incorporates by
25 reference each of the allegations set forth in this Complaint in paragraphs 1
26 through 200 as though fully set forth herein.

27 264. Gold Glove Productions has an ownership right in the original
28 creative work which is manifested as the screenplay *Omaha* and a right to

1 possession thereof. This right was the result of the diligent, innovative, and
2 creative spirit of Brooks and Gold Glove Productions.

3 265. Each Defendant, as part of the conspiracy alleged herein, wrongfully
4 converted and disposed of Gold Glove Productions' rights by misappropriating the
5 screenplay *Omaha* and all related copyrighted works, including the related
6 copyrighted concept reel, and using all of these protected and copyrighted works in
7 connection with the production and distribution of *Trouble with the Curve* as
8 further alleged herein. This was done in a shameful manner with utter disregard
9 for the effort, circumstances, and passion from which the copyrighted project
10 originated. By intentionally taking these copyrighted works and stealing
11 substantially nearly all of their unique protected expression, the
12 Defendant/Conspirators have stolen a core feature of the personal property value of
13 the scripts and concept reel. Once illegally copied in any manner without consent,
14 this personal property is valueless: its core tangible, recognizable value has been
15 converted.

16 266. Once the Defendants/Co-Conspirators harvested these copyrighted
17 works for themselves and their own exploitation, they necessarily prevented and
18 are preventing Plaintiff Gold Glove Productions from enjoying the intellectual
19 property rights that give value to the underlying related personal property, notably
20 the scripts, and concept reel themselves. The Defendants/Co-Conspirators
21 continue to prevent Plaintiff Gold Glove Productions from enjoying the substantive
22 and meaningful intellectual property rights that essentially given value to their
23 copyrighted scripts and concept reel, and this is being done through their continued
24 unlawful harvesting of such rights and exploitation thereof.

25 267. Throughout, Plaintiff has refused to consent to this theft of the rights
26 incidental to and which give meaning to their ownership of the copyrighted works.
27 In many ways, Defendants/Co-Conspirators are destroying all meaningful rights
28 incidental and integral to the ownership of the personal property, namely the

1 aforementioned scripts and concept reel.

2 268. The Defendants/Co-Conspirators' conduct as alleged herein has been
3 a substantial factor in causing Plaintiff to lose all the value incidental to the
4 ownership of its copyrighted, tangible works, namely the aforementioned
5 screenplays and concept reel. The total compensable amount of such conversion
6 will be subject to proof at trial, but is estimated currently to be many tens of
7 millions of dollars.

8 269. Plaintiff Gold Glove Productions spent tens of thousands of dollars
9 using investigators and others to help find and possibly recover some rights that
10 make up the value of the copyrighted, tangible works.

11 270. The Defendants/Co-Conspirators have acted with malice, and in an
12 oppressive and fraudulent manner as relates to their alleged conspiracy and
13 wrongful exploitation and conversion of the core rights alleged herein belonging to
14 Plaintiff Gold Glove Productions and have acted in a manner that merits an award
15 of punitive damages.

16 **EIGHTH CLAIM FOR RELIEF**

17 **VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT**

18 **ORGANIZATIONS ACT (RICO)**

19 **(18 U.S.C. §§ 1961, ET SEQ.)**

20 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL**
21 **DEFENDANTS)**

22 271. Plaintiff Gold Glove Productions repeats, alleges, and incorporates by
23 reference each of the allegations set forth in this Complaint in paragraphs 1
24 through 200 as though fully set forth herein.

25 272. The Defendants/Co-Conspirators were each a "person" and,
26 collectively "persons" within the meaning of 18 U.S.C. § 1961(3) that, as alleged
27 herein, engaged in an enterprise as defined by 18 U.S.C. § 1961(4).

28 273. At all relevant times, the Defendants'/Co-Conspirators' enterprise was

1 engaged in, and its activities affected, interstate commerce.

2 274. In furtherance and for the purpose of executing the described scheme
3 and artifice to advance and conceal the Defendants'/Co-Conspirators' violation of
4 Gold Glove Productions' rights, the Defendants'/Co-Conspirators', acting
5 personally or through their agents or fellow highly coordinated conspirators,
6 engaged in a pattern of racketeering activity as defined in 18 U.S.C. § 1961(5).
7 The purpose of the racketeering activity was, inter alia, to advance and conceal the
8 Defendants'/Co-Conspirators' violation of Gold Glove Productions' protected
9 intellectual property rights, and to derive profit therefrom.

