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Attorneys for Plaintiffs
Comrie, Inc., Gerard Butler,
and G-BASEntertainment, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

COMRIE, INC., a California corporation;
GERARD BUTLER, an individual; and G-
BASENTERTAINMENT, INC., a
California corporation,

Plaintiffs,

v.

NU IMAGE, INC., a California
corporation; MILLENNIUM FILMS, INC.,
a Delaware corporation; PADRE
NUESTRO PRODUCTIONS, LLC, a
Louisiana limited liability company; and
Does 1-10, inclusive,

Defendants.

Case No.

COMPLAINT FOR:

1) FRAUD

2) BREACH OF CONTRACT

**3) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND FAIR
DEALING**

**4) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**

5) ACCOUNTING

[DEMAND FOR JURY TRIAL]

1 Plaintiffs Comrie, Inc., Gerard Butler, and G-BASEntertainment, Inc. (together,
2 “Plaintiffs”) allege:

3 **INTRODUCTORY STATEMENT**

4 1. Defendants Nu Image, Inc., Millennium Films, Inc., and Padre Nuestro
5 Productions, LLC (together, the “Producers” or “Defendants”) have systematically refused to pay
6 Plaintiffs their share of the grosses and profits from the 2013 blockbuster film “Olympus Has
7 Fallen” (“Olympus” or the “Film”). Producers have earned tens of millions of dollars from
8 Olympus, but refuse to pay Butler a penny of the grosses and profits promised to him in the
9 parties’ agreement.

10 2. Plaintiff Gerard Butler (“Butler”) starred in and produced Olympus, which was
11 hugely successful. In fact, Olympus spawned two successful sequels, “London Has Fallen” and
12 “Angel Has Fallen,” both of which also star Butler as United States Secret Service agent Mike
13 Banning.

14 3. Despite Olympus’ tremendous success, it now appears that Producers never
15 intended to pay Butler his share of the grosses and profits. Instead, Producers embarked on a
16 scheme designed to grossly misrepresent the finances of the Film to Butler, so that Butler would
17 believe that no such payments were due.

18 4. Several years ago, Plaintiffs conducted an audit of Producers’ accounting
19 statements to Plaintiffs, which revealed that Producers understated the profits from the Film by an
20 eight figure sum. In fact, on those statements, Producers understated their own receipts and
21 profits from Olympus by over \$11 million, including by failing to report approximately \$8
22 million in payments to Producers’ own senior executives.

23 5. The parties subsequently entered into a series of tolling agreements, which tolled
24 Plaintiffs’ statutes of limitation for the claims asserted in this Complaint for the period from
25 December 2016 through July 2021.

26 6. In recent months, Plaintiffs have learned that Producers’ scheme to hide the profits
27 from Olympus is far greater than initially thought. For example, as alleged in a pending federal
28 court suit, Producers have also failed to report the profits from Olympus to the Directors Guild of

1 America – Producers Pension and Health Plans. In doing so, Producers’ avarice has threatened
2 the healthcare eligibility of the director, assistant directors, and others who worked on the film. It
3 appears that Producers’ *modus operandi* is to hide the profits from Olympus in order to keep
4 those profits for themselves.

5 7. Butler refuses to tolerate Defendants’ misrepresentations and other wrongful
6 conduct. Butler worked with Defendants to create a highly successful movie franchise. He
7 demands his fair share.

8 THE PARTIES

9 8. Plaintiff Comrie, Inc. (“Comrie”) is a California corporation with its principal
10 place of business in the County of Los Angeles, State of California. Comrie is the “loan out”
11 corporation through which Gerard Butler rendered services for Olympus.

12 9. Plaintiff Gerard Butler (“Butler”) is an individual residing in the County of Los
13 Angeles, State of California.

14 10. Plaintiff G-BASEntertainment, Inc. (“G-BASE”), formerly known as Gerard
15 Butler Alan Siegel Entertainment, Inc., is a California corporation with its principal place of
16 business in the County of Los Angeles, State of California.

