

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/08/2025 2:46 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Kim, Deputy Clerk

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

HULU, LLC, a Delaware limited liability company; see Attachment 200(A)

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

John Trapper

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): Los Angeles Superior Court
111 North Hill Street Los Angeles, CA 90012 (Stanley Mosk)

CASE NUMBER:
(Número del Caso):
25STCV22973

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):
John Trapper In Pro Per, 612 River Road Suite 319 North Tonawanda NY 14120 310-213-8727 john@widestanceproductions.com

DATE: 08/08/2025
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) D. Kim (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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- 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):
- by personal delivery on (date):

SHORT TITLE:

John Trapper v. Hulu LLC, et al.

CASE NUMBER:

25STCV22973

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

3 ARTS ENTERTAINMENT,
 LLC, a California limited liability company;
 FOX TELEVISION, and KOMUT
 PRODUCTIONS
 LESLIE KOLINS SMALL, an individual;
 and DOES 1 through 20, inclusive,
 Defendants.

Page ____ of ____

Page 1 of 1

ADDITIONAL PARTIES ATTACHMENT
 Attachment to Summons

**For your protection and privacy, please press the Clear
 This Form button after you have printed the form.**

Print this form

Save this form

Clear this form

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE
 Trapper v. Hulu LLC et al.

CASE NUMBER
 258T CV 22973

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Trapper v. Hulu LLC et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Trapper v. Hulu LLC et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input checked="" type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

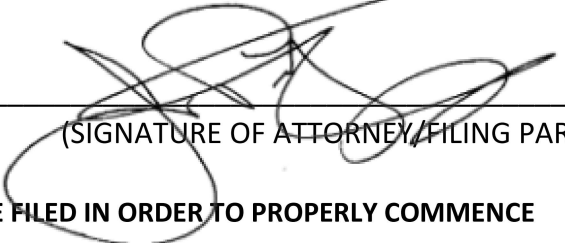
SHORT TITLE Trapper v. Hulu LLC et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input checked="" type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: Hulu LLC c/o The Walt Disney Company 500 South Buena Vista Street Burbank, CA 91521
CITY: Burbank	STATE: CA	ZIP CODE: 91521	

Step 5: Certification of Assignment: I certify that this case is properly filed in the _____ District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/05/2025



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

1 John Trapper
2 612 River Road - Suite 319
3 N. Tonawanda, NY 14120
4 310-213-8727
5 John@WidestanceProductions.com
6 Plaintiff In Pro Per

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

John Trapper,
Plaintiff,

vs.

HULU, LLC, a Delaware limited liability
company; 3 ARTS ENTERTAINMENT,
LLC, a California limited liability company;
FOX TELEVISION, and KOMUT
PRODUCTIONS
LESLIE KOLINS SMALL, an individual;
and DOES 1 through 20, inclusive,
Defendants.

Case No.: 25STCV22973

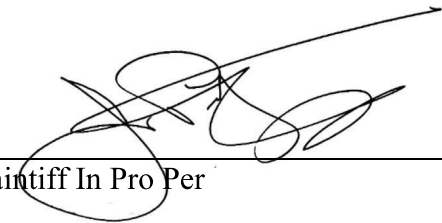
August 3, 2025

DEMAND FOR JURY TRIAL

**COMPLAINT FOR DAMAGES, DECLARATORY RELIEF,
AND INJUNCTIVE RELIEF**

Misappropriation of Ideas
Breach of Implied-in-Fact Contract
Promissory Estoppel
Breach of Confidence
Unjust Enrichment
Civil Conspiracy
Fraudulent Inducement
Negligent Misrepresentation
Unfair Competition (Cal. Bus. & Prof. Code § 17200)
Declaratory and Injunctive Relief

1 Plaintiff, JOHN TRAPPER, hereby brings his complaint against the above-named Defendants
2 and states and alleges as follows:

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6 Plaintiff In Pro Per
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1 **PRELIMINARY INTRODUCTION**

- 2 1. Plaintiff is a seasoned playwright and producer with a long-established history of creating
3 acclaimed LGBTQ-themed theatrical works that speak to broad audiences. In or around
4 2009, his award-winning stage play *The Golden Gays* was performed in Los Angeles and
5 received critical praise for its heartfelt and humorous portrayal of aging gay men living in
6 community. The play’s success extended to major venues, including a 300-seat house in
7 Palm Springs and a 500-seat theater in Miami’s South Beach. Critics specifically noted a
8 desire to see more about the male characters and their interpersonal dynamics.
- 9
- 10 2. Building on that success and public interest, Plaintiff developed a television adaptation titled
11 *Rainbow Estates*. The concept was grounded in themes of aging, identity, chosen family, and
12 generational conflict—set in the uniquely vibrant and culturally rich backdrop of Palm
13 Springs.
- 14
- 15 3. On April 22, 2011, Plaintiff’s stage work came to the attention of Larry Kennar, acclaimed
16 producer of *The L Word* and other television programs. After attending a performance of *The*
17 *Golden Gays* at The Meta Theatre in Los Angeles, Kennar expressed immediate interest in
18 developing the project further and asked Plaintiff if he had any television-ready materials.
19 Plaintiff confirmed that he did. Over the following months, Plaintiff and Kennar remained in
20 close communication, during which Kennar explicitly instructed Plaintiff not to share the
21 materials with other producers. Plaintiff complied in good faith, believing his work was
22 being nurtured and protected within professional industry channels.
- 23
- 24
- 25 4. In 2013, following Plaintiff’s ongoing development of *Rainbow Estates*, the project was
26 pitched directly to Leslie Kolins Small, then affiliated with Lionsgate and operating in close
27 association with 3 Arts Entertainment. Plaintiff provided Kolins with scripts, future episode
28

1 outlines, and a detailed series concept. Although Kolins was apprehensive, citing market
2 hesitancy around LGBTQ-centered content, the materials had already entered the highly
3 collaborative and informal development ecosystem of Hollywood, where creative works are
4 routinely circulated and revisited.
5

6 5. This case arises not from a single act of direct copying, but from the nature of the
7 entertainment industry itself, which functions as an overlapping creative network. Agents,
8 producers, and executives—particularly at entities like CAA, 3 Arts Entertainment,
9 Lionsgate, Fox, Hulu, and KoMut Entertainment—frequently share clients, coverage notes,
10 and development slates. It is customary practice for promising submissions to be verbally
11 discussed, internally circulated, and sometimes retained for future revisitation, often without
12 further notice to the original creator.
13

14 6. Additionally, several credited writers on *Mid-Century Modern* had direct or indirect
15 professional ties to 3 Arts Entertainment. Dan Bucatinsky served as executive producer and
16 actor on *Hacks*, a series produced by 3 Arts. Leslie Kolins Small, who originally received
17 Plaintiff’s materials, has remained professionally active within the same production and
18 distribution network responsible for *Mid-Century Modern*. Her directing credits include
19 *Gabby Duran & the Unsittables* (Disney Channel, 2019–2021), *Ultra Violet & Black*
20 *Scorpion* (Disney Channel, 2022), and *Saturdays* (Disney Channel, 2023), all under Disney’s
21 corporate structure, which owns Hulu (Producer and Distributor of *Mid Century Modern*).
22 She also directed episodes of *Last Man Standing* during its Fox revival years (2018–2021),
23 further tying her to 20th Century Fox Television, now aligned with Hulu through Disney’s
24 acquisition.
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1 7. Here, Plaintiff’s submission was told that “the world wasn’t ready” for such a show. Yet
2 years later, an unmistakably similar concept—centered on aging gay men navigating chosen
3 family and intergenerational tension—premiered on Hulu under the title Mid-Century
4 Modern, echoing the thematic and structural elements of Plaintiff’s original work and
5 credited to many of the same individuals and entities that had access to it years before.
6

7 **II. PARTIES**

8 8. Plaintiff John Trapper is, and at all relevant times was, an individual residing in California.
9 He is the original creator of the award-winning stage production The Golden Gays and the
10 television series concept Rainbow Estates/ Mi Casa Su Casa.
11

12 9. Defendant HULU, LLC (“Hulu”) is a Delaware limited liability company authorized to do
13 business in California, with its principal place of business in Santa Monica, California.

14 10. Defendant 3 ARTS ENTERTAINMENT, LLC (“3 Arts”) is a California limited liability
15 company with its principal place of business in Beverly Hills, California.
16

17 11. Defendant KoMut Entertainment, Inc. (“KoMut”) is a California production company co-
18 founded by Max Mutchnick and David Kohan. KoMut is credited with co-creating and
19 producing MidCentury Modern, along with other scripted television series. Plaintiff is
20 informed and believes that KoMut has longstanding working relationships with several
21 individuals and entities affiliated with 3 Arts Entertainment, including shared cast, crew, and
22 development personnel across multiple projects. KoMut is a named producer of MidCentury
23 Modern, the work Plaintiff alleges misappropriated his original submission.
24

25 12. Defendant 20th Century Fox Television (“Fox”) is a well-known television production entity
26 and, on information and belief, participated in the development and/or broadcast of
27 MidCentury Modern. Fox has had extensive, decades-long working relationships with 3 Arts
28

1 Entertainment, including a 2003 development deal and numerous series co-produced or
2 executive produced by 3 Arts principals, including Michael Rotenberg. Such projects include
3 King of the Hill, The Mindy Project, and Brooklyn Nine-Nine, all of which aired on the Fox
4 network during key years relevant to this case. As such, Fox operated within the same
5 development and production ecosystem that had access to Plaintiff’s submitted work.
6

7 13. Defendant LESLIE KOLINS SMALL (“Small”) is an individual who, at all relevant times,
8 resided and/or conducted business in Los Angeles County, California, and was a producer
9 affiliated with Lionsgate/3 Arts and a manager of talent including George Lopez (managed
10 by 3 Arts).
11

12 14. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1
13 through 20, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
14 will amend this Complaint to allege their true names and capacities when ascertained.
15

16 15. Doe Defendants 1–10 include individuals and entities who participated in the development,
17 financing, marketing, or production of Mid-Century Modern and had access to Plaintiff’s
18 submitted materials. These individuals include employees, agents, or representatives
19 affiliated with 3 Arts Entertainment, KoMut Entertainment, Fox Television, Hulu, and their
20 known creative partners. The connection is established through the timeline of Plaintiff’s
21 pitch submission, the documented involvement of CAA and 3 Arts in representing and
22 evaluating the work, and the overlapping professional relationships between those parties and
23 the defendants responsible for Mid-Century Modern.— These Doe Defendants exploited key
24 elements of Plaintiff’s original concept and falsely presented them as their own original
25 contributions, contributing to the unauthorized development and production of the infringing
26 series. The identities and internal communications of these individuals are known only to
27
28

1 Defendants and will be confirmed through discovery, which is necessary due to the
2 confidential and non-public nature of the television development process and Defendants’
3 exclusive control over those records.
4

5 16. Plaintiff anticipates that Doe Defendants 1 through 10 include key individuals involved in the
6 development and production of Mid-Century Modern, such as credited writers and producers
7 including Adam Barr and Dan Bucatinsky, whose industry affiliations suggest access to
8 Plaintiff’s materials via 3 Arts Entertainment, KoMut, Hulu, or associated agencies. Given
9 the lack of transparency surrounding writer staffing and development decisions in the
10 television industry, these contributors may have received or reviewed Plaintiff’s work under
11 the auspices of corporate confidentiality. Discovery is necessary to obtain internal
12 communications, script coverage, pitch submissions, or other documentation that will
13 confirm their identities and roles in misappropriating Plaintiff’s original concept.
14

15 **III JURISDICTION AND VENUE**

16 17. This Court has jurisdiction over this action pursuant to Article VI, Section 10 of the
17 California Constitution and Code of Civil Procedure §§ 410.10 and 395(a), as the
18 controversy arises under California law and involves torts, breaches of implied contract, and
19 equitable claims occurring within the State of California.
20

21 18. Venue is proper in the Superior Court for the County of Los Angeles under Code of Civil
22 Procedure § 395(a) because the acts and omissions giving rise to this Complaint—including
23 the initial pitch, submission of materials, and subsequent misappropriation—occurred in
24 whole or in substantial part in Los Angeles County.
25

26 19. Defendants Leslie Kolins Small, 3 Arts Entertainment, and other Doe Defendants reside, are
27 headquartered, or conduct substantial business in Los Angeles County. Additionally, relevant
28

1 meetings, communications, and project development activities took place within this
2 jurisdiction.