10 275. The racketeering activity consisted of two or more predicate acts.
11 First, it included the act of engaging in monetary transactions involving the
12 proceeds of unlawful activity in violation of 18 U.S.C. § 1957. This occurred in
13 several instances, whereby the Defendants/Co-Conspirators made arrangements to
14 fund the production of the infringing work and sell and exploit it for profit and
15 personal gain. Upon information and belief, the Defendants/Co-Conspirators also
16 made under the table payments to certain members of the alleged conspiracy.
17 Second, it also included criminal copyright infringement in violation of 18 U.S.C.
18 § 2319, as alleged herein above. In particular, the Defendants/Co-Conspirators
19 infringed upon the three copyrighted scripts and the copyrighted concept reel of
20 *Omaha* as part of a highly illegal scheme and scam. Each of these acts and
21 violations resulted in or had the capacity to result in separate economic injury to
22 Plaintiff Gold Glove Productions.

23 276. Defendants' actions have caused and will continue to cause damages
24 and irreparable harm to Gold Glove Productions, in amounts to be determined at
25 trial but no less than tens of millions of dollars.

26
27
28 ///

NINTH CLAIM FOR RELIEF
VIOLATIONS OF THE CALIFORNIA BUSINESS AND PROFESSIONS
CODE §§ 17200, ET SEQ.

**(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL
DEFENDANTS)**

277. Gold Glove Productions repeats, alleges, and incorporates by reference each of the allegations set forth in this Complaint in paragraphs 1 through 200 as though fully set forth herein.

278. Defendants'/Co-Conspirators' actions alleged herein were unfair, fraudulent and unlawful and thus constitute unfair competition within the meaning of California Business & Professions Code §§ 17200, et seq. This conduct involves an industry that is important to the California economy and involves theft, a conspiracy, and a cover up, as well as a massive amount of fraud, including fraud impacting the consumers of the stolen intellectual property that is presently being pedaled to consumers in DVD and Blu-ray form.

279. Defendants' wrongful conduct as alleged herein amounts to a wrongful appropriation of *Omaha* and of rights therein, thus depriving Gold Glove Productions of the full use and value of *Omaha* and, of the attendant goodwill, resulting in likely confusion of and a fraud on the public.

280. On information and belief, Defendants' misrepresentations are and were calculated to deceive Plaintiffs' potential licensors and/or customers and members of the public.

281. Pursuant to California Business & Professions Code § 17203, Plaintiff is entitled to restitution, including but not limited to disgorgement of all of Defendants'/Co-Conspirators' profits associated with this unfair competition.

282. Defendants' actions have caused and will continue to cause damages and irreparable harm to Gold Glove Productions, in amounts to be determined at trial but no less than tens of millions of dollars.

1 283. The aforementioned acts of Defendants were unlawful. In particular,
2 as alleged herein above, the Defendants/Co-Conspirators committed many
3 unlawful acts including violations United States copyright law, racketeering,
4 breach of contract, and various related violations.

5 284. Defendants'/Co-Conspirators' actions were unfair, immoral,
6 unethical, oppressive, unscrupulous, and violated principles of good faith and fair
7 dealing. The Defendants/Co-Conspirators, as alleged herein, stole the heart of an
8 original, compelling father-daughter baseball story, camouflaged it, and exploited
9 it for their own unlawful gain.

10 285. Defendants'/Co-Conspirators' conduct was fraudulent in that it
11 attempted to deceive reasonable consumers by stealing the potential award-
12 winning story of *Omaha* and passing it off to consumers as their own original
13 work, by camouflaging it as the resulting infringing work, *Trouble with the Curve*.

14 286. The aforementioned acts of Defendants/Co-Conspirators were willful,
15 wanton, malicious, and oppressive, were undertaken with the intent to defraud, and
16 as such justify the awarding of all damages allowed under this important state
17 statute.

