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

14 KENO V. THOMAS,

15 Plaintiff,

16 v.

17 LIBERTY MEDIA CORP.; STARZ; STARZ,
18 LLC; STARZ ENTERTAINMENT, LLC;
19 MICHAEL THORNTON; CHRIS ALBRECHT;
20 and DOES 1 through 20, inclusive,

21 Defendants.

Case No.: **BC 5 9 9 4 3 6**

COMPLAINT FOR DAMAGES

1. Retaliation in Violation of Labor Code § 1102.5(b)
2. Retaliation in Violation of Labor Code § 1102.5(c)
3. Retaliation in Violation of California Government Code § 12940(h)
4. Retaliation in Violation of 42 U.S.C. § 1981.
5. Wrongful Termination in Violation of Public Policy
6. Failure to Prevent Retaliation, in Violation of Government Code § 12940 *et seq.*
7. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

CIT/CASE: BC599436
LEA/DEF#:
RECEIPT #: CCH517486029
DATE PAID: 10/29/15 02:40 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

1
COMPLAINT FOR DAMAGES

1 Plaintiff Keno V. Thomas brings this action against defendants Liberty Media Corp., Starz, Starz,
2 LLC, and Starz Entertainment, LLC (collectively, "Starz"), Michael Thornton, Chris Albrecht, and
3 DOES 1 through 20 for general, compensatory, statutory, and punitive damages; prejudgment interest,
4 costs and attorneys' fees; and other appropriate and just relief resulting from defendants' unlawful and
5 tortious conduct, and as grounds therefore alleges:

6 **PARTIES**

7 1. Plaintiff Keno V. Thomas ("Plaintiff" or "Mr. Thomas") is a resident of Los Angeles County,
8 California. Mr. Thomas is a fifty-seven year old African-American man.

9 2. Defendant Liberty Media, Corp. ("Liberty") is a corporation conducting business in the State
10 of Colorado and County of Arapahoe.

11 3. Defendant Starz is a corporation with offices in the State of California and County of Los
12 Angeles.

13 4. Defendant Starz, LLC is a corporation with offices in the State of California and County of
14 Los Angeles.

15 5. Defendant Starz Entertainment, LLC is a corporation with offices in the State of California
16 and County of Los Angeles.

17 6. Defendant Michael Thornton ("Mr. Thornton") is a resident of Los Angeles County,
18 California. Beginning on August 16, 2013, Mr. Thornton was named Starz' Chief Revenue Officer and
19 became Mr. Thomas' direct supervisor.

20 7. Defendant Chris Albrecht ("Mr. Albrecht") is a resident of Los Angeles County, California.
21 On January 1, 2010, Mr. Albrecht became Starz' President and Chief Executive Officer.

22 8. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1
23 through 20, inclusive, and therefore sues these defendants by such fictitious names and capacities. Plaintiff
24 will amend this complaint to allege their true identities when ascertained. Plaintiff is informed and believes
25 and on that basis alleges, that each fictitiously named defendant is responsible in some manner for the acts
26 and failures to act herein alleged, and that Plaintiff's injuries as herein alleged were legally caused by the
27 conduct of each such defendant.

28 9. Plaintiff is informed and believes and thereupon alleges that, at all times material herein, each

1 of the defendants was the agent or employee of, and/or working in concert with, his/her co-defendants and
2 was acting within the course and scope of such agency, employment and/or concerted activity. Plaintiff
3 alleges that to the extent certain acts and omissions were perpetrated by certain defendants, the remaining
4 defendant or defendants confirmed and ratified said acts and omissions.

5 10. Plaintiff is informed and believes and thereupon alleges, that at all times material herein each
6 defendant was dominated and controlled by his/her co-defendant and each was the alter-ego of the other.

7 11. Whenever and wherever reference is made in this complaint to any act or failure to act by a
8 defendant or defendants, such allegations and references shall also be deemed to mean the acts and failures
9 to act of each defendant acting individually, jointly and severally.

10 **FACTUAL ALLEGATIONS**

11 **A. The cable and satellite television companies have a well-documented history of**
12 **discrimination and entwinement among its executives.**

13 12. The cable and television industry's dearth of diversity is well-documented. The industry
14 suffers from a lack of diversity both in its programming and in its ranks of employees.

15 13. The cable and satellite television industry's recent push towards industry consolidation
16 through mergers and acquisitions have only further hampered opportunities for minorities and women.
17 There has been outspoken concern against this trend. Indeed, in August 2014, fifty-two lawmakers
18 including from members from the Congressional Black Caucus sent a letter to the FCC stressing that
19 consolidation of cable companies, "could further diminish economic opportunities for women and
20 minorities within an industry that has seen precipitous declines in diversity over the past several years."

21 Ex. A at 2.

22 14. Given the cable industry's push towards consolidation, there are fewer and fewer
23 executives who make the final decisions on major deals. In fact, Starz' Mr. Albrecht has admitted as
24 much: "There are ten guys in Hollywood, maybe 12, and five women . . . and we all know each other,
25 and we all eat in the same restaurants and we do a lot of things together This is one incestuous giant
26 mess" Ex. B.

27 **B. Starz is an exemplar of this trend of decreased diversity and increased entanglement.**

28 15. On January 11, 2013, Starz became an independent company that was spun-off from

1 Liberty Media Corporation. Analysts explained that the spin-off would permit Starz to more easily be
2 sold to another entertainment company, which is indicative of the entire industry's culture and recent
3 push for the consolidation of competition among cable and satellite television providers.

4 16. Starz' management and board of directors have significant connections with other cable
5 and satellite television companies.

6 A: For example, Starz' Chairman of the Board of Directors, Gregory Maffei ("Mr.
7 Maffei"), has significant entwinement with numerous cable and entertainment
8 companies. Mr. Maffei is the Chief Executive of Liberty Media Corp. and Liberty
9 Interactive Corp. He also serves as the Chairman of the Board of Directors for,
10 *inter alia*, Starz, SiriusXM, and Live Nation Entertainment. *Id.* Additionally, Mr.
11 Maffei is on the Board of Directors of Charter Communications and Barnes and
12 Noble.

13 B. For example, John Malone ("Mr. Malone") controls approximately 45% of Starz
14 voting stock. Mr. Malone serves as the Chairman of the Board of Directors for,
15 *inter alia*, defendant Liberty, Liberty Interactive Corp., Liberty TripAdvisor
16 Holdings, Inc., and Liberty Broadband Corp. Additionally, he is on Board of
17 Directors of Charter Communications, Discovery Communications, and Lions
18 Gate Entertainment Corp.

19 17. Even in the recently cancelled proposed merger between Time Warner Cable and
20 Comcast, Mr. Malone, Mr. Maffei, and Charter Communications were involved behind-the-scenes in
21 the merger.¹ In late May 2015, Charter Communications announced that it would merge with Time
22 Warner Cable.

23 18. Starz also has a lack of diversity among its senior level management. At the time of his
24 unlawful termination, Mr. Thomas was the only senior-level African-American at Starz.