3 20. Hulu's primary headquarters is located in Santa Monica, CA at 2500 Broadway, Suite 200
4 Santa Monica, CA 90404. This is approximately ½ mile from the office where Plaintiff made
5 his initial pitch. Hulu operates under Disney Streaming Services, LLC, a division of the Walt
6 Disney Company in Burbank.
7

8 21. Plaintiff reserves the right to amend this Complaint to name additional parties as Doe
9 Defendants who also reside or transact business within this County.
10

11 **IV GENERAL ALLEGATIONS**

12 22. Plaintiff's allegations are supported by contemporaneous documentation, including time-
13 stamped emails, screenshots of messaging app conversations, detailed notes from phone calls
14 and meetings, and relevant newspaper clippings. These materials corroborate the timeline,
15 representations, and conduct described throughout this Complaint and will be produced as
16 needed in support of Plaintiff's claims.
17

18 23. Plaintiff has a long-established history of writing and producing engaging stage plays with
19 LGBTQ themes that appealed to all walks of society. These were produced mainly by his
20 own Theatre Companies in Philadelphia, Boston, and Los Angeles.
21

22 24. Following this success, Plaintiff developed a television concept titled Rainbow Estates,
23 centering on the lives of older gay men in Palm Springs navigating intergenerational conflict,
24 chosen family, identity, and legacy.

25 25. On April 22nd, 2011, Larry Kennar, an acclaimed producer of the L Word amongst other Tv
26 programs bought a ticket and attended the Golden Gays at The Meta Theatre on Melrose
27 where Plaintiff's Theatre Company was based.
28

1 26. Kennar asked to meet with Plaintiff after the performance at which time he inquired as to
2 whether Plaintiff had any Television ready materials to which Plaintiff enthusiastically
3 responded “yes.” Plaintiff and Kennar continued to have dialogue through 2011 and Plaintiff
4 was instructed by Kennar not to reach out to other potential Producers for Rainbow Estates.
5

6 27. Plaintiff reasonably believed his project materials continued to circulate within the
7 Hollywood production ecosystem, particularly among those affiliated with 3 Arts
8 Entertainment and Lionsgate, who were targeted early in development discussions. These
9 entities share talent and production infrastructure with individuals later credited on Mid-
10 Century Modern, including actors and executive producers represented by CAA and 3 Arts.
11 When the show premiered in 2025, Plaintiff immediately recognized distinctive similarities
12 to Rainbow Estates, including unique character archetypes, tone, and setting. Given the
13 project’s path through industry players now credited on the infringing work, Plaintiff
14 reasonably concluded that the concept had been unlawfully reformulated and commercialized
15 without credit or consent.
16
17

18 28. Plaintiff is the sole author and originator of Rainbow Estates (also known as Mi Casa Su
19 Casa et al), including its script, characters, and show bible. The work was fixed in a tangible
20 medium beginning in 2011 and was formally registered with the Writers Guild of America in
21 2016. Plaintiff’s materials were circulated via timestamped email and shared only with
22 trusted professionals, establishing clear authorship and ownership under applicable law.
23

24 29. On or about June 25, 2011, Plaintiff sent Larry Kennar a complete package of materials
25 related to Rainbow Estates, including the full pilot script and a detailed episode guide
26 outlining the show's characters, arcs, and thematic vision. This submission represented the
27 core creative expression of the project. Plaintiff believes Kennar has retained a copy of these
28

1 materials and can produce them upon request. If necessary, Plaintiff is prepared to re-submit
2 identical copies for the record.

3 30. On July 2, 2011, Plaintiff sent a copy of Rainbow Estates to William Dever, a senior attorney
4 at the Federal Communications Commission and one of Plaintiff's closest friends. Dever
5 served both as a legal advisor and as partial inspiration for one of the series' characters.
6

7 31. On December 25, 2011, Kennar introduces Plaintiff to Michael Palmieri, a development
8 Executive who has "the best skills of anyone I've ever worked with" and Palmieri praises
9 Plaintiff for his writing and the story he had created.
10

11 32. On June 28th 2011, Plaintiff sends a detailed note to Kennar discussing the characters in
12 Rainbow Estates and the likelihood that they will retire earlier than their heterosexual
13 counterparts due to HIV and that the number of retirement communities geared towards gay
14 people grows significantly annually. Plaintiff is making a plea that Kennar push the
15 ORIGINAL concept and not attempt to water it down for mass appeal. Plaintiff mentions
16 wanting to deal with prominent issues in a humorous way.
17

18 33. From approximately 2011 to 2015, Plaintiff engaged in ongoing creative discussions with
19 Larry Kennar, and at times Michael Palmieri, concerning the development and refinement of
20 Rainbow Estates. These included in-person meetings, phone calls, and frequent written
21 exchanges focused on characters, themes, tone, and potential episodic structure. Based on the
22 substance and regularity of these interactions, Plaintiff reasonably believed that Kennar was
23 actively relaying updated versions of the material to potential producing partners, including 3
24 Arts Entertainment, the management company representing George Lopez. At the time, 3
25 Arts was not only affiliated with Lionsgate, but also engaged in collaboration with KoMut
26 Entertainment and Ryan Murphy Television, placing them squarely within the orbit of key
27
28

1 individuals and entities later involved in the production of MidCentury Modern. These
2 affiliations bolstered Plaintiff's belief that his project was being seriously considered and
3 shared among top-tier production teams. Plaintiff, Kennar, and Palmieri met regularly to
4 discuss development and alternate iterations of the concept to appeal to different
5 demographics. Plaintiff is the only contributing writer.

7 34. On January 17, 2013 Plaintiff Trapper sends a message to Kennar asserting his frustration
8 with the lack of movement on pitching his project and that he would like to move forward on
9 his own. Kennar takes offense to that while Plaintiff reminds Kennar that he holds the
10 copyright on all versions of the concept.

12 35. On February 12, 2013 Kennar ask Plaintiff if it's okay to make submissions to a couple
13 places. Plaintiff responds yes that he's been waiting to get the script circulating.

14 36. Plaintiff is informed and believes that his multiple rewrites and pitch materials for the show
15 were submitted to various producers and agents by Kennar, including CAA, Ellen
16 DeGeneres's producing Partner, and 3 Arts whom Plaintiff initially believed to be Lionsgate
17 Plaintiff was naïve to the ecosytem at the time and Plaintiff observed Lionsgate signage
18 and office stationary throughout the offices.

20 37. On March 31st 2013 Kennar receives an email from Leslie Kolins (now Leslie Kolins Small)
21 from Leslie@GeorgeLopez.com with the signature including the address 1601 Cloverfield
22 Blvd, Suite 200 South Tower, Santa Monica CA 90404. The email says "Hi Larry, I really
23 enjoyed the script. May we speak on Monday. Do you have credits for John Trapper
24 (Plaintiff)? Thanks for sharing. Best, Leslie."

26 38. On April 2, 2013, Plaintiff pitched *Rainbow Estates* to Leslie Kolins Small, then affiliated
27 with Lionsgate and 3 Arts Entertainment. The following day, Plaintiff sent Small a logline
28

1 and multiple versions of the project, including future episode outlines. Small, acknowledged
2 receipt and stated she had read the script. A July 30, 2013 email shows continued
3 correspondence.
4

5 39. Although not credited on *Mid-Century Modern*, Small now works for Disney, Hulu's parent
6 company. Plaintiff alleges she remains a plausible link in the creative chain of access.

7 40. Plaintiff's authorship and creative contributions to Rainbow Estates were central to the
8 integrity and marketability of the project, and Plaintiff reasonably believed that Leslie Kolins
9 Small understood this. By requesting and retaining Plaintiff's name and credits/bio in early
10 discussions, Small would have preserved the project's legitimacy while also protecting
11 Plaintiff's rights as its creator. Instead, by failing to formally acknowledge Plaintiff's
12 authorship, Small and others created conditions under which the concept could be
13 repackaged and sold without attribution. For Plaintiff, maintaining credit was not only a
14 matter of professional recognition, but also a critical safeguard against misappropriation—
15 particularly in a tightly connected industry ecosystem where similar material could easily be
16 redeveloped without obvious traces of origin.
17
18

19 41. In the early 2000s, Plaintiff made a determined effort to break into the Hollywood sitcom
20 industry. As part of his training, he studied directly with veteran sitcom producer Bill
21 Idelson, creator of *The Dick Van Dyke Show*. During this period, Plaintiff wrote and
22 circulated a number of spec scripts for successful network comedies including *Will & Grace*,
23 *Just Shoot Me*, *Veronica's Closet*, and others.
24

25 42. Drawing from *The Golden Gays*, Plaintiff created a new television concept titled *Rainbow*
26 *Estates*. The new project focused on four lifelong male friends from different cities who
27 decide to retire together. Feedback from critics and audiences suggested the most resonant
28

1 aspects of The Golden Gays were the scenes featuring male characters, which inspired the
2 shift. Plaintiff also drew from his own life experience: he and three close friends had made a
3 long-standing pact to retire together in Palm Springs, having spent much of their youth
4 vacationing as a chosen family.
5

6 43. Plaintiff developed a compelling elevator pitch for Rainbow Estates— “It’s like The Golden
7 Girls, only with men”—which consistently piqued interest and opened the door for deeper
8 discussion. From there, he would explain the many layers of the show: the characters were
9 younger retirees navigating vibrant lives; HIV would be explored with both humor and
10 dignity; and one of the men’s mothers—an ethnically diverse, outspoken character—would
11 live on the property, introducing multigenerational and cultural tensions. Although less
12 divisive at the time, politics was intended to be a principal element of the show’s arc. Each
13 character was inspired by real individuals from Plaintiff’s life, making the project deeply
14 personal and grounded in authenticity.
15

16
17 44. At the time Plaintiff submitted Rainbow Estates, he had no formal television or film credits
18 to his name, despite having written numerous spec scripts and pursuing opportunities in the
19 entertainment industry for years. While Plaintiff had achieved success as a playwright,
20 including critically acclaimed stage productions—he had not yet broken into television due to
21 lack of industry access rather than lack of talent or effort. It is plausible that Leslie Kolins
22 Small, and potentially 3 Arts Entertainment, perceived Plaintiff’s limited visibility and
23 absence of screen credits as an indication that he lacked the resources or industry leverage to
24 assert his rights if the material were used without permission. This perceived vulnerability
25 may have contributed to the decision to appropriate the work without formal agreement,
26 attribution, or compensation.
27
28

1 45. On Tuesday, April 2, 2013, at approximately 4:00 p.m., Plaintiff and Larry Kennar met with
2 Leslie Kolins Small. Although Small's email address was affiliated with George Lopez's
3 production company, it was apparent during and after the meeting that she operated in close
4 association with both 3 Arts Entertainment and Lionsgate Entertainment. Her office space
5 was located adjacent to those of senior 3 Arts executives, including Erwin Stoff, Michael
6 Rotenberg, and Howard Klein, further underscoring her position within the shared ecosystem
7 of talent management and content production.
8

9 46. During a meeting on April 2, 2013, Defendant Leslie Kolins Small made several
10 representations that induced Plaintiff to share his original television concept, *Rainbow*
11 *Estates*, with the expectation that it would be considered in good faith. Small stated that she
12 "loved the script" and, if the decision were solely hers, she would "love to see the characters
13 come to life." She explained that the project would be difficult to sell because it was "too
14 gay," but expressed renewed interest after Plaintiff suggested that networks such as Logo or
15 Bravo—then expanding their scripted divisions—might be viable buyers. Small stated she
16 would discuss the project with her partners at 3 Arts Entertainment and Lionsgate. She also
17 stated that George Lopez, whom she was working with at the time, would never play a gay
18 character, implying that casting obstacles were a factor in the project's viability. These
19 statements created the reasonable impression that Plaintiff's concept was being considered
20 for active development and that Small was operating in a professional capacity linked to
21 industry entities with the power to advance the show. In reliance on these statements,
22 Plaintiff provided a full script, series logline, additional outlines, and other confidential
23 materials. Plaintiff later learned that similar thematic material was incorporated into the
24 television series *Mid-Century Modern*, produced by individuals and entities closely affiliated
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1 with Small. Her prior assurances, combined with her failure to notify Plaintiff of further
2 developments, indicate that the representations were false or misleading at the time they were
3 made.

4
5 47. While in Leslie Kolins Small's office, Plaintiff observed a whiteboard listing various
6 television projects in development. Among them was the title of his show, written as
7 "Rainbow Estates / Mi Casa," alongside other series such as Brooklyn Nine-Nine and The
8 Mindy Project. Both of those shows had markings indicating they had been greenlit. Another
9 project on the board was labeled "Passed." Plaintiff noted that Rainbow Estates / Mi Casa
10 had no such designation at the time, suggesting it was still under consideration.

11
12 48. Lionsgate Entertainment had a well-established relationship with 3 Arts Entertainment with
13 production and distribution projects, script deals and option agreements, and talent
14 relationships. In 2018 Lionsgate acquired majority stock in 3 Arts and subsequently
15 increased their share in 2023. 3 Arts continues to operate under Stoff, Klen, and Rotenberg.
16 These facts are included to understand the ecosystem and changing names of these entities
17 adding to the confusion surrounding to access to Plaintiff's materials. For example, during
18 the meeting, Plaintiff believed he was in the Lionsgate Headquarters because their logo was
19 prominently placed throughout the building.

