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CIVIL BUSINESS OFFICE 5
CENTRAL DIVISION

2012 JUN 27 P 3 29

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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10 CALIFORNIA SUPERIOR COURT
11 COUNTY OF SAN DIEGO

12 NEW SHOW STUDIOS, LLC, a Nevada
13 Limited Liability Company,

14 Plaintiff,

15 vs.

16 SCOTT MANVILLE, a California
17 individual doing business as TV WRITERS
18 VAULT,

19 Defendant.

CASE NO. 37-2012-00099789-CU-NP-CTL

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

1. TRADE LIBEL
2. DEFAMATION IN VIOLATION
OF CAL. CIV. CODE § 45
3. UNFAIR COMPETITION IN
VIOLATION OF BUS. & PROF.
CODE § 17200 ET SEQ.
4. FALSE ADVERTISING IN
VIOLATION OF BUS. & PROF.
CODE § 17500 ET SEQ.

22 Plaintiff New Show Studios, LLC alleges as follows:

23 I. INTRODUCTION

24 1. Plaintiff New Show Studios, LLC ("NSS") brings this complaint against
25 Scott Manville, d/b/a "TV Writers Vault" ("Manville" or "Defendant") for publishing
26 unfair, false, and defamatory comments regarding NSS on Defendant's website at
27 <<www.tvwritersvault.com>>.

BY FAX

1 happy with the work NSS has done on their behalf.

2 **B. Defendant's defamatory comments**

3 10. Defendant Manville does business under the name "TV Writers' Vault".

4 11. Manville's website at <<www.tvwritersvault.com>> describes his business
5 as follows: "The Television Writers Vault streamlines the development process within the
6 Television industry by providing television Producers and Executives with an efficient
7 and protected process of reviewing original ideas and scripts by both professional and
8 aspiring writers. In doing so, we offer writers of both scripted and unscripted television
9 projects a platform of monitored exposure to leading companies and executives involved
10 in the development and production of all forms of televised programming."

11 12. Manville is NSS's direct business competitor.

12 13. In 2012, Manville published a number of false and defamatory comments
13 regarding Plaintiff on Manville's website at <<www.tvwritersvault.com>>.

14 14. Manville's defamatory comments included, without limitation, a statement
15 that he agreed with an unknown visitor to his website that NSS is operated by "scam
16 artists."

17 15. Specifically, on or about February 8, 2012, a guest on Manville's website
18 posted the following comment under a thread titled "New Show Studios – Are They
19 Legit?":

20 "Run away form them [sic] as fast as you can, the real agencies and real
21 literary agencies only would charge you commission. If you work [sic] is
22 crap, they would of [sic] told you they are not interested. If you work was
23 incredibly good, they would have sold it to a production company or any
24 other hollywood company that makes movies and TV shows. If you work
25 was sold, the agency would only get for ex: a 15% to 20% commission on
what is [sic] sells for. Any kind of company or agency that charges any
upfront fees or any printout fees are SCAM ARTISTS!!"

26 16. Previous comments in the thread titled "New Show Studios – Are They
27 Legit?" had noted that NSS asks its customers for upfront fees.

28 17. In direct response to the comment about "SCAM ARTISTS!!", Manville

1 posted the following false, misleading, and defamatory remark:

2 "Agreed. And Agents only take 10% (not 15 or 20). And here's one better...
3 When you pitch a reality show at the TV Writers Vault, you don't even
4 need an agent. If you're offered a contract, you can have an Attorney review
5 it, negotiate it, and close the deal while only taking 5%. Agents are better at
6 managing careers. Attorneys make deals."

7 18. Manville has posted other defamatory comments regarding Plaintiff,
8 including without limitation the allegation that "[m]any people are questioning their
9 process" (I.e., Plaintiff's business methods).

10 V. CAUSES OF ACTION

11 A. First Claim: Trade Libel

12 19. Plaintiff hereby incorporates the allegations raised in Paragraphs 1 through
13 18 above.

14 20. Manville has made disparaging and false statements about Plaintiff and
15 Plaintiff's business by misrepresenting that, among other things, Plaintiff's business is
16 operated by "scam artists."

17 21. Manville knew that the false statements would cause damage to Plaintiff's
18 business and reputation. At all times relevant herein, Manville knew that his conduct, as
19 alleged herein, would harm Plaintiff's business and good standing within California and
20 elsewhere, and Manville intended to cause such harm.

21 22. Manville published statements that were false and harmful to Plaintiff, and
22 Manville knew that the statements he published were false.

23 23. Manville's publication of disparaging and false statements induced others
24 not to deal with Plaintiff.

25 24. Manville's disparaging and false statements caused Plaintiff special
26 pecuniary damage by deterring potential customers from contracting for Plaintiff's
27 services.

28 25. As a proximate result of Manville's publication of disparaging and false

1 statements regarding Plaintiff, Plaintiff has lost substantial income and business and has
2 been damaged thereby in an amount subject to proof at the time of trial, but in an amount
3 believed to be in excess of one million dollars.

4 26. Plaintiff seeks an order of this Court enjoining Defendant from continuing
5 to engage in unlawful, unfair, or deceptive business practices and any other act prohibited
6 by law, including those set forth in this complaint.

7 27. Plaintiff further seeks compensatory and punitive damages in the maximum
8 amount allowable under applicable law.

9 **B. Second Claim: Defamation in Violation of Cal. Civ. Code § 45**

10 28. Plaintiff hereby incorporates the allegations raised in Paragraphs 1 through
11 27 above.