17 11. Plaintiffs are informed and believe, and based thereon allege, that Defendant Padre
18 Nuestro Productions, LLC (“Padre”) is a Louisiana limited liability company with its principal
19 place of business in the state of Louisiana.

20 12. Plaintiffs are informed and believe, and based thereon allege, that Defendant Nu
21 Image, Inc. (“Nu Image”) is a California corporation with its principal place of business in the
22 County of Los Angeles, State of California.

23 13. Plaintiffs are informed and believe, and based thereon allege, that Defendant
24 Millennium Films, Inc. (“Millennium”) is a Delaware corporation with its principal place of
25 business in the County of Los Angeles, State of California.

26 14. The true names and capacities of defendants named herein as Does 1 through 10
27 are unknown to Plaintiffs who therefore sue said defendants by such fictitious names. Plaintiffs
28 will ask leave of this court to amend this complaint to show their true names and capacities when

1 the same have been ascertained. Plaintiffs are informed and believe, and based thereon allege,
2 that Does 1 through 10 were responsible in some manner for the acts and transactions hereinafter
3 alleged and are liable to Plaintiffs therefor.

4 15. Plaintiffs are informed and believe, and based thereon allege, that at all times
5 herein mentioned each of the defendants was the agent and employee of the other defendants, and
6 was at all times herein mentioned acting within the scope of such agency and employment.

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 16. In 2012, representatives of Nu Image and Millennium approached Butler and his
9 representatives to see if Butler would be interested in starring in and producing Olympus. Butler
10 and his production company, G-BASE, were interested, and the parties began to negotiate a deal.

11 17. On information and belief, Nu Image and Millennium are affiliated entities that
12 share common ownership, employees, and resources.

13 18. After some negotiations, the representatives of Nu Image and Millennium, on the
14 one hand, and Plaintiffs' representatives, on the other hand, agreed in principle to a deal that
15 would pay Plaintiffs initial compensation and three forms of contingent compensation. Plaintiffs'
16 contingent compensation would consist of (1) lump sum payments if Olympus achieved certain
17 domestic theatrical box office grosses, also known as Box Office Bonuses, (2) percentages of Nu
18 Image and Millennium's Adjusted Gross Receipts ("AGR"), and (3) percentages of Nu Image and
19 Millennium's Net Profits.

20 19. On information and belief, Nu Image and Millennium formed Padre as a single
21 purpose entity to hold rights in Olympus during the production of the film. On information and
22 belief, Padre shares common ownership, employees, and resources with Nu Image and
23 Millennium.

24 20. On or about June 11, 2012, Plaintiffs and Padre entered into a "Loan Out Actor
25 Agreement" (the "Agreement") by which Butler, through his loan out corporation Comrie, agreed
26 to star in, and G-BASE agreed to produce, Olympus.

27 21. Pursuant to the Agreement, Padre is required to pay Comrie and Butler, in
28 pertinent part:

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- 1 a. six percent of Domestic AGR, which is defined as all gross receipts of all
2 U.S. and Canadian distributors of Olympus less \$70,000,000 and residuals
3 (contingent compensation mandated by certain collective bargaining
4 agreements), except that “only a 25% royalty shall be used for the purposes
5 of calculation and payment of the video revenues portion of such ‘at
6 source’ gross receipts”;
- 7 b. 12% of Foreign AGR, which is defined as “all amounts actually received
8 by or credit to the account of [Padre] or Nu Image, Inc. or Millennium
9 Films, Inc.” derived from any territory outside the United States and
10 Canada, less \$35,000,000, residuals, and other deductions; and
- 11 c. 10% of Net Profits, as defined.
- 12 22. The Agreement also requires Padre to pay G-BASE 5% of Net Profits, as defined.
- 13 23. The Agreement requires Padre to render its reasonable best efforts to cause the
14 domestic distributors of Olympus to directly account to and pay Plaintiffs.
- 15 24. Despite repeated requests, Padre has refused to contact the domestic distributors of
16 Olympus regarding direct accounting and payment.
- 17 25. In connection with Padre’s obligations to account to and pay contingent
18 compensation to Plaintiffs, the Agreement requires Padre to render statements to Butler “on a
19 quarterly basis commencing with the calendar quarter in which [Olympus] is fully delivered to
20 [Padre] and continuing for three (3) years thereafter, and on a semi-annual basis for the next two
21 (2) years thereafter and on an annual basis thereafter.”
- 22 26. Padre has failed and refused to provide Butler with regular statements as required
23 by the agreement. Instead, Producers have, at times, rendered irregular and untimely participation
24 statements to Butler dated as of 10/31/13, as of 12/19/13, as of 4/4/14, for the period ending
25 9/30/14, for the period ending 12/31/14, for the period ending 6/12/15, for the period ending
26 6/30/19, and for the period ending 3/30/21 (the “Statements”).
- 27 27. Producers’ Statements to Butler categorically state that Plaintiffs are not currently
28 entitled to any AGR, Net Profits, or other contingent payments in connection with Olympus.