20
21 49. During the period when Plaintiff submitted his materials to 3 Arts Entertainment, both senior
22 and junior personnel were in positions to access and later transmit the concept through the
23 broader television development ecosystem. Writers such as Lang Fisher and Lakshmi
24 Sundaram worked on The Mindy Project and Brooklyn Nine-Nine—both 3 Arts-affiliated
25 productions—and later moved into roles on projects produced or distributed by Hulu and
26 Fox, including Hulu's Wu-Tang: An American Saga and Netflix's Never Have I Ever. Gabe
27
28

1 Liedman, also a writer and producer on Brooklyn Nine-Nine, went on to create and executive
2 produce shows for Netflix, remaining active within the same creative orbit as 3 Arts, KoMut,
3 and Hulu. At the same time, junior staff like Paul Michael Levitt served as assistants at 3
4 Arts Entertainment performing script coverage and development support during the same
5 window in which Plaintiff’s materials were circulated. Under standard industry practice, such
6 coverage and internal materials are retained and often referenced across projects, particularly
7 as personnel move between roles and companies within the shared production and agency
8 ecosystem. This continuity supports a credible inference that Plaintiff’s materials remained
9 accessible and were potentially repurposed by individuals who encountered them during their
10 time at 3 Arts and carried that exposure into subsequent affiliated productions, including
11 Mid-Century Modern. This list is illustrative, not exhaustive, as many additional individuals
12 with similar access are not publicly disclosed.

15 50. During the April 2, 2013 meeting, Plaintiff and Larry Kennar appeared to be presenting two
16 distinct iterations of the Rainbow Estates concept. One version—advanced by Kennar—
17 incorporated a Latino subplot aimed at broadening the demographic appeal to include both
18 LGBTQ and Latinx audiences. Plaintiff, by contrast, focused on pitching his original version
19 of Rainbow Estates, which Leslie Kolins Small clearly understood and responded to directly.
20 At one point, Kolins Small asked Plaintiff, “Where am I gonna sell this show?”—expressing
21 uncertainty about the marketability of either version. She remarked that even the modified
22 version with the Latino subplot was “too gay.” Despite this, Plaintiff—who lacked formal
23 experience in pitching—continued to advocate for placing the original Rainbow Estates with
24 networks such as Logo or Bravo, which were in the process of developing new scripted
25 programming. Kolins Small appeared receptive to this idea and reiterated her desire to review
26
27
28

1 the original version of the concept. Notably, Kennar remained largely disengaged during the
2 meeting, which gave Plaintiff significant latitude to speak directly with Kolins Small and
3 clarify the creative direction. This dynamic later informed Plaintiff’s decision to follow up
4 with her independently.
5

6 51. At no point following the April 2, 2013 meeting was Plaintiff informed that Rainbow Estates
7 had been formally passed on or rejected. No rejection email, letter, or statement was issued
8 by Leslie Kolins Small, Lionsgate, 3 Arts Entertainment, or any of their affiliates. On the
9 contrary, the whiteboard Plaintiff observed in Kolins Small’s office listed Rainbow Estates /
10 Mi Casa alongside other projects marked as “greenlit” or “in development,” with no clear
11 designation that it had been declined. The absence of any formal pass or closure left Plaintiff
12 with the reasonable impression that the project remained in play—whether by official
13 channels or informal circulation.
14

15 52. On April 3, 2013, Plaintiff sent Leslie Kolins Small the most refined version of the Rainbow
16 Estates concept script, along with a logline at her request. Although Small had initially
17 expressed doubt about the project’s fit for network television, their discussion of alternative
18 platforms such as Bravo and Logo rekindled her interest in the property.
19

20 53. Shortly after the April 2013 meeting with Leslie Kolins Small, Plaintiff received a phone call
21 from Larry Kennar in which Kennar sternly reprimanded Plaintiff for communicating
22 directly with Kolins Small. This was unexpected, as Kennar appeared disengaged during the
23 meeting and had given Plaintiff ample space to lead the conversation. The call was overheard
24 by Plaintiff’s husband, who has since provided a sworn affidavit attesting to its tone and
25 content. Following this call, Kennar abruptly ceased all communication with Plaintiff
26 regarding Rainbow Estates—a notable shift given the momentum of the project and Kolins
27
28

1 Small's interest. In hindsight, the sudden silence raised suspicions that the project may have
2 been quietly shopped, optioned, or otherwise moved forward without Plaintiff's knowledge
3 or involvement. Kennar did not resume communication about the project until 2015, by
4 which time Plaintiff believes Rainbow Estates had already begun circulating within the
5 industry in derivative forms.
6

7 54. On April 3rd 2013, Plaintiff sent an email to Lesli Kolins with more ammunition for her to
8 sell Rainbow Estates. This included links to articles about shows that were successful that
9 had primarily gay content including a reality show called "The Golden Gays" that took place
10 in Palm Springs and Viscous, a British Sitcom starring Ian McLellan. Plaintiff references her
11 previous statement about floating the idea to her partners at 3 Arts Entertainment (Stoff,
12 Klein, and Rotenberg).
13

14 55. Plaintiff submitted his materials in confidence and in accordance with standard entertainment
15 industry practice, where original concepts are shared with the understanding they will not be
16 used without the creator's permission. Defendants received the materials in a professional
17 context, and Plaintiff reasonably expected that they would not be used, disclosed, or shared
18 absent his involvement or approval.
19

20 56. At all times, Plaintiff understood and relied on the industry norm that original material
21 submitted for consideration would not be used without credit and compensation if ultimately
22 developed. Plaintiff would not have submitted Rainbow Estates to Defendants without this
23 expectation, which was consistent with the conduct of the parties and reinforced by follow-up
24 communications and continued interest in the material.
25
26
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1 57. In 2025, Plaintiff discovered Hulu was promoting Mid-Century Modern, a series developed
2 by 3 Arts. Upon viewing, Plaintiff was shocked by the overwhelming similarities to his own
3 concept.

4
5 58. Leslie Kolins Small, who received the Rainbow Estates pitch in 2013 while working within
6 the Three Arts ecosystem, remains tied to that ecosystem through at least 2015 and likely
7 today where she works with Disney, which owns Hulu—the current streaming platform for
8 Mid-Century Modern. This continuity of professional relationships within a tightly connected
9 entertainment ecosystem supports the argument that access to, and misappropriation of the
10 Rainbow Estates concept remained not only possible but likely.

11
12 59. On October 12th 2015, Plaintiff resent the earliest iteration of his show per Kennar’s direct
13 request via Facebook.

14
15 60. On November 17, 2015, Plaintiff reached out to Kennar who appeared to be actively pitching
16 the show again to alert him that he thought the gay characters should live in an upscale home
17 like Harpo Marx Estate in Palm Springs. The home in MCM looks suspiciously similar to the
18 Harpo Marx Estate.

19
20 61. In 2016, Plaintiff started receiving inquiries from Larry Kennar regarding earlier versions of
21 the script and subsequently formally registered Rainbow Estates with the Writer’s Guild of
22 America due to a belief that the project was being shopped again without his involvement.

23
24 62. Plaintiff continued to work with Kennar and Palmieri on numerous ways of presenting
25 Rainbow Estates to potential Producers through March 17th of 2016 when communication
26 came to a standstill.

27
28 63. Plaintiff is informed and believes that Larry Kennar remained in regular communication with
Leslie Kolins Small throughout the years following the initial pitch of Rainbow Estates.

1 Plaintiff believes that Kennar leveraged Kolins Small’s access and standing within this
2 overlapping creative ecosystem as a strategic conduit to those individuals and others,
3 regularly communicating updates and refinements of the concept in an effort to be attached
4 as showrunner or executive producer. Kennar did not disclose his continued activities with
5 respect to Plaintiff’s work following the 2013 pitch, and Plaintiff believes he continued
6 shopping the project—directly or indirectly—to affiliated decision-makers at 3 Arts,
7 Lionsgate, Hulu, and Fox, and KoMut all of whom operated within the same interconnected
8 professional network that ultimately birthed MidCentury Modern. Larry Kennar co-founded
9 Medina Films, a production and management company based at 20th Century Fox Television
10 in collaboration with director/EP Sanna Hamri. Their focus has been developing TV and
11 feature projects together. 3 Arts has had a Relationship with Fox since 2003, and the
12 relationship still exist today making it likely an incestuous ecosystem where ideas are easily
13 shared causally.
14
15

16
17 64. Creative Artists Agency (CAA) exemplifies how Plaintiff’s materials could have circulated
18 within an elite packaging ecosystem before being misappropriated. CAA represents
19 MidCentury Modern’s top-billed talent, including executive producers Nathan Lane, Matt
20 Bomer, and Ryan Murphy. It is plausible that Plaintiff’s concept—originally submitted
21 through industry channels connected to 3 Arts—was shared informally to entice high-profile
22 CAA clients, gauging interest before reconfiguring the material without attribution. This
23 model of floating promising concepts to agency-aligned talent is consistent with known
24 industry practices and helps explain how Rainbow Estates could have served as an early
25 vehicle to assemble the cast and creative team ultimately credited on MidCentury Modern.
26
27

1 65. 3 Arts Entertainment maintains a substantial roster of television writers, producers, and
2 creative executives, many of whom are not publicly listed. While its most high-profile clients
3 are widely recognized, the company also manages a broad spectrum of behind-the-scenes
4 talent whose representation is not disclosed in press materials, trade publications, or agency
5 directories. This lack of transparency makes it difficult to determine the full extent of overlap
6 between 3 Arts-represented individuals and those credited on MidCentury Modern. However,
7 given 3 Arts' history of producing and staffing network television series, it is reasonable to
8 infer that several contributors to the infringing series may have existing relationships with the
9 company, further supporting Plaintiff's claims regarding access and the internal circulation of
10 submitted materials.
11
12

13 66. Defendant Fox Television is believed to have played a significant role in the development
14 and production of Mid-Century Modern through internal greenlighting, funding, and
15 production oversight. Fox's involvement is evidenced by industry reports and production
16 credits associated with the series. Given Fox's longstanding business relationships with both
17 3 Arts Entertainment and Hulu, and its historical collaboration with creators represented by
18 CAA, it is highly likely that Fox personnel had access to Plaintiff's pitched concept,
19 particularly through channels facilitated by Leslie Kolins Small or other industry
20 intermediaries. Fox's decision to proceed with the development and production of a series
21 bearing substantial similarity to Plaintiff's work, without investigation or attribution,
22 constitutes actionable misappropriation under California law.
23
24

25 67. Defendant KoMut Entertainment is credited as a co-producing entity on Mid-Century
26 Modern and is believed to have taken an active role in shaping the tone, characters, and
27 narrative of the series. KoMut's founders and executives maintain deep ties to creative
28

1 agencies including CAA and have previously collaborated with 3 Arts on similarly formatted
2 television projects. KoMut is further implicated through its connection to known contributors
3 to the infringing series who had both motive and opportunity to draw from Plaintiff's earlier
4 submissions. The company's participation in the development process, script feedback, and
5 production execution renders it liable for its role in the misappropriation and unauthorized
6 exploitation of Plaintiff's work.
7

8
9 68. In a March 2025 interview with OutSmart magazine, Defendant Max Mutchnick described
10 the series Mid-Century Modern as: "The fastest way you can tell someone what David
11 [Kohan] and I wanted to write was to say: 'It's gay Golden Girls.' This public statement
12 mirrors the central premise and thematic framing of Plaintiff's submitted concept, Rainbow
13 Estates, which was pitched over a decade earlier as an ensemble comedy centering on older
14 gay men forming a chosen family in a retirement community. Plaintiff's work was widely
15 described by colleagues and coverage readers using the same shorthand. Mutchnick's
16 language reinforces Plaintiff's allegation that Defendants drew directly from Plaintiff's
17 original idea, tone, and structure without permission or attribution.
18

19 69. Plaintiff is informed and believes, and thereon alleges, that Leslie Kolins Small has remained
20 an active participant within the entertainment development ecosystem responsible for the
21 production and distribution of MidCentury Modern. Since receiving Plaintiff's submission in
22 2013 while affiliated with Lionsgate, Kolins Small has continued to direct and supervise
23 multiple scripted television series developed or distributed by entities tied directly to Hulu,
24 Fox, and Disney—the same pipeline through which MidCentury Modern was ultimately
25 produced. Her credits include Gabby Duran & the Unsittables (Disney Channel, 2019–2021),
26
27

1 Ultra Violet & Black Scorpion (Disney Channel, 2022), and Saturdays (Disney Channel,
2 2023), all of which fall under the Disney corporate structure that owns Hulu. She also
3 directed episodes of Last Man Standing during its Fox revival years (2018–2021), placing her
4 in direct collaboration with 20th Century Fox Television—the same studio now affiliated
5 with Hulu via Disney’s acquisition. These consistent placements suggest Kolins Small never
6 left the relevant ecosystem and continued to operate alongside the same cast, crew, and
7 producers likely involved in the development of MidCentury Modern. Discovery is required
8 to uncover whether she remained a behind-the-scenes conduit for the transformation of
9 Plaintiff’s original concept into the infringing work.
10

