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9 Attorneys for Plaintiff, Gerald E. Heller

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**  
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14 GERALD E. HELLER, an individual,

15 Plaintiff,

16 v.

17 NBCUNIVERSAL, INC., A SUBSIDIARY OF  
COMCAST CORPORATION; F. GARY GRAY,  
18 an individual; O’SHEA JACKSON SR, PKA  
ICE CUBE, an individual; ANDRE YOUNG,  
19 PKA DR DRE, an individual; THE ESTATE OF  
ERIC WRIGHT, PKA EAZY E, an individual;  
20 TOMICA WOODS-WRIGHT, individually and  
as the personal representative of the ESTATE OF  
21 ERIC WRIGHT; COMPTOWN RECORDS,  
INC., a corporation; MATT ALVAREZ, an  
22 individual; SCOTT BERNSTEIN, an individual;  
23 LEGENDARY PICTURES, a corporation;  
XENON PICTURES, INC./XENON  
24 ENTERTAINMENT GROUP, a corporation;  
JONATHAN HERMAN, an individual;  
25 ANDREA BERLOFF, an individual; S. LEIGH  
SAVIDGE, an individual; ALAN WENKUS, an  
26 individual; and Does 1 -100,

27 Defendants.  
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Case No.:2:15-CV-09631-MWF-KS

**FIRST AMENDED COMPLAINT FOR:**

1. **DEFAMATION (LIBEL & SLANDER)**
2. **TRADE LIBEL**
3. **FALSE LIGHT**
4. **MISAPPROPRIATION OF LIKENESS**
5. **INTENTIONAL INTERFERENCE WITH A PROSPECTIVE ECONOMIC ADVANTAGE**
6. **NEGLIGENT INTERFERENCE WITH A PROSPECTIVE ECONOMIC ADVANTAGE**
7. **BREACH OF CONTRACT (SETTLEMENT AGREEMENT)**
8. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (SETTLEMENT AGREEMENT)**
9. **BREACH OF ORAL CONTRACT**
10. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (ORAL CONTRACT)**
11. **COPYRIGHT INFRINGEMENT**

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Plaintiff Gerald E. Heller(sometimes referred to as "Heller" or "Plaintiff") submits this First Amended Complaint and alleges, upon information and belief, as follows:

**JURISDICTION AND VENUE**

1. As noted more fully below, this action arises out of acts of defamation, theft, misappropriation, and other tortious behavior of defendants (as well as a breach of a Settlement Agreement between Plaintiff Gerald E. Heller and Defendant Tomica Woods-Wright and Comptown Records, Inc. and Does 1-20), regarding certain scenes, words, statements, images, implications and innuendo within a theatrical Motion Picture entitled, "Straight Outta Compton" (the "Film"), that all Defendants noted in the caption above and Does 20-50 had a hand in creating, writing, directing, producing, editing, and/or distributing globally to the detriment of Plaintiff Gerald E. Heller.
2. All of the above transactions and activities took place in the County of Los Angeles within the jurisdiction of this Court. All individual Defendants reside in the County of Los Angeles, within the jurisdiction of this Court. Defendants NBCUniversal, Inc., a subsidiary of Comcast Corporation and Defendant Legendary Pictures have their principal places of business in the County of Los Angeles, within the jurisdiction of this Court.
3. Jurisdiction and venue are proper in this Court after Defendants removed this action to this Court.

**PARTIES**

4. Plaintiff GERALD E. HELLER, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California.
5. Defendant NBCUNIVERSAL, INC., a subsidiary of COMCAST CORPORATION, a Corporation, does business and has its principal place of business in the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in its role in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant NBCUNIVERSAL, INC. took a responsible part in the publication (*i.e.*, communication to a third party who understands it defamatory meaning and application to

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Plaintiff) of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

6. Defendant LEGENDARY PICTURES, a corporation, does business and has its principal place of business in the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in its role in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant LEGENDARY PICTURES took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
7. Defendant XENON PICTURES, INC./XENON ENTERTAINMENT GROUP, a corporation, does business and has its principal place of business in the County of Los Angeles, State of California.
8. F. GARY GRAY, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant F. GARY GRAY took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
9. Defendant O'SHEA JACKSON SR., p.k.a. "ICE CUBE," an individual, as to the events outlined in this COMPLAINT, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant O'SHEA JACKSON SR., p.k.a. "ICE CUBE," took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
10. Defendant ANDRE YOUNG, p.k.a. "DR. DRE," an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film,

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Defendant ANDRE YOUNG, p.k.a. “DR. DRE,” took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

11. Defendant THE ESTATE OF ERIC WRIGHT, p.k.a. “EAZY E,” is resident in the County of Los Angeles, State of California.
12. Defendant TOMICA WOODS-WRIGHT, an individual and as the personal representative of the Defendant ESTATE OF ERIC WRIGHT, as the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in her role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant TOMICA WOODS-WRIGHT took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
13. Defendant COMPTOWN RECORDS, INC., a corporation, does business and has its principal place of business in the County of Los Angeles, State of California.
14. Defendant MATT ALVAREZ, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant MATT ALVAREZ took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
15. Defendant SCOTT BERNSTEIN, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant SCOTT BERNSTEIN took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.
16. Defendant JONATHAN HERMAN, an individual, as to the events outlined in this