18 **TENTH CLAIM FOR RELIEF**

19 **FALSE PROMISE**

20 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST**
21 **DEFENDANTS HANDFIELD AND DIFIGLIA)**

22 287. Gold Glove Productions repeats, alleges, and incorporates by
23 reference each of the allegations set forth in this Complaint in paragraphs 1
24 through 200 as though fully set forth herein.

25 288. Defendants/Co-Conspirators Handfield and DiFiglia made three
26 promises to Plaintiff Gold Glove Productions through their written promises to
27 related entity Omaha, LLC and its agent, Plaintiff Brooks. The three promises
28 were as follows: (1) They would work steadfastly on the final draft and polish of

1 the original, copyrighted father-daughter baseball story presented in the script
2 entitled *Omaha* and deliver it on time so that financing could be secured and
3 distribution lined up for this project; (2) they would take the important and long
4 thought out direction provided in the notes from Brooks and the new ideas set forth
5 in the copyrighted concept reel and improve the *Omaha* script to the point where it
6 could be used to lock down financing, a co-production deal, and/or a distribution
7 deal; and (3) they would act in the utmost good faith to protect and honor the
8 highly confidential nature of this project and the proprietary intellectual property
9 rights belonging to Plaintiff Gold Glove Productions. These promises were
10 critically important to the business dealings at the time between the parties,
11 particularly since Plaintiff Gold Glove Productions had assembled a production
12 team and was looking toward financing the film and securing a distribution deal.

13 289. The Defendants/Co-Conspirators induced Plaintiff Gold Glove
14 Productions (and at the time its related entity Omaha, LLC) to rely upon these
15 promises and to grant them access to the newest draft of *Omaha*, Brooks' carefully
16 prepared notes for the final draft, and the very detailed concept reel, and to pay
17 them \$25,000.

18 290. At the time of making these three promises to Plaintiff Gold Glove
19 Productions (through its promises made to Plaintiff Brooks and later to the related
20 entity Omaha, LLC), the Defendants/Co-Conspirators, upon information and
21 belief, never intended to keep any one of these promises, or to perform as
22 promised. Instead, they moved in the direction of appropriating this unique father-
23 daughter baseball story for their own purposes. The precise timing of that decision
24 will be subject to discovery. They may well have intended at the time to delay the
25 draft, and did drastically move the daughter character away from the character she
26 was at the time and was to become, conveniently it now appears to make that
27 character seem very different from the one that Defendant Handfield would
28 eventually create in the infringing work entitled *Trouble with the Curve*. They

1 made the daughter trashy and blue collar and then made the same character in the
2 infringing work more sophisticated and professional: a lawyer on the cusp of
3 partnership. In point of fact, they had been instructed in notes Brooks provided at
4 the time of the final polish to make the daughter more sophisticated and more
5 inspiring, possibly like a lawyer or one involved in high profile legal matters.
6 They also had, upon information and belief, been showing the proprietary scripts
7 around to others, and ultimately copied this copyrighted work and tried to
8 camouflage it as the work of another. Plaintiff Gold Glove Productions and its
9 predecessors in interest, Brooks and Omaha, LLC reasonably believed the
10 Defendants/Conspirators Handfield and DiFiglia and their promises. Plaintiff Gold
11 Glove Productions, acting through Plaintiff Brooks as its agent, had, prior to this
12 time, no reason not to trust or not to believe either.

13 291. Of course, as alleged herein, Defendants/Co-Conspirators Handfield
14 and DiFiglia did not perform any one of their false promises noted above. Plaintiff
15 Gold Glove Productions' reliance (and that of its predecessors in interest) on these
16 critical promises in the end opened Plaintiff Gold Glove Productions up to great
17 harm, which it has suffered. Plaintiff's actual losses add up to no less than many
18 tens of millions of dollars. Plaintiff Gold Glove Productions' reliance on these
19 false promises was a substantial factor leading to the great harm suffered. Plaintiff
20 Gold Glove Productions has been stripped of the exclusive right to produce,
21 distribute and exploit its copyrighted, original father-daughter baseball story
22 through the fraud of all the Defendants/Co-Conspirators, starting with these false
23 promises made by Defendants/Co-Conspirators Handfield and DiFiglia.