11
12 70. Once Plaintiff’s materials were submitted to and acknowledged by 3 Arts Entertainment, it is
13 reasonable to presume they remained within the company’s internal archives, accessible to its
14 personnel and affiliates. Industry custom supports the retention and recirculation of such
15 submissions, whether in the form of full scripts, pitch documents, or coverage notes—
16 particularly when received by high-level staff. Given 3 Arts’ ongoing role as a television
17 producer and talent manager, and the fluid movement of its writers and producers across
18 multiple projects, Plaintiff’s materials would have remained available for future review and
19 potential development. This includes by individuals like Dan Bucatinsky, who operated at a
20 senior level within the company’s Hulu-based productions during the relevant time frame and
21 later became a key contributor to MidCentury Modern.
22

23
24 71. On or about March 25th 2025 Plaintiff received a message from a close friend stating “this
25 sounds familiar” that included a forwarded NTY article publicizing Mid Century Modern.
26 Plaintiff was stunned, just stunned at the description of the show. As Plaintiff was staying in
27 Mexico, he did not have access to Hulu, so was unable to see the show for several weeks.
28

1 72. Upon information and belief, Hulu was not a passive distributor but an active participant in
2 the development, acquisition, and promotion of *Mid-Century Modern*. It branded the series as
3 a “Hulu Original,” issued press releases, and provided exclusive platform support—
4 indicating a direct partnership with the producers, many of whom likely had prior access to
5 *Rainbow Estates*. Hulu maintains longstanding ties with Lionsgate Television, 3 Arts
6 Entertainment, Fox, and KoMut—all entities linked to the development of the infringing
7 series. At the time of Plaintiff’s 2013 submission, Defendant Leslie Kolins Small was
8 affiliated with both Lionsgate and 3 Arts; she now holds an executive position at Disney,
9 Hulu’s parent company. This corporate and creative overlap supports a continuous chain of
10 access from Plaintiff’s pitch to Hulu’s current exploitation of the work. Despite receiving a
11 formal takedown request, Hulu failed to respond and continues to profit from material
12 bearing substantial similarity to Plaintiff’s concept.
13
14

15 73. On or about April 10th 2025 Plaintiff saw the first episode of MCM
16

17 74. Plaintiff started pulling together his notes, scripts, reviews of plays, and everything else
18 related to Rainbow Estates.

19 75. On April 22nd 2025, Plaintiff reached out to Michael Palmieri who had assisted Plaintiff and
20 Kennar through the development process of Rainbow Estates asking if he had heard about the
21 show. Palmieri stated in his response” The trailer did not appeal to me, though it did remind
22 me of your idea. Follow your intuition about the lawsuit and let me know how it turns out.
23

24 76. Plaintiff did a side-by-side analysis of the first episode of MCM and the pitched materials for
25 Rainbow Estates. This resulted in the following conclusion, Mid-Century Modern replicates
26 the tone, themes, structure, and character dynamics of Rainbow Estates/Mi Casa Su Casa et
27 al, including:
28

1 a. Plaintiff stressed in his Pilot/Show Bible that the men needed to be early retired. In a New
2 York Times article dated March 22, 2025 the paper reports the show (likely from a press
3 release) as being about a group of early retired gay men.

4 b. A gay father's strained relationship with his adult child/ren

5 c. Themes of chosen family and LGBTQ+ legacy

6 d. Comedic interplay between nostalgia and modern life

7 e. Distinct character types copied from Plaintiff's original materials. For each of the main
8 characters in Plaintiff's Pilot and show Bible, MCM has an almost exact match.

9 f. A mother of one of the men moving into the house conflicting with one of the men.

10 g. "Like the Golden Girls, only they're men." Plaintiff's main pitch parroted by the
11 Producers of MCM in publicity such as Vogue magazine.

12 h. A local entertainment establishment/ bar is the main (only)secondary set for action in both
13 pilot episodes. Scenes are almost identical.

14 i. Both shows use the convention of flashbacks to tell the story of how the men came
15 together.

16 j. The men were not from the same city, but from various locations and vacationed together.

17 This is extremely egregious because Plaintiff wrote this series based on his own life and
18 friendships.

19 k. In Plaintiff's work, the Latin character has a daughter that comes into the gay household,
20 an unusual thematic occurrence in 2015. In MCM, Matt Bomer's character has an adult
21 daughter (story arc still unfolding).

22 l. In Plaintiff's Bible and iterations of his concept, a female Politician is introduced as foil for
23 the gay liberals. In MCM Penny Newton Breene, a local politician, is seen as a barrier to
24

1 progressive politics in town. These characters are almost exact in description.

2 j. Plaintiff suggest to Kennar in an email that a “fun reveal” of the mother living on the
3 property midpoint in the pilot would be good. In MCM, the mother played by the late Linda
4 Lavin is a surprise to the other men midpoint in the pilot.
5

6 k. In the Rainbow Estates Pilot, Jeffrey and Blaine are often antagonistic to each other
7 despite their obvious underlying love. In MCM, the Bunny and Arthur characters echo this
8 same dynamic.

9 l. In the Rainbow Estates Pilot, Roger is an often-dimwitted character who causes eye rolls
10 from his roommates Blaine and Jeffrey. In MCM, Jerry is often dimwitted causing eyerolls
11 from Arthur and Bunny.
12

13 m. HIV/AIDS was prominent in Rainbow Estates (Roger has it) and is dealt with in MCM as
14 well reflecting today’s reality.

15 n. In Rainbow Estates Page 11, Jeffrey refers to Blaine as a “woman of a certain age”. In
16 MCM, the first episode, six minutes in, Bunny refers to the trio as “women of a certain age.”
17

18 77. Despite receiving a formal takedown request, Hulu failed to respond and continued to profit
19 from material bearing substantial similarity to Plaintiff’s concept.

20 78. Plaintiff is not asserting ownership over the general idea of a sitcom featuring older gay men
21 — such ideas have existed for decades. What Plaintiff alleges is that Mid-Century Modern
22 appropriates specific and protectable elements of Rainbow Estates, including its distinctive
23 tone, character dynamics, setting, and central dramatic tension. The alleged infringement
24 extends to the expressive execution of the concept, not merely its thematic frame. For
25 instance, the emotional core of Rainbow Estates centered on the experience of a late-in-life
26 gay father navigating a strained relationship with his adult child — a relationship
27
28

1 complicated by generational rifts, political differences, and mutual attempts at reconciliation.
2 That precise dynamic — including the casting of actors known for roles that evoke warmth
3 and irony — reappears in Mid-Century Modern, almost beat for beat. Similarly, the ensemble
4 cast in Rainbow Estates was based on real individuals known to the Plaintiff, giving rise to a
5 tone that was organically bittersweet, grounded in lived experience rather than broad
6 stereotype. The Defendant's series not only adopted a similar structure and sensibility but
7 also mirrored the aesthetic choice of placing the men in a stylized version of the Harpo Marx
8 estate in Palm Springs — the same location Plaintiff had designated for the visual tone and
9 geography of his own work. These similarities are not generic or coincidental. They reflect a
10 copying of protectable elements — the “total concept and feel” of Rainbow Estates — and
11 discovery will confirm that Defendants had direct access to those materials before
12 development of Mid-Century Modern.
13
14

15 79. At the time of the 2013 pitch meeting, Defendant Leslie Kolins Small, acting individually
16 and in association with 3 Arts Entertainment, expressed substantial interest in Plaintiff’s
17 television concept Rainbow Estates, acknowledging that the project had been elevated to the
18 company’s internal development slate alongside other priority titles. However, Plaintiff is
19 informed and believes, and on that basis alleges, that Defendants conveyed the view that a
20 market did not yet exist for a series centered on openly gay senior male protagonists, and that
21 such subject matter was considered commercially premature. Rather than rejecting the
22 concept, Defendants retained the materials and maintained access, with the intent and
23 expectation of revisiting the property when market conditions evolved. Plaintiff is informed
24 and believes that the onset of the COVID-19 pandemic and concurrent political instability
25 further delayed Defendants’ willingness to proceed with LGBTQ-themed programming,
26
27
28

1 despite their continued possession of Plaintiff's proprietary work. This conduct supports
2 Plaintiff's allegations of continued interest, deferred exploitation, and an absence of rejection
3 sufficient to negate any implied or express obligation of non-use.
4

5 80. Plaintiff sent a notice of intent to sue to all parties listed immediately. This included: 3 Arts,
6 Fox, KoMut, and Ryan Murphy Productions. Plaintiff sent a demand for Leslie Kolins to
7 contact him as a cooperating witness which remains unanswered.

8 81. Plaintiff included an offer in compromise in his initial correspondence, believing—perhaps
9 naively—that the producers may have unintentionally drawn from his work and would
10 welcome the opportunity to acknowledge his contribution.
11

12 82. As Plaintiff continued to research his notes, Leslie Kolin's role became clearer as a
13 Representative of 3 Arts. Further research demonstrated that all individuals named in this
14 document are still active in one ecosystem responsible for the creation of Mid Century
15 Modern and that somehow, Plaintiff's concept was used as a template for the show.
16

17 83. At one point, Kennar states that in addition to going to Leslie Kolins, he has direct access to
18 George Lopez's Management Team (3 Arts) and is working on them.

19 84. Plaintiff is informed and believes, and thereon alleges, that the pitching of the concept did
20 not conclude with the delivery of a single script, but rather formed part of an ongoing
21 dialogue and iterative exchange of materials and ideas between Plaintiff (through Larry
22 Kennar) and individuals affiliated with 3 Arts and others within the ecosystem.
23

24 85. Plaintiff's original concept for *Rainbow Estates* and all related materials—including early
25 drafts, the series treatment, bible, and development notes—were created and fixed in tangible
26 form well before formal registration. These works were later registered with both the Writers
27 Guild of America (WGA) and the United States Copyright Office, covering all key iterations
28

1 and confirming Plaintiff's longstanding and legally protected authorship of the original
2 series.

3 86. At the time of the 2013 pitch meeting, although Defendant Leslie Kolins Small—acting
4 individually and as a representative of Lionsgate and in close coordination with 3 Arts
5 Entertainment—expressed clear interest in Rainbow Estates (including advancing it to a short
6 list of promising concepts), she ultimately stated that the market was not yet ready for a show
7 centered so prominently on LGBTQ+ themes. Nevertheless, rather than issuing a formal
8 rejection or returning the material, she retained access to the work, suggesting that its
9 commercial potential was merely premature. Upon information and belief, the project
10 remained dormant during a politically volatile period, including the pandemic years, until
11 cultural conditions were deemed more favorable to profitably develop the concept without
12 Plaintiff's participation.
13

14
15 87. KoMut Entertainment—founded by MidCentury Modern creators Max Mutchnick and David
16 Kohan—has operated alongside 3 Arts Entertainment in overlapping development pipelines
17 for decades. In 2003, 3 Arts secured a television deal with 20th Century Fox Television,
18 KoMut's longtime production partner, enabling frequent collaboration among their writers,
19 producers, and executives. MidCentury Modern was created within this longstanding
20 framework, further supporting the inference that individuals involved had direct or indirect
21 access to Plaintiff's Rainbow Estates materials.
22

23
24 88. Plaintiff is further informed and believes that several Fox Television executives and
25 producers, including those overseeing series development and production partnerships with
26 3 Arts—regularly shared development pipelines with 3 Arts-affiliated personnel. For
27 example, 3 Arts co-founder Michael Rotenberg serves as executive producer on many Fox-
28

1 associated series under 3 Arts' television deal at Fox, reinforcing a direct link between Fox's
2 development channels and 3 Arts' internal project tracking systems. These overlapping
3 executive relationships created routine industry practices in which submitted materials
4 circulated among coordinators, readers, and development teams spanning both Fox and
5 3 Arts entities, increasing the likelihood that Plaintiff's Rainbow Estates materials were
6 preserved, shared internally, and potentially accessed during the evolution of MidCentury
7 Modern.
8

9 89. Even assuming arguendo that Defendant Leslie Kolins Small no longer maintained formal
10 involvement with Lionsgate or 3 Arts Entertainment at the time Mid-Century Modern entered
11 active development, Plaintiff's creative materials remained accessible to others at those
12 entities. Plaintiff's pitch was delivered in person to Small at her 3 Arts office, reviewed
13 favorably, and—as confirmed by contemporaneous notes—added to the company's
14 “whiteboard” of active prospects. In the entertainment industry, it is standard practice for
15 submitted materials to remain in circulation—both physically and digitally, especially where
16 no formal rejection has been issued. This common delay between receipt and exploitation is
17 exacerbated by the fluid movement of agents, managers, and executives within and across
18 companies, where promising concepts may be inadvertently revisited by individuals unaware
19 of the original submission's origins. Moreover, Plaintiff's materials were expressly routed to
20 other entities, including CAA, further increasing the likelihood that the concept remained
21 within the development ecosystem and was eventually accessed by creative personnel with
22 no direct knowledge of Plaintiff. As such, the eventual use of Plaintiff's concept in Mid-
23 Century Modern is not merely plausible, but consistent with known industry patterns of
24 delayed development and idea recycling.
25
26
27
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1 90. Defendant Leslie Kolins Small is the only known individual who directly received and
2 considered Plaintiff's submission at the time it was pitched. Her unique position at the
3 intersection of Lionsgate, 3 Arts Entertainment, and subsequent collaborators places her at
4 the core of Plaintiff's access theory. While she is not publicly credited on *Mid-Century*
5 *Modern*, her actions, knowledge, and proximity to key players and companies involved in its
6 development and distribution make her a central figure in the unauthorized use of Plaintiff's
7 work. Her continued employment within Hulu's parent company further supports the
8 appearance of impropriety and ongoing affiliation with those who benefitted from the
9 misappropriation. Plaintiff alleges that, through her, the concept was shared or disseminated
10 in ways that were never disclosed, ultimately resulting in the appropriation of the series.
11

12
13 91. Plaintiff is informed and believes, and on that basis alleges, that Nathan Lane, Matt Bomer,
14 Nathan Lee Graham, and other creative professionals were enticed to participate in the
15 development and production of *Mid-Century Modern* based in substantial part on the appeal,
16 originality, and market viability of Plaintiff's concept, which was previously disclosed to
17 individuals affiliated with the project.
18

19 92. Plaintiff sent formal demand letters in early 2025 and submitted a certified DMCA takedown
20 notice to Hulu, which received no response.
21

22 93. Hulu continued streaming and promoting the series despite clear notice of the infringement.