25
26
27
28 ¹ See David Gelles, Charter's Bid for a Deal in Cable Heats Up, N.Y. Times, Feb. 11, 2014, available at
<http://mobile.nytimes.com/blogs/dealbook/2014/02/11/charter-names-its-13-nominees-for-time-warner-cable-board/?referrer=> (last visited Apr. 25, 2015).

1 **C. Mr. Thomas had a history of excellent work performance.**

2 19. Mr. Thomas is a fifty-seven year old African-American man, who has over thirty years
3 experience in the cable and satellite television industry. In 2004, Mr. Thomas joined Starz as its Senior
4 Vice President of Sales and Affiliate Marketing.

5 20. During his entire employment with Starz, Mr. Thomas has received only praise regarding
6 his performance and has always met or exceeded his performance standards and revenue goals, as
7 evidenced by the fact that every year he earned the maximum bonus possible. Additionally, due to his
8 history of strong performance and management skills, Mr. Thomas ultimately assumed management
9 responsibility for Starz' best performing distributors, including DirecTV, Dish Network, Verizon FiOS,
10 and AT&T U-verse, which account for approximately 45% of Starz' annual revenue.

11 21. Mr. Thomas' excellent work has been recognized within the cable and satellite television
12 industry, as he has been repeatedly named one of the Most Influential Minorities in Cable by *Cablefax*
13 magazine.

14 22. Mr. Thomas achieved great success while at Starz, but that all changed after he expressed
15 his concerns about unlawful activities, refused to participate in illegal behaviors, and advocated on
16 behalf of minorities and women.

17 23. Additionally, on August 16, 2013, Mr. Thornton was named Starz' Chief Revenue Officer
18 and became Mr. Thomas' direct supervisor. Mr. Thornton held long running animus towards Mr.
19 Thomas for his tireless advocacy on behalf of women and minorities at Starz.

20 **D. Mr. Thomas advocated on behalf of women and minorities.**

21 24. In 2004 and 2005, Starz' Los Angeles office employees lodged numerous racial
22 discrimination complaints against Starz. As part of his management duties, Mr. Thomas investigated
23 those allegations, found many to have merit, and successfully resolved them.

24 25. As the only senior level African-American at Starz, Mr. Thomas repeatedly spoke to
25 human resources about the lack of diversity. It was well-known that Mr. Thomas prioritized the hiring of
26 women and minorities in his department, which subjected him to ridicule at the hands of Starz'
27 management. For instance, shortly after becoming Mr. Thomas' direct supervisor in August 2013, Mr.
28 Thornton made a comment to the effect that Ms. Thomas' team looks like the United Nations.

1 26. In April 2013, Mr. Thomas attended a conference call to discuss a way to get more
2 "urban" subscribers by adding a channel, Encore Black. Mr. Thomas expressed his concern because in
3 the past Starz had not adequately funded or programmed channels aimed at minorities, such as Starz in
4 Black and Encore Espanol. Glenn Curtis, Starz' President, questioned Mr. Thomas about his stated
5 concerns. Mr. Thomas responded that he worried that Starz' programming group did not understand the
6 subject matter or content that minorities desired to watch. A Starz' Executive Vice President replied that
7 things would be different because Starz was looking into programs such as Diff'rent Strokes, the
8 Jeffersons, and Good Times. Mr. Thomas responded that he believed it was offensive to have a premium
9 pay service like Starz try and attract Black audiences by getting "shuck and jive" programming from 30
10 years ago.

11 27. During a planning meeting on August 29, 2013 attended by Mr. Thornton, Mr. Thomas
12 advised the group that Starz should reconsider using the artist 50 Cent (Curtis Jackson) in its
13 advertisements because 50 Cent was facing domestic violence charges and for which he faced potential
14 imprisonment. These domestic violence charges were well-publicized much like Mr. Albrecht's prior
15 domestic violence conviction was. By way of background, Mr. Albrecht previously was HBO's CEO but
16 was fired in 2007 after being arrested for attacking his then-girlfriend in a parking lot. *See Ex. C.*
17 Ultimately, Mr. Albrecht pleaded no contest to misdemeanor battery of his girlfriend and received a six-
18 month suspended sentence. After Mr. Albrecht's arrest, it quickly surfaced in the media that Mr.
19 Albrecht previously was accused of assaulting and choking a female HBO employee, which resulted in
20 HBO settling a civil lawsuit for at least \$400,000 in 1991. Because of Mr. Albrecht's past, when Starz
21 decided to hire him, many women within the company were understandably concerned with hiring Mr.
22 Albrecht. Some of these women conveyed these concerns to Sheryl Anderson, Starz' Executive Vice
23 President of Human Resources and Administration, as well as Starz' then-President, Bill Myers. Mr.
24 Albrecht was hired notwithstanding these complaints.

25 28. Thus, when Mr. Thomas spoke out against 50 Cent's domestic violence allegations at the
26 August 29, 2013 meeting, Mr. Thornton mistakenly believed that Mr. Thomas was voicing his concern
27 about Mr. Albrecht's domestic violence history. After the meeting, Mr. Thornton berated Mr. Thomas,
28 warning him to be careful because Mr. Albrecht could retaliate against him for discussing Mr. Albrecht's

1 highly publicized domestic violence arrest. Mr. Thornton then added that Ed Huguez would sometimes
2 make such inflammatory comments and Ed Huguez had since been forced to leave Starz. Confused and
3 feeling threatened, Mr. Thomas clarified that he was talking about 50 Cent. Mr. Thomas, however, took
4 the meeting as an opportunity to express past concerns he had heard from female employees regarding
5 Mr. Albrecht's domestic violence history. Mr. Thornton dismissed Mr. Thomas' concerns and threatened
6 him and ordered him to keep quiet about the issue of workplace violence.

7 29. In the September 2014 issue of *Cablefax*, a national publication, Mr. Thomas stated that
8 due to mergers, women and minorities would thereafter disproportionately lose their jobs. Before
9 *Cablefax* published Mr. Thomas' statement, he sent the statement to Starz' Vice President of Corporate
10 Communications in August 2014.

11 30. On October 3, 2014, Mr. Thomas raised his concern about diversity to Ms. Anderson. He
12 explained that he wanted to work harder on improving diversity at Starz, especially given the industry's
13 consolidation rush, and that he hoped to work with Ms. Anderson.

14 **E. Mr. Thomas voiced his concerns regarding the likelihood of improper insider manipulation**
15 **and illicit business practices.**

16 1. **Mr. Thomas voiced his concerns about possible insider manipulation.**

17 31. In January 2013, Starz announced that Derek Chang would be placed onto its Board of
18 Directors. Chang recently left DirecTV and then joined Starz' Board. Before that, he had worked for TCI
19 Communications (which became Liberty) and Charter. When Mr. Thomas heard the news, he expressed
20 his concern about Mr. Chang's appointment to Ed Huguez and Mr. Thornton, the former was Mr.
21 Thomas' direct supervisor at the time. Mr. Thomas explained that he believed Mr. Chang could use
22 DirecTV's confidential pricing, licensing fees, and other information for his own benefit. Mr. Huges and
23 Mr. Thornton agreed that there may be a risk of Mr. Chang illegally exchanging information, but Mr.
24 Thornton did nothing.