1 Those statements also include various representations by Producers about the financial
2 performance of Olympus.

3 28. Pursuant to the requirements of the Agreement, Plaintiffs lodged timely objections
4 to all Statements rendered by Millennium and/or Padre prior to the parties' entering into a tolling
5 agreement. Plaintiffs hereby object to the Statements, and to any statements to be rendered by
6 Producers during the pendency of this suit, on the bases set forth in this complaint. Plaintiffs
7 reserve the right to assert additional objections to any of the Statements.

8 29. Pursuant to the terms of the Agreement, Plaintiffs retained an auditor and
9 requested an audit of Padre's books and records in connection with the Statements at issue in the
10 audit.

11 30. Millennium and Nu Image responded to and corresponded regarding Plaintiffs'
12 audit request, and Producers ultimately allowed Plaintiffs to audit certain of their books and
13 records.

14 31. Upon completion of the audit and resulting audit report, Plaintiffs discovered that
15 each of Producers' Statements includes numerous material misrepresentations of fact.

16 Those misrepresentations include:

- 17 a. Understating domestic gross receipts by over \$17,500,000, including by
18 excluding all Canadian television receipts and, for the vast majority of
19 domestic non-theatrical receipts, reporting only 25% of the amounts
20 received;
- 21 b. Understating Producers' receipts by over \$12,000,000, including by failing
22 to include approximately \$8 million in payments to Producers' own senior
23 executives;
- 24 c. Understating foreign gross receipts, including by failing to report receipts
25 from cancelled licenses, overages paid by foreign distributors, and by
26 deducting the full amount of foreign publicity expenses even though
27 foreign distributors reimbursed Producers for half of those expenses; and
- 28 d. On information and belief, throughout each Statement, Producers deducted

1 residuals that were never paid, or established residuals or other reserves
2 solely for purposes of deducting them from the Statements, and with no
3 intention of paying those amounts to third parties.

4 32. On information and belief, each line item on each Statement rendered by
5 Producers includes a material misrepresentation of fact.

6 33. Plaintiffs' audit also revealed that Producers structured their agreements with
7 certain distributors such that those distributors did not have to report all of their gross receipts to
8 Producers. Instead, on information and belief, Producers instructed those distributors to deduct
9 certain amounts from the grosses they would report to Producers. Producers, in turn, did not
10 include these deducted amounts in the financial information provided to Butler.

11 34. On information and belief, Producers structured other distribution agreements such
12 that they do not receive any reporting from those distributors.

13 35. On information and belief, Producers received additional revenues that were not
14 reported to Plaintiffs.

15 36. Nu Image's correspondence in connection with the audit also included material
16 misrepresentations. For example, Nu Image's correspondence to Butler's representatives stated
17 that certain statements from domestic distributors show "at source domestic information," or all
18 of that distributor's revenues. In fact, those statements exclude certain revenues pursuant to the
19 distributor's agreement with Producers.

20 37. On information and belief, Producers never intended to pay Plaintiffs any of their
21 contingent compensation due under the Agreement, other than the box office bonuses. Instead,
22 on information and belief, Producers embarked on a comprehensive, premeditated scheme to
23 deprive Butler of all such contingent compensation for Olympus.