23 94. Plaintiff has been trying to secure funding for *Rainbow Estates* as a filmed sitcom elsewhere
24 and has presented the concept to potential investors. This began prior to and was interrupted
25 by the Covid 19 Pandemic and only recently resumed.

26 95. Plaintiff did not discover, and could not reasonably have discovered, Defendants'
27 unauthorized use of his materials until 2025, when *Mid-Century Modern* was publicly
28

1 announced and promoted by Hulu. Plaintiff was residing outside the United States at the time
2 and did not have immediate access to the show. Upon viewing the first episode in April 2025,
3 Plaintiff identified numerous substantial similarities to his previously submitted work,
4 Rainbow Estates. Prior to this, Defendants had not disclosed any use of Plaintiff's concept,
5 and the project appeared to be in a state of limbo as is often the case in Hollywood. Plaintiff
6 acted diligently upon discovery of the infringement, preserving records, initiating
7 comparison, and sending formal demands. Accordingly, the applicable statutes of limitation
8 are tolled under the discovery rule, and this Complaint is timely filed. Accordingly,
9 Plaintiff's claims are timely under California's delayed discovery rule, which tolls the statute
10 of limitations until the plaintiff discovers, or reasonably should have discovered, the
11 wrongful conduct.
12

13
14 96. In addition to misappropriating Plaintiff's original concept, Defendants mishandled the
15 material in such a way that its public reception was largely negative, effectively damaging
16 the long-term value of the concept and impairing Plaintiff's ability to revive or resell the idea
17 in its original form. Reviews from reputable outlets such as Decider described the show as
18 "painful to watch," with unfocused writing and underutilized talent, while audience feedback
19 was similarly critical. Plaintiff, as the original creator, would have brought the emotional
20 depth, character insight, and tonal clarity necessary for the show to succeed. This
21 mishandling constitutes a further injury to Plaintiff's reputation and body of work.
22

23
24 97. Plaintiff submitted Rainbow Estates with the clear expectation that it would not be used
25 without his knowledge, credit, or compensation, in accordance with longstanding industry
26 customs. Defendants, including Leslie Kolins Small, were aware or should have been aware
27

1 of these professional norms, and Plaintiff reasonably relied on this understanding when
2 providing his original concept, scripts, and supporting materials.

3 98. Plaintiff's damages are not speculative; they are grounded in well-established industry norms
4 for creator compensation, including upfront development fees, episodic writing
5 compensation, production credits, backend profit participation, and long-term career impacts.
6 Even if Mid-Century Modern received mixed or negative reviews, Plaintiff was deprived of
7 both credit and compensation associated with the creation, development, and production of a
8 Hulu original series backed by industry heavyweights and promoted through national press.
9 In television, visibility alone is currency—whether the show succeeds or fails financially, a
10 showrunner credit for a Hulu series opens doors to future deals, first-look arrangements, and
11 staffing opportunities. The loss of that trajectory, combined with the devaluation of
12 Plaintiff's original concept due to widespread association with a poorly executed derivative,
13 constitutes substantial, measurable harm. Moreover, the damage to Plaintiff's professional
14 reputation and ability to license or revive Rainbow Estates elsewhere is both ongoing and
15 directly traceable to the Defendants' unauthorized use.
16
17
18

19 99. Despite not having a television credit at the time of the original pitch, Plaintiff was a
20 respected and award-winning playwright with a proven record of success in live
21 entertainment, including works like *The Golden Gays*, which received critical acclaim,
22 multiple awards, and national productions. Plaintiff had cultivated relationships with
23 producers, agents, and studios, and *Rainbow Estates* was developed with the clear intent of
24 transitioning that success into television. The notion that Plaintiff's lack of a prior TV credit
25 reduces the value or originality of his work ignores the very structure of the entertainment
26 industry, where television debuts are routinely granted based on the strength of an idea and
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1 the momentum behind it—not a preexisting broadcast resume. Indeed, some of the most
2 influential television creators of the past two decades had no screen credits when their
3 breakthrough shows were picked up. Plaintiff’s materials were not unsolicited or
4 speculative—they were solicited by industry veterans, seriously considered, and placed on a
5 whiteboard of viable properties. Once developed and produced by Defendants, the concept
6 demonstrably had commercial viability—proving the value of Plaintiff’s idea, not
7 undermining it.
8

9 **ADDITIONAL FACTUAL ALLEGATIONS SUPPORTING LIABILITY**

10 **On Discovery as Essential Due To Industry’s Veil of Protection**

11
12 100. Plaintiff alleges on information and belief that Max Mutchnick, David Kohan, Ryan
13 Murphy, and Adam Barr are likely among the defendants named in this action. Mutchnick
14 and Kohan are credited creators of Mid-Century Modern, Ryan Murphy has longstanding
15 creative and professional ties to Lionsgate and 3 Arts, and Adam Barr has worked with 3
16 Arts since 2003. Given the circulation of Plaintiff’s materials to 3 Arts, Lionsgate, and CAA,
17 and the prominence of Rainbow Estates in Small’s development pipeline, it is highly
18 probable that these individuals had direct or indirect access to Plaintiff’s concepts, character
19 descriptions, and show materials. Discovery is expected to reveal documents—such as script
20 coverage, emails, internal pitch decks, and drafts—that will confirm these individuals
21 received, reviewed, or were otherwise influenced by Plaintiff’s original submission.
22

23
24 101. Given the intertwined relationships and industry overlap alleged herein, discovery will be
25 essential to lifting the veil over how Mid-Century Modern came to be developed. Plaintiff
26 lacks access to internal communications, writers’ room records, pitch logs, development
27 notes, casting correspondence, and agent submissions that would reveal who originated the
28

1 concept internally, how it evolved, and whether Plaintiff's materials were discussed, shared,
2 or adapted. This includes identifying which executive or agent first championed the concept,
3 who assembled the writing team, and what materials or influences were used in the early
4 development stages. Of particular importance is understanding how marquee talent—such as
5 Nathan Lane, Matt Bomer, and Nathan Lee Graham, and the late Linda Lavin—were enticed
6 to join the project and whether they were aware of any prior versions, submissions, or
7 creative intent resembling Plaintiff's original pitch. These are questions that cannot be
8 resolved at the pleading stage and are uniquely within the possession of the Defendants.
9 Accordingly, discovery will play a critical role in determining the extent of access, overlap,
10 and appropriation.
11
12

13 **Pattern of Industry Practice**

14 102. Plaintiff is informed and believes that the development and ownership of original
15 television concepts in the entertainment industry often occur within a power structure that
16 disproportionately favors studios and talent agencies. Legal scholars and media law
17 professionals have documented concerns that creative submissions by independent writers
18 are sometimes retained and used without credit or compensation, particularly in relationships
19 governed more by industry customs than written agreement (U.C. Hastings Law Journal,
20 MLRC).
21
22

23 103. One of the most egregious examples of idea misappropriation involved *Art Buchwald v.*
24 *Paramount*, in which renowned humorist Art Buchwald sued the studio alleging that the
25 screenplay for *Coming to America* was based on his pitch treatment. The court found that
26 Paramount had access to Buchwald's treatment and went on to turn it into a major feature
27 without credit or compensation. The matter was settled for approximately \$900,000, with the
28

1 plaintiff vindicated and Paramount forced to confront its misleading profit accounting
2 practices. Similarly, in *Bercovici v. Chaplin*, Charlie Chaplin settled a plagiarism claim
3 brought by writer Konrad Bercovici, paying \$90,000 after Bercovici alleged that *The Great*
4 *Dictator* was derived from his outline—despite Chaplin’s denial of authorship. Although
5 these cases placed here for narrative purposes only, predate modern television, they illustrate
6 Hollywood’s longstanding pattern of misappropriating outsider creatives’ ideas—even when
7 those projects become celebrated successes. These resolutions, while not carrying legal
8 precedent for modern TV submissions, lend powerful narrative weight to Plaintiff’s
9 allegations of systemic concept exploitation.

10
11
12 104. In Plaintiff’s case, the *Rainbow Estates* concept was submitted under professional
13 circumstances to Lionsgate executive Leslie Kolins Small and ultimately reached entities
14 affiliated with CAA, 3 Arts, Fox, Hulu, and KoMut. Plaintiff alleges that the subsequent
15 development of *Mid-Century Modern*—involving parties connected to these same
16 agencies—mirrors patterns observed in other contested origin stories in Hollywood. Plaintiff
17 intends to further substantiate these claims through discovery, including internal
18 communications, coverage reports, and chain-of-title documentation.

19 20 **Novelty And Personal Origin of Rainbow Estates**

21 105. *Rainbow Estates* is a wholly original television concept developed by Plaintiff, rooted in
22 personal experience and long-standing relationships with older gay men navigating identity,
23 aging, and community in early retirement. Set in a fictional LGBTQ+ retirement enclave in
24 **Palm Springs**, the series centers on a group of early-retired gay men forging a chosen family
25 in one of the most culturally distinct and queer-celebrated locations in the country. At the
26 time Plaintiff first developed and pitched the concept, no comparable series existed featuring
27
28

1 an ensemble of older gay men as protagonists, let alone in a shared retirement setting
2 designed specifically for LGBTQ+ residents. The characters were wholly original and drawn
3 from real people in Plaintiff's life, including a conservative gay father, a formerly high-
4 powered attorney managing early-onset dementia and HIV, and a late-coming father
5 adjusting to newfound gay identity. Each character represented layered, non-stereotypical
6 dynamics rarely seen on television. The show blended accessible humor with emotionally
7 resonant themes—legacy, friendship, generational conflict, spirituality, and the cultural
8 complexity of queer elderhood. Plaintiff developed a complete creative package, including a
9 detailed pilot script, series bible, character arcs, and tonal direction. The concept evolved
10 beyond traditional sitcom structures, incorporating surreal, reflective, and socially conscious
11 elements while remaining broadly marketable. Industry professionals recognized the show's
12 originality but expressed hesitation about market readiness for a project so explicitly centered
13 on older gay men. The materials were submitted in confidence, were not publicly available,
14 and represented a **novel and concrete idea** entitled to protection under California law.

18 **Character Similarities vs. Protectable Expression**

19 106. While Defendants may attempt to downplay the overlap between Rainbow Estates and
20 MidCentury Modern as merely involving familiar archetypes, such a defense fails under
21 applicable state law standards governing misappropriation and breach of implied confidence.
22 Plaintiff's characters were not generic older gay men; they were drawn from life—based on
23 himself and his close circle of friends—and carefully developed with distinct voices,
24 histories, and interpersonal dynamics. These traits are reflected with striking similarity in
25 MidCentury Modern, where characters fill nearly identical social roles, exhibit matching
26 emotional rhythms, and appear in ensemble storylines that echo those created by Plaintiff.
27

1 The cumulative resemblance in tone, humor, and group structure goes well beyond trope or
2 coincidence, pointing instead to the unauthorized use of specific creative work that was
3 entrusted to the industry with a reasonable expectation of good faith and fair dealing.
4

5 **On Lack of Rejection Despite Direct Access**

6 107. Leslie Kolin Small had direct and unfiltered access to Plaintiff via email and phone and
7 could have easily issued a formal rejection. Instead, Plaintiff received no such
8 communication. Given her initial enthusiasm, subsequent requests for updated materials, and
9 continued silence, it was objectively reasonable for Plaintiff to infer the project remained
10 under consideration and that it would not be developed without his involvement.
11

12 **On Use in First Draft of Mid-Century Modern**

13 108. Plaintiff alleges on information and belief that the first draft of Mid-Century Modern—or
14 the version used to pitch the series to Nathan Lane and other cast members—was likely
15 derived in part from Plaintiff’s submission. Discovery will seek to obtain all drafts, pitch
16 materials, agent notes, and communications used to present the project to talent and
17 networks, as such evidence will likely demonstrate substantial overlap in tone, structure, and
18 character archetypes with Rainbow Estates.
19

20 **On Access and Continued Possession of Materials**

21 109. Although Leslie Kolins Small shifted roles after her time at Lionsgate, she remained
22 professionally active within the same entertainment ecosystem, including continued
23 affiliations with entities like 3 Arts, Hulu, and Disney. Her development work and
24 professional relationships were embedded in the 3 Arts compound, where materials
25 submitted during her tenure would remain accessible. Plaintiff believes that copies of the
26 Rainbow Estates script and related materials were retained by Small, 3 Arts executives, or
27
28

1 development assistants, and likely continued to circulate informally through industry-
2 standard practices such as agency referrals, script coverage, and internal sharing among
3 affiliated creative teams.