25 32. A few months later, Mr. Thomas repeated his concerns about Mr. Chang to Mr. Thornton,
26 this time while the two were alone. Mr. Thornton threatened to fire Mr. Thomas if he ever spoke again
27 about the matter.

1 2. **On April 28, 2014, Mr. Thomas warned that a contract between Comcast and Starz**
2 **was a result of illicit business practices.**

3 33. During a dinner on or about April 28, 2014 at the Palm Restaurant in Los Angeles, which
4 was attended by Mr. Thomas and two other Starz' Senior Vice Presidents, Christine Carrier ("Ms.
5 Carrier"), and Randy McCurdy ("Mr. McCurdy"), Mr. Thornton bragged about how he and Mr. Maffei
6 successfully and illegally manipulated a pending merger for Starz' financial gain.

7 34. By way of background, Comcast's affiliate carriage contract with Starz was set to expire
8 unless Comcast accepted an extension of its current contract, which contained some very unfavorable
9 terms. It was therefore anticipated among Starz' executives that Comcast would not accept the extension
10 and instead seek to negotiate a new affiliate carriage contract. Typically, negotiations for such affiliate
11 carriage deals can take numerous months, as the DirecTV and Starz negotiations did, which will be
12 explained below in *infra* ¶¶ 40-55.

13 35. Also by way of background, the FCC and Department of Justice were scrutinizing the
14 proposed Comcast and Time Warner Cable merger because the merged company would have too large
15 of a market share of television subscribers (the FCC required that the market share be under 30% of the
16 residential cable market). So the merger could receive governmental approval, Comcast and Time
17 Warner Cable proposed to sell Charter millions of its subscribers, which would permit the
18 Comcast/Time-Warner market share to drop below the 30% threshold.² Charter and Comcast reached an
19 agreement whereby Comcast would sell 1.4 million subscribers to Charter and whereby Comcast would
20 spin off 3.5 million subscribers into a separate company co-owned by it and Charter.

21 36. The Charter/Comcast deal was announced on April 28, 2014—the same day as the dinner
22 at the Palm Restaurant.

23 37. At the April 28 dinner, Mr. Thornton asked Mr. McCurdy to make an announcement. Mr.
24 McCurdy, who had recently returned from vacation abroad, looked at Mr. Thornton and stated that there
25 was not much to say except that Comcast extended its Starz affiliate carriage deal with virtually no
26 negotiations between Comcast and Starz. Indeed, Mr. McCurdy explained his good fortune when he
27

28 ²After government regulators signaled they would block the merger, the Comcast and Time Warner
Cable merger collapsed in April 2015.

1 returned from vacation and learned that Comcast had accepted the terms of the extension.

2 38. Mr. Thornton then bragged about how the extension was reached. He provided explicit
3 details as to how he and Mr. Maffei, who is on the Boards of both Starz and Charter, conspired to
4 manipulate the Charter/Comcast deal. Mr. Thornton boasted that he had urged Mr. Maffei to call
5 Comcast and demand that, as a clandestine part of the Charter/Comcast deal, Comcast extend its Starz
6 affiliate carriage deal at a loss for Comcast and a great profit for Starz. Because Starz was not privy to
7 the Charter/Comcast deal, the only way that Starz could profit from that deal was through Mr. Maffei's
8 impermissible and duplicitous actions. Tellingly, Starz later was one of the few programming services to
9 file in favor of the Comcast and Time Warner Cable merger.

10 39. During the discussion regarding the Comcast and Time Warner Cable merger, Mr.
11 Thomas voiced his concerns that industry consolidation would harm minorities and women.

12 40. Later that evening, Mr. Thomas approached Mr. Thornton about the legality of such
13 dealings, pointing out that Mr. Thornton and Mr. Maffei's actions may constitute insider manipulation
14 and unfair influence on a pending merger. Mr. Thornton sternly warned Mr. Thomas to never repeat
15 what he just said because it could cost Mr. Thomas his job. Mr. Thornton then stormed off angrily.

16 **3. Even though Mr. Thomas was largely responsible for the DirecTV negotiations and**
17 **contract, Starz and Mr. Thornton excluded Mr. Thomas from DirecTV-related**
18 **meetings and emails because Mr. Thomas was outspoken against illegal practices.**

19 41. In Fall 2013, Starz and DirecTV entered into negotiations because their existing contract
20 was set to expire on August 31, 2014. Mr. Thornton repeatedly threatened to fire Mr. Thomas, who was
21 largely responsible for the DirecTV negotiations, if the deal was not completed by August 31, 2014.
22 Negotiations were protracted, and Starz and DirecTV did not reach a deal until the end of August 2014.

23 42. In February 2014, DirecTV began removing Starz from its marketing packages. When
24 Mr. Thomas learned of DirecTV's removal of Starz, Mr. Thomas informed Mr. Thornton about the long-
25 term effect the removal would have on Starz' revenue. Mr. Thornton brushed aside Mr. Thomas'
26 concern.

27 43. On May 2, 2014, Mr. Thornton sent Mr. Thomas and other Starz' executives an email
28 asking for ways to compete with and market against DirecTV offers because Starz, at that time, was not

1 included in DirecTV's low-priced offers.

2 44. After Mr. Thornton had shared how he and Mr. Maffie conspired to have the Comcast
3 deal extended, Mr. Thomas was concerned about the implications of Mr. Thornton's May 2, 2014 email
4 because he did not think picking a fight with DirecTV was wise. Shortly thereafter, Mr. Thomas again
5 questioned the ethics and legality about the Comcast deal. Mr. Thornton replied, threatening Mr.
6 Thomas to never bring up the Comcast extension again.

7 45. After the April 28 and May 2, 2014 incidents, Mr. Thomas noticed that Mr. Thornton and
8 other Starz' executives began excluding Mr. Thomas from meetings and emails. Mr. Thornton also
9 began bullying and threatening Mr. Thomas.

10 46. For instance, During a June 4, 2014 meeting, Mr. Thornton called Mr. Albrecht to get
11 direction about how to respond to a DirecTV negotiation point. After concluding the call, Mr. Thornton
12 returned and announced that Mr. Albrecht directed that the team would respond so aggressively that,
13 when Richard Waysdorf ("Mr. Waysdorf"), Starz' General Counsel, would see the response, his "balls"
14 would shrivel back into his little "girly-man" body. Mr. Thomas found the comment highly offensive
15 and later told Mr. Thornton so. Mr. Thornton, smirked, implied Mr. Thomas was also effeminate, and
16 walked away.

17 47. With the contract between DirecTV and Starz set to expire on August 31, 2014,
18 negotiations between the entities intensified in the Summer 2014. Dozens of intra-Starz emails were
19 being sent, in which Starz personnel discussed strategy for completing the deal.

20 48. On August 4, 2014, Mr. Thornton sent a counteroffer to DirecTV.

21 49. Additionally, Mr. Thomas' suspicions that he was being left out of key meetings and
22 emails was confirmed on August 4, 2014. On that date, he was emailed a "DirecTV Cross Functional
23 Team Kick Off" meeting notification fifteen minutes before the meeting was set to begin.