24 292. The conduct of these two once upon a time entrusted confidants of
25 Plaintiff Brooks and their making such false promises to Plaintiff Gold Glove
26 Productions and its predecessors in interest was malicious, oppressive in every
27 sense, and fraudulent for the reasons alleged herein, thus justifying an award of
28 punitive damages.

1 **TWELFTH CLAIM FOR RELIEF**

2 **ACCOUNTING**

3 **(BY PLAINTIFF GOLD GLOVE PRODUCTIONS AGAINST ALL**
4 **DEFENDANTS)**

5 298. Gold Glove Productions repeats, alleges, and incorporates by
6 reference each of the allegations set forth in this Complaint in paragraphs 1
7 through 200 as though fully set forth herein.

8 299. Gold Glove Productions is entitled to a full and complete accounting
9 with respect to all revenues derived by Defendants in order to determine what
10 profits, royalties, and other compensation to which Gold Glove Productions is
11 entitled, and given that such illegally derived profits must be kept in a constructive
12 trust, and then accounted for in their entirety.

13 300. The precise amount of illegally realized profits that Defendants/Co-
14 Conspirators have collected is unknown to Gold Glove Productions and cannot be
15 ascertained without an accounting. Gold Glove Productions is informed and
16 believes and thereon alleges that the amount owed to Gold Glove Productions
17 exceeds tens of millions of dollars.

18 **CLOSING ALLEGATIONS**

19 301. As said by F. Scott Fitzgerald in the *The Great Gatsby*:

20 “‘Who is he anyhow, an actor?’

21 ‘No.’

22 ‘A dentist?’

23 ‘...No, he's a gambler.’ Gatsby hesitated, then added coolly: ‘He's the man
24 who fixed the World Series back in 1919.’

25 ‘Fixed the World Series?’ I repeated.

26 The idea staggered me. I remembered, of course, that the World Series had
27 been fixed in 1919, but if I had thought of it at all I would have thought of it as
28 something that merely happened, the end of an inevitable chain. It never occurred

1 to me that one man could start to play with the faith of fifty million people -- with
2 the singlemindedness of a burglar blowing a safe.

3 'How did he happen to do that?' I asked after a minute.

4 'He just saw the opportunity.'

5 'Why isn't he in jail?'

6 'They can't get him, old sport. He's a smart man.'"

7 [F. Scott Fitzgerald, *The Great Gatsby* (1925)]

8 302. In Hollywood and the literary World, cheating has been glorified.
9 "They can't get him, old sport. He's a smart man," is a line said in reference to a
10 cheater, one who cheats the rules others play by in society. In point of fact, those
11 who cheat are not smart at all. The decision made by the Co-Conspirators in this
12 case, when laid out in front of you, actually appear quite dumb. Taking such a
13 unique work prepared for one production company, trying to camouflage it by the
14 very hand of one who wrote the original work, and then assigning credit for this
15 work to a man who knows nothing at all about it...and believing that no one will
16 catch on, is just plain stupid. These cheaters will be run down, this time, old sport.

17 303. In the end, Plaintiff Brooks will take his bat and get up to the plate
18 one more time and this time swing away for the enforcement of ethics and higher
19 standards within his industry.
20
21



1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs Gold Glove Productions and Ryan A. Brooks pray for
3 judgment against Defendants as follows:

4 **FIRST CLAIM FOR RELIEF: COPYRIGHT INFRINGEMENT**

- 5 1. Plaintiff Gold Glove Productions have and recover of the Defendants all
6 damages recoverable for the Defendants' willful copyright infringement, including
7 all actual damages sustained by Gold Glove Productions;
8 2. All profits received by the Defendants/Co-Conspirators;
9 3. An award of attorneys' fees and costs, or, at the election of Gold Glove
10 Productions, an award of statutory damages; and
11 4. For prejudgment interest at the highest legal rate from the date of the
12 infringement.

13 **SECOND CLAIM FOR RELIEF: CONTRIBUTORY COPYRIGHT**
14 **INFRINGEMENT**

- 15 5. Plaintiff Gold Glove Productions have and recover of the Defendants all
16 damages recoverable for the Defendants' contributory copyright infringement,
17 including all actual damages sustained by Gold Glove Productions;
18 6. All profits received by the Defendants;
19 7. An award of attorneys' fees and costs, or, at the election of Gold Glove
20 Productions, an award of statutory damages; and
21 8. For prejudgment interest at the highest legal rate from the date of the
22 infringement.

