

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

DREAMWORKS ANIMATION SKG, INC.; DREAMWORKS, LLC,
also known as DREAMWORKS SKG; and DOES 1 through 20,
inclusive

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFIRMED
OF ORIGINAL FILED
Los Angeles Superior Court
JUN 01 2010
John A. Clark, Executive Officer/Clerk
By: *[Signature]* Deputy
NANCY ALVAREZ

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
TERENCE DUNN

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California
County of Los Angeles, Central District
111 North Hill Street
Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

BC438833

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Glen L. Kulik, Esq. (SBN 082170) (310) 557-9200 (310) 557-0224
Kulik, Gottesman, Mouton & Siegel, LLP
15303 Ventura Boulevard, Suite 1400
Sherman Oaks, CA 91403

DATE: _____ Clerk, by JOHN A. CLARK, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- 4. by personal delivery on (date):

[SEAL]
JUN 01 2010

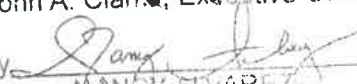
1 Glen L. Kulik (SBN 082170)
2 KULIK, GOTTESMAN, MOUTON & SIEGEL, LLP
3 15303 Ventura Boulevard, Suite 1400
4 Sherman Oaks, California 90067
5 Telephone: (310) 557-9200
6 Facsimile: (310) 557-0224

7 Attorneys for Plaintiff
8 Terence Dunn

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUN 01 2010

John A. Clark, Executive Officer/Clerk

By  Deputy
NANCY ALVAREZ

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

BC438833

11 TERENCE DUNN,

12 Plaintiff,

13 v.

14 DREAMWORKS ANIMATION SKG, INC.;

15 DREAMWORKS, LLC, also known as

16 DREAMWORKS SKG; and DOES 1 through 20,

17 inclusive,

18 Defendants.

CASE NO.:

COMPLAINT FOR BREACH OF IMPLIED-
IN-FACT CONTRACT

1 Plaintiff alleges:

2 **INTRODUCTION**

3 1. Plaintiff Terence Dunn (“Dunn”) is a resident of the County of Los Angeles, State of
4 California.

5 2. Defendant DreamWorks Animation SKG, Inc. (“DW Animation”) is a corporation
6 organized and existing under the laws of the State of Delaware and doing business in the County of Los
7 Angeles, State of California.

8 3. Defendant DreamWorks, LLC, also known as DreamWorks SKG (“DreamWorks”) is a
9 limited liability company organized and existing under the laws of the State of Delaware and doing
10 business in the County of Los Angeles, State of California.

11 4. Dunn is unaware of the true names or capacities of those defendants named in this
12 complaint as Does 1 through 20, inclusive, and for that reason they sue each such defendant by a
13 fictitious name. Dunn will amend this complaint to state their true names and capacities when they have
14 been ascertained.

15 5. Dunn is informed and believes, and on that basis alleges, that each of the defendants
16 named in this complaint as Does 1 through 20 is legally responsible for the debts, acts and omissions of
17 the other defendants. At the times and places specified in this complaint, the conduct of the fictitious
18 defendants was a proximate cause of damage to Dunn.

19 6. Dunn is informed and believe, and on that basis alleges, that at all times mentioned in this
20 complaint each defendant was the agent, servant, and employee of each other defendant, acting within
21 the course and scope of his, her, or its agency and employment with the full knowledge, consent, and
22 ratification of each other defendant.

23 7. Dunn is an ivy-league educated Chinese-American writer-producer-teacher-philosopher,
24 the originator of the first kung-fu panda commercial products in America, the all-time best selling “Tai
25 Chi for Health” and “Chi Kung For Health” instructional DVD’s series, and a national authority on these
26 Chinese martial arts since 1990, as well as a certified master of three schools of Chinese boxing (Kung-
27 Fu) since 1983. He has 37 years of experience in Chinese martial and healing arts and pioneered the
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1 practice of Tai Chi, Kung Fu, and Qigong in modern medicine and professional sports in America,
2 writing the first Tai Chi and Qigong therapeutic protocols at Cedars-Sinai Medical Center in Beverly
3 Hills in 2000, and becoming the first Tai Chi fitness instructor in the NBA, training the Los Angeles
4 Lakers in 2000-01. Parallel to his 20-year career as a media producer, Dunn has been actively teaching
5 Chinese martial and holistic health arts through his weekly public and private classes.
6

7 8. DreamWorks is a film studio which develops, produces and distributes theatrical films,
8 video games, and television programming. In 2006, DreamWorks was acquired and is presently owned
9 by Paramount Pictures.

10 9. DW Animation was formed in 2000 as a division of DreamWorks. In 2004, DW
11 Animation was spun off by DreamWorks and became a separate corporation.