24 50. During that August 4 meeting, Mr. Thomas reiterated his two aforementioned concerns,
25 *see supra* ¶ 30, regarding the long-term drop in Starz' revenue due to DirecTV removing Starz from its
26 marketing packages. And, Mr. Thomas stressed the need for Starz to be immediately integrated. During
27 the meeting, Glenn Curtis, Starz' President, instructed Beth Jennewein ("Ms. Jennewein"), Starz'
28 Executive Director for its Project Management Office to schedule a meeting with Mr. Thomas to

1 understand all his concerns that he raised.

2 51. Mr. Thomas and Ms. Jennewein discussed his concerns a few days later. During their
3 discussion, she eluded to a possible legal strategy even though no mention of such strategy was made
4 during the August 4 meeting. Also during this conversation, Ms. Jennewein expressed her shock that Mr.
5 Thomas was excluded from discussions regarding strategy to complete the DirecTV deal.

6 52. Also around this time and on approximately August 8, 2014, Mr. Waysdorf began
7 discussing with Mr. Thomas about how he had been directed to elicit lobbyists based in Washington
8 D.C. to help prepare for battle with DirecTV. Mr. Waysdorf assumed that Mr. Thomas was aware of the
9 strategy because he had, in past negotiations of his accounts, been a key player in terms of strategy.
10 When Mr. Thomas began asking questions, Mr. Waysdorf changed the subject, realizing that Mr.
11 Thomas was not privy to the DirecTV strategy.

12 53. On August 18, 2014, Mr. Thornton, Mr. Thomas, Ms. Carrier, and Mr. McCurdy had a
13 dinner meeting during which they discussed general account updates. During this discussion, Mr.
14 Thomas asked Mr. Thornton about the strategy with respect to DirecTV negotiations. Mr. Thornton
15 brushed the question aside, responded that the plan was confidential, and changed the subject. After the
16 dinner and as the four executives were leaving the restaurant, Mr. Thomas quietly approached Mr.
17 Thornton and asked if the strategy was the same type of tactics used in the Comcast extension. Mr.
18 Thornton leaned towards Mr. Thomas and threatened that Mr. Thomas could lose his job and turned
19 away.

20 54. Also on August 18, 2014, DirecTV sent a counteroffer to Starz, including a counter that
21 some of its Starz marketing would not begin to be resumed until the first quarter of 2015.

22 55. On August 22, 2014, Starz and DirecTV executed their extension agreement.
23 **Mr. Thomas refused to participate in unlawful behavior after the completion of the deal**
24 **between Starz and DirecTV.**

25 56. After the DirecTV deal closed, Starz realized that Mr. Thomas was correct in his
26 projections regarding the revenue loss due to its removal from DirecTV marketing campaigns and
27 packages. Accordingly, Starz scheduled a September 3, 2014 meeting with DirecTV to negotiate its
28 immediate reentry into DirecTV's marketing. DirecTV, however, would not negotiate and earlier

1 reinstatement and further explained that there would be a "ramp up period" due to its operational
2 limitations. This meant that, beginning in the first quarter of 2015, Starz would slowly be integrated into
3 DirecTV's marketing campaigns over several months, which would further harm Starz' revenue. Mr.
4 Thomas communicated the results of this meeting to Starz executives, including Mr. Thornton,
5 informing them that there was a follow-up meeting scheduled for later that week and requesting advice
6 as to how to proceed.

7 57. On September 4, 2014, Kara Tefft, Starz' Director of Finance scheduled a meeting with
8 Mr. Thomas and his staff. She explained that Mr. Thornton and Mr. Albrecht did not want to present the
9 unfavorable revenue figures to Starz' Board of Directors. At Mr. Thornton's direction, Ms. Tefft
10 instructed Mr. Thomas and his staff that they were to arbitrarily inflate the revenue figures and
11 subscriber numbers because the optics did not look good and so that Mr. Thornton and Mr. Albrecht
12 would have plausible deniability when they go back to the Board in case the Board realized the revenue
13 figures were fabricated.

14 58. Rightfully believing the requested activity to be unlawful, Mr. Thomas adamantly refused
15 to falsify the revenue and subscriber numbers and refused to manipulate the figures in order to justify
16 any falsified numbers. He told Ms. Tefft that she should speak to Mr. Thornton.

17 **F. Starz terminated Mr. Thomas for his whistleblowing, his refusal to participate in illegal**
18 **activities, and his advocacy on behalf of women and minorities.**

19 59. Starz ultimately terminated Mr. Thomas for his whistleblowing, his refusal to participate
20 in illegal activities, and his advocacy on behalf of women and minorities. Upon information and belief,
21 Mr. Thomas was also terminated for bringing to light the unlawful influence Liberty had on the deal
22 between Comcast and Starz.

23 60. Shortly after whistleblowing at the Palm Restaurant in April 2014, Mr. Thomas noticed
24 that other Starz senior management began treating him unfairly and began excluding him from
25 communications.

26 61. Although Mr. Thomas advocated on behalf of minorities and women during his ten years
27 at Starz, he increased his efforts in the Summer and Fall 2014. He pressed the issue that minorities were
28 under-represented, especially within Starz senior management, and voiced his concerns that minorities

1 and women would be disproportionately harmed by industry consolidation.

2 62. And, on September 4, 2014, Mr. Thomas refused Ms. Tefft's instruction, at the behest of
3 Mr. Thornton, that Mr. Thomas inflate the revenue figures and subscriber numbers so that Mr. Thornton
4 and Mr. Albrecht could present those falsified figures to Starz' Board of Directors, which would allow
5 them to have plausible deniability in case the Board realized the revenue figures were fabricated.

6 63. Beginning in the Summer of 2014, Mr. Thomas began experiencing significant emotional
7 distress and health deterioration, in large part due to the Starz' deplorable treatment of him. Mr.
8 Thomas' distress reached a breaking point when he was forced to miss work during the week of
9 September 8, 2014 due to his poor health. In fact, in September 2014, Mr. Thomas health declined so
10 much that he was compelled to go on medical leave for three weeks and undergo treatment for
11 depression and anxiety.

12 64. Starz approved Mr. Thomas' three week medical leave. And, Mr. Thomas was scheduled
13 to return to work on October 7, 2014.

14 65. The same week that Mr. Thomas returned from medical leave, Starz terminated him,
15 exacerbating his emotional distress and health deterioration.

16 66. Starz and Mr. Thornton stated the only reason for Mr. Thomas' termination
17 was—apparently without realizing their perverse irony—industry consolidation. Yet, of the over one
18 hundred personnel in Mr. Thomas' department, his position was the only one eliminated.

19 67. On or about March 11, 2015, Mr. Thomas filed a DFEH complaint against Starz
20 Entertainment LLC alleging, *inter alia*, that he had been terminated as a result of his complaints of
21 conduct which he reasonably believed constituted unlawful racial and gender discrimination. Plaintiff
22 was issued a right-to-sue letter on March 11, 2015. On or about July 26, 2015, Mr. Thomas amended his
23 DFEH complaint so as to add Liberty, Mr. Thornton, and Mr. Albrecht, and he received an immediate
24 right-to-sue letter. On or about October 26, 2015, Mr. Thomas amended his DFEH complaint so as to
25 add Starz and Starz, LLC, and he received an immediate right-to-sue letter Plaintiff has thereby
26 exhausted his DFEH administrative remedies.