24 38. On information and belief, Producers' scheme included entering into agreements
25 with third parties that were designed to undermine Producers' own ability to account to and pay
26 Butler pursuant to the Agreement. Producers then reneged on their promise to have certain of
27 those third party distributors account to and pay Butler directly. This allowed Producers to
28 control and manipulate how they would report the Film's proceeds to Butler. Producers then

1 rendered Statements to Butler that grossly understate the grosses and profits from Olympus.
2 When Butler's auditor ultimately reviewed the back-up documents for Producers' Statements,
3 Producers represented to Butler that certain of the third party statements provided in the audit
4 reflected all revenues received by those third parties, when, in fact, they did not.

5
6 **FIRST CAUSE OF ACTION**

7 **(Fraud – Against All Defendants)**

8 39. Plaintiffs repeat, re-allege and incorporate each and every allegation set forth
9 above as though fully set forth herein.

10 40. Defendants, and each of them, represented to Plaintiffs that each of the facts
11 alleged above was true. Defendants' misrepresentations include:

- 12 a. Understating domestic gross receipts, Producers' receipts, and foreign
13 gross receipts on each of the Statements;
- 14 b. On information and belief, understating each line item reflecting the
15 finances of Olympus on each of the Statements, including by improperly
16 deducting executive bonuses, residuals, residuals reserves, and other
17 revenues, receipts, or profits earned in connection with Olympus;
- 18 c. Misrepresenting in audit correspondence that certain statements from
19 domestic distributors show "at source domestic information"; and
- 20 d. On information and belief, misrepresenting that Olympus has generated
21 less than \$100,000 in domestic revenues and less than \$320,000 in foreign
22 revenues between June 2019 and March 2021.

23 41. On information and belief, Defendants have made other misrepresentations to
24 Plaintiffs regarding the finances of Olympus, whether in the Statements or in communications or
25 correspondence to Plaintiffs, that are currently unknown to Plaintiffs.

26 42. Additionally, Defendants Nu Image and Millennium represented to Plaintiffs that
27 Nu Image and Millennium would account to and pay Plaintiffs certain AGR, Net Profits, and/or
28 other contingent compensation in connection with Olympus, or that Nu Image and Millennium

1 would cause Padre to do so. On information and belief, Nu Image and Millennium never
2 intended to keep this promise.

3 43. On information and belief, each of the above-referenced representations of fact
4 and promises made by Defendants, and each of them, to Plaintiffs was false.

5 44. On information and belief, Defendants, and each of them, knew that each of these
6 representations was false when it made it, or made the representation recklessly and without
7 regard for the truth.

8 45. Defendants, and each of them, intended that Plaintiffs rely on each of these
9 representations.

10 46. Plaintiffs reasonably relied on each of these representations.

11 47. Plaintiffs' reliance on Defendants' misrepresentations, and each of them, was a
12 substantial factor in the harm suffered by Plaintiffs.

13 48. As a proximate result of Defendants' conduct, Plaintiffs have suffered damages in
14 an amount according to proof at trial, but in excess of \$10,000,000.

15 49. Defendants, and each of them, acted in a despicable manner and with oppression,
16 fraud, or malice, such that Plaintiffs may recover punitive damages in an amount sufficient to
17 deter such wrongful conduct in the future.

18
19 **SECOND CAUSE OF ACTION**

20 **(Breach of Contract – Against Padre Nuestro Productions, LLC)**

21 50. Plaintiffs repeat, re-allege and incorporate each and every allegation set forth
22 above as though fully set forth herein.

23 51. Padre, on the one hand, and Plaintiffs, on the other hand, entered into the
24 Agreement.

25 52. Plaintiffs did all, or substantially all, of the significant things that they were
26 required to do under the Agreement, and were excused from all other obligations by virtue of
27 Padre's breaches, addressed below. All conditions required for Padre's performance had
28 occurred or were excused.