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Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant JONATHAN HERMAN took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

**17.** Defendant ANDREA BERLOFF, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in her role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant ANDREA BERLOFF took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

**18.** Defendant S. LEIGH SAVIDGE, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant S. LEIGH SAVIDGE took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

**19.** Defendant ALAN WENKUS, an individual, as to the events outlined in this Complaint, is and was a resident of the County of Los Angeles, State of California. Plaintiff is informed and believes, and thereon alleges, that in his role as a credited producer in creating, writing, directing, producing, editing, and/or distributing the Film, Defendant ALAN WENKUS took a responsible part in the publication of and/or caused to be published the defamatory material identified in substance in paragraph 36, below.

**20.** Plaintiff GERALD E. HELLER is not aware of the true names and capacities of the Defendants sued herein as Does 1-100 inclusive and therefore sue these Defendants by their fictitious names. Plaintiff will seek leave of Court to amend the Complaint to reflect

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the true names and capacities of said Does 1-100, inclusive when these have been ascertained. Plaintiff is informed and believes that said fictitiously named Defendants, and each of them, were responsible in some manner for the harm sustained by Plaintiff as set forth herein.

21. Plaintiff GERALD E.HELLER alleges that each Defendant was the agent, principal and/or employee of each other in the acts, conduct and omissions alleged herein and therefore incurred liability to Plaintiff GERALD E. HELLER for all such acts and/or omissions. Plaintiff further alleges that all such Defendants were acting within the course and scope of their employment and/or said agency.

**FACTS COMMON TO ALL COUNTS**

22. Plaintiff is a highly successful and respected business professional in the music industry, since the late 1960's and 1970's, functioning as both a creative and business executive.

23. Through a set of circumstances, in 1986-87, Plaintiff met Defendants Eric Wright (p.k.a. "Eazy E"), Andre Young (p.k.a."Dr. Dre"), and O'Shea Jackson(p.k.a."Ice Cube"). Subsequently, in early 1987, Defendant Eazy E formed an independent Record Company called RUTHLESS RECORDS ("Ruthless"). Under his Management Contract with Ruthless, Plaintiff was entitled to a 20% interest in Ruthless.

24. Ruthless entered into an exclusive Recording Contract with Defendants Eazy E, Dr. Dre, Ice Cube, and others and formed a group called N.W.A. Additionally, Ruthless arranged for Plaintiff to provide management services to the members of N.W.A., except Ice Cube, for a standard 20% commission rate. Under his Management Contract with Ruthless, Plaintiff successfully managed N.W.A., (apart from Ice Cube)for several years,

25. Ruthless also entered into a series of exclusive music publishing contracts with Defendants Eazy E, Dr. Dre and Ice-Cube, entitling Ruthless to a percentage of gross music publishing revenues generated by music compositions written in whole or in part by these three artists. Those publishing designees of Ruthless were and are "RUTHLESS ATTACK MUZICK" and "DOLLARZ N SENSE MUSICK."

26. Under Plaintiff's management, N.W.A. became hugely successful. Plaintiff is informed and

1 believes, and thereon alleges, that N.W.A. continues to generate many-millions of dollars in  
2 revenue from multiple revenue streams on a global basis.

3 **The Screenplay and The Book**

4 **27.** In or around May 21, 2001, Plaintiff entered into an oral contract for the services of  
5 Defendants, S. Leigh Savidge and Alan Wenkus of Xenon Pictures, Inc./Xenon  
6 Entertainment Group ("Xenon") to collaborate with Plaintiff to write an original  
7 screenplay relating the story of Ruthless and N.W.A. In furtherance of this agreement,  
8 Defendants Savidge and Wenkus worked with and met with Plaintiff and prepared at least  
9 four draft screenplays, including November 14, 2002 and August 16, 2008 screenplays  
10 entitled, "Straight Outta Compton."

11 **28.** At all times, under his agreement with Defendants Savidge/Wenkus/Xenon, the  
12 screenplays were Plaintiff's property, and in exchange for their services, Defendants  
13 Savidge/Wenkus/Xenon were to receive equal credit and equal compensation that Plaintiff  
14 would receive as a writer and producer of any film based upon the screenplay that Plaintiff  
15 commissioned them to write.

16 **29.** In or around 2005, Plaintiff also began to write a book relating the story of Ruthless and  
17 N.W.A. that contained similar substantive content as the screenplays that Defendants  
18 Savidge and Wenkus were drafting with Plaintiff.