27 E/I

28 7/1
U.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Retaliation for Whistleblowing in Violation of Labor Code § 1102.5(b)

[Plaintiff Against Defendants Starz and Liberty]

68. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

69. Mr. Thomas, while he was working as Starz' Senior Vice President of Sales and Affiliate Marketing, he realized that a Starz Director had confidential information that could be used for unlawful purposes. Mr. Thomas reported his concern to his direct supervisors, Ed Huguez and Mr. Thornton. Mr. Thomas also disclosed to Mr. Thornton that he believed the favorable deal between Comcast and Starz was the result of Liberty's illegal insider manipulation and unfair influence on a pending merger.

70. Defendants retaliated against Mr. Thomas for reporting the illegal and unethical conduct to his direct supervisors. Starz then terminated Mr. Thomas because he reported the illegal conduct to his direct supervisors.

71. As a direct and proximate result of defendants' unlawful conduct, plaintiff has suffered and will continue to suffer both physical and emotional injuries, including, but not limited to, depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain. Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

72. The conduct of defendants and their agents/employees, as described herein, was malicious, fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's rights and for the deleterious consequences of defendants' actions. Consequently, plaintiff is entitled to punitive damages from defendants.

SECOND CAUSE OF ACTION

Retaliation for Refusing to Participate in Illegal Activity in Violation of Labor Code § 1102.5(c)

[Plaintiff Against Defendants Starz and Liberty]

73. Plaintiff restates and incorporates by reference each and every allegation contained in the

1 foregoing paragraphs as though fully set forth herein.

2 74. Mr. Thomas, while he was working as Starz' Senior Vice President of Sales and Affiliate
3 Marketing, he was ordered by Starz senior management, at the behest of Mr. Thornton, to fabricate
4 revenue and subscriber information so that Mr. Thornton and Mr. Albrecht could present those falsified
5 figures to Starz' Board of Directors, which would allow them to have plausible deniability in case the
6 Board realized the revenue figures were fabricated. Mr. Thomas refused to fabricate those figures
7 because he reasonably believed the activity would result in a violation of state and/or federal regulations.

8 75. Starz retaliated against Mr. Thomas for refusing to participate in behavior that he
9 reasonably believed was unlawful. Starz then terminated Mr. Thomas in retaliation for his refusal.

10 76. As a direct and proximate result of defendants' unlawful conduct, plaintiff has suffered
11 and will continue to suffer both physical and emotional injuries, including, but not limited to,
12 depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain.
13 Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and
14 consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in
15 amounts to be proven at trial.

16 77. The conduct of defendants and their agents/employees, as described herein, was
17 malicious, fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's
18 rights and for the deleterious consequences of defendants' actions. Consequently, plaintiff is entitled to
19 punitive damages from defendants.

20 **THIRD CAUSE OF ACTION**

21 **Retaliation for Complaining of Discrimination in Violation of the FEHA (Gov. Code § 12940(h))**

22 **[Plaintiff Against Defendants Starz and Liberty]**

23 78. Plaintiff restates and incorporates by reference each and every allegation contained in the
24 foregoing paragraphs as though fully set forth herein.

25 79. In violation of Government Code section 12940, subdivision (h), defendant and its
26 agents/employees retaliated against plaintiff and terminated his employment for complaining of conduct
27 which he reasonably believed constituted unlawful racial and gender discrimination.

28 80. As a direct and proximate result of defendants' unlawful conduct, plaintiff has suffered

1 and will continue to suffer both physical and emotional injuries, including, but not limited to,
2 depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain.
3 Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and
4 consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in
5 amounts to be proven at trial.

6 81. The conduct of defendant and its agents/employees, as described herein, was malicious,
7 fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's rights and for
8 the deleterious consequences of defendants' actions. Consequently, plaintiff is entitled to punitive
9 damages from defendant.

10 **FOURTH CAUSE OF ACTION**

11 **Retaliation for Complaining of Discrimination in Violation of the 42 U.S.C. § 1981**

12 **[Plaintiff Against Defendant Starz and Defendant Thornton]**

13 82. Plaintiff restates and incorporates by reference each and every allegation contained in the
14 foregoing paragraphs as though fully set forth herein.

15 83. In violation of 42 U.S.C. § 1981, defendants, and each of them and/or their
16 agents/employees, including Mr. Thornton and Starz, retaliated against plaintiff and terminated his
17 employment for complaining of conduct which he reasonably believed constituted unlawful racial
18 discrimination.

19 84. Plaintiff has suffered these adverse employment actions because the defendants have
20 retaliated against him for his public and private opposition to racial discrimination at Starz.

21 85. As a direct and proximate result of defendants' unlawful conduct, plaintiff has suffered
22 and will continue to suffer both physical and emotional injuries, including, but not limited to,
23 depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain.
24 Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and
25 consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in
26 amounts to be proven at trial.

27 86. The conduct of defendants, and/or their agents/employees, as described herein, was
28 malicious, fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's

1 rights and for the deleterious consequences of defendants' actions. Consequently, plaintiffs is entitled to
2 punitive damages from each of these defendants.

3 **FIFTH CAUSE OF ACTION**

4 **Wrongful Termination in Violation of Public Policy**

5 **[Plaintiff Against Defendants Starz and Liberty]**

6 87. Plaintiff restates and incorporates by reference each and every allegation contained in the
7 foregoing paragraphs as though fully set forth herein.

8 88. Plaintiff refused to engage in illegal conduct and protested illegal conduct which violated
9 the public policies of this State as expressed in, *inter alia*, the California Constitution, the Labor Code,
10 the Civil Code, the Government Code, all state and federal statutes and regulations prohibiting fraud and
11 falsification of public records of publicly traded companies; and all state statutes prohibiting retaliation
12 in the workplace. These include Labor Code section 1102.5; Government Code section 12653; Penal
13 Code sections 424 and 487; Civil Code sections 1572, 1709, and 1710; and the Code of Federal
14 Regulation section 240.10b-5.

15 89. Defendants terminated plaintiff's employment because, among other things, he a)
16 reported illegal and unethical conduct by Starz and Liberty's employees or agents, b) he refused to
17 engage in illegal activity, and c) he advocated for racial and gender equality at Starz and called into
18 question its discriminatory policies.

19 90. The conduct of defendants in terminating plaintiff was contrary to the interests of the
20 state and public policy, as embodied in the following laws, statutes and regulations, among others: all
21 federal and state statutes and regulations prohibiting fraud and falsification of financial records of
22 publicly traded companies and all state statutes prohibiting retaliation in the workplace. These include
23 Labor Code section 1102.5; Government Code section 12653; Penal Code sections 424 and 487; Civil
24 Code sections 1572, 1709, and 1710; and Code of Federal Regulation section 240.10b-5.