23 **THIRD CLAIM FOR RELIEF: VICARIOUS COPYRIGHT INFRINGEMENT**

- 24 9. Plaintiff Gold Glove Productions have and recover of the Defendants all
25 damages recoverable for the Defendants' vicarious copyright infringement,
26 including all actual damages sustained by Gold Glove Productions;
27 10. All profits received by the Defendants;
28 11. An award of attorneys' fees and costs, or, at the election of Gold Glove

1 Productions, an award of statutory damages; and

2 12. For prejudgment interest at the highest legal rate from the date of the
3 infringement.

4 FOURTH CLAIM FOR RELIEF: BREACH OF CONTRACT

5 13. For compensatory damages, in an amount in excess of tens of millions of
6 dollars, to be proven at trial; and

7 14. For prejudgment interest at the highest legal rate from the date of the
8 breach.

9 FIFTH CLAIM FOR RELIEF: TORTIOUS INTERFERENCE WITH
10 PROSPECTIVE ECONOMIC ADVANTAGE

11 15. For compensatory damages, in an amount in excess of tens of millions of
12 dollars to be proven at trial by Plaintiff Gold Glove Productions and Plaintiff
13 Brooks;

14 16. For prejudgment interest at the highest legal rate from the date of the
15 interference; and

16 17. For punitive damages allowed by law.

17 SIXTH CLAIM FOR RELIEF: UNJUST ENRICHMENT

18 18. For compensatory damages, in an amount in excess of tens of millions of
19 dollars to be proven at trial; and

20 19. For prejudgment interest at the highest legal rate from the date of the unjust
21 enrichment.

22 SEVENTH CLAIM FOR RELIEF: CONVERSION

23 20. For compensatory damages, in an amount in excess of tens of millions of
24 dollars to be proven at trial;

25 21. For prejudgment interest at the highest legal rate from the date of
26 conversion; and

27 22. For punitive damages allowed by law.

28 ///

1 EIGHTH CLAIM FOR RELIEF: RICO

2 23. For compensatory damages, in an amount in excess of tens of millions of
3 dollars to be proven at trial;

4 24. For prejudgment interest at the highest legal rate from the date of the
5 initiation of the enterprise; and

6 25. For exemplary and/or punitive damages.

7 NINTH CLAIM FOR RELIEF: VIOLATIONS OF THE CALIFORNIA

8 BUSINESS AND PROFESSIONS CODE §§ 17200, et seq.

9 26. For compensatory damages, in an amount in excess of tens of millions of
10 dollars to be proven at trial;

11 27. For prejudgment interest at the highest legal rate from the date of the
12 violation; and

13 28. For exemplary and/or punitive damages.

14 TENTH CLAIM FOR RELIEF: FALSE PROMISE

15 29. For compensatory damages, in an amount in excess of tens of millions of
16 dollars to be proven at trial;

17 30. For prejudgment interest at the highest legal rate from the date of the
18 misrepresentation; and

19 31. For punitive damages allowed by law.

20 ELEVENTH CLAIM FOR RELIEF: BREACH OF COVENANT OF GOOD

21 FAITH AND FAIR DEALING

22 32. For compensatory damages, in an amount in excess of tens of millions of
23 dollars to be proven at trial; and

24 33. For prejudgment interest at the highest legal rate from the date of the
25 breach.

26 TWELFTH CLAIM FOR RELIEF: ACCOUNTING

27 34. For a full and complete accounting with respect to all revenues derived by
28 Defendants in order to determine what profits, royalties, and other compensation to

1 which Gold Glove Productions is entitled.

2 ON ALL CAUSES OF ACTION

3 35. For costs of suit incurred;

4 36. Attorneys' fees, as allowed by law or contract; and

5 37. For such other and further relief as the Court may deem just and equitable.

6
7
8
9 October 1, 2013

LAW OFFICES OF GERARD FOX,
INC.

10
11 By: 
12 _____

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16 Erika E. Morris
17 Attorneys for Gold Glove
18 Productions, LLC &
19 Ryan A. Brooks
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