19 **30.** In 2006, Simon and Schuster published the book written by Plaintiff and his co-author, Gil  
20 Reavill, entitled "RUTHLESS. A MEMOIR.;"copyright © by Jerry Heller."(See Exhibit  
21 A attached)

22 **The Film: "Straight Outta Compton"**

23 **31.** On August 11, 2015, in Los Angeles, California, a theatrical motion picture entitled  
24 "STRAIGHT OUTTA COMPTON" (the "Film") premiered and, subsequently, on  
25 August 14, 2015, the Film was released throughout the United States; the Film was  
26 released throughout Germany on August 27, 2015; the Film was released throughout  
27 the United Kingdom on August 28, 2015, the Film was released throughout South Korea  
28 on September 10, 2015; and the Film was released throughout Brazil on October 4, 2015.

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32. Plaintiff is informed and believes, and thereon alleges, that the Film is based on the August 16, 2008 screenplay drafted by Defendants Savidge and Wenkus, which is based on the Book "Ruthless," and that Defendants Savidge/Wenkus/Xenon sold the screenplay, behind Plaintiff's back and without Plaintiff's authority or consent, to New Line Cinemas (who in turn sold the screenplay to Defendant NBCUniversal, Inc.).

33. In the Film, the character "Jerry Heller" (*i.e.*, Plaintiff) is played by actor Paul Giamatti. Plaintiff did not authorize anyone to use his name and likeness or otherwise consent to this portrayal in the Film. Plaintiff never approved to this portrayal. Defendants did not even bother to give the character a fictional name, like "Gary Beller," for example. It is beyond dispute that the entire audience of the Film would reasonably understand that the character in the Film is a portrayal of, in actual fact, Plaintiff, himself.

34. At no time was Plaintiff compensated by any Defendant in any way for his rights, his name and likeness that were utilized in the Film without his consent, nor has Plaintiff received any benefits of the Film. In fact, no individual associated with the Film, including any of the Defendants, ever bothered to contact Plaintiff before the Film was produced.

35. The Film is littered with false statements that harm the reputation of Plaintiff and aim to ridicule and lower him in the opinion of the community and to deter third persons from associating or dealing with him.

36. The following points identify the substance of the alleged false and defamatory statements in the Film about and/or of and concerning Plaintiff, that have caused Plaintiff to incur damages:

- Heller is the "bad-guy" in the movie who is solely responsible for the demise of N.W.A.;
- Heller is a sleazy manager who took advantage of Defendants Eazy E, Dr. Dre and Ice Cube, effectively, by stealing their money;
- Heller steered Dr. Dre and Ice Cube away from hiring an attorney to review any contracts so they could never get paid;
- Heller intentionally withheld a \$75,000 check from Ice Cube that rightfully belonged to



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Ice Cube;

- Heller induced Dr. Dre to sign an unfavorable contract;
- Heller made sure he was paid more than his fair share to the detriment of the other members of N.W.A.;
- Heller did not pay numerous bills and expenses of N.W.A., rather, he paid himself first;
- Heller abandoned Dr. Dre and the D.O.C. after his car accident, but Suge Knight stepped in to take care of them.
- Heller intentionally kept the members of N.W.A. in the dark regarding finances;
- Heller was enjoying "lobster brunches" while the contracts of Defendants Dr. Dre and Ice Cube were "still being finalized" and relegated to eating "Fatburger";
- Dr. Dre accuses Heller of stealing money and says that Ice Cube was right about him;
- Ice Cube states in an interview at his home that the Jewish Defense League should not condone Heller's behavior in trying to get him to sign a contract without his attorney's review;
- Tomika Woods-Wright tells Eazy-E that Heller took advantage of Heller and left him with 2-3 years of unpaid bills;
- Eazy E fires Heller in Heller's kitchen after accusing him of illegal activity, and Heller says in his defense that Eazy-E screwed things up and that Heller took actions to cover his own (rear end).

37. In addition, these defamatory statements in the Film are published by Defendant TomikaWoods-Wright (Eazy E's widow and a credited producer of the Film) and also constitute a clear breach of the non-disparagement clause under the 1999 Settlement Agreement and Releases between Plaintiff and Defendants Woods-Wright and Comptown Records, Inc.

38. Moreover, a significant amount of the Film's content that is factually accurate is blatantly lifted, converted and stolen from Plaintiff's copyright protected and published book and/or from the screenplays that Plaintiff owns.

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39. The following points identify the substance of the scenes in the Film allegedly lifted from Plaintiff's Book and/or from his screenplays:

- The scene where Eazy E bails Dr. Dre out of jail and they discuss forming a group;
- The scene where Ice Cube writes the lyrics to "Boyz-N-The-Hood" in his journal on a school bus;
- The scene where Eazy E first takes over lead vocals on "Boyz-N-The-Hood" at the Audio Achievements studio in Torrance;
- The scene where Plaintiff and Eazy-E have a meeting with Brian Turner of Priority Records;
- The scene where Plaintiff brings Brian Turner and others to a roller rink to watch N.W.A. perform live;
- The scene at the Torrance recording studio where the police are forcibly detaining the members of N.W.A. in Plaintiff's presence;
- The scene where Plaintiff reads the members of NWA a letter from the FBI about inciting police violence;
- The scene at Joe Louis Arena in Detroit where N.W.A. played "F-Da-Police" and were detained by the Detroit police;
- The scene at the Wet & Wild Party at Eazy-E's house;
- The scene where Marion "Suge" Knight uses physical force to compel Eazy E to sign away the exclusive contractual rights concerning Dr. Dre owned by Ruthless;

40. The insidiousness of Defendants' behavior is underscored by the fact that the Film may well become the largest globally grossing music-story based film ever. The larger the success of the film, the greater the damages to Plaintiff, who has been and continues to be defamed, ridiculed, and robbed of his personal and financial rights to the extent that the intentional and egregious behavior of Defendants demands the imposing of punitive damages, as alleged below.

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**FIRST CAUSE OF ACTION**

**[Defamation (Libel& Slander)]**

**(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young, Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus, and Does 1 - 25)**

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41.Plaintiff re-alleges herein by this reference each and every allegation contained in paragraphs 1 through 40, inclusive, as though fully set forth herein.

42. Plaintiff is informed and believes, and thereon alleges, that as credited producers of the Film, Defendants NBCUNIVERSAL, INC., LEGENDARY PICTURES, GRAY, JACKSON, Sr., YOUNG, WOODS-WRIGHT, HERMAN, BERLOFF, ALVAREZ, BERNSTEIN, SAVIDGE, and WENKUS, and each of them, are each responsible for the publication of the false, unprivileged statements in the Film, identified in substance in paragraph 36, above, that foreseeably caused Plaintiff’s injuries because they each knew the identified statements were false, yet they decided to actively participate in the publication of the identified statements anyway, knowing that the publication of the identified statements would damage Plaintiff.

43.Plaintiff first became aware in or about August 2015 of Defendants’ malicious publishing of false, defamatory, and disparaging statements about Plaintiff in the Film. These statements, authored and published by Defendants, are easily accessible to the general public, including Plaintiff’s potential and actual business partners, connections, acquaintances, venturers, and contacts, with whom Plaintiff transacts business or plans to transact business.

44.Through the Film, Defendants have actively, recklessly, maliciously, and aggressively distributed false and defamatory information about Plaintiff to millions of individuals, including persons in the State of California, and around the world. The object is to destroy Plaintiff’s exemplary professional reputation, to make him the object of ridicule, hatred, and personal attack, and to negatively influence other persons and entities and dissuade them from doing business with Plaintiff in the future, based on the defamatory information

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in the Film.

45. Given the uncontroverted international distribution and success of the Film, it is clear that Defendants' false and defamatory statements about Plaintiff are tremendously detrimental, and can easily cause, and have caused, serious damages to the excellent professional reputation which Plaintiff has worked tirelessly to establish.

46. At various times, in various combinations, Defendants, and each of them, conspired with each other to engage in the acts, as alleged in this Complaint.

47. Plaintiff's ability to pursue his professional endeavors depends heavily on his reputation for competence, high integrity, credibility, and honesty.

48. All of the defamatory statements in the Film, including those listed in paragraph 36, above, are false, in their entirety, as they pertain to Plaintiff. All of said are slanderous because the audiences who watched the film heard the statements described in paragraph 36 above and understood that Defendants were portraying Plaintiff as a sleazy, greedy, selfish, personal manager that took advantage of the members of N.W.A. and caused the demise of N.W.A.

49. All of the statements alleged in paragraph 36, above, are also libelous because they expose Plaintiff to hatred, contempt, ridicule, and obloquy in that they insinuate that Plaintiff is a sleazy, greedy, selfish personal manager that took advantage of the members of N.W.A. and caused the demise of N.W.A.

50. The large number of factual errors, incorrect speculations, innuendo, and out-and-out false statements contained in the statements alleged in paragraph 36, above, indicate that Defendants utterly failed to investigate the facts prior to publishing these statements in the Film, and shows a reckless disregard or lack of concern for the truth of said statements.

51. The above-alleged defamatory statements in the Film were seen, or could be seen, potentially, by millions of people who reside in California, and elsewhere. Defendants made these defamatory statements intending to cause Plaintiff's business interests to suffer financial harm and have, in fact, caused such harm. Defendants made such statements intentionally, knowing and/or having reason to know that the public and potential and

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actual clients and business partners, venturers, and associates of Plaintiff would rely on these defamatory statements and cease doing further business with Plaintiff as a result.

52. The above-alleged defamation was committed with express malice, hatred or ill-will, done recklessly, and made to advance Defendants’ own selfish and pecuniary interests. Defendants, and each of them, published the above-alleged defamatory statements either with knowledge that they were false and defamatory of Plaintiff, or with reckless disregard for their truth or falsity and the defamatory nature of the statements and the attendant harm caused.

53. As a proximate result of the above-described publications, Plaintiff has suffered loss of and damage to his exemplary professional reputation, and creditworthiness, all to his general damage in an amount to be determined according to proof at trial, but in an amount well in excess of this Court’s general jurisdiction.

54. The above-described defamatory statements were published by Defendants, and each of them, with malice, oppression and fraud, and because of their feelings of hatred and ill-will toward Plaintiff, and with willful and conscious disregard for Plaintiff’s right to conduct his business, thereby justifying an award of punitive damages against Defendants, and each of them.

**SECOND CAUSE OF ACTION**

**(Trade Libel)**

**(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young, Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus, and Does 1 - 35)**

55. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 54, inclusive, as though fully set forth herein.

56. The above-alleged statements in paragraph 36 are false and, therefore, constitute trade libel and trade disparagement of Plaintiff’s business.

57. Plaintiff is informed and believes, and thereon alleges, that as credited producers of the Film, Defendants NBCUNIVERSAL, INC., LEGENDARY PICTURES, GRAY, JACKSON, Sr., YOUNG, WOODS-WRIGHT, HERMAN, BERLOFF, ALVAREZ,

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BERNSTEIN, SAVIDGE, and WENKUS, and each of them, are each responsible for the publication of the false, unprivileged, statements in the Film, identified in substance in paragraph 36, above, that foreseeably caused Plaintiff's injuries because they each knew the identified statements were false, yet they decided to actively participate in the publication of the identified statements anyway, knowing that the publication of the identified statements would damage Plaintiff.

- 58.** Plaintiff is a highly successful and respected business professional in the music industry, since the late 1960's and 1970's, functioning as both a creative and business executive.
- 59.** Defendants recklessly, willfully and maliciously made numerous false statements as above-alleged, to countless third parties about the supposed impropriety and lawlessness with which Plaintiff operates his business.
- 60.** In fact, Defendants' above-alleged published statements listed in paragraph 36 are false.
- 61.** The above-alleged statements significantly disparaged Plaintiff's business, and Defendants made the above-alleged statements intending to cause Plaintiff and his business to suffer substantial financial harm and have, in fact, caused such harm.
- 62.** Plaintiff is informed and believes, and thereon alleges, that Defendants knew that the above-alleged statements were false, deceptive, and misleading when they were made. Such false statements were intended by Defendants, and each of them, to mislead, and, in fact, did mislead, the public, as well as Defendants made such statements intentionally, knowing and/or having reason to know that the public and potential and actual clients, business partners, venturers, and associates would rely on these defamatory statements and cease doing further business with Plaintiff as a result.
- 63.** As a direct and proximate result of the above-alleged statements, Plaintiff has suffered and will continue to suffer substantial monetary and other damages, including but not limited to, the expense of measures reasonably necessary to counteract the false statements, in an amount according to proof at trial.
- 64.** Plaintiff is informed and believes, and thereon alleges, that the above-alleged defamation was committed with express malice, hatred or ill-will and made to advance Defendants'

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own selfish and pecuniary interests. Defendants, and each of them, knew their statements were false when they were made and/or made such statements in reckless disregard of their truth or falsity. Defendants knew that the above-alleged statements could and would cause Plaintiff severe harm and intended that they cause Plaintiff such harm.

65. Plaintiff is informed and believes, and thereon alleges, that in committing the despicable acts set forth above, Defendants, and each of them, acted with malice, ill-will and with the intent and design of damaging, oppressing and destroying Plaintiff's business enterprises with reckless disregard of his rights, all on account of which Plaintiff is entitled to an award of punitive damages against Defendants and each of them.

**THIRD CAUSE OF ACTION**

**(False Light)**

**(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young, Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus, and Does 1-45)**

66. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 65, inclusive, as though fully set forth herein

67. Plaintiff is informed and believes, and thereon alleges, that as credited producers of the Film, Defendants NBCUNIVERSAL, INC., LEGENDARY PICTURES, GRAY, JACKSON, Sr., YOUNG, WOODS-WRIGHT, HERMAN, BERLOFF, ALVAREZ, BERNSTEIN, SAVIDGE, and WENKUS, and each of them, are each responsible for the publication of the false, unprivileged, statements in the Film, identified in substance in paragraph 36, above, that foreseeably caused Plaintiff's injuries because they each knew the identified statements were false, yet they decided to actively participate in the publication of the identified statements anyway, knowing that the publication of the identified statements would damage Plaintiff.

68. By attributing the statements alleged above to Plaintiff, Defendants placed Plaintiff in a false light before the public, which would be highly offensive to any reasonable person.

69. Plaintiff is informed and believes, and thereon alleges, that Defendants knew of the falsity of the statements or acted in reckless disregard as to the truth or falsity of the statements

1 and the false light in which Plaintiff would be placed by publication of the statements.

2 70. Defendants gave publicity to the statements by publishing the statements in the Film,  
3 which makes those statements accessible worldwide to potentially millions of individuals.

4 71. Plaintiff is informed and believes, and thereon alleges, that Defendants intended to depict  
5 Plaintiffs in a false, fictionalized and sensationalized light in order to benefit themselves  
6 through promoting the idea that Plaintiff was a sleazy, greedy, selfish personal manager  
7 that took advantage of the members of N.W.A. and caused the demise of N.W.A. The  
8 statements, as set out above, falsely portray Plaintiff as corrupt, deceitful, crooked, and  
9 fraudulent.

10 72. As a result of the publication of the above-alleged statements, Plaintiff has suffered injury  
11 to his exemplary professional reputation and has been threatened with disruption of his  
12 business activities and opportunities, resulting in a substantial loss of income and loss of  
13 the value of his business. Although the full nature, extent, and amount of these damages  
14 are currently unknown, this Complaint will be amended at or before trial to insert such  
15 information, if such an amendment is deemed necessary by the Court.

16 73. In addition, Defendants' above-alleged conduct was done with a conscious disregard of  
17 the rights of Plaintiff, and was done with the intent to injure Plaintiff's exemplary  
18 professional reputation. Defendants' acts constitute oppression, fraud, and/or malice,  
19 entitling Plaintiff to an award of punitive damages in an amount appropriate to punish  
20 or set an example of the Defendants, to be determined at trial.

21 **FOURTH CAUSE OF ACTION**

22 **(Misappropriation of Likeness)**

23 **(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young,**  
24 **Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus, and Does 1-55)**

25 74. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through  
26 73, inclusive, as though fully set forth herein.

27 75. Without Plaintiff's consent, Defendants used Plaintiff's exact identity in the Film. In the  
28 Film, "Jerry Heller" is played by actor Paul Giamatti. Plaintiff never approved to this



1 portrayal. Defendants did not even bother to give the character a fictional name, like  
2 "Gary Beller," for example. It is beyond dispute that the entire audience of the Film would  
3 reasonably understand that the character in the Film is a portrayal of, in actual fact,  
4 Plaintiff, himself.

5 **76.** Instead, Defendants blatantly used Plaintiff's likeness in the Film for their advantage,  
6 commercial or otherwise.

7 **77.** Defendants misappropriated Plaintiff's likeness with actual malice.

8 **78.** Plaintiff is informed and believes, and thereon alleges, that the misappropriation of  
9 Plaintiff's likeness in the Film has generated and continues to generate significant  
10 economic value such that Plaintiff's appearance must be protected.

11 **79.** Defendants' conduct is a substantial factor in bringing about the invasion of Plaintiff's  
12 rights, including without limitation, his privacy rights.

13 **80.** Plaintiff suffered the invasion of his rights, including without limitation, his privacy rights,  
14 entitling him to legal damages, according to proof at trial.

15 **FIFTH CAUSE OF ACTION**

16 **(Intentional Interference with Prospective Economic Advantage)**

17 **(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young,**  
18 **Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus and Does 1 - 65)**

19 **81.** Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through  
20 80, inclusive, as though fully set forth herein.

21 **82.** Plaintiff has an economic relationship with his clients, which has the probability for future  
22 economic benefit to Plaintiff. After the release of the Film on or around August 2015,  
23 Plaintiff is informed and believes, and thereon alleges, that nobody will hire him as a  
24 consultant and/or as a manager. In 2013, Plaintiff's income from such services neared  
25 \$1,000,000. Since the release of the Film, he has no income from such services.

26 **83.** Plaintiff is informed and believes, and thereon alleges, that Defendants knew of these  
27 economic relationships, and intentionally engaged in wrongful and deceptive acts with the  
28 design to interfere with or disrupt the prospective economic advantage that would inure to

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Plaintiff's benefit as a result of these economic relationships.

84. Plaintiff is informed and believes, and thereon alleges, that Defendants' actions have actually disrupted or interfered with these relationships and made the performance of those relationships more burdensome and expensive for Plaintiff.

85. Plaintiff is informed and believes, and thereon alleges, that as a direct and proximate result of Defendants' conduct and the disruption of the economic relationship between Plaintiff and its customers, Plaintiff has suffered significant legal damages, in amount that is presently unknown, but which will be proven at trial.

86. Plaintiff is informed and believes, and thereon alleges, that Defendants' wrongful actions were willful, malicious, oppressive and in conscious disregard of Plaintiff's rights, and that Plaintiff is therefore entitled to an award of exemplary damages to punish Defendants for their wrongful conduct.

**SIXTH CAUSE OF ACTION**

**(Negligent Interference with Prospective Economic Advantage)**

**(Against Defendants NBCUniversal, Inc., Legendary Pictures, Gray, Jackson, Sr., Young, Woods-Wright, Herman, Berloff, Alvarez, Bernstein, Savidge, Wenkus and Does 1 - 75)**

87. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 86, inclusive, as though fully set forth herein.

88. Plaintiff has an economic relationship with his clients, which has the probability for future economic benefit to Plaintiff. After the release of the Film on or around August 2015, Plaintiff is informed and believes, and thereon alleges, that nobody will hire him as a consultant and/or as a manager. In 2013, Plaintiff's income from such services neared \$1,000,000. Since the release of the Film, he has no income from such services.

89. Plaintiff is informed and believes, and thereon alleges, that Defendants knew, or should have known, of these economic relationships, and they did not act with reasonable care with regard to Defendants' wrongful and deceptive acts designed to interfere with or disrupt the prospective economic advantage that would inure to Plaintiff's benefit as a result of these economic relationships.

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90.Plaintiff is informed and believes, and thereon alleges, that Defendants’ actions have actually disrupted or interfered with these relationships and made the performance of those relationships more burdensome and expensive for Plaintiff.

91. Plaintiff is informed and believes, and thereon alleges, that Defendants’ wrongful conduct was a substantial factor in causing harm to Plaintiff. Defendants’ conduct resulted in the disruption of the economic relationship between Plaintiff and his clients, Plaintiff has suffered damage to its business, and its good will, in amount that is presently unknown, but which will be proven at trial.

**SEVENTH CAUSE OF ACTION**

**(Breach of Contract-Settlement Agreement)**

**(Against Defendants Tomika Woods-Wright, Comptown Records, Inc. and Does 1- 85)**

92.Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 91, inclusive, as though fully set forth herein.

93.On or around December 17, 1999, Plaintiff, on the one hand, and Defendants Tomika Woods-Wright and Comptown Records, Inc., on the other hand, executed a written Settlement Agreement and General Releases, resolving the actions between them that were consolidated as Los Angeles Superior Court Case No. BC172414. A true and correct copy of the executed Settlement Agreement is attached hereto as **Exhibit A**.

94.Under Paragraph 21 of the Settlement Agreement (Non Disparagement and Non-Interference), Plaintiff and Defendant Woods-Wright and Comptown Records, Inc. agreed that they "shall not make any statements, directly or indirectly in writing, orally, or in any other form, which disparage in any way the other."

95.Plaintiff performed all, or substantially all, of the significant things that the contract required him to perform.

96. As alleged above in paragraph 36, the tortious statements attributable to Defendant Woods-Wright and Comptown Records, Inc. in the Film constitute a clear breach of the Settlement Agreement.

97.The breach of contract by Defendants Woods-Wright and Comptown Records, Inc. caused

1 Heller to suffer significant legal damages, in an amount to be proven at the time of trial.

2 **EIGHTH CAUSE OF ACTION**

3 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

4 **(Against Defendant Tomika Woods-Wright, Comptown Records, Inc. and Does 1- 85)**

5 **98.**Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through  
6 97, inclusive, as though fully set forth herein.

7 **99.**In every contract or agreement there is an implied promise of good faith and fair dealing.  
8 This means that each party will not do anything to unfairly interfere with the right of any  
9 other party to receive the benefits of the contract.

10 **100.**On or around December 17, 1999, Plaintiff, on the one hand, and Defendants Tomika  
11 Woods-Wright and Comptown Records, Inc., on the other hand, executed a written  
12 Settlement Agreement and General Releases, resolving the actions between them that were  
13 consolidated as Los Angeles Superior Court Case No. BC172414.

14 **101.**Plaintiff performed all, or substantially all, of the significant things that the contract  
15 required him to perform.

16 **102.**Defendant Woods-Wright and Comptown Records, Inc. unfairly interfered with  
17 Plaintiff's right to receive the benefits of the contract.

18 **103.**Plaintiff was harmed by defendants' conduct. This breach by Defendant Woods-Wright  
19 and Comptown Records, Inc. caused Plaintiff to suffer significant legal damages, in an  
20 amount to be proven at the time of trial.

21 **NINTH CAUSE OF ACTION**

22 **(Breach of Oral Contract)**

23 **(Against Defendants Savidge, Wenkus, and Xenon and Does 1 - 90)**

24 **104.**Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through  
25 103, inclusive, as though fully set forth herein.

26 **105.**In or around May 21, 2001, Plaintiff entered into an oral contract for the services of  
27 Defendants S. Leigh Savidge and Alan Wenkus of Defendant Xenon Pictures, Inc./Xenon  
28 Entertainment Group ("Xenon") to collaborate with Plaintiff to write an original

1 screenplay relating the story of Ruthless and N.W.A. In furtherance of this agreement,  
2 Defendants Savidge and Wenkus worked with and met with Plaintiff and prepared at least  
3 four draft screenplays, including November 14, 2002 and August 16, 2008 screenplays  
4 entitled, "Straight Outta Compton."

5 **106.**At all times, under his agreement with Defendants Savidge/Wenkus/Xenon, the  
6 screenplays were Plaintiff's property, and in exchange for their services, Defendants  
7 Savidge/Wenkus/Xenon were to receive equal credit and equal compensation that Plaintiff  
8 would receive as a writer and producer of any film based upon the screenplay that Plaintiff  
9 commissioned them to write.

10 **107.**The oral agreement between Plaintiff and Defendants Savidge/Wenkus/Xenon did not  
11 transfer ownership of the screenplays from these defendants to Plaintiff, rather, Plaintiff  
12 maintained his ownership in the screenplays at all times.

13 **108.**The oral agreement between Plaintiff and Defendants Savidge/Wenkus/Xenon was  
14 confirmed in writing by the parties, specifically, in a series of e-mail communications  
15 between the parties.

16 **109.**Plaintiff performed all, or substantially all, of the significant things that the contract  
17 required him to perform.

18 **110.**Plaintiff is informed and believes, and thereon alleges, that the Film is based on the  
19 screenplay drafted by Defendants Savidge and Wenkus, and that Defendants  
20 Savidge/Wenkus/Xenon sold the screenplay, behind Plaintiff's back and without Plaintiff's  
21 authority or consent, to New Line Cinemas (who in turn sold the screenplay to Defendant  
22 NBC Universal).

23 **111.**The breach of contract by Defendants Savidge, Wenkus, and Xenon have caused Plaintiff  
24 to suffer significant legal damages, in an amount to be proven at the time of trial.

25 **TENTH CAUSE OF ACTION**

26 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

27 **(Against Defendants Savidge, Wenkus, and Xenon and Does 1 - 90)**

28 **112.**Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through

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111, inclusive, as though fully set forth herein.

**113.**In every contract or agreement there is an implied promise of good faith and fair dealing.

This means that each party will not do anything to unfairly interfere with the right of any other party to receive the benefits of the contract.

**114.**In or around May 21, 2001, Plaintiff entered into an oral contract for the services of Defendants S. Leigh Savidge and Alan Wenkus of Xenon Pictures, Inc./Xenon Entertainment Group ("Xenon") to collaborate with Plaintiff to write an original screenplay relating the story of Ruthless and N.W.A. In furtherance of this agreement, Defendants Savidge and Wenkus worked with and met with Plaintiff and prepared at least four draft screenplays, including November 14, 2002 and August 16, 2008 screenplays entitled, "Straight Outta Compton".

**115.**Plaintiff performed all, or substantially all, of the significant things that the contract required him to perform.

**116.**Defendants Savidge, Wenkus, and Xenon have unfairly interfered with Plaintiff's right to receive the benefits of the contract.

**117.**The breach of contract by Defendants Savidge, Wenkus, and Xenon have caused Plaintiff to suffer significant legal damages, in an amount to be proven at the time of trial.

**ELEVENTH CAUSE OF ACTION**

**(Copyright Infringement)**

**(Against All Defendants (Except Comptown Records) and Does 1 - 90)**

**118.**Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 117, inclusive, as though fully set forth herein.

**119.**Plaintiff is the owner of a valid copyright. Specifically, Plaintiff is the original author of the Book; Plaintiff's Book is copyrightable; and Plaintiff complied with the applicable statutory formalities to secure his copyright.

**120.**Plaintiff secured a valid copyright registration certificate from the Copyright Office.

**121.**Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, willfully, impermissibly, and unlawfully copied the total concept and feel of the Book and

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the constituent elements of the Book that are original, including themes dialogues, characters, relationships, plots, and scenes in the Film that are blatantly lifted directly from the Book.

**122.**Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, in creating, writing, directing, producing, editing, and/or distributing the Film, took a responsible part in violating one or more of the exclusive rights granted to Plaintiff as a copyright owner. Specifically, Plaintiff is informed and believes, and thereon alleges, that the Film is based on the August 16, 2008 screenplay drafted by Defendants Savidge and Wenkus, which is based on the Book “Ruthless” and that Defendants Savidge/Wenkus/Xenon sold the screenplay, behind Plaintiff’s back and without Plaintiff’s authority or consent, to New Line Cinemas, who in turn sold the screenplay to Defendant NBCUniversal, Inc., who produced the movie with the other named defendants.

**123.**Plaintiff is entitled to recover the actual damages he suffered as a result of the infringement by Defendants and any profits of the Defendant infringers that are attributable to the infringement and are not taken into account in computing the actual damages, according to proof at trial.

**124.**Alternatively, Plaintiff is entitled to statutory damages. In a case where the copyright owner sustains the burden of proving, and the court finds, that infringement was committed willfully, the court in its discretion may increase the award of statutory damages to a sum of not more than \$150,000.

**PLAINTIFF DEMANDS TRIAL BY JURY**

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For monetary damages, in an amount to be proven at trial, believed to be not less than \$35,000,000.00;
2. For prejudgment interest at the maximum legal rate;

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3. For punitive and exemplary damages, in an amount to be proven at trial believed to be not less than \$75,000,000.00;
4. For restitution of all gains, profits and advantages obtained by Defendants, and each of them, as a result of their wrongful and unlawful conduct, in an amount to be proven at trial;
5. For costs and expenses, including attorneys' fees; and
6. For such other and further relief as this Court deems proper.

Dated: January 20, 2016

**LAW OFFICES OF MICHAEL R. SHAPIRO, APC**

By: \_\_\_\_\_

Michael R. Shapiro  
Attorney for Plaintiff Gerald E. Heller