25 91. As a direct and proximate result of defendants' unlawful conduct, plaintiff has suffered
26 and will continue to suffer both physical and emotional injuries, including, but not limited to,
27 depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain.
28 Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and

1 consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in
2 amounts to be proven at trial.

3 92. The conduct of defendants was and is malicious and oppressive, and done with a willful
4 and conscious disregard for Mr. Thomas' rights and for the deleterious consequences to plaintiff of
5 defendants' actions. Defendants, and their agents and employees, authorized, condoned and ratified the
6 unlawful conduct of each other. Consequently, plaintiff is entitled to punitive damages against each
7 defendant.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Prevent Retaliation, in Violation of Government Code § 12940 et seq.**

10 **[Plaintiff Against Defendant Starz]**

11 93. Plaintiff restates and incorporates by reference each and every allegation contained in the
12 foregoing paragraphs as though fully set forth herein.

13 94. In violation of Government Code section 12940(h) defendant and its agents/employees
14 retaliated against Mr. Thomas for complaining of conduct which he reasonably believed constituted
15 unlawful racial and gender discrimination.

16 95. As a direct and proximate result of defendant's unlawful conduct, plaintiff has suffered
17 and will continue to suffer both physical and emotional injuries, including, but not limited to,
18 depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain.
19 Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and
20 consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in
21 amounts to be proven at trial.

22 96. The conduct of defendant and its agents/employees, as described herein, was
23 malicious, fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's
24 rights and for the deleterious consequences of defendant's actions. Consequently, plaintiff is entitled to
25 punitive damages from defendant.

26 / / /
27 / / /
28 / / /

SEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

[Plaintiff Against Defendant Thornton]

97. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

98. The conduct of Mr. Thornton, as alleged above, was outrageous and outside the normal scope of the employment relationship. Mr. Thornton knew that his conduct would result in plaintiff's severe emotional distress, and said conduct was perpetrated by Mr. Thornton with the intent to inflict, or with reckless disregard of the probability of inflicting humiliation, mental anguish, and severe emotional distress upon plaintiff. Such conduct did, in fact, result in severe emotional distress caused to the plaintiff.

99. As a direct and proximate result of defendant's unlawful conduct, plaintiff has suffered and will continue to suffer both physical and emotional injuries, including, but not limited to, depression, stress, humiliation, anxiety, insomnia and physical injuries including stomach and chest pain. Plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, and consequential financial damages. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

100. The conduct of Mr. Thornton as described herein, was malicious, fraudulent and/or oppressive or done with a wilful and conscious disregard for plaintiff's rights and for the deleterious consequences of Mr. Thornton's actions. Consequently, plaintiff is entitled to punitive damages from him.

PRAYER FOR RELIEF

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

1. For special and general damages;
2. For past and future lost income and benefits;
3. For emotional distress damages;
4. For costs of suit incurred herein;

- 1 5. For reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
- 2 and 42 U.S.C. § 1981, and all other applicable statutes;
- 3 6. For punitive damages;
- 4 7. For prejudgment and post-judgment interest as available by law; and
- 5 8. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

7 Plaintiff demands a trial by jury on all issues so triable.

9 DATED: October 29, 2015

Respectfully submitted,

HADSELL STORMER & RENICK LLP

12 By 

13 Dan Stormer
 14 Acivi Coromelas
 15 Brian Olney
 16 Attorneys for Plaintiff
 17 KENO V. THOMAS

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10-29-2015

Exhibit A

Congress of the United States
House of Representatives
Washington, D.C. 20515

August 1, 2014

792

The Honorable Tom Wheeler
Chairman
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

NET FILE COPY ORIGINAL

Re: FCC Merger Reviews: Congressional Black Caucus (CBC) Diversity Guidelines
for Promoting Competition, Diversity, and Economic Opportunity for Minority
and Women-owned Enterprises

Dear Chairman Wheeler,

As Members of the Congressional Black Caucus (CBC), we write to outline specific criteria by which the Federal Communications Commission (FCC) may determine whether a proposed merger serves the public interest through the promotion of competition, diversity, and the expansion of media ownership opportunities for women and minority-owned enterprises. According to the Supreme Court and the Commission's precedent, factors considered to be in the public interest include, "a deeply rooted preference for preserving and enhancing competition; promoting a diversity of license holdings, and generally managing the spectrum in the public interest." Therefore, in recognition of the FCC's statutory mandate, we submit for your consideration guiding principles that should be incorporated into all applications for the transfer of FCC licenses. As we expressed repeatedly in the Commission's review of Comcast Corporation's merger with NBC Universal in 2010, in its review of proposed transactions involving the transfer or combination of FCC licenses, the Commission must ensure applications contain enforceable commitments that create opportunities for women and minorities in media ownership, management, programming, distribution, advertising, and procurement - including contracts for legal, accounting, and financial services.

The American economy has seen a troubling consolidation of ownership in many industries in recent years. This change has been particularly significant in the telecommunications and internet industries. In addition to the proposed merger between

¹ FCC v. RCA Communications, Inc., 346 US 86, 90 (1953)

10/2/2013

EXA

Comcast NBC Universal and Time Warner Cable, the pending consolidation of AT&T and DirecTV, and the imminent announcement of Sprint's merger with T-Mobile, not only threatens media competition, but it could further diminish economic opportunities for women and minorities within an industry that has seen precipitous declines in diversity over the past several years. The FCC's lukewarm efforts to date concerning media diversity along with its willingness to further relax media ownership rules has ushered in a media landscape in which diverse ownership is near extinction.

In 2007, minorities owned just 3.2 percent of the U.S. television stations and 7 percent of the nation's full power radio stations. African American television station ownership dropped further from 12 stations in 2009 to 10 in 2011 - less than 1 percent of full-power television stations. According to the National Association of Black Owned Broadcasters (NABOB), the number of African-American owned television stations is now 4. As of 2012, women were majority owners of 934 broadcast stations, or approximately 7 percent of full-power commercial stations. Overall, minorities owned 2.2 percent of television stations in 2012, despite comprising more than 39% of the population. Ownership may also be affecting on-air media representation, as only 16% of broadcast Sunday news guests in 2013 were people of color. According to Media Matters, Comcast-owned stations held both the best and worst minority representation records for that year: NBC Sunday guests and panelists of color averaged at less than 20% of the total, while MSNBC boasted a considerable 45%.

In similar "mega-merger" transactions in recent years, companies have attempted to demonstrate their good corporate citizenship by identifying past philanthropic donations they have made to various charitable organizations and promising additional such donations. While we commend these companies for making such donations as good corporate stewards, such contributions should not supplant substantive plans to contract with minority and women-owned firms, recruit and retain qualified women and minority senior level executives, and appoint diverse candidates to boards of directors.