4
5 **On Market Hesitancy and Withholding Until Timing Was Right**

6 110. At the time of Plaintiff's 2013 pitch, Leslie Kolins Small—then a development executive
7 working out of the 3 Arts office and associated with Lionsgate—showed genuine interest in
8 Plaintiff's project, stating it had made her whiteboard alongside other promising properties.
9 However, Small also remarked that she and her colleagues did not believe the market was yet
10 ready for a show centered on gay men of retirement age. Plaintiff believes Defendants
11 retained the concept in anticipation of cultural shifts that would eventually make the project
12 viable, holding onto the work without rejecting it formally and waiting for timing and
13 political conditions to become more favorable. The delay in exploiting the work likely
14 stemmed from perceived risk in the post-2016 political climate and COVID-era market
15 volatility, but Defendants ultimately moved forward once those perceived risks subsided.

16
17
18 **Plaintiff's Continued Development and Intent to Produce "Rainbow Estates"**

19 111. Plaintiff has never abandoned the "Rainbow Estates" project. Since its inception, Plaintiff
20 has actively pursued avenues to develop and produce the series, including ongoing efforts to
21 adapt the concept for an expatriate setting in Mexico where the themes of chosen family and
22 cultural reinvention remain highly resonant. Plaintiff's continued investment of time, creative
23 energy, and strategic planning underscores the project's viability and his enduring ownership
24 intent. At no point has Plaintiff disclaimed or relinquished rights to the concept, and any
25 suggestion of abandonment is unfounded and contradicted by Plaintiff's sustained
26 development efforts and renewed market interest in diverse, inclusive narratives.
27
28

1 **On Hulu Availability and Prompt Action**

2 112. Plaintiff resides part-time in Mexico, where Hulu is not commercially available. Upon
3 becoming aware of the infringing show Mid-Century Modern through a Washington DC
4 based friend, social media buzz and press coverage, Plaintiff took immediate steps to verify
5 its existence, secure access to view the content, and file formal objections. Plaintiff
6 responded within two weeks of first viewing the material, negating any claim of
7 unreasonable delay or waiver. According to Hulu’s own help pages and user agreements, its
8 service is not accessible to international IP addresses without VPN or proxy workarounds,
9 underscoring the absence of any constructive notice.
10
11

12 **Why Injunctive Relief Is Necessary**

13 113. Plaintiff seeks injunctive relief not merely for economic loss, but to prevent the continued
14 reputational and creative harm caused by the misappropriation of his work. Monetary
15 damages alone cannot restore trust, credibility, or future opportunities lost when a creator’s
16 original vision is co-opted and released without consent or credit. Mid-Century Modern is
17 publicly positioned as an original Hulu property, effectively erasing Plaintiff’s authorship
18 and distorting his intended message and tone. Continued streaming and promotion of the
19 series without Plaintiff’s acknowledgment compounds the false public perception that the
20 concept originated elsewhere, thereby chilling Plaintiff’s ability to market Rainbow Estates
21 or pursue related opportunities. This is not a simple matter of financial compensation, it is an
22 ongoing creative identity theft that undermines Plaintiff’s standing in the industry. Injunctive
23 relief is therefore both necessary and appropriate to prevent further irreparable harm.
24
25

26 **Anticipated Defense: Independent Creation (Assertively Refuted)**

1 114. Defendants will likely hide behind the boilerplate claim of “independent creation.” This
2 defense collapses under even minimal scrutiny. Plaintiff’s concept, Rainbow Estates, was not
3 submitted into a vacuum—it was delivered directly into the hands of industry insiders who
4 had the power, access, and motive to exploit it. Leslie Kolins Small, who personally received
5 the materials, met with Plaintiff, requested additional scripts, and confirmed interest,
6 displayed Rainbow Estates on a whiteboard of active development projects in her office. This
7 was not a rejection, it was retention. This was not passive industry chatter—it was the early
8 phase of exploitation. Plaintiff’s concept was not a generic pitch about “older gay men.” It
9 was a richly developed world, inspired by the Plaintiff’s own life and verifiable friend group,
10 with detailed scripts, character arcs, and a show bible that laid out an upscale, Palm Springs–
11 style community inhabited by multidimensional gay characters navigating legacy, family,
12 and late-life reinvention. These were not vague themes, they were specific story mechanics,
13 emotional stakes, and comedic tones that Mid-Century Modern unmistakably lifted.
14 Defendants cannot credibly claim that these similarities are coincidental. Several key players
15 behind Mid-Century Modern are professionally connected to 3 Arts, Lionsgate, or CAA, the
16 very entities that had Plaintiff’s materials in hand. Adam Barr, notably, has been with 3 Arts
17 since 2003 along with others mentioned herein. These are not distant industry
18 acquaintances—they are part of the exact ecosystem through which Rainbow Estates was
19 pitched, discussed, and internally circulated. That these same individuals emerged as
20 architects of a nearly identical series a decade later is not a creative miracle—it is textbook
21 misappropriation. Defendants have ignored Plaintiff’s outreach, dismissed a valid DMCA
22 takedown notice, and proceeded as if his work was theirs to use. The “independent creation”
23 defense is not only factually unsupportable—it is an insult to the intelligence of the Court
24
25
26
27
28

1 and an affront to the rights of every creator in the entertainment industry. Discovery will
2 confirm what Plaintiff already knows: the theft was not accidental, it was deliberate, and the
3 trail of access is undeniable.

4
5 **Leslie Kolins Small's Documented Association with 3 Arts Entertainment**

6 115. Assuming arguendo that Defendants may seek to distance Leslie Kolins Small from 3
7 Arts Entertainment, the documentary evidence strongly refutes such a position. In 2013,
8 Plaintiff pitched *Rainbow Estates* to Ms. Kolins Small in her capacity as an industry
9 executive affiliated with 3 Arts Entertainment, during a time when she maintained an email
10 address associated with George Lopez. That same year, George Lopez was preparing to star
11 in the feature film *Spare Parts*, a production in which Ms. Kolins Small is credited as Co-
12 Producer alongside 3 Arts Entertainment. The project was developed by Pantelion Films, a
13 Lionsgate venture, where Ms. Kolins Small's office space was located alongside 3 Arts
14 executives, sharing administrative support and supplies. These overlapping roles, affiliations,
15 and production credits confirm her professional proximity to both George Lopez and 3 Arts
16 Entertainment during the exact time period in which *Rainbow Estates* was submitted. This
17 supports a reasonable inference that Plaintiff's work was accessible to individuals involved in
18 later infringing projects, including *Mid-Century Modern*.
19
20

21 **One Very Public and Transparent Plausible Connection**

22 116. On information and belief, while working with 3 Arts Entertainment on *Hacks* in or
23 around 2022, Dan Bucatinsky came into contact with Plaintiff's television concept, *Rainbow*
24 *Estates*. At that time, 3 Arts Entertainment was in possession of Plaintiff's pitch materials,
25 originally submitted and discussed in 2013. Given Bucatinsky's established background in
26 LGBT TV, he was a logical candidate to review such material. Plaintiff alleges that 3 Arts
27

1 either shared *Rainbow Estates* with him directly or exposed him to its contents through
2 collaboration.

3 117. Notably, Bucatinsky later became a consulting producer and writer on *Mid-Century*
4 *Modern*, a show with clear thematic and tonal similarities to *Rainbow Estates*. In public
5 interviews, he described the series as “Trojan Horse television”—a traditional sitcom format
6 used to explore issues like sex, aging, PREP, promiscuity, and non-traditional family
7 structures. This mirrors the tone and intentions in Plaintiff’s original pitch, which framed
8 *Rainbow Estates* as a nostalgic sitcom exploring modern LGBTQ+ realities through humor
9 and multi-generational identity. The thematic overlap is too significant to be coincidental.
10 Plaintiff alleges that Bucatinsky’s creative contributions to *Mid-Century Modern* reflect
11 misappropriation—whether through direct copying or substantial use of Plaintiff’s original
12 ideas and tone.
13
14

15 **3 Arts’ Denial of Involvement and Plaintiff’s Basis for Inclusion**

16 118. Plaintiff acknowledges that representatives for 3 Arts Entertainment have recently denied
17 any involvement in the creation, production, or distribution of *Mid-Century Modern*.
18 However, Plaintiff maintains that 3 Arts was the original recipient of the *Rainbow Estates*
19 concept in 2013 through direct agent communications and high-level executive review.
20 Plaintiff further contends that 3 Arts’ longstanding professional associations with key
21 individuals and entities involved in *Mid-Century Modern* support a reasonable inference of
22 continued access and participation. These denials, while noted, do not negate the factual basis
23 for naming 3 Arts as a Defendant in this action. Plaintiff intends to substantiate these claims
24 during discovery. Additionally, Plaintiff has already identified at least two high-profile
25 individuals who have been professionally associated with both 3 Arts and *Mid-Century*
26
27
28

1 *Modern* dating back to the early 2000s, further reinforcing the plausibility of access, overlap,
2 and potential misuse of Plaintiff's intellectual property.

3 **First Cause of Action: Misappropriation of Ideas**
4 **(Against All Defendants)**

5
6 119. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

7 120. Under California law, a claim for misappropriation of ideas requires that: (1) the idea was
8 novel and concrete, (2) it was disclosed in confidence, (3) with the expectation of
9 compensation if used, and (4) the idea was used without authorization, causing harm. (See
10 *Blaustein v. Burton* (1970) 9 Cal.App.3d 161, 184.)

11
12 121. Plaintiff's television concept "Rainbow Estates" was original, concrete, and substantially
13 developed — including detailed pilot and episode scripts, longform character arcs, a show
14 bible, and multiple iterations refined in response to executive feedback.

15 122. Plaintiff's concept, *Rainbow Estates*, was a novel and concrete television property
16 centered on early-retired gay men in Palm Springs, fully developed through confidential
17 materials submitted for industry consideration.

18
19 123. Plaintiff disclosed the work in a professional context to industry executives, including
20 Defendants, under circumstances that clearly implied confidentiality and an expectation of
21 compensation and involvement if the material was used.

22
23 124. Plaintiff was never informed that the project had been formally rejected. This silence,
24 coupled with continued engagement and submission of materials, reinforced Plaintiff's belief
25 that any use would require credit, compensation, and participation.

1 125. Defendants used Plaintiff's original ideas and expressive structure in the development
2 and production of "Mid-Century Modern" without Plaintiff's consent, credit, or
3 compensation.
4

5 126. The resulting series deviated significantly from Plaintiff's intended tone, execution, and
6 purpose. This not only misrepresented his vision but contributed to a poor reception that
7 devalued the original work and diminished Plaintiff's future opportunities.

8 127. Plaintiff could not have reasonably discovered the misappropriation prior to 2025
9 because Defendants concealed their access and use of his original concept. Due to the insular
10 nature of television development and Defendants' exclusive control over internal
11 communications and creative processes, Plaintiff had no way to know that his ideas were
12 being used without permission until *Mid-Century Modern* was publicly announced and
13 described in promotional materials.
14

15 128. As a direct and proximate result, Plaintiff has suffered economic harm, reputational
16 damage, and the loss of creative control and professional opportunity.
17

18 **Second Cause of Action: Breach of Implied-in-Fact Contract**

19 **(Against All Defendants)**

20 129. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.
21

22 130. Under California law, a contract implied-in-fact arises when parties, through their
23 conduct, mutually understand that compensation will be provided for the use of submitted
24 creative material. (*Desny v. Wilder* (1956) 46 Cal.2d 715, 738.)

25 131. Plaintiff submitted "Rainbow Estates" to Defendants with the understanding—consistent
26 with prevailing entertainment industry customs—that if the material were used, Plaintiff
27 would receive credit, compensation, and an opportunity to participate in its development.
28

1 132. The concept at issue was a unique and protectable television series—distinct in setting,
2 character, and theme—and disclosed in the course of an industry-standard exchange with the
3 expectation of compensation if used.