5 55. Padre further breached the Agreement by failing and refusing to render its
6 reasonable best efforts to cause the domestic distributors of Olympus to directly account to and
7 pay Plaintiffs.

THIRD CAUSE OF ACTION

57. Plaintiffs repeat, re-allege and incorporate each and every allegation set forth above as though fully set forth herein.

59. Plaintiffs did all, or substantially all, of the significant things that they were required to do under the Agreement, and were excused from all other obligations by virtue of Padre's breaches, addressed below. All conditions required for Padre's performance had occurred or were excused.

25 61. Padre unfairly interfered with Plaintiffs' rights to receive the benefits of the
26 Agreement, including by entering into non-arms-length agreements and structuring agreements
27 with third parties in a manner that would be detrimental to Plaintiffs' rights and Padre's
28 obligations under the Agreement.

1 62. Plaintiffs were harmed by Padre's conduct, and have suffered damages in an
2 amount according to proof at trial, but in excess of \$10,000,000.

3
4 **FOURTH CAUSE OF ACTION**

5 **(Intentional Interference with Contractual Relations – Against Nu Image, Inc., Millennium**
6 **Films, Inc., and Does 1-10)**

7 63. Plaintiffs repeat, re-allege and incorporate each and every allegation set forth
8 above as though fully set forth herein.

9 64. In approximately 2012, Plaintiffs and Padre entered into a contract with respect to
10 Olympus.

11 65. Defendants Nu Image and Millennium knew of that contract.

12 66. The conduct of Defendants Nu Image and Millennium prevented Padre's
13 performance or made Padre's performance more expensive or difficult.

14 67. For example, on information and belief, Nu Image and Millennium directed or
15 otherwise caused Padre to not render timely accountings to Plaintiffs, to render inaccurate
16 accountings to Plaintiffs, and to withhold profits that were rightfully due to Plaintiffs pursuant to
17 the terms of Plaintiffs' agreement with Padre.

18 68. Nu Image and Millennium intended to disrupt Padre's performance under the
19 contract or knew that disruption of performance was certain or substantially certain to occur.

20 69. Plaintiffs were harmed by this conduct.

21 70. Nu Image and Millennium's conduct was a substantial factor in causing Plaintiffs'
22 harm.

23 71. As a proximate result of Nu Image and Millennium's conduct, Plaintiffs have
24 suffered damages in an amount according to proof at trial, but in excess of \$10,000,000.

25 72. Nu Image and Millennium, and each of them, acted in a despicable manner and
26 with oppression, fraud, or malice, such that Plaintiffs may recover punitive damages in an amount
27 sufficient to deter such wrongful conduct in the future.

FIFTH CAUSE OF ACTION

(Accounting as to Padre Nuestro Productions, LLC and Does 1-10)

73. Plaintiffs repeat, re-allege and incorporate each and every allegation set forth above as though fully set forth herein.

74. Plaintiffs have demanded that Padre provide an accurate account of Plaintiffs' AGR and Net Profits participations in the Film pursuant to the Agreement. Padre has failed and refused, and continues to fail and refuse, to render a full and accurate accounting with respect to the Film. On information and belief, Padre has also refused to permit Plaintiffs to examine all of Defendants' books and records for the Film.

75. The amount of monies withheld from Plaintiffs is unknown to Plaintiffs and cannot be ascertained without an accounting of the financial information of Defendants, including costs relating to the production, distribution, and marketing of the Film, and all agreements and receipts from third parties in connection with the Film. On information and belief, Plaintiffs allege that the amount of monies due and owing to Plaintiffs substantially exceeds \$10 million.

76. An accounting is required to determine the true amount due and owing to Plaintiffs under the Agreement with respect to the Film.

PRAYER FOR RELIEF

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

1. For damages in an amount according to proof at trial, but in excess of \$10,000,000;
2. For interest in the legal rate on that sum;
3. For punitive damages;
4. For attorneys' fees and costs as allowed by law or contract;
5. For an accounting;
6. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims.

DATED: July 30, 2021

GREENBERG GLUSKER FIELDS CLAMAN
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By: 

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