Prior experience with "mega-merger" proposals shows that even the most reasonable conditions and diversity pledges go unenforced when they are not incorporated to the merger application as addendums. The following principles and questions should be incorporated into all merger applications triggering a public interest FCC review, as enforceable and meaningful commitments to the affected communities:

Boards of Directors and Senior Management: The applicants should include within their application, in initial filings or by amendment, the companies' current diversity goals. Specifically, from junior staff to middle management to executive management, to the corporate boards, the applicants should outline the metrics in place to ensure the recruitment and retention of African Americans, women, and other underrepresented groups to executive-level management and boards of directors. The applicants should include a comprehensive outline for how it intends to integrate diversity and minority inclusion (with qualitative and quantitative goals and benchmarks) as a part of the corporate culture, including among executive leadership and top-level management.

5102/62/01

Divestitures and Spinoffs: If applicants are required or independently seek divestiture of assets and other properties as a condition of the transaction's approval, applicants should ensure those divestiture plans include ownership opportunities for smaller, minority and women-owned firms. For example, in Comcast-TWC transaction, and the upcoming AT&T-DirectTV and Sprint-T-Mobile transactions, the applicants should detail how the proposed transactions will create minority ownership opportunities in the sale of cable television and wireless cellular systems.

Financial Services: The applicants should include within their application and among their public interest conditions how they intend to establish and/or expand contracting and consulting opportunities for minority asset managers, broker-dealers, pension fund consultants, public finance professionals, investment bankers, securities/bond counselors, commercial bank underwriters, institutional investors, pension and endowment plan sponsors and other minority professionals in the financial services industry. Even before the initial filing of any application with the FCC, the applicants should also include minority and women-owned firms in underwriting activities.

Legal Services: The applicants should include within their application how they will extend to minority and women-owned law firms and firms with proven track records of developing and retaining minority and women associates and partners opportunities to act as outside counsel for litigation and regulatory matters and corporate transactions.

Real Estate: The applicants should include within their application how they will include minority and women owned real estate professionals in matters involving the acquisition and disposition of company real estate in the form of land, buildings, real estate improvements, lease of space for company purposes, subordination agreements related to financed real estate and other real estate matters.

In addition to the areas listed above, the applicants should also commit to transparency in how it intends to meet its commitments and the Commission must hold them accountable. The results of these commitments must be shared with the organizations and companies that have the knowledge and expertise in the areas in which the commitments are made. It is our sincere hope that the FCC will take the necessary and appropriate amount of time to consider the record of public participation in each of the current and upcoming proceedings pending before the Commission.

Sincerely,

Marcia T. Pesky

Yvette D. Clarke

Ch. Fu

Gladys Bernice Johnson

Robin Waters

Darbara Lee

Cornelia Brown

Joy Beatty

1075301

MV TX33

Paul Jackson

John Lewis

John B. [unclear]

George [unclear]

[unclear] 4107

Alfred [unclear]

Over 2 Some WIPY

Eugene [unclear]

James [unclear] Ca. 13

[unclear] CA-38

Gregory [unclear] N.Y.S.

DM [unclear] NT-10

Samuel H. Dennis

Robert [unclear]

Norman J. Ellis

[unclear]

Rubin Henriquez

Frederick [unclear]

Luella Rachel Allard

[unclear]

Ed Paster

Frank [unclear]

Paul [unclear] CA-46

[unclear]

Hemp [unclear] - 7x28th

Wm. Lacy Clay

Eugene [unclear]

Blyset

Tony Cardenal CA-29

Michael M. [unclear]

10020101

Benny J. Turner	Therese H. York
Mark J. Jones	Mark J. Jones
Paul E. Jones	Robert Kelley
Betty McCall	Charles B. Jones
Yvonne M. Chitt	Judy Chitt
Kathleen H. Hawn	Dorothy Heek
Jenni Sewell	

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Exhibit B

Starz CEO: We Aren't For Sale, Never Were For Sale

Source URL: <http://www.hollywoodreporter.com/news/starz-ceo-we-arent-sale-761777>

Starz CEO: We Aren't For Sale, Never Were For Sale

6:25 PM PST 1/7/2015 by Alex Ben Block

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AP Images/Invision
Chris Albrecht

At an investor conference Chris Albrecht said he's been confounded by untrue rumors about his company

The Starz pay television service is not for sale now and was not for sale last fall when there were rumors it was about to be acquired, according to Starz CEO Chris Albrecht.

"I've never looked at Starz being acquired as a great end result," Albrecht said at the Citi 2015 Internet, Media and Telecommunications Conference in Las Vegas on Wednesday, "because I don't think Starz has reached its full value."

Albrecht said they did look at strategic options after Liberty Media spun off the Starz as a separate public company last year, but they never came close to a deal despite press reports that confounded the CEO. They did continue to grow, recording a record 22.5 million subscribers last fall.

So where does the misinformation come from?

"There are ten guys in Hollywood, maybe 12, and five women," said Albrecht about how rumors get started, "and we all know each other, and we all eat in the same restaurants and we do a lot of things together."

[Read more Starz CEO Addresses Sale Chatter](#)

"And there are 15 bankers," continued Albrecht, "and if one banker thinks another banker is working on something, then the way he's going to screw that banker over is to say s--- that isn't even true about what the banker is working on. He's going to f--- it up because it's not his deal. This is one incestuous giant mess that results in me sitting and reading something about the company I run and saying, 'I didn't know that.'"

"I got misquoted saying something at whatever conference we were at a few months ago," continued Albrecht. "I mean

<http://www.hollywoodreporter.com/print/761777>

EX-B

Starz CEO: We Aren't For Sale, Never Were For Sale

I was literally sitting one day reading articles where there were all these companies poised to buy Starz. And the next day, I was literally reading articles that were saying there is not a buyer in the world for Starz. Neither one of those things is true."

"Starz never went through a sales process," declared Albrecht, "never put itself up for sale. The rationale behind Starz becoming a separate standalone entity was that we were going to be more flexible to create whatever alliances came our way, and those could be anything from a merger to a strategic partnership, or we would acquire something or be acquired."

Read more [Starz Renews Anthology 'The Missing' for Second Season](#) [1]

It also makes Albrecht crazy when people say that Starz is in trouble because it has difficulty sustaining relationships with cable distributors.

"We actually make money for these distributors," added Albrecht, "so at the end of the day, if there's no reason to punch a guy out, you probably sit down and find a way to shake hands and continue to make money together. I like our chances in those conversations."

Albrecht said the era when premium channels depend on studio movies alone is over. He began making original shows and series when he was at HBO and for the last five years has worked to do the same at Starz.

He said they are entering their second full year of having a significant amount of original, exclusive product that can help build their brand not just in the U.S. but also worldwide as those show are licensed to others. "High-quality originals delivered to the audience uncut, unfiltered is certainly in great demand," said Albrecht, "not only by the consumer but by people who want to distribute those products."

Read more [Starz Releases 'The Interview' From Sony Output Deal](#) [1]

"At HBO we were the only people doing that," recalled Albrecht. "We reinvented the playbook. A lot of people copied it because it works. We're employing it at Starz because it works. We're a little late to the party but certainly not too late."

He expects to have at least 50 hours of originals this coming year and intends to grow that to 75 hours or more (which he now tracks not as hours but as series) in the future.

"The measure of success for me," said Albrecht, "clearly is going to be, 'Can we grow our subscriber base and our financial results?' And that is why we shifted from an all movie service to an originals and movies base. Originals being the lead dog."

