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8 REBEL WILSON and CAMP SUGAR PRODUCTIONS PTY LTD Derivatively on behalf of  
DUNBURN DEBUTANTES COMMISSIONING COMPANY PTY LTD

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 AMANDA GHOST, an individual; GREGOR  
12 CAMERON, an individual; and VINCE  
13 HOLDEN, an individual,

14 Plaintiffs,

15 v.

16 REBEL WILSON, an individual; and Does 1-  
17 50, inclusive,

18 Defendant.

19 REBEL WILSON, an individual; CAMP  
20 SUGAR PRODUCTIONS PTY LTD, an  
Australian Private Company; REBEL WILSON  
21 and CAMP SUGAR, Derivatively on behalf of  
DUNBURN DEBUTANTES  
22 COMMISSIONING COMPANY PTY LTD, an  
Australian Proprietary Company,

23 Cross-Complainants,

24 vs.

25 AMANDA GHOST, an individual; GREGOR  
26 CAMERON, an individual; VINCE HOLDEN,  
an individual; A.I. FILM PRODUCTION  
27 LIMITED, a United Kingdom Private Limited  
Company; UNIGRAM MEDIA LIMITED, a  
28 United Kingdom Private Limited Company;  
DUNBURN DEBUTANTS PTY LTD, an

**Case No.: 24STCV17314**

**(Unlimited Jurisdiction)**

**CROSS-COMPLAINT FOR:**

1. **BREACH OF CONTRACT;**
2. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
3. **BREACH OF FIDUCIARY DUTY;**
4. **FALSE IMPRISONMENT;**
5. **INTENTIONAL MISREPRESENTATION;**
6. **FRAUDULENT INDUCEMENT;**
7. **RESCISSION BASED ON UNDUE INFLUENCE;**
8. **RESCISSION BASED ON DURESS;**
9. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 Australian Proprietary Company; and DOES 1  
2 through 30, inclusive,

3 Cross-Defendants.

4 and

5 DUNBURN DEBUTANTES  
6 COMMISSIONING COMPANY PTY LTD, an  
7 Australian Proprietary Company;

8 (Nominal Cross-Defendant on Derivative  
9 Causes of Action)

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Deadline

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT, individually, and derivatively on behalf of Dunburn  
3 Debutantes Commissioning Company Pty Ltd (“**DDCCPL**”), Cross-Complainants Rebel Wilson,  
4 (“**Wilson**”), and Camp Sugar Productions Pty Ltd. (“**Camp Sugar**”) (collectively, “**Cross-**  
5 **Complainants**”), by and through their counsel, file this complaint against Cross-Defendants  
6 Amanda Ghost (“**Ghost**”), Gregor Cameron (“**Cameron**”), Vince Holden (“**Holden**”), A.I. Film  
7 Production Limited (“**AI Film**”), Unigram Media Limited (“**Unigram**”), Dunburn Debutants Pty  
8 Ltd (“**DDPL**”) (collectively “**Cross-Defendants**”), and DOES 1-30, hereby alleges:

9  
10 **I. INTRODUCTION**

11 1. This case revolves around the film *The Deb* (the “**Film**” or “**Project**”), which was  
12 recently featured at the prestigious 2024 Toronto International Film Festival (“**TIFF**” or the  
13 “**Festival**”). At its core are three co-producers—Ghost, Cameron, and Holden—who operated under  
14 the delusion that they could act at the expense of others with complete impunity. Their involvement  
15 in the Film was marked by a troubling pattern of egregious and illicit behaviors, including theft,  
16 bullying, and sexual misconduct. When these despicable actions were reported by Rebel Wilson—  
17 the film’s director, writer, and star actress—the trio resorted to the “Amanda Ghost strategy” of  
18 intimidation and bullying to silence her and evade accountability. This strategy embodies a relentless  
19 cycle of manipulation and coercion that Wilson has endured since October 2023, showing no signs  
20 of abating. While many of Ghost's past victims—which include countless individuals—have fallen  
21 prey to her ruthless tactics that have derailed countless lives and careers, Wilson stands resolute. She  
22 is determined to fight not only for herself but also for *The Deb* and for all those who have silently  
23 suffered from Ghost's reprehensible actions over the years. Now, Amanda Ghost’s transgressions  
24 will be brought to light.

25 2. Amanda Ghost is no stranger to controversy. Before inducing Wilson to partner with  
26 her on *The Deb*, Amanda Ghost failed to disclose her extensive history of seedy practices and  
27 unethical behavior, both in business and her personal life, including, without limitation, self-dealing,  
28 pilfering intellectual property, shelving projects of popular artists due to personal vendettas, treating

1 staff and artists poorly, and otherwise ruining promising careers and projects. For example, Ghost  
2 failed to disclose the following:

- 3 • Ghost’s career was launched in large part through her theft of intellectual  
4 property of artists such as James Blunt (“**Blunt**”). With respect to the  
5 song, “You’re Beautiful,” Ghost lied about her contributions and  
6 bombastically claimed an ownership percentage to it of which she was  
7 wholly undeserving. Although she stole partial ownership of the song at  
8 Blunt’s expense, she would later use her association with the song as the  
9 platform to set up the rest of her career.
- 10 • Later, Ghost targeted Blunt again. Ghost audaciously made the unfounded  
11 claim that she wrote the song "Wise Men", despite clear evidence proving  
12 that the song was actually penned by Blunt in 1995, years before her  
13 alleged authorship.
- 14 • After misleading people into believing she had written hit songs such as  
15 “You’re Beautiful,” Epic Records hired her as president in 2009.  
16 Throughout her brief tenure, Ghost was often described as volatile,  
17 unpredictable, and was prone to violent outbursts. Countless reports have  
18 surfaced of tremendously unprofessional behavior. Sources have noted  
19 that Ghost openly smoked marijuana at work<sup>1</sup>, imposed her songwriting  
20 on artists for selfish gain, and displayed erratic conduct including  
21 throwing objects across the room during meetings. After just 20 months,  
22 Ghost was terminated from Epic Records. The final straw occurred at the  
23 2010 CMJ music conference when an inebriated Ghost interrupted  
24 Augustana’s performance to berate the staff and shout, “Who booked this  
25 fucking place? It sounds like shit!” before abruptly ending the  
26 performance and utterly astonishing those in attendance.

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<sup>1</sup> One former staffer says Ghost’s motto was “If you don’t smoke pot, you can’t work here!”