4
5 133. Plaintiff was never clearly informed that the concept had been rejected or passed on. This
6 silence, combined with continued interest and submission of updated materials, reasonably
7 led Plaintiff to believe the project remained under consideration and would not be exploited
8 without his involvement.

9
10 134. Defendants retained and reviewed Plaintiff's materials and subsequently developed a
11 substantially similar series, "Mid-Century Modern," incorporating key themes, characters,
12 and structure from Plaintiff's original submission.

13 135. At no time did Defendants seek or obtain Plaintiff's consent, nor did they offer credit or
14 compensation, despite relying on his material.

15
16 136. Plaintiff had no reason to suspect that Defendants breached the implied agreement to
17 consider his submission in good faith until substantial similarities between *Mid-Century*
18 *Modern* and *Rainbow Estates* became publicly apparent. The opaque development process
19 and Defendants' failure to disclose their access to Plaintiff's work prevented earlier
20 discovery.

21
22 137. The resulting series deviated from Plaintiff's tone and intent in ways that not only
23 misrepresented his vision but also led to widespread negative reception, further undermining
24 the integrity and future marketability of Plaintiff's concept.

25 138. Defendants' use of Plaintiff's material without fulfilling the expectations created by their
26 conduct constitutes a breach of implied-in-fact contract.

1 139. As a direct result of this breach, Plaintiff has suffered significant financial harm,
2 reputational injury, and the loss of valuable creative opportunities.

3 **Third Cause of Action: Promissory Estoppel**

4 **(Against Leslie Kolins Small)**

5
6 140. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein
7 Defendant Leslie Kolins Small made express and implied representations that Plaintiff's
8 creative materials—including the "Rainbow Estates" concept—would not be used, shared, or
9 developed without Plaintiff's knowledge, involvement, credit, or compensation. (See *Garcia*
10 *v. World Savings, FSB* (2010) 183 Cal.App.4th 1031, 1041 [promissory estoppel applies
11 where there is "a clear promise, reasonable reliance, and resulting detriment"].)
12

13 141. In or around April 2013, Defendant Leslie Kolins Small made clear oral and written
14 representations indicating her intent to consider *Rainbow Estates* for development. She told
15 Plaintiff that she loved the script, would like to see the characters come to life, and would
16 present the project to her producing partners at Lionsgate and 3 Arts Entertainment. In
17 reliance on these assurances, Plaintiff submitted additional materials, including future
18 episode outlines and alternate versions of the series, and refrained from submitting the
19 concept elsewhere. Defendants subsequently used the material without compensation or
20 credit, despite having induced Plaintiff to provide it under the promise of legitimate industry
21 evaluation.
22

23
24 142. *Rainbow Estates* was an original, market-ready concept grounded in specific character
25 arcs and a unique setting, shared in reliance on professional representations of interest and
26 further consideration.
27

1 143. At no time did Small explicitly reject Plaintiff's submission. Instead, her continued
2 communications, request for further materials, and failure to disclaim intent to use the
3 content without Plaintiff reinforced the expectation that the material was still under genuine
4 consideration and would not be exploited without agreement.
5

6 144. Relying on these representations and industry norms, Plaintiff submitted additional
7 content, withheld from pitching elsewhere, and reasonably believed Small's involvement
8 signaled integrity and adherence to professional customs.
9

10 145. Plaintiff's reliance was substantial and foreseeable, and it was induced by Small's
11 position of authority, her conduct during and after the pitch process, and her silence
12 regarding rejection or withdrawal of interest.

13 146. The full extent of Defendants' failure to honor their promises was not discoverable until
14 the release of *Mid-Century Modern*, which revealed that Defendants had moved forward with
15 Plaintiff's core ideas while excluding him from credit or participation. Prior to that, Plaintiff
16 had no access to the development pipeline or Defendants' internal actions.
17

18 147. As a direct result, Plaintiff suffered harm including lost commercial opportunities,
19 exclusion from development, and unauthorized use of his original creative work.

20 148. To avoid injustice, Defendant should be held to her representations, and Plaintiff is
21 entitled to damages in an amount according to proof at trial.
22

23 **Fourth Cause of Action: Breach of Confidence**

24 **(Against All Defendants)**

25 149. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

26 150. Under California law, a claim for breach of confidence arises where: (1) the plaintiff
27 conveyed confidential information, (2) under circumstances giving rise to an obligation of
28

1 confidence, and (3) the defendant improperly disclosed or used the information. (Faris v.
2 Enberg (1979) 97 Cal.App.3d 309, 323.)

3 151. Plaintiff submitted detailed, original materials for "Rainbow Estates"—including scripts,
4 character profiles, episode outlines, and thematic structure—to Defendants under
5 circumstances that clearly implied confidentiality and a reasonable expectation that the
6 material would not be used without Plaintiff's permission.
7

8 152. In or around April 2013, Plaintiff disclosed his original concept, *Rainbow Estates*,
9 including a script, episode outlines, and additional development materials, to Defendant
10 Leslie Kolins Small in the context of a professional industry meeting. Defendant expressed
11 serious interest, praised the concept, and stated she would share it with producing partners at
12 Lionsgate and 3 Arts Entertainment. These disclosures were made with a reasonable
13 expectation of confidentiality and professional discretion. Rather than honoring this
14 expectation, Defendants and their affiliates later exploited core elements of Plaintiff's work
15 in the development of *Mid-Century Modern*, without notice, compensation, or attribution.
16 The breach of confidence by Defendant Small and her industry partners directly harmed
17 Plaintiff's rights as the original creator.
18

19 153. Plaintiff disclosed a detailed and original concept under circumstances that implied
20 confidentiality, involving protectable narrative elements and a fresh television premise never
21 before produced.
22

23 154. These submissions were made pursuant to prevailing entertainment industry norms,
24 wherein pitch materials are shared with the understanding they will not be exploited without
25 consent, credit, or compensation.
26
27

1 155. Defendants, despite having received and retained Plaintiff's confidential materials, used
2 the ideas therein to develop and produce "Mid-Century Modern," incorporating substantially
3 similar characters, themes, tone, and structure.

4
5 156. Plaintiff was never notified that the material had been rejected or was no longer under
6 consideration. This silence, in context, reinforced the obligation not to use the content
7 without permission and further supports the confidential nature of the disclosure.

8 157. Defendants' actions in appropriating and exploiting the confidential materials without
9 notice, credit, or compensation constitute a breach of the duty of confidence.

10
11 158. Because the misuse of Plaintiff's confidential submission occurred behind closed doors
12 within Defendants' companies, Plaintiff could not have reasonably discovered the breach
13 until similarities to *Rainbow Estates* appeared in publicly available descriptions and
14 promotional content for *Mid-Century Modern*.

15 159. As a direct and proximate result of Defendants' breach, Plaintiff has suffered economic
16 damages, reputational injury, and lost creative opportunities.

17
18 **Fifth Cause of Action: Unjust Enrichment**

19 **(Against Hulu, Fox, KoMut and 3 Arts)**

20 160. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

21 161. Defendants Hulu and 3 Arts Entertainment knowingly accepted and benefited from
22 Plaintiff's original creative materials without providing credit, compensation, or consent.

23
24 162. Defendants developed, promoted, and monetized "Mid-Century Modern," a series that
25 incorporates substantial and protectable elements from Plaintiff's work, including characters,
26 structural dynamics, thematic content, and conceptual tone.

1 163. Defendants, including but not limited to Leslie Kolins Small, received and used
2 Plaintiff's confidential creative materials for their own commercial benefit. Defendant Small
3 solicited and accepted Plaintiff's submission with expressions of interest and promises to
4 present the project to her producing partners. Defendants later incorporated central elements
5 of the concept into the production of *Mid-Century Modern*, a project they marketed and
6 monetized without crediting or compensating Plaintiff. As a result, Defendants were unjustly
7 enriched at Plaintiff's expense and continue to profit from the unauthorized use of his
8 original work.
9

10 164. Defendants derived direct commercial benefit from a concept that was novel, specific,
11 and confidential centered on a protectable ensemble of characters in an LGBTQ+ retirement
12 setting.
13

14 165. Defendants' unjust gain from the use of Plaintiff's creative work was not discoverable
15 until the public emergence of *Mid-Century Modern*, at which point Plaintiff recognized the
16 commercial exploitation of his concept. Prior to that, Defendants had exclusive control of the
17 development and concealed their conduct.
18

19 166. By doing so, Defendants derived both financial gain and industry credibility at Plaintiff's
20 expense, while deliberately excluding Plaintiff from participation in the adaptation or any
21 form of acknowledgment.
22

23 167. Plaintiff's original vision was not only used without authorization, but distorted in
24 execution, leading to poor reception and further diminishing the market value and perception
25 of the underlying concept.
26

27 168. It would be inequitable and unjust for Defendants to retain the benefits derived from
28 Plaintiff's work while Plaintiff is denied credit, compensation, or a creative role.

1 169. Plaintiff is entitled to restitution in the amount of the benefits unjustly retained by
2 Defendants, as well as any equitable relief the Court deems appropriate.

3 **Sixth Cause of Action: Civil Conspiracy**
4 **(Against All Named Defendants and DOES 1–10)**

5
6 170. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

7 171. Plaintiff is informed and believes, and on that basis alleges, that Defendants 3 Arts
8 Entertainment, Leslie Kolins Small, and DOES 1 through 20 knowingly and willfully entered
9 into an agreement—express or implied—to misappropriate Plaintiff’s original television
10 concept and to exploit it for their own commercial benefit without Plaintiff’s consent, credit,
11 or compensation.

12
13 172. Defendants 3 Arts Entertainment, KoMut Entertainment, Hulu, Fox Television, and
14 certain Doe Defendants acted in concert and with a common purpose to exploit Plaintiff’s
15 original television concept without authorization. While the full scope of the conspiracy is
16 not yet known due to Defendants’ exclusive control over internal communications,
17 development notes, and production records, the timing, content overlap, and known industry
18 relationships strongly suggest a coordinated effort. Upon receiving Plaintiff’s submission
19 through Defendant Leslie Kolins Small—then affiliated with 3 Arts and Lionsgate—
20 Defendants and their agents had the opportunity and means to circulate the concept
21 internally. Plaintiff alleges that Defendants entered into an agreement, either explicit or
22 implied, to develop a series substantially similar to *Rainbow Estates*, while concealing their
23 access to Plaintiff’s work and omitting him from all credit or compensation. Discovery is
24 expected to uncover evidence of internal meetings, emails, script coverage, or other
25 communications that further confirm this coordinated misuse.
26
27
28

1 173. In furtherance of this conspiracy, Defendants engaged in overt acts including—but not
2 limited to—retaining Plaintiff’s materials, sharing them among affiliated entities, and
3 developing, producing, marketing, and distributing the series "Mid-Century Modern" based
4 substantially on Plaintiff’s work.
5

6 174. The subject matter misappropriated by the Defendants was a concrete, original television
7 concept with clearly defined characters, setting, and themes, not a general or unprotectable
8 idea.
9

10 175. Each Defendant acted with knowledge of the wrongful nature of the conduct and
11 provided substantial assistance or encouragement to further the misappropriation.

12 176. Plaintiff could not have known of the existence or participants in any coordinated
13 conspiracy until facts became publicly available linking multiple defendants to a project
14 mirroring Plaintiff’s work. The secretive nature of creative development in television
15 rendered earlier discovery impossible.
16

17 177. As a direct and proximate result of Defendants concerted and intentional actions, Plaintiff
18 suffered substantial economic loss, reputational damage, and the denial of rightful credit and
19 compensation.
20

21 178. Defendants’ actions were willful, malicious, and carried out with conscious disregard for
22 Plaintiff’s rights, entitling Plaintiff to compensatory and punitive damages in an amount
23 according to proof at trial.
24

Seventh Cause of Action: Fraudulent Inducement

(Against Leslie Kolins Small)

25
26 179. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.
27
28

1 180. Defendant Leslie Kolins Small made material representations indicating she had a serious
2 professional interest in Plaintiff's original concept, "Rainbow Estates," and requested
3 additional materials under the pretense of legitimate development consideration. (See *Lazar*
4 *v. Superior Court* (1996) 12 Cal.4th 631, 638 [fraudulent inducement is actionable where a
5 defendant makes a false promise to gain a benefit, inducing reliance and resulting harm].)
6

7 181. In or around April 2013, Defendant Leslie Kolins Small, acting as a representative of
8 Lionsgate and 3 Arts Entertainment, made specific representations to Plaintiff indicating
9 genuine interest in developing his series *Rainbow Estates*. She stated she loved the script, and
10 that if it were up to her, she would love to see the characters come to life. She expressed
11 concern that the project was "too gay" for mainstream buyers but reconsidered after Plaintiff
12 suggested alternatives such as Logo and Bravo. She further stated she would discuss the
13 project with her producing partners. These statements led Plaintiff to believe that the concept
14 was being seriously considered and would be evaluated in good faith. In reliance on these
15 assurances, Plaintiff submitted further confidential materials, which were later misused by
16 parties affiliated with Defendant Small.
17

18
19 182. The material shared with Defendants was specific, novel, and protectable, and would not
20 have been submitted absent assurances that it would be treated professionally and not
21 exploited without permission.
22

23 183. At the time these representations were made, Defendant either knew or should have
24 known that the project would not move forward with Plaintiff's participation and that the
25 submitted materials might be used or retained without consent.
26
27
28

1 184. Relying on Defendant's statements and perceived integrity, Plaintiff submitted enhanced
2 materials—including refined scripts, loglines, and episode guides—and continued to engage
3 in good faith collaboration.