Following all the untrue rumors, Albrecht said he did learn from the experience: "Strategically, what I learned from this last session is don't talk to anybody, don't be seen having lunch with anybody, don't visit anybody at a studio even if you are only going to drop off a birthday present. Just don't do anything. Stay in your house. And don't send emails either we've learned recently."

Read more [Starz Developing Fracking Drama 'Black Gold' \(Exclusive\)](#) [1]

Links:

- [1] [http://pinterest.com/pln/create/button/?url=www.hollywoodreporter.com/news/starz-ceo-we-arent-sale-761777&media=http://www.hollywoodreporter.com/sites/default/files/imagecache/news_landscape/2014/07/chris_albrecht_tca.jpg&description=Starz CEO: We Aren't For Sale, Never Were For Sale](http://pinterest.com/pln/create/button/?url=www.hollywoodreporter.com/news/starz-ceo-we-arent-sale-761777&media=http://www.hollywoodreporter.com/sites/default/files/imagecache/news_landscape/2014/07/chris_albrecht_tca.jpg&description=Starz%20CEO%3A%20We%20Aren%27t%20For%20Sale%2C%20Never%20Were%20For%20Sale)
- [2] <http://www.hollywoodreporter.com/news/starz-ceo-addresses-sale-chatter-755054>
- [3] <http://www.hollywoodreporter.com/live-feed/starz-renews-anthology-missing-second-758393>
- [4] <http://www.hollywoodreporter.com/news/starz-releases-interview-sony-output-760338>
- [5] <http://www.hollywoodreporter.com/news/starz-developing-fracking-drama-black-765599>

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Exhibit C

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By LLOYD VRIES / AP / May 10, 2007, 11:18 AM

HBO Chief Forced Out After Assault Arrest



Chris Albrecht mugshot, Chairman and CEO of HBO arrested for allegedly assaulting his girlfriend. Las Vegas Metropolitan Police Department 2007/5/6 / AP PHOTO/LAS VEGAS POLICE

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HBO chief executive Chris Albrecht was forced out by Time Warner on Wednesday following his weekend arrest on suspicion of assaulting his girlfriend in Las Vegas.

Albrecht, who said Tuesday he was taking a leave of absence to regain control of his alcoholism, said a day later that he was resigning as chairman and CEO "at the request of Time Warner."

His resignation also came after the Los Angeles Times reported Wednesday that HBO in 1991 paid a settlement of at least \$400,000 to a subordinate and former lover of Albrecht's after she accused him of shoving and choking her.

"This is the right decision for the company," said Time Warner chairman and CEO Richard Parsons. "We thank Chris for all his contributions to Home Box Office over the years."

Albrecht had been chief of programming at HBO since 1995 and became CEO in 2002. He presided over the company's greatest successes with "The Sopranos" and "Sex and the City," but the company was having trouble developing its next generation of hits.

Bill Nelson, HBO's chief operating officer, will run the company until a permanent chairman is selected, Time Warner said.

Mortgage Rates Hit 2.97% APR

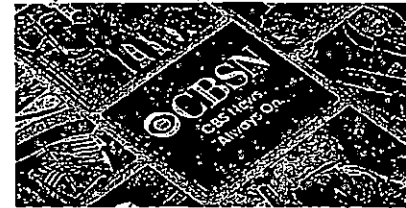
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30-Year Fixed	3.63%	3.75% APR
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5/1 ARM	2.63%	2.97% APR
Refinance	\$225,000 loan	\$904/mo

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EX-C

HBO Chief Forced Out After Assault Arrest - CBS News

Albrecht was arrested outside the MGM Grand's valet parking lot shortly after 3 a.m. on Sunday, after officers reported seeing him fight with a woman identified as his girlfriend. On Tuesday, Albrecht said he had a drinking problem and, though he had been sober for 13 years, had recently slipped back into drinking.

Of his resignation on Wednesday, Albrecht said that he did it "for the benefit of my Home Box Office colleagues, recognizing that I cannot allow my personal circumstances to distract them from the business."

The Los Angeles Times story about the 1991 incident said Albrecht had been involved with a woman who worked for him at the time at HBO Independent Productions. The company reportedly paid the settlement following an encounter that occurred after the woman told Albrecht she was dating someone else.

By David Bauder
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Woman sued nephew, said his "forceful" birthday greeting injured her



Deadly shooting at university in Arizona



Gun shop found liable in shooting of two Milwaukee police officers



Charles Koch: I'm fighting against special interests



Ga. Confederate flag supporters face terrorism charges



17 PHOTOS

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address): Dan Stormer [SB#101967]/Acervi Coromelas [SB#298305]/Brian Olney [SB#298089] HADSELL STORMER & RENICK LLP 128 N. Fair Oaks Avenue Pasadena, California 91103 TELEPHONE NO.: (626) 585-9600 FAX NO.: (626) 577-7079 ATTORNEY FOR (Name): Plaintiff Keno V. Thomas

FOR COURT USE ONLY

FILED Superior Court Of California County Of Los Angeles

OCT 29 2015

Sherrin By Kristina Vargas Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central

CASE NAME: Keno V. Thomas v. Liberty Media Corp., et al.

CIVIL CASE COVER SHEET [X] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation [] Counter [] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 599436

JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort, Contract, Provisionally Complex Civil Litigation, Other PI/PD/WD, Real Property, Unlawful Detainer, Non-PI/PD/WD, Judicial Review, Employment, Enforcement of Judgment, Miscellaneous Civil Complaint, Miscellaneous Civil Petition.

2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. Factors: a. Large number of separately represented parties, b. Extensive motion practice, c. Substantial amount of documentary evidence, d. Large number of witnesses, e. Coordination with related actions, f. Substantial postjudgment judicial supervision.

3. Remedies sought (check all that apply): a. [X] monetary, b. [X] nonmonetary; declaratory or injunctive relief, c. [X] punitive

4. Number of causes of action (specify): Seven (7)

5. This case [] is [X] is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 29, 2015

Acervi Coromelas, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding... File this cover sheet in addition to any cover sheet required by local court rule... Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

ORIGINAL

SHORT TITLE:

Keno V. Thomas v. Liberty Media Corp., et al.

CASE NUMBER

BC 599436

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.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? [checked] YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10-15 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Table with 3 columns: A Civil Case Cover Sheet Category No., B Type of Action (Check only one), C Applicable Reasons - See Step 3 Above. Rows include Auto Tort, Uninsured Motorist, Asbestos, Product Liability, Medical Malpractice, and Other Personal Injury/Property Damage/Wrongful Death.

SHORT TITLE: Keno V. Thomas v. Liberty Media Corp., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6, 11
<input type="checkbox"/> A6012 Other Promissory Note/Collections Case		2., 5, 11	
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Keno V. Thomas v. Liberty Media Corp., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

SHORT TITLE:

Keno V. Thomas v. Liberty Media Corp., et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: Starz Entertainment LLC 9242 Beverly Blvd., Suite 200
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90210

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: October 29, 2015


 (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, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the 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 in order 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.

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