12 29. Manville has published false statements of fact about Plaintiff and about
13 Plaintiff's business by misrepresenting that, among other things, Plaintiff's business is
14 operated by "scam artists."

15 30. Manville has published the false statements in writing at
16 <<www.tvwritersvault.com>>.

17 31. Manville's false statements were and are unprivileged.

18 32. Manville's false statements have injured Plaintiff and have had a negative
19 effect on Plaintiff's business by causing Plaintiff to be shunned or avoided by potential
20 customers.

21 33. Manville published the false statements with malice in that Manville had
22 actual knowledge of their falsity or, at a minimum, Manville acted with negligent
23 disregard for the truth or falsity of his representations concerning Plaintiff.

24 34. Manville's false statements are libelous *per se* and further caused Plaintiff
25 special pecuniary damage by deterring potential customers from contracting for Plaintiff's
26 services.

27 35. Plaintiff seeks compensatory, special, and punitive damages in the
28 maximum amount allowable under applicable law.

1 **C. Third Claim: Unfair Competition in Violation of Cal. Bus. & Prof. Code §**
2 **17200 et seq.**

3 36. Plaintiff hereby incorporates the allegations raised in Paragraphs 1 through
4 35 above.

5 37. Plaintiff has suffered injury in fact and has lost money or property as a result
6 of Defendant's wrongful business practices as set forth herein.

7 38. Defendant's actions as alleged in this complaint — including without
8 limitation the false statement that Plaintiff's business is operated by "scam artists" —
9 constitute an unfair or deceptive business practice within the meaning of California
10 Business and Professions Code section 17200 in that Defendant's actions are unfair,
11 unlawful, and fraudulent, and because Defendant has made unfair, deceptive, untrue or
12 misleading statements in advertising media, including the internet, within the meaning of
13 California Business and Professions Code section 17500, et seq.

14 39. Defendant's business practices, as alleged herein, are unfair because they
15 offend established public policy and are immoral, unethical, oppressive, unscrupulous
16 and/or substantially injurious to consumers in that consumers are potentially misled by
17 Defendant's false statements set forth herein.

18 40. Defendant's business practices alleged herein are unlawful because the
19 conduct constitutes false marketing and advertising and other causes of actions alleged
20 herein.

21 41. Defendant's business practices as alleged herein are fraudulent because they
22 are likely to deceive customers into believing, among other things, that Plaintiff's business
23 is operated by "scam artists".

24 42. Pursuant to section 17203 of the California Business and Professions Code,
25 Plaintiff seeks an order of this Court enjoining Defendant from continuing to engage in
26 unlawful, unfair, or deceptive business practices and any other act prohibited by law,
27 including those set forth in this complaint.

28 43. Plaintiff further seeks restitution of all money and property Manville

1 wrongfully obtained by means of his unlawful, unfair, or deceptive business practices.

2 **D. Fourth Claim: False Advertising in Violation of Cal. Bus. & Prof. Code §**
3 **17500 et seq.**

4 44. Plaintiff hereby incorporates the allegations raised in Paragraphs 1 through
5 43 above.

6 45. Defendant Manville published untrue or misleading advertising that
7 Manville knew, or reasonably should have known, to be untrue or misleading.

8 46. Defendant Manville published the false and misleading statements,
9 including without limitation the statement that Plaintiff's business is operated by "scam
10 artists", in connection with Manville's publicly-disseminated offer of his own services on
11 Manville's <<www.tvwritersvault.com>> website.

12 47. Defendant's statements concerning Plaintiff were false and misleading and
13 likely to deceive Plaintiff's potential customers concerning the nature of Plaintiff's
14 business.

15 48. As a direct and proximate result of Defendant's misleading and false
16 advertising, Plaintiff's potential customers have been misled, and Plaintiff has suffered
17 injury in fact and has lost money or property.

18 49. The misleading and false advertising described herein presents a continuing
19 threat to Plaintiff in that Defendant persists and continues to engage in these practices, and
20 will not cease doing so unless and until forced to do so by this Court. Defendant's conduct
21 will continue to cause irreparable injury to Plaintiff and to consumers unless enjoined or
22 restrained.

23 50. Pursuant to section 17535 of the California Business and Professions Code,
24 Plaintiff seeks an order of this Court enjoining Defendant from continuing to engage in
25 false advertising and any other act prohibited by law, including those set forth in this
26 complaint.

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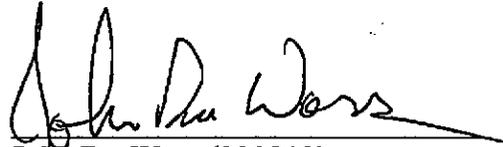
VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court grant judgment in favor of NSS and against Defendant Manville as follows:

1. For compensatory and special damages in amounts proved, as well as statutory damages;
2. For restitution and disgorgement of all money or property wrongfully obtained by Defendant by means of his herein-alleged unlawful, unfair, and fraudulent business practices;
3. For punitive damages in the maximum amount permitted under applicable law;
4. For interest thereon, in the maximum amount allowable under applicable law;
5. For an award of attorneys' fees and costs in the maximum amount permitted under applicable law;
6. For temporary, preliminary, and permanent injunctive relief enjoining Manville from continuing to engage in the wrongful practices alleged herein; and
7. For such other and further relief as this Court may deem just and proper.

DATED this 27th day of June, 2012.

NEWMAN DU WORS LLP

By: 

John Du Wors (233913)
Attorneys for Plaintiff