4
5 185. Defendant's misrepresentations induced Plaintiff to relinquish control over his creative
6 work and facilitated the unauthorized development of a substantially similar series, "Mid-
7 Century Modern," by parties affiliated with or connected to Defendant.

8 186. Defendants' misrepresentations and intent to misappropriate were not discoverable at the
9 time they were made, as Plaintiff reasonably relied on them. Only after observing the
10 outcome—*Mid-Century Modern's* public launch did the pattern of deception become clear.

11
12 187. As a direct and proximate result of Defendant's fraudulent conduct, Plaintiff suffered
13 financial harm, reputational damage, and emotional distress.

14 **Eighth Cause of Action: Negligent Misrepresentation**
15 **(Against Leslie Kolins Small)**

16
17 188. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

18 189. Defendant Leslie Kolins Small negligently represented to Plaintiff that his series
19 *Rainbow Estates* was being seriously considered for development, and that she would bring
20 the concept to her producing partners. She praised the script, discussed potential buyers such
21 as Logo and Bravo, and requested further materials. These representations, made without due
22 regard for their truth or with reckless disregard for Plaintiff's reliance, caused Plaintiff to
23 disclose creative content in confidence. Defendant failed to exercise reasonable care in her
24 professional capacity and allowed the material to be disseminated and misused by closely
25 affiliated parties.
26
27
28

1 190. Defendant Leslie Kolins Small, acting in her professional capacity as a representative of
2 an established entertainment company, made representations—both express and implied—
3 that Plaintiff’s creative material would not be used without his consent, credit, or
4 compensation.
5

6 191. These representations occurred during the submission and review of Plaintiff’s concept
7 "Rainbow Estates," and included requests for additional materials, continued dialogue, and
8 no express rejection.
9

10 192. The unique and original concept of *Rainbow Estates* was shared in good faith with the
11 understanding it would not be misused—a premise undermined by misrepresentations about
12 its consideration and handling.

13 193. At the time the representations were made, Defendant lacked a reasonable basis to make
14 them. She failed to disclose conflicts of interest or her existing relationships with parties later
15 involved in producing "Mid-Century Modern," a series substantially derived from Plaintiff’s
16 concept.
17

18 194. Plaintiff reasonably relied on these representations in continuing to share materials,
19 withholding submissions to other parties, and assuming his work would not be used without
20 agreement.
21

22 195. This reliance was consistent with industry standards and with the expectations set forth in
23 *Desny v. Wilder* (1956) 46 Cal.2d 715, which recognizes a duty not to mislead creators
24 submitting ideas under circumstances implying professional good faith.

25 196. The falsity and impact of Defendants’ representations were not apparent until long after
26 they were made. Plaintiff only learned of their misuse of his materials upon seeing the
27 marketed concept of *Mid-Century Modern*, which bore clear resemblance to his submission.
28

1 197. As a direct and proximate result of Defendant's negligent misrepresentations, Plaintiff
2 suffered financial losses, reputational injury, and exclusion from creative participation in a
3 project based on his own work.

4
5 **Ninth Cause of Action: Unfair Competition**

6 **(Cal. Bus. & Prof. Code § 17200 et seq.)**

7 **(Against All Defendants)**

8 198. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

9 199. Defendants Hulu and 3 Arts Entertainment engaged in unlawful, unfair, and fraudulent
10 business practices within the meaning of California Business and Professions Code § 17200
11 et seq. by knowingly misappropriating Plaintiff's original concept, "Rainbow Estates," and
12 exploiting it without authorization.

13
14 200. The unlawful prong is satisfied by Defendants' violations of California common law,
15 including misappropriation of ideas, breach of implied contract, breach of confidence, and
16 unjust enrichment.

17
18 201. The unfair prong is satisfied by Defendants' conduct in taking and profiting from
19 material submitted in good faith—without credit, compensation, or consent—gaining an
20 inequitable advantage over competitors and violating the norms of creative submission in the
21 entertainment industry.

22
23 202. The fraudulent prong is satisfied by Defendants' representations and conduct that
24 concealed their use of Plaintiff's material and falsely suggested the originality of the
25 resulting work, "Mid-Century Modern."

26 203. Defendants unfairly exploited Plaintiff's original and protectable television concept,
27 which was detailed, confidential, and not in the public domain at the time of their use.

1 204. Defendants' unfair business practices were not known to Plaintiff until their unauthorized
2 use of *Rainbow Estates* became publicly visible. Prior to this, their actions were hidden
3 within confidential development processes inaccessible to Plaintiff.
4

5 205. In addition to the underlying acts of misappropriation, Defendants—particularly Hulu—
6 engaged in independent unlawful, unfair, and fraudulent business practices in violation of
7 California's Unfair Competition Law (UCL). After being formally notified via takedown
8 demand that *Mid-Century Modern* bore substantial similarity to Plaintiff's copyrighted and
9 submitted materials, Hulu failed to take any action, investigate the claim, or initiate a good-
10 faith resolution. Instead, Hulu continued to market, distribute, and profit from the series
11 under its Hulu Original brand, thereby knowingly participating in the ongoing exploitation of
12 misappropriated content. Hulu's refusal to acknowledge the takedown request constituted a
13 deceptive practice that misleads consumers and content creators into believing it complies
14 with industry standards for intellectual property protection. This deliberate inaction, despite
15 actual knowledge, constitutes a distinct and ongoing unfair business practice, separate from
16 the initial act of misappropriation.
17
18

19 206. As a direct result, Plaintiff has suffered and continues to suffer economic harm,
20 reputational damage, and the loss of further market opportunities.
21

22 207. Plaintiff seeks all available remedies under § 17200, including restitution, injunctive
23 relief prohibiting further use or distribution of the infringing material, and such other
24 equitable relief as the Court deems just and proper.
25

26 **Tenth Cause of Action: Declaratory and Injunctive Relief**

27 **(Against All Defendants)**

28 208. Plaintiff realleges and incorporates all prior paragraphs as though fully set forth herein.

1 209. An actual, present, and justiciable controversy exists between Plaintiff and all named
2 Defendants regarding the ownership, use, and exploitation of the television concept known as
3 "Rainbow Estates" and the substantially similar series "Mid-Century Modern."
4

5 210. Plaintiff is the original creator and rightful owner of the "Rainbow Estates" concept and
6 contends that Defendants have used and profited from that concept without authorization,
7 credit, or compensation.

8 211. Defendants deny any liability and continue to exploit the infringing work, thereby
9 perpetuating the controversy and necessitating judicial resolution.

10 212. Plaintiff seeks a judicial declaration affirming his ownership rights in the "Rainbow
11 Estates" concept and declaring that Defendants' actions constitute unauthorized use and
12 misappropriation.
13

14 213. Plaintiff further seeks injunctive relief enjoining Defendants from continuing to produce,
15 promote, distribute, or profit from "Mid-Century Modern" or any derivative works based on
16 Plaintiff's concept unless and until Plaintiff is credited, compensated, and meaningfully
17 involved in the project.
18

19 214. Plaintiff seeks judicial recognition that the concept was protectable as an original work,
20 independently developed and disclosed under circumstances warranting legal protection.

21 215. Such relief is necessary to prevent further irreparable harm to Plaintiff's intellectual
22 property interests, professional reputation, and future creative opportunities.
23

24 216. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered significant
25 and ongoing harm, including but not limited to: the loss of compensation customarily
26 afforded to creators and executive producers in the television industry; loss of backend
27 participation, royalties, and residual income; reputational harm within the professional
28

1 entertainment community; dilution of the commercial and creative value of Plaintiff's
2 original concept; and emotional distress. The plaintiff reasonably estimates that his damages
3 exceed seven figures.

4
5 217. Plaintiff did not become aware of the present controversy or Defendants' wrongful
6 conduct until the release of *Mid-Century Modern*. Only then did a legal dispute arise,
7 warranting judicial intervention to clarify rights and prevent ongoing harm.

8 218. Plaintiff seeks both legal and equitable remedies. These include restitution for benefits
9 unjustly retained by Defendants, disgorgement of profits derived from the unauthorized use
10 of Plaintiff's creative material, appropriate on-screen credit, and executive participation
11 rights in accordance with industry norms, and compensation for the reputational and
12 professional harm suffered. Plaintiff also seeks punitive and exemplary damages to deter
13 similar misconduct, as well as injunctive and declaratory relief to halt further exploitation of
14 his work.
15

16 VI. PRAYER FOR RELIEF

17
18 219. Plaintiff alleges that Defendants collectively engaged in a knowing and coordinated
19 appropriation of *Rainbow Estates*, a protectable and original television concept created and
20 submitted by Plaintiff. **Leslie Kolins Small**, then affiliated with both Lionsgate and **3 Arts**
21 **Entertainment**, expressed strong enthusiasm for the project, stating that she loved the script
22 and would pursue it with her producing partners. No formal rejection was ever issued. The
23 project then resurfaced in near-identical form through **KoMut Entertainment**, founded by
24 **Max Mutchnick**, who described *Mid-Century Modern* in language nearly verbatim to
25 Plaintiff's original pitch. **3 Arts Entertainment**, with documented access to Plaintiff's
26 materials, has long collaborated with KoMut, Fox, and Hulu on television development, and
27

1 failed to take any action to protect or distance itself from the infringing project. **Fox**
2 **Television** and **Hulu**, credited producers and distributors of the final series, knowingly
3 benefited from this misappropriation—Hulu doing so even after receiving a formal takedown
4 notice and continuing to promote the series as a Hulu Original. Taken together, these facts
5 show a deliberate and unjust enrichment scheme involving shared agents, overlapping
6 creative teams, and a clear failure to act in good faith, warranting compensatory, punitive,
7 and injunctive relief.
8

9 220. While Plaintiff is presently representing himself in this action, he recognizes the
10 complexity and scope of the litigation, particularly given the involvement of multiple
11 corporate defendants with vast legal resources. Plaintiff may seek legal representation as the
12 matter proceeds, especially through discovery and trial. In light of the willful and malicious
13 conduct alleged, Plaintiff respectfully requests an award of attorneys' fees and costs should
14 counsel be retained, as permitted by applicable law and equity.
15

16 221. WHEREFORE, Plaintiff respectfully prays for judgment against all Defendants, jointly
17 and severally, as follows:
18

- 19 1. For general and special damages in an amount to be proven at trial;
- 20 2. For restitution and disgorgement of all revenues, profits, and benefits wrongfully obtained
21 through the exploitation of Plaintiff's original work;
- 22 3. For injunctive relief prohibiting further production, distribution, promotion, or monetization of
23 Mid-Century Modern or any derivative works absent Plaintiff's credit, compensation, and
24 creative involvement;
- 25 4. For a declaratory judgment affirming Plaintiff's authorship and ownership rights in Rainbow
26 Estates, and declaring Defendants' conduct to be unlawful;
27

- 1 5. For on-screen credit as Creator and Executive Producer (or comparable industry-standard
2 designation), and compensation consistent with that role;
3
4 6. For punitive and exemplary damages pursuant to California Civil Code § 3294, based on
5 Defendants' willful, malicious, and oppressive conduct;
6
7 7. For pre-judgment and post-judgment interest as permitted by law;
8
9 8. For Attorneys' fees and costs incurred or anticipated in connection with this action, including
10 future representation, given the willful and malicious conduct alleged and the complexity
11 posed by the Defendants' corporate structure and resources.;
12
13 9. For leave to amend this Complaint as necessary based on information revealed through
14 discovery;
15
16 10. For such other and further legal or equitable relief as the Court may deem just and proper.

17 Respectfully submitted,

18 Dated: 8/3/2025

19 By: John Trapper /s/ John Trapper

20 John Trapper, Plaintiff, In Pro Per

21 John@widestanceproductions.com

22 310-213-8727

23 **VERIFICATION**

24 I, John Trapper, am the Plaintiff in this action. I have read the foregoing Complaint and know the
25 contents thereof. The same is true of my own knowledge, except as to those matters which are
26 therein stated on information and belief, and as to those matters, I believe them to be true.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct.

3 Executed on August 4, 2025, at North Tonawanda, NY 14120.
4

5 John Trapper /s/ John Trapper

6 **John Trapper**

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 08/05/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Ayala</u> Deputy
<small>COURTHOUSE ADDRESS:</small> Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> 25STCV22973

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Robert B. Broadbelt	53					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 08/05/2025 (Date) By Y. Ayala, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.