- 1 • Upon information and belief, numerous artists including, but not limited  
2 to, Shakira, Amy Wadge, and Sara Bareilles, have faced troubling  
3 experiences with Ghost, who aggressively coerced her way into claiming  
4 ownership of songs that were not rightfully hers. She has also bullied  
5 artists into including her as a “writer” on their songs and albums solely to  
6 secure royalties for her own benefit.
- 7 • Upon information and belief, Ghost is known to deliberately and  
8 recklessly misappropriate artists' album advances until she deprives them  
9 of funds to create their albums. She has done this to several notable artists  
10 over the years;
- 11 • While working for Epic Records and Warner Music, Ghost was known to  
12 block and interfere with various artists' album releases. She often did so to  
13 strong-arm them into complying with her demands which usually required  
14 them to give Ghost certain songwriting credits among other demands. This  
15 unjust and economically damaging behavior has impacted numerous  
16 projects and artists, including well-known talents such as Shakira, Brandy,  
17 and most recently, Rebel Wilson.
- 18 • Since being disgraced with her termination at Epic Records, Ghost  
19 reemerged some years later reinventing herself as a ‘producer’ in the  
20 television, film, and stage space. Here, Ghost has continued to flout basic  
21 decency and, quite often, the law. For example, on the set of *The Deb*,  
22 Ghost and her husband Cameron were heard boasting about embezzling  
23 funds from other creative projects they had partnered on, including the  
24 film *TETRIS*, where they claimed to have falsely represented expenditures  
25 for line items that they instead pocketed for themselves.
- 26 • Beyond being a white-collar thief, Hollywood rumors have swirled about  
27 Ghost’s canny ability to groom young women, swooning them with gifts  
28 of glamour and promises of fame and fortune, before peddling them to the

1 ultra-wealthy. Through this service, a talentless Ghost has carved her lane  
2 in the entertainment industry and ensured countless second chances  
3 despite routinely squandering them all with her malfeasance and thirst for  
4 destruction. She has been referred to as the “Indian Ghislaine Maxwell.”

- 5 • Amanda Ghost has accumulated numerous enemies over the years. In fact,  
6 a website has emerged that exposes some of her darker dealings, which  
7 can be found at ‘[amandaghost.com](http://amandaghost.com)’ and ‘[amandaghostsucks.com](http://amandaghostsucks.com)’.  
8 Despite countless individuals alleging that Ghost has devastated their  
9 lives, she now shifts the blame onto Wilson, ignoring the long list of  
10 adversaries she has made throughout her career.

11 3. Sadly, Ghost’s history of misconduct followed her to the set of *The Deb* and was  
12 bolstered by both her husband, Cameron, and producer Holden, who followed her lead.

13 4. Gregor Cameron, Ghost’s husband, is often seen as her enforcer. A film producer at  
14 Unigram, a company backed by Access Industries, Cameron is known for his reliance on physical  
15 intimidation and coercive tactics. These are the very tactics deployed on Wilson which were  
16 designed to both silence her and undermine her rights to the Film. Apparently, Cameron too has a  
17 history of dishonesty having admitted to embezzling funds from films like *TETRIS* before turning to  
18 theft in connection with *The Deb*.

19 5. Vince Holden is the Head of Finance for A.I. Film and the financial mastermind  
20 behind the Film’s budget. Unfortunately, Holden appears to have been corrupted by Ghost and  
21 Cameron and was roped into their fraudulent scheme to steal money from the film’s budget as  
22 discussed more fully herein.

23 6. On the other hand, Wilson—an Australian actress, comedian, writer, and producer—  
24 is celebrated for her vibrant personality and unique comedic style. As one of the most accomplished  
25 figures in the entertainment industry, she has starred in some of the highest-grossing musical  
26 comedies of all time, solidifying her status as Australia’s foremost female comedy export. Wilson  
27 gained widespread acclaim for her breakout role in *Pitch Perfect* and has since showcased her  
28 exceptional talent in numerous successful comedies, effortlessly blending her skills in acting and

1 singing. Her impressive versatility has allowed her to transition seamlessly into writing, producing,  
2 and directing, further demonstrating her creative prowess. With numerous accolades and prestigious  
3 award nominations to her name, Wilson has emerged as a powerful advocate for body positivity and  
4 inclusivity in Hollywood. Beyond her achievements in film and television, her charismatic presence  
5 also shines through in stage performances and stand-up comedy, making her a beloved figure across  
6 multiple platforms. Her inspiring journey from a young girl in Sydney to a global superstar stands as  
7 a testament to her talent, resilience, and unwavering dedication to her craft.

8           7.       Because of Wilson’s impressive résumé, in 2022, Ghost, on behalf of AI Film and  
9 Unigram, approached her and offered a partnership whereby they agreed to fully finance the creation  
10 of *The Deb* (to which Wilson owned the intellectual property) in exchange for a partnership in the  
11 Film. As a part of the deal, the Cross-Defendants required Wilson to be heavily involved in the  
12 project as a writer, director, and co-star. To induce Wilson into a partnership and to secure her  
13 extensive involvement, Cross-Defendants promised Wilson, *inter alia*, (1) a shared writing credit in  
14 the Film, and (2) a record label deal with Warner.<sup>2</sup> It was further promised that under the record  
15 label, which was to be called “Rebellionaire,” Wilson would release the soundtrack of the movie,  
16 retain ownership of the intellectual property rights to the soundtrack’s music, and maintain the  
17 freedom to sign young Australian artists to the label, including the future cast members of *The Deb*  
18 (“**Cross-Defendants’ Representations**”). Based on these representations, Wilson reasonably  
19 believed they were capable of delivering on these promises and agreed to partner with Ghost, AI  
20 Film, and Unigram.

21           8.       *The Deb* is a wonderfully uplifting independent film about two young women from  
22 different backgrounds searching for self-acceptance and a date to the debutante ball. This film was  
23 brought to vibrant life through the dedication of Australia’s finest cast and crew as well as Rebel  
24 Wilson’s multidimensional involvement as a writer, actress, producer, and female director.

25           9.       Notwithstanding Wilson and the cast and crew’s collective tireless efforts to create a  
26 film worthy of lasting success, Ghost, Cameron, and Holden have undermined the Project every step  
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28 <sup>2</sup> Warner was acquired by Access Industries in 2011. Access Industries is also the parent company to Unigram which Ghost and Cameron are executives of.

1 of the way. First, by engaging in reprehensible and unlawful conduct, which, as detailed herein,  
2 included Ghost sexually harassing the lead actress of the Film and the trio scheming to embezzle  
3 from the Film’s budget. Two, by bullying Wilson in an attempt to silence her after lodging  
4 complaints about their misconduct. And three, by retaliating against Wilson for exposing them by,  
5 among other things, continuously bullying and harassing her, coercing her signature on numerous  
6 agreements under duress, and intentionally making both the completion of the Film and its sale  
7 difficult.

8 10. In October 2023, Wilson reported to the Project’s Executive Producer (“**EP**”), Danny  
9 Cohen (“**Cohen**”), the following misconduct:

10 a. During pre-production of the Film, Wilson was unnerved to learn that the lead  
11 actress of the Film, Charlotte MacInnes (“**MacInnes**”) was being sexually harassed by Ghost.  
12 Wilson discovered and reported that Ghost forced MacInnes to live in her Bondi Beach penthouse  
13 apartment with her, that Ghost took a shower and a bath with MacInnes—which MacInnes reported  
14 made her feel uncomfortable—and that Ghost was overheard making overtly sexual remarks to  
15 MacInnes on set. Notably, *The Deb* was MacInnes first professional film role at just 24 years old  
16 while Ghost was over double her age at 50 years old<sup>3</sup>. Moreover, Ghost’s highly inappropriate and  
17 sexually harassing behavior towards MacInnes caused her to suffer a breakdown;

18 b. Ghost, Cameron, and Holden had embezzled AU\$ 900,000 from the Film’s  
19 budget to be split between them (above and beyond their sizable producing fees). Wilson learned this  
20 information despite their best efforts to conceal their theft.

21 11. Despite the collaboration on the Film, the relationship between Ghost, Cameron, and  
22 Holden, on one hand, and Wilson on the other, deteriorated dramatically when Wilson discovered  
23 and reported their involvement in egregious misconduct.

24 12. Cohen is an Executive Producer on the Project. He was granted a significant level of  
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26 <sup>3</sup> Deep concerns about MacInnes’s well-being remain. In May 2024, during post-production, Cameron insisted on  
27 escorting MacInnes to a studio ADR session in Boston, causing her to arrive an hour late. He also imposed a bizarre  
28 condition that no cameras be allowed in the studio; otherwise, he threatened to prevent her from entering and fulfilling  
her obligations. Additionally, Wilson and others have been barred from communicating with MacInnes outside the  
presence of Ghost and Cameron. For example, MacInnes did not attend the TIFF world premiere of the Film despite it  
being an incredible opportunity for a young actress in her first film role. Upon information and belief, Ghost and  
Cameron forbade her from attending the world premiere.



1 authority in overseeing the production of *The Deb* by virtue of his position with Access  
2 Entertainment, a subsidiary of Access Industries which backs Unigram. Due to Cohen's oversight  
3 and position as an EP, Wilson and her team of professionals reported the aforementioned misconduct  
4 to Cohen on at least four (4) occasions via both verbal and written communications (with several  
5 other conversations about the complaints taking place in between). To Wilson's astonishment,  
6 Cohen has not only ignored their misbehavior but has tacitly endorsed it by failing to take any action  
7 to address the misconduct. Unfortunately, Cohen has a history of protecting the reputation of vile  
8 predators such as Ghost. This situation bears a troubling resemblance to the events at the BBC,  
9 where Cohen, the Director of BBC Television at the time, feigned ignorance of emails warning  
10 about Jimmy Savile's ("Savile") unsavory character before airing a tribute to him. Savile is now  
11 infamously known for sexually abusing hundreds of individuals, including some on BBC premises.  
12 In addition to the widespread awareness of Savile's dark and depraved behavior among Cohen and  
13 others at the BBC, Cohen was explicitly warned through emails. Nonetheless, Cohen chose to air the  
14 highly controversial tribute of a depraved predator. The parallels between Cohen's dismissive  
15 response to the appalling information about Savile and his equally inadequate handling of the  
16 complaints against Ghost are alarmingly striking.

17 13. Following Wilson's reports of misconduct, Ghost, Cameron, and Holden orchestrated  
18 a malicious and unyielding retaliatory campaign directed at her.

19 14. Soon after she reported their misconduct, Holden and Ghost held a "mandatory"  
20 Zoom where they verbally abused Wilson and threatened to take Wilson's stage rights in the Project  
21 as punishment for unveiling the truth. They further threatened to halt the Film's production, even  
22 demanding Wilson halt work despite being at a critical juncture for the Film.

23 15. Approximately one week later, Cameron unlawfully imprisoned Wilson and two  
24 local Australian producers by confining them in a small room and refusing to let them leave. While  
25 they were trapped, Cameron unleashed a barrage of verbal assaults and intimidation tactics, further  
26 escalating the hostile situation. He also repeatedly threatened to terminate the Project and  
27 immediately fire its approximately 300 cast and crew members unless Wilson capitulated to his  
28 unreasonable demands to sign a document he presented to her. Under substantial duress, he coerced  
her into signing a document stating she withdrew her complaint about Ghost's sexual misconduct

1 toward MacInnes.

2 16. Using the same aggressive threats—specifically, the potential termination of the  
3 Film’s production, Wilson’s roles, and the employment of the entire cast and crew—Ghost and  
4 Cameron strong-armed Wilson into signing various documents against her will. Cameron also  
5 resorted to physical intimidation tactics to secure Wilson’s signature, further exacerbating the  
6 coercive atmosphere. These documents included provisions that purported to transfer important  
7 intellectual property rights related to the Film, including rights to the soundtrack music, that Wilson  
8 possessed. This frightening conduct eventually led to Wilson hiring personal security on the set of  
9 *The Deb* so that she could finish the Film without daily threats and intimidation.

10 17. In addition to the foregoing, Ghost and Cameron regularly abused the Film’s budget  
11 demanding reimbursement for personal expenditures. They amassed excessive and unjustifiable  
12 expenses, including: (i) renting luxurious penthouse apartments for personal vacations *after* filming  
13 concluded, (ii) flying a young woman from the UK to Australia purely for Cameron’s leisure, (iii)  
14 renting high-end sports cars, and (iv) booking extravagant studio time that Ghost shamelessly used  
15 for parties. Their reckless actions not only drained the budget but also reflected a complete disregard  
16 for the integrity of the Project. Upon information and belief, they also misappropriated an album  
17 advance of 250,000 GBP which was earmarked for the production of the soundtrack.

18 18. Moreover, Ghost, Cameron, and Holden relentlessly disparaged Wilson, who had  
19 devoted five years of tireless effort to bring this Project to life and was a key creative force behind  
20 the Film. In a calculated act of retaliation, they frequently belittled Wilson in front of both cast and  
21 crew, seeking to undermine her contributions and diminish her standing within the Project. This  
22 disparagement has continued to this day. Upon information and belief, Ghost recently contacted  
23 people in both the film and music industry offering them enticements to spread false and malicious  
24 gossip about Wilson and offer support for Ghost in public forums. Such persons include convicted  
25 felon Boy George who posted a belligerent video to his Instagram blindly supporting Ghost.

26 19. Nevertheless, the Film garnered interest from several film festivals and secured a  
27 prestigious invitation to world premiere at the TIFF coveted closing night slot. However, due to the  
28 vendetta against Wilson for exposing their reprehensible behavior, Ghost, Cameron, and Holden  
threatened to block the Film from appearing and/or to shelve the Project altogether. This was done

1 solely to distress Wilson.

2 20. Not only has Wilson faced threats, but her friends have also been targeted with  
3 intimidation. Wilson's friends have been threatened that if they dare testify on Wilson's behalf,  
4 "they will be sued!"

5 21. The relentless bullying and harassment of Wilson (and those close to her) has  
6 persisted unabated to this day. Having endured such mistreatment, Wilson is determined to hold  
7 Cross-Defendants accountable and seek justice for their lies, manipulation, bullying, misconduct,  
8 and flagrant theft.

9 **II. PARTIES**

10 22. Cross-Complainant Wilson is, and at all times relevant was, an individual residing in  
11 Los Angeles, California. Wilson is a producer, writer, actress, and director of the Film. Wilson is a  
12 director of DDCCPL.

13 23. Cross-Complainant Camp Sugar Productions Pty Ltd. is, and at all times relevant  
14 was, an Australian Private Company. At all relevant times, Camp Sugar was authorized to do  
15 business in Los Angeles, California.

16 24. Nominal Defendant Dunburn Debutantes Commissioning Company Pty Ltd is, and at  
17 all times relevant was, an Australian Proprietary Company. The company's members are Camp  
18 Sugar and A.I. Film.

19 25. Cross-Defendant Dunburn Debutants Pty Ltd is, and at all times relevant was, an  
20 Australian Proprietary Company. This company's sole member is DDCCPL.

21 26. Cross-Defendant Amanda Ghost is, and at all times relevant was, an individual  
22 residing in the United Kingdom. She is the current Chief Executive Officer of both AI Film and  
23 Unigram. Ghost is also a co-producer on the Film with Wilson, Cameron, and Holden.

24 27. Cross-Defendant Gregor Cameron is, and at all times relevant was, an individual  
25 residing in the United Kingdom. He is the co-founder of Unigram. He is also a co-producer on the  
26 Film with Wilson, Ghost, and Holden. Cameron is a director of DDCCPL and DDPL.

27 28. Cross-Defendant Vince Holden is, and at all times relevant was, an individual  
28 residing in the United Kingdom. He is a producer with AI Film and a co-producer on the Film with

1 Wilson, Ghost, and Cameron. Holden is a director of DDCCPL and DDPL.

2 29. Cross-Defendant Danny Cohen is, and at all times relevant was, an individual  
3 residing in the United Kingdom. He is an Executive Producer on the Film.

4 30. Cross-Defendant A.I. Film Production Limited is, and at all relevant times was, a  
5 United Kingdom Private Limited Company doing business in the County of Los Angeles, State of  
6 California. AI Film is a film production company.

7 31. Cross-Defendant Unigram Media Limited is, and at all relevant times was, a United  
8 Kingdom Private Limited Company doing business in the County of Los Angeles, State of  
9 California. Unigram is the sister company to AI Film and a film co-production company.

10 32. DOES 1 through 30 are individuals and/or entities whose true names and capacities  
11 are currently not known to Cross-Complainants. DOES 1 through 30 are legally responsible and  
12 liable to Cross-Complainants to the extent of the liability of the named Cross-Defendant. Cross-  
13 Complainants will seek leave of the Court to amend this Complaint to reflect the true names and  
14 capacities of the Cross-Defendant designated herein as Does when such identities and capacities  
15 become known.

16 33. At all times relevant herein, each of the Cross-Defendant were the agent(s),  
17 servant(s), employee(s), joint-venturer(s), partner(s), and/or alter ego(s) of each of the named Cross-  
18 Defendants herein and were at all times operating and acting within the purpose and scope of said  
19 agency, service, employment, joint venture, partnership and/or alter ego. Each Cross-Defendant has  
20 rendered substantial assistance and encouragement to the other Cross-Defendants, acting in concert  
21 knowing that its conduct was wrongful and/or unlawful, and each Cross-Defendant has ratified and  
22 approved the acts of each of the remaining Cross-Defendants.

23 34. Cross-Complainants allege on information and belief that, at all times relevant hereto,  
24 Cross-Defendants, were the agent, servant, employee and/or representative of each of the other  
25 Cross-Defendants and, in doing the things herein alleged, was acting within the course and scope of,  
26 and pursuant to, said agency, services, employment and/or representation.

27 35. Cross-Complainants are informed and believe that all Cross-Defendants were acting  
28 at all relevant times as the authorized agents and/or employees and/or joint venturers and/or co-

1 conspirators of all other Cross-Defendant, with the full knowledge of each Cross-Defendant's acts  
2 and omissions, as alleged herein, and that each Cross-Defendant ratified each and every act and/or  
3 omission of each and every other Cross-Defendant, as alleged herein.

4         36.       Additionally, Cross-Complainants allege on information and belief that AI Film and  
5 Unigram at all times relative to this action were the alter egos of one another and that there exists,  
6 and at all times herein mentioned there existed, a unity of interest and ownership between AI Film  
7 and Unigram named herein, such that any individuality and separateness between AI Film and  
8 Unigram has ceased.

9         37.       Adherence to the fiction of the separate existence of AI Film and Unigram as an  
10 entity distinct from each other would permit an abuse of the corporate privilege and would sanction  
11 fraud and promote injustice in that the fraudulent misrepresentations and acts alleged herein  
12 benefitted AI Film or Unigram as alleged herein.

13                 a.       At all times relevant hereto, Unigram was the alter egos of AI Film, and there  
14 exists, and at all times herein mentioned has existed, a unity of interest and ownership between AI  
15 Film such that any separateness between them has ceased to exist in that AI Film completely  
16 controlled, dominated, managed, and operated Unigram to suit his convenience.

17                 b.       Specifically, at all times relevant hereto, Unigram (1) controlled the business  
18 and affairs of AI Film, including any and all of its affiliates; (2) commingled the funds and assets of  
19 the corporate entities, and diverted corporate funds and assets for his own personal use; (3)  
20 disregarded legal formalities and failed to maintain arm's length relationships among the corporate  
21 entities; (4) inadequately capitalized AI Film; (5) used the same office or business location and  
22 employed the same employees for all the corporate entities; (6) held himself out as personally liable  
23 for the debts of the corporate entities; (7) used the corporate entities as a mere shells,  
24 instrumentalities or conduits for itself and/or its individual businesses; (8) used the corporate entities  
25 to procure labor, services or merchandise for another person or entities; (9) manipulated the assets  
26 and liabilities between the corporate entities so as to concentrate the assets in one and the liabilities  
27 in another; (10) used corporate entities to conceal their ownership, management and financial  
28 interests and/or personal business activities; and/or (11) used the corporate entities to shield against  
personal obligations, and in particular the obligations as alleged in this Complaint.

1 c. At all times relevant thereto, AI Film was not only influenced and governed  
2 by Unigram, but there was such a unity of interest and ownership that the individuality, or  
3 separateness, of Unigram and AI Film has ceased, and that the facts are such that adherence to the  
4 fiction of the separate existence of these entities would, under the particular circumstances, sanction  
5 a fraud or promote injustice.

6 d. Thus, under the alter ego doctrine, AI Film and Unigram are liable for all  
7 damages caused by the wrongful conduct alleged in this complaint.

### 8 **III. JURISDICTION AND VENUE**

9 38. This court has jurisdiction over Cross-Defendants because they are persons and  
10 entities with sufficient minimum contacts in California, are citizens of California, and/or otherwise  
11 intentionally availed themselves of the California market so as to render the exercise of jurisdiction  
12 over them by the California courts consistent with traditional notions of fair play and substantial  
13 justice.

14 39. Venue is proper in the Superior Court of California, County of Los Angeles pursuant  
15 to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability  
16 arose there because at least some of the acts, omissions, and injuries that are the subject matter of  
17 this Complaint occurred therein and/or each Defendant either is found, maintains offices, at the  
18 relevant times transacted or transacts business, exists, and/or has an agent therein.

### 19 **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

#### 20 **A. Through the Rebel Wilson Theatremakers Scholarship, “The Deb” Was 21 Created.**

22 40. In collaboration with The Australian Theatre for Young People, the Rebel Wilson  
23 Theatremakers Scholarship (formerly The Rebel Wilson Comedy Commission) was established,  
24 offering recipients a prestigious year-long mentorship by Wilson alongside the Australian Theatre  
25 for Young People (ATYP). The recipient is awarded \$20,000 to write a script and develop a  
26 theatrical project with guidance and support from Wilson. In 2019, Hannah Reilly (“**Reilly**”) was  
27 selected as the scholarship prize winner with her brief synopsis submission of “The Deb.”

28 41. Following three years of development with Wilson, and ARIA award-winning  
composer Meg Washington (“**Washington**”), Reilly transcribed the workshop script into a first draft

1 of the Film in May 2022.

2 42. At the demand of AI Film and Unigram, Rebel meticulously built on Reilly's and the  
3 team's work. From May 2022 onward, Wilson assumed essentially all writing responsibilities of the  
4 Project. Wilson was unequivocally the driving force behind the Film; she initiated *The Deb* through  
5 her scholarship, mentored an emerging writer (Reilly) in crafting and structuring the initial draft of  
6 the script, and influenced the plot, characters, and music amongst other things. She refined the script  
7 through multiple drafts, including the shooting script, and took on the roles of director and  
8 supporting actor. All of these roles influenced the creative elements of the Project. Without a doubt,  
9 Wilson's influence permeated every facet of the Film.

10 **B. The Parties Agree to Partner in the Film.**

11 43. Following the staged workshop production of the Project, Wilson sought independent  
12 financing to make *The Deb* a successful feature film.

13 44. On or about May 14, 2022, Wilson met with Ghost, at the Hotel Bel-Air in Los  
14 Angeles, California, to discuss financing for and a partnership related to the Film. Because of  
15 Wilson's demonstrable success in film, Ghost, on behalf of Unigram and A.I. Film, was eager to  
16 arrange funding for the Film and partner with Wilson on this endeavor. Nevertheless, Ghost would  
17 not agree to finance a multi-million-dollar project led by the unknown writer Reilly. Instead, in order  
18 for the Film to receive funding, Ghost mandated that Wilson would have to assume all writing  
19 responsibilities due to her unparalleled expertise in musical comedies. In a bid to procure Wilson's  
20 heavy involvement in the Film (i.e. writing, directing, and acting), Ghost offered her a guaranteed  
21 shared writing credit with Reilly. Ghost also offered Wilson a record label deal under Warner  
22 Music<sup>4</sup>, which she represented she was authorized to do. Ghost claimed that she "ran Warner  
23 Music" and had the power to make deals on their behalf. Ghost further promised that if Wilson  
24 accepted their funding, Wilson would (i) retain ownership of the intellectual property related to the  
25 music on the soundtrack, (ii) release the soundtrack for the Film through Warner Music under her  
26 own imprint label called "Rebellionaire", and (iii) she would maintain the freedom to sign other  
27 artists to her label including those cast in the Film (the terms promised and agreed to in this  
28

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<sup>4</sup> The label was to be titled "Rebellionaire."

1 paragraph are referred to as the “**AI Film/Unigram & Wilson Oral Agreement**”). Based on these  
2 promises, Wilson was induced to partner with Ghost, Unigram, A.I. Film, to create the Film. On this  
3 date, a binding oral agreement was formed. The terms of the AI Film/Unigram & Wilson Oral  
4 Agreement were reiterated on several occasions thereafter.

5 45. Based on this agreement, Wilson executed her duties as the director, writer, and co-  
6 star with unwavering commitment and dedication. Furthermore, in reliance on this agreement,  
7 Wilson never formally pitched the project to any other potential investors.

8 46. On September 30, 2022, a formal meeting was held between Wilson, Ghost,  
9 Cameron, Vince Holden, and Wilson’s UK representative, Charles Collier. At this meeting, the  
10 terms of a “Co-Production Deal” were discussed between Wilson’s company, Camp Sugar, and AI  
11 Film. Wilson reaffirmed her consent to form a partnership around the Film based on the  
12 aforementioned terms. Accepting this deal effectively placed Wilson “off the market” for other  
13 Hollywood films for at least a year, costing her millions in potential earnings. Despite this sacrifice,  
14 Wilson remained passionately committed to the Project eager to create original Australian comedic  
15 content, trusting that the Cross-Defendants would honor the AI Film/Unigram & Wilson Oral  
16 Agreement.

17 47. Over the course of the following months, several meetings took place both in person  
18 and over Zoom whereby Ghost confirmed the mutually accepted terms. In fact, between February 1,  
19 2023 and February 9, 2023, Ghost stayed at Wilson’s ‘office house’ in West Hollywood, California,  
20 and continued to reiterate the terms of the AI Film/Unigram & Wilson Oral Agreement including,  
21 but not limited to, the shared writing credit and the record label deal.

22 48. On February 27, 2023, Camp Sugar and AI Film entered into a Co-Production Deal  
23 Memo (“**Co-Production Deal**”).

24 49. Pursuant to the AI Film/Unigram & Wilson Oral Agreement, in or around March  
25 2023, Wilson delivered the official second draft of the script. Dozens of emails from AI Film and  
26 Unigram representatives further validate the understanding that Wilson was managing all writing  
27 responsibilities. As a writer, Wilson penned *all further drafts of the script* including the second,  
28 third, and fourth drafts, the pre-production drafts, the shooting draft and final shooting script, and all



1 subsequent post-production writing. Based on the foregoing, Wilson had no reason to believe she  
2 would not be given a writing credit on the Film. Likewise, Wilson had no reason to believe she  
3 would not receive an appropriate record label, which has not occurred due to Ghost's conduct.

4 **C. Wilson Reports Ghost, Cameron, and Holden's Criminal Misconduct**

5 **i. Ghost, Cameron, and Holden Embezzle AU\$ 900,000 from the Film's**  
6 **Budget.**

7 50. Beginning in July 2023, Wilson, as the director and originating producer, repeatedly  
8 requested that Cameron provide her with a copy of the film's budget. Despite his clear obligation to  
9 do so, Cameron deliberately and unlawfully withheld the budget report from her for months. At one  
10 point, Cameron and Ghost informed local Australian producers that the trio would be awarding  
11 funds to themselves, instructing the local production team to conceal this information from Wilson  
12 and relevant government funding bodies. Their scheme aimed to misappropriate the embezzled  
13 "fees" for personal gain, despite having no entitlement or authorization to do so. This plan also  
14 involved inflating the budget to collect Australian government rebates that could reach up to 40% of  
15 the total budget.

16 51. In an email on August 14, 2023, Cameron instructed a local producer that he would  
17 "like to alter the budget so that we...add in \$300k against EP AI (AI Film)...add in \$300k for Music  
18 Producer (Amanda)...Add in \$300k for Producer (Gregor)...keep the Unigram/Camp Sugar budget  
19 line as it was." Despite pressure from Cameron and his explicit instructions to conceal their unethical  
20 behavior, the local producers courageously shared the budget with Wilson.

21 52. It wasn't until in or around October 2023, that Wilson was informed Ghost, Cameron,  
22 and Holden had stolen significant funds from Film. Shockingly, it was revealed that they embezzled  
23 approximately A\$ 900,000 from the Film's budget. This blatant criminality not only aimed to  
24 defraud the Australian government but also raised significant budget concerns that jeopardized the  
25 film's completion—an issue seemingly ignored by Ghost, Cameron, and Holden.

26 53. Ghost and Cameron frequently boasted in meetings about their expertise in  
27 embezzling funds from the creative projects they collaborated on. In the case of the film *TETRIS*,  
28 they shamelessly claimed a \$300,000 expenditure was for a legitimate license to use a still photo of a  
model, while in reality, they misappropriated those funds for their own personal gain. This behavior

1 exemplifies a clear and troubling pattern of fraud, as Ghost and Cameron have consistently  
2 defrauded their partners and embezzled money from multiple creative ventures they were involved  
3 in.

4 54. As the "money man" of the project and AI Film, Holden had unrestricted access to all  
5 financial information at all times, along with the authority to manage and manipulate it. Upon  
6 information and belief, Holden was aware of, ratified, and accepted the benefits of this fraudulent  
7 scheme.

8 **ii. Ghost and Cameron Engage in Inappropriate Behavior Including**  
9 **Sexually Harassing the Film's Lead Actress.**

10 55. In addition to their flagrant fraud and theft, Wilson received numerous complaints  
11 that Ghost and Cameron were engaging in a highly inappropriate relationship with lead actress,  
12 Charlotte MacInnes.

13 56. Appallingly, Ghost propositioned MacInnes to stay in their penthouse apartment at  
14 Bondi Beach with her for the duration of pre-recording and filming. Ghost insisted that MacInnes  
15 stay with her in her room despite several people being vehemently opposed. At one point, Wilson  
16 explicitly told Ghost "This is not a good idea," and that it was inappropriate.

17 57. Despite the numerous appeals for Ghost to stop harassing the actress, Ghost regularly  
18 forced MacInnes to stay with her and, at times, with her husband, Cameron in their apartment.

19 58. On or about September 6, 2023, MacInnes confided to Wilson that Ghost "asked me  
20 to have a bath and shower with her and it made me feel uncomfortable." Apparently, in addition to  
21 being Ghost and Cameron's captive, Ghost forced MacInnes to have a shower and a bath with her.<sup>5</sup>

22 59. Furthermore, Ghost was also overheard on numerous occasions initiating sexual  
23 conversations with MacInnes.

24 60. At the time, this was MacInnes' first film acting role, and like many women in her  
25 position, she was forced to acquiesce to her supervisors' demands for fear of losing her job. This was  
26

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27 <sup>5</sup> On September 18, 2023, Charlotte's agent wrote an email admitting that Ghost showered with MacInnes. In explaining  
28 the circumstances, her agent bizarrely claimed that following a swim, Ghost went into "anaphylaxis" shock and then  
took a shower and got into a bath with MacInnes "to warm up." Interestingly, the Australian Society of Clinical  
Immunology and Allergy states that "under no circumstances should a person with anaphylaxis take a shower."

1 a clear abuse of power akin to the “casting couch” behavior that is unfortunately prevalent within the  
2 TV/film industry.

3 61. The trauma became so overwhelming for MacInnes that she could not finish  
4 recording as she burst out crying and had to leave the studio because Ghost was supervising. This  
5 event was witnessed by many.<sup>6</sup>

6 62. In May 2024, MacInnes was required to perform a one to two-hour Additional  
7 Dialogue Recording (ADR) session for post-production purposes. At the onset, scheduling  
8 MacInnes's brief session proved difficult as Cameron and Ghost deliberately created obstacles and  
9 delays acting as her gatekeepers. After eventually scheduling her session, Cameron then insisted on  
10 escorting MacInnes to the studio which caused her to arrive an hour late. Even more peculiar was  
11 Cameron’s demand that “no cameras be turned on inside of the studio,” otherwise he threatened she  
12 would not enter the studio.

13 63. Upon information and belief, MacInnes remains captive by Ghost and Cameron as  
14 she is shuttled from city to city with them including Boston, New York, London, and more. It is  
15 believed they have forced MacInnes to sign an NDA in exchange for enticements such as the lead  
16 role in the A.R.T production of *GATSBY* in Boston and a record deal through Ghost’s own label.

17 64. In light of Ghost and Cameron’s egregious and harassing behavior towards MacInnes  
18 during filming, and their ongoing manipulation and isolation of her—highlighted by their refusal to  
19 allow anyone to communicate with or see her—the situation remains profoundly concerning, to say  
20 the least.

21 **iii. Wilson Reports Ghost, Cameron, and Holden’s Misconduct.**

22 65. Disgusted by Ghost, Cameron, and Holden’s collective behavior, Wilson and her  
23 representatives reported the various misconduct to Executive Producer Danny Cohen in October  
24 2023 and several times thereafter. Wilson subsequently escalated her complaints to the Film’s  
25 financier informing him what had transpired. Following Wilson’s reports, Ghost, Cameron, and  
26 Holden targeted her and retaliated with stunning impact.

27 \_\_\_\_\_  
28 <sup>6</sup> On another occasion, during a night shoot for the song “Wildfire,” MacInnes was overheard talking to Ghost in the hair  
and make-up trailer on her cell phone. She then proceeded to have a “panic attack” as witnessed by cast and crew.

1           66.     Despite multiple reports of this misconduct—both verbal and written—Cohen took no  
2 action whatsoever to address the situation. This inaction reflects a troubling disregard for  
3 accountability and likely emboldened Ghost, Cameron, and Holden’s continued wrongdoing.

4           67.     As discussed, Cohen has a troubling history of protecting and promoting the  
5 reputation of known predators. During Cohen’s tenure as the Director of BBC Television at the  
6 time, claimed ignorance of the warning emails about Savile’s unsavory character before airing a  
7 controversial tribute to him. Savile is known for sexually abusing hundreds of people including  
8 young children. Some of his victims were abused on BBC’s own premises. Despite Salive’s dark and  
9 depraved behavior being universally known, and emails specifically warning Cohen of Saville’s  
10 reputation, Cohen opted to air a Saville tribute. The similarities between Cohen’s dismissive reaction  
11 to the horrific revelations about Savile and his equally ineffective response to the complaints against  
12 Ghost are deeply concerning.

12           **D.     Ghost, Cameron, and Holden Retaliate Against Wilson**

13           **i.       Ghost Made Repeated Threats to Terminate Wilson While Cameron**  
14           **Resorted to Physical Intimidation and Verbal Assaults.**

15           68.     Infuriated and embittered by Wilson’s reports, Ghost, Cameron, and Holden actively  
16 sought to injure Wilson.

17           69.     The behavior on the production turned increasingly toxic as Ghost and Cameron  
18 began to make several threatening calls to Wilson, as well as her representatives, and co-workers at  
19 all hours of the day and night. Due to Ghost’s vendetta against Wilson, she repeatedly threatened to  
20 terminate Wilson and her involvement with the Film knowing it would completely derail the Project  
21 and cause the financier and all parties involved to lose millions of dollars in the process.

22           70.     The hostility of the work environment and these threats caused Wilson to suffer  
23 significant emotional distress as she navigated her directorial debut. It was plainly obvious that the  
24 Cross-Defendants were willing to pursue vengeance and attempt to silence Wilson at the expense of  
25 sabotaging the Film and everyone’s investments whether time and sweat equity, or monetary  
26 investment.

27           71.     Simultaneously, Cameron’s demeanor and aggression also escalated on set as he  
28 resorted to physical intimidation tactics and aggressive verbal assaults. Wilson witnessed several

1 frightening scenes where Cameron intimidatingly hurled and slammed furniture in her presence.  
2 This conduct exemplified the toxic, hostile, and dangerous situation that Ghost and Cameron created.

3 **ii. Under Significant Duress and Undue Influence, Wilson was Forced to**  
4 **Execute Several Documents That Altered Previously Agreed Terms.**

5 72. On or about October 18, 2023, Cameron wrongfully *imprisoned* and trapped Wilson  
6 along with two local Australian producers in a small room and refused to let them out. Before  
7 Cameron would let them out, he demanded that all three producers sign a document titled “Producers  
8 Meeting Minutes.” In relevant part, this document claimed that (1) Wilson had no specific  
9 “allegations of inappropriate behaviour by Producer Amanda Ghost”, “[r]ather it is Rebel’s *opinion*,  
10 that there may have been inappropriate behaviour...but it is her private opinion and remains that,”  
11 (2) that Rebel consented to Amanda returning to the set , and (3) that Rebel “offered to contribute  
12 her musical and compositional works to the film...outright.” Because Wilson unequivocally  
13 disagreed with these statements, she refused to sign it. However, Cameron repeatedly threatened that  
14 he would immediately terminate the employment of the approximate 300 staff members involved in  
15 the Film and keep Wilson (and the two local producers) captive in the room indefinitely unless they  
16 executed the document. In tears throughout this ordeal, one local producer was in obvious emotional  
17 distress. Wilson and the other local producer were also visibly shaken by the event. After enduring  
18 approximately 90 minutes of involuntary confinement in a room with only Wilson and the local  
19 producers, facing intense pressure and threats, Wilson and the producers were ultimately forced to  
20 capitulate and sign the document.

21 73. On or about October 19, 2023, Ghost, Cameron, and Holden also forced Wilson to  
22 execute a Deed of Assignment and a Shareholder’s Agreement. The Deed of Assignment purported  
23 to “assign all rights in the Material,” including its soundtrack, to DDCCPL (of which AI Films was a  
24 member and 50% shareholder). Pursuant to the AI Film/Unigram & Wilson Oral Agreement, Ghost  
25 was to facilitate an imprint label called “Rebellionaire” for Wilson under Warner Music and the  
26 parties would subsequently enter into a fair soundtrack album agreement with Warner Music for the  
27 release of the soundtrack of the Film with Wilson to retain the intellectual property. Notwithstanding  
28 Ghost’s failure to fulfill her end of the bargain with the label deal, Ghost realized the substantial

1 value of the soundtrack and desperately sought to control and benefit from it. Thus, Ghost demanded  
2 that Wilson immediately assign all of her rights to the film, including the soundtrack, to DDCCPL.  
3 To do so, Ghost and Cameron resorted to bullying and intimidation tactics again verbally assaulting  
4 and threatening to terminate Wilson and the entire staff of 300 employees if she did not acquiesce to  
5 their unreasonable demands by the following morning. Reluctantly, while under duress, Wilson  
6 executed the Deed of Assignment along with an unread Shareholder's Agreement both of which  
7 contained terms that differed from what had been previously agreed. Upon information and belief,  
8 these circumstances were organized by Holden, Ghost and Cameron, leaving Wilson without the  
9 opportunity to have her counsel or representatives review it due to the absurd timing and immense  
10 pressure. Given the circumstances, Wilson had no viable alternative. In addition to the coercive and  
11 fraudulent conditions under which Wilson's signatures were secured, the agreements lacked  
12 consideration.

13 74. In the following days, Cameron demanded that Wilson execute a new Writer  
14 Agreement ("**Writer Agreement**"), Producer's Agreement, and Directing Agreement (the Meeting  
15 Minutes, the Deed of Assignment, the Shareholders Agreement, the Writer Agreement, the Producer  
16 Agreement, and the Directing Agreement are collectively the "**Duress Documents**"). In pressuring  
17 Wilson to sign the agreements, Cameron again issued a coercive ultimatum, in between verbal  
18 assaults, that unless she signed immediately, he would cancel the entire Film, terminate her, and  
19 send all of the employees home. At the time, the employees were filming on location and Cameron  
20 was aware that sending them home would destroy the budget and the ability to finish the Film.  
21 Wilson could not afford to risk the termination of her employment, the Film, and/or all of the  
22 employees. Moreover, she was frightened by verbal assaults and intimidation. Due to the extreme  
23 duress and lack of meaningful options, as set forth herein, Wilson again had no meaningful option  
24 but to execute the documents despite her lack of consent.

25 75. The Producer Agreement and Director Agreement, among other things, sought to  
26 transfer, and confirm the transfer, of the copyright in the Film and all allied and ancillary rights  
27 thereto. The Writer Agreement sought to alter the terms of the AI Film/Unigram & Wilson Oral  
28 Agreement entered into on May 14, 2022, which induced her involvement in the Film as a writer and

1 *guaranteed* her a shared writing credit with Reilly. Instead of guaranteeing that Wilson received  
2 shared writing credit, the new agreement deviated by allowing her writing credits to be challenged  
3 before the Australian Writer’s Guild (“**AWG**”). Peculiarly, this is a guild that Wilson is not a  
4 member of and she has no affiliation with. This change in terms proved critical as it left an  
5 opportunity for Wilson’s shared writing credit to be disputed before the AWG. As part of Ghost’s  
6 scheme to retaliate against Wilson, Ghost provoked Reilly to pursue the removal of not only  
7 Wilson’s shared writing credit but also Washington’s shared “Story By” credit. Upon information  
8 and belief, Reilly was compensated by Ghost for taking this action. Consequently, in a deeply flawed  
9 arbitration with the AWG, Wilson’s writing credit was unjustly stripped away.

10 76. Days later, Cameron continued his barrage and again verbally assaulted Wilson in  
11 front of crew members at a barbeque that Wilson had personally paid for to celebrate the end of the  
12 first week of filming. In response to the repeated hostile, abusive, and coercive conduct, Wilson  
13 found it necessary to employ personal security for the duration of the shoot.

14 77. It is undeniable that Ghost, Cameron, and Holden made it their priority to strip away  
15 Wilson’s rights to the Film while exerting extreme stress and pressure on her in the process in  
16 retaliation and to punish her for her reports about their troubling misconduct to the Financier. It is  
17 also abundantly clear that they unlawfully forced Wilson to execute several agreements without  
18 valid consent and without allowing her representatives and lawyers to review these documents on  
19 her behalf.

20 **iii. Ghost and Cameron Blocked Film's Premiere at Toronto Film Festival,**  
21 **Before Accepting Last Minute.**

22 78. In June 2024, TIFF’s Director, Cameron Bailey, extended the prestigious closing  
23 night gala premiere slot to the Film presenting a rare and unique opportunity for its showcase and  
24 sale.

25 79. Prior to this offer, the Parties unanimously agreed to apply for the opportunity to be  
26 featured in the Festival. The consensus was that featuring the Film in the Festival was the optimal  
27 strategy for its sale. Prior to applying for admission to the Festival, it was further agreed that any  
28 offer to be featured would be accepted.

1           80.     However, when this opportunity arose for the Film and Wilson expressed interest in  
2 accepting the offer, Ghost, Cameron, and Holden maliciously chose to withhold it—without any  
3 valid justification—solely to undermine the project and continue their harassment of Wilson.

4           81.     On Friday, June 28, 2024, Ghost threatened to withhold acceptance of the festival  
5 offer until it expired and threatened to shelve the release of the Film altogether. Additionally, Holden  
6 escalated the situation by threatening WME Sales with legal action if they complied with any of  
7 Wilson's requests or shared further information regarding TIFF despite being a co-owner of the Film.  
8 As a result, Holden obstructed Wilson from viewing the official letter of invitation from TIFF, which  
9 contained critical details, including a request to keep the offer confidential until the festival's official  
10 announcement and other vital information

11           82.     It was only in the eleventh hour with minutes to spare that Ghost, Cameron, and  
12 Holden reluctantly accepted the offer after Wilson refused to bow to their coercive tactics.

13                   **iv.     Cross-Defendants     Have     Prevented     Wilson     From     Receiving**  
14                   **Reimbursement for the Project's Development Costs.**

15           83.     Under the Co-Production Deal, Cross-Complainants are entitled to reimbursement for  
16 development costs of the Film, which exceed A\$ 300,000. To date, she has not received this  
17 reimbursement.

18           84.     Furthermore, the Co-Production Deal provides that Cross-Complainants are entitled  
19 to a “50/50 split” of a producer fee amounting to 6% of the Production Budget. Thus, Cross-  
20 Complainants are owed A\$ 682,221.78. TO date, she has not received this money.

21           85.     Cross-Defendants have unjustifiably withheld this money and prevented it from being  
22 paid to Cross-Complainants.

23                                   **FIRST CAUSE OF ACTION**

24                                   **BREACH OF CONTRACT**

25           **(By Cross-Complainants Against Cross-Defendants Ghost, Unigram, AI Film, and DOES 1-30)**

26           86.     Cross-Complainants reallege and incorporate herein by reference the allegations  
27 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

28



1 87. On or about May 14, 2022, Cross-Complainants orally agreed to partner with Cross-  
2 Defendants Ghost, Unigram, and AI Film on the Project. Ghost, on behalf of these Cross-  
3 Defendants, made Cross-Defendants' Representations and entered into the AI Film/Unigram &  
4 Wilson Oral Agreement. In return, Wilson committed her extensive involvement in the Project as a  
5 director, writer, and actress and agreed to partner with these Cross-Defendants in creating the Film.  
6 These terms were reiterated and reinforced on several occasions thereafter.

7 88. In or around February 2023, Cross Complainants Camp Sugar and Cross-Defendant  
8 AI Film entered into the Co-Production Deal.

9 89. Cross-Complainants have complied with the AI Film/Unigram & Wilson Oral  
10 Agreement and the Co-Production Deal, except as prevented by Cross-Defendants or excused by  
11 law.

12 90. However, notwithstanding Cross-Complainants' performance of their end of the  
13 agreement, Cross-Defendants failed to keep their end of the bargain including, but not limited to,  
14 causing her writing credit to be removed, failing to secure a record label deal with Warner, stealing  
15 certain intellectual property in the soundtrack, blocking Wilson's control over the release of the  
16 soundtrack, and signing artists featured in the Film to a different label and/or publishing company  
17 owned by Ghost.

18 91. Furthermore, notwithstanding Cross-Complainants' performance of their end of the  
19 agreement, Cross-Defendants' acts or omissions have prevented Cross-Complainants from being  
20 reimbursed for development costs as well as a producer fee, pursuant to the Co-Production Deal.

21 92. Notwithstanding Cross-Complainants' performance, Cross-Defendants failed to keep  
22 their end of the bargain as detailed herein above.

23 93. As a result of Cross-Defendants' breaches, Cross-Complainants were harmed in an  
24 amount subject to proof at trial.

25 **SECOND CAUSE OF ACTION**

26 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
27 **(By Cross-Complainants Against Cross-Defendants Ghost, Unigram, AI Film, and DOES 1-30)**

28 94. Cross-Complainants reallege and incorporate herein by reference the allegations

1 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

2 95. There is a covenant of good faith and fair dealing implied in every contract. This  
3 implied covenant requires each contracting party to refrain from doing anything to injure the right of  
4 the other to receive the benefits of the agreement.

5 96. Cross-Defendants Ghost, Unigram, and AI Film, and each of them, breached the  
6 implied covenant of good faith and fair dealing in the AI Film/Unigram & Wilson Oral Agreement  
7 and the Co-Production Deal by taking actions to deprive Cross-Complainants of the benefits of these  
8 agreements, as set forth herein, by engaging in the aforementioned acts and omissions.

9 97. As a result of these Cross-Defendants breach of the implied covenant of good faith  
10 and fair dealing, Cross-Complainants have suffered and will continue to suffer general and  
11 consequential damages in an amount to be proved at trial.

### 12 **THIRD CAUSE OF ACTION**

#### 13 **(For Breach of Fiduciary Duty Brought by Cross-Complainant Camp Sugar Individually, and** 14 **Derivatively for DDCCPL, Against Cameron, Holden, and DOES 1-30)**

15 98. Cross-Complainants reallege and incorporate herein by reference the allegations  
16 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

17 99. As set forth herein, Cameron and Holden, conspired to and embezzled approximately  
18 A\$ 900,000 from the Film's budget.

19 100. Camp Sugar is a member of DDCCPL, and was a member of DDCCPL at the time of  
20 each of the acts hereinafter alleged. It brings this cause of action individually and derivatively on  
21 behalf of DDCCPL. DDCCPL is named as a nominal defendant in this cause of action on the  
22 ground that DDCCPL is a necessary party to any derivative claim.

23 101. As directors of DDCCPL, Cameron and Holden owed fiduciary duties to DDCCPL  
24 and the other members of DDCCPL, including Camp Sugar. Cameron and Holden had an obligation  
25 to discharge their duties as directors consistently with their obligation of good faith and fair dealing.

26 102. Cameron and Holden breached their fiduciary duties to DDCCPL by, among other  
27 things, embezzling money from the Film's budget and otherwise engaging in acts that resulted in  
28 harm to DDCCPL.

103. Camp Sugar demanded that Cameron and Holden remedy the breaches of fiduciary  
duty alleged herein. They have refused and failed to do so. In light of that refusal, demanding that