12 10. Prior to November 2001, Dunn conceived the idea for an animated feature film and
13 television series based on the concept of (i) a spiritually marked Kung-fu fighting panda bear, (ii) a cast
14 of kung-fu skilled animal characters (tiger, leopard, snake, crane, praying mantis, monkey, tortoise, etc.),
15 (iii) the story element that the central panda character is a prophesied "chosen one", (iv) the story
16 element that the panda protagonist is helped and trained by five animal masters of Kung-Fu, (v) the
17 story element that the panda protagonist is must overcome fear, inexperience, and self-doubt to defeat a
18 host of worthy animal antagonists, and (vi) that ancient Chinese landscapes and classical Chinese
19 architecture would be rendered as backgrounds throughout the film.
20

21 11. On November 15, 2001, Dunn disclosed to defendants' development executive, Lance
22 Young ("Young"), at the latter's request, his idea for the foregoing story to be made into a motion
23 picture that could become a franchise spawning endless sequel and marketing opportunities. Without
24 limitation, at the meeting on November 15, 2001, Dunn specifically disclosed the concept of a
25 spiritually marked panda bear that is a prodigy in Chinese martial arts (Kung-Fu), who is adopted by
26 five animal friends in the forest (a tiger, a leopard, a dragon, a snake and a crane), whose destiny is
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1 foretold by an old and wise sage, Turquoise Tortoise, and who comes of age and fulfills his destiny as a
2 martial hero and spiritual avatar (one and the same in Chinese culture) by leading his friends to save the
3 inhabitants of peaceful Plum Flower Village from the onslaughts of hordes of destructive animals: a
4 horde of rats, a pack of yellow monkeys, a pack of hyenas, and a giant praying mantis.

5
6 12. The foregoing meeting led to a number of telephone conversations during the period
7 November 15, 2001 through February 28, 2002 between Dunn, Young, and a second DW Animation
8 development executive by the name of Michael Lachance (“Lachance”) whom Young brought into the
9 conversations. During these conversations Dunn described his extensive background in Shaolin Kung-
10 Fu, which is based on the movements of five animals: tiger, leopard, dragon, snake and crane, and how
11 his central character Zen-Bear, is trained by these five animals and masters their respective kung-fu
12 styles. During the course of his quick and prodigious mastery, Zen-Bear also creates his own unique
13 style out of the movements of the snake and crane – and thereby creates the art of Tai Chi Chuan. Zen-
14 Bear then leads his friends in battle against an army of wicked animals ganged together attacking the
15 peaceful Plum Flower Village: Rats, hyenas, yellow monkeys, and a giant praying mantis.
16

17 13. By February 28, 2002, Lachance and Young told Dunn they would not be using his idea
18 or making a deal with him. However, Dunn is informed and believes, and on that basis alleges, that a
19 few short months later, still in 2002, defendants began developing a film entitled *Kung Fu Panda* based
20 on the ideas Dunn had disclosed to La Chance and Young. Defendants signed actors Angelina Jolie,
21 Jack Black, Dustin Hoffman, Seth Rogen, Ian McShane, Jackie Chan, and Lucy Liu to be the voices of
22 the animal characters.
23

24 14. The animated motion picture *Kung Fu Panda* (“Film”) was released in movie theaters
25 worldwide by DW Animation on June 6, 2008. Defendants have stated that the idea for the Film was
26 conceived by Lachance. The Film is substantially similar in all material respects to the ideas which
27 Dunn disclosed to Young and Lachance.
28

1 15. The Film is the second largest grossing film ever produced by DW Animation, with
2 reported box office earnings of \$631,908,951. The film received nominations for an Academy Award
3 and a Golden Globe Award for Best Animated Feature. A video game adaptation of the Film was
4 published after the Film was released. A DVD companion or sequel to *Kung Fu Panda* was produced
5 and released entitled "The Furious Five" which focused on the five animals, crane, snake, tiger, monkey,
6 and praying mantis, that Dunn disclosed to Lachance and Young. A television series based on the Film
7 is in production and is scheduled to debut in late 2010, and a sequel to the motion picture, entitled
8 "Kung Fu Panda, The Kaboom of Doom" which is being made in 3-D, is scheduled for release in
9 summer of 2011.

11 16. At the time of Dunn's conversations with Young and Lachance described in paragraphs
12 11 and 12, an implied-in-fact contract ("Contract") was formed between defendants and Dunn in which
13 defendants agreed they would not use Dunn's ideas with paying him reasonable compensation and
14 affording him credit in accordance with entertainment industry customs and practices.

16 17. Dunn performed each and every term and condition of the Contract except for those he
17 was prevented from performing by virtue of defendants' material breach of contract.

18 18. In releasing the Film to the public, and in preparing sequels and derivatives some of
19 which are mentioned in paragraph 15 above, without compensating Dunn or giving him any credit,
20 defendants breached the Contract.

22 19. As a direct and proximate result of the foregoing breach of contract Dunn has been
23 damaged in a sum which cannot presently be calculated with certainty but which is believed to exceed
24 the sum of \$1,000,000 according to proof.

25 WHEREFORE, Dunn prays for judgment as follows:

- 26 1. For damages according to proof believed to exceed \$1,000,000;
 - 27 2. For interest as provided by law;
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3. For his costs of suit; and

4. For such other and further relief as the court deems just and proper.

Dated: June 1, 2010

KULIK GOTTESMAN MOUTON & SIEGEL LLP

By: 
Glen L. Kulik
Attorneys for Plaintiff