

# KISHNER | MILLER

ATTORNEYS AT LAW  
The Graybar Building at Grand Central Station  
420 Lexington Avenue, Suite 300  
New York, New York 10170  
Tel.: (212) 585-3425  
Fax: (888) 332-5658  
[www.KishnerLegal.coM](http://www.KishnerLegal.coM)

October 23, 2017

VIA NYSCEF and HAND DELIVERY

The Honorable Eileen Bransten  
Supreme Court of the State of New  
York, County of New York  
60 Centre Street, Room 521  
New York, NY 10007

Re: *Hurd, et al. v. AMC Film Holdings, LLC,*  
et al., Index No. 655380/2017

Dear Justice Bransten:

We represent Plaintiffs in this action. I write for all parties.

We are e-filing and delivering a hard copy of a Stipulation of Discontinuance Without Prejudice of this action executed on behalf of all parties. As set forth in the Stipulation, a related action is pending in a California state court, and the parties have agreed and consented that Plaintiffs' claims asserted in this action may be adjudicated in the California case. The Stipulation sets forth the terms and conditions of the without-prejudice dismissal here.

Accordingly, the parties, on consent, respectfully request that the Court "so order" this Stipulation.

Thank you for your consideration of this matter.

Respectfully submitted,



Scott M. Himes

Cc: All Counsel (via NYSCEF and email; 10/23/17; w/encl.)



*al. v. AMC Film Holdings, LLC, et al.*, Case No. BC672124, which is presently pending in Department 307 before Hon. Maren Nelson (the "CA Action");

WHEREAS, (a) the claims alleged in the CA Action arise out of disputes concerning the same television productions at issue in this Action; (b) Plaintiffs assert some but not all of their claims in this Action because certain claims are based on written contracts providing that the courts within the State of New York shall be the exclusive jurisdiction for litigating claims under those contracts; and (c) certain of the Plaintiffs assert other claims, and similarly-situated plaintiffs assert related claims, in the CA Action because they allege that no such exclusive New York jurisdiction provision exists in other relevant written contracts;

WHEREAS, the parties agree that the interests of judicial economy will be served by adjudicating the claims asserted in this Action and in the CA Action in one forum; and

WHEREAS, no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by and between the undersigned attorneys for all Plaintiffs and all Defendants, that:

1. The above-entitled action be, and the same hereby is, discontinued without prejudice, and without costs to any party, *expressly subject to each of the below-listed terms, conditions, obligations and requirements.*

2. The Complaint filed in the CA Action may and shall be amended to (a) include Plaintiffs Charles Eglee and United Bongo Drum, Inc., who are not presently

plaintiffs in the CA Action, as plaintiffs in the CA Action; and (b) allege all of the factual matters and claims asserted by all of the Plaintiffs in this Action in the CA Action.

3. Each of the Defendants herein (a) consents to personal jurisdiction and venue in the CA Action for the adjudication in the CA Action of all claims alleged in this Action; and (b) waives any objection or defense, whether based in contract, statute, common law or otherwise, to such jurisdiction and venue in the CA Action for the adjudication in the CA Action of all claims alleged in this Action; and (c) waives any objection or defense, whether based in contract, statute, common law or otherwise, that the CA Action is not an appropriate or convenient forum for the adjudication of all claims asserted in this Action and asserted or to be asserted in the CA Action. For the avoidance of doubt, nothing herein shall be construed so as to waive any objection or defense, whether based in contract, statute, common law or otherwise, with respect to misjoinder of plaintiffs or severance of plaintiffs or claims in the CA Action.

4. Defendants shall not assert, and hereby waive, any statute of limitations or similar time-bar defense due to the passage of time from August 14, 2017 to the date the amended Complaint in the CA Action is filed; and for the avoidance of doubt, this means that the period from August 14, 2017 to the date the amended Complaint in the CA Case is deemed filed shall be tolled and excluded from any calculation of time concerning any applicable statute of limitations or time bar (whether by statute, common law or contract) or any claim of laches with regard to any of Plaintiffs' claims; *provided, however*, that this agreement shall not be construed as a waiver of any other time-based right or defense Defendants may have, including the assertion of any applicable statute of limitations

defense or time-bar defense, based on the expiration of time unrelated to the foregoing specified period.

5. Each of the Plaintiffs and Defendants in this Action has authorized her, his or its undersigned counsel to enter into this Stipulation and thereby bind such party to the agreements, terms and obligations of this Stipulation.

6. (a) The parties shall enter into an appropriate stipulation in the CA Action to effectuate the agreements and pertinent terms of this Stipulation; and (b) either Plaintiffs or Defendants may file this Stipulation with the Court, without further notice, only after the amended Complaint in the CA Action is filed.

7. The parties consent to the “so ordering” of this Stipulation by the Court.

8. If the Court “so orders” this Stipulation, Plaintiffs shall not bring any claims or causes of action related to *The Walking Dead*, *Fear the Walking Dead*, *The Talking Dead* or any other derivative program of them, in New York, and will only bring such claims or causes of action in California. In return, each of the Defendants waives any objection or defense, whether based in contract, statute, common law or otherwise, that the CA Action is not an appropriate or convenient forum for the adjudication of all such claims whether asserted in the CA Action or in a subsequent California action. . For the avoidance of doubt, nothing herein shall be construed so as to waive any objection or defense, whether based in contract, statute, common law or otherwise, with respect to misjoinder of plaintiffs or severance of plaintiffs or claims in the CA Action or a subsequent California action.

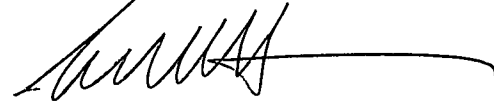
9. In the event that the Court declines to “so order” this Stipulation, the parties agree that Defendants’ time to answer, move or otherwise respond to the

Complaint shall be extended to thirty (30) calendar days from the date upon which the Court enters an order in response to this Stipulation.

Dated: New York, New York,  
October 23, 2017

KISHNER & MILLER

By:



Scott M. Himes

420 Lexington Avenue, Suite 300  
New York, New York 10170  
Telephone: (212) 585-3425  
Facsimile: (888) 332-5658  
shimes@kishnerlegal.com

*Attorneys for Plaintiffs Gale Anne Hurd, Valhalla Entertainment, Inc., David Alpert, Circle of Confusion Productions, LLC, New Circle of Confusion Productions, Inc., Charles Eglee and United Bongo Drum, Inc.*

-and-

Ronald J. Nessim  
Thomas V. Reichert  
Fanxi Wang  
BIRD, MARELLA, BOXER, WOLPERT, NESSIM,  
DROOKS, LINCENBERG & RHOW, P.C

*As Attorneys for Plaintiffs in the CA Action*

KASOWITZ BENSON TORRES LLP

By:



Henry G. Ciocca, III

1633 Broadway  
New York, New York 10019  
Telephone: (212) 506-1700  
Facsimile: (212) 506-1800

hciocca@kasowitz.com

*Attorneys for Defendants AMC Film Holdings, LLC, AMC Network Entertainment, LLC, AMC Networks Inc., Five Moons Productions I LLC and Stu Segall Productions, Inc.*

SO ORDERED:

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J.S.C.

Dated: \_\_\_\_\_, 2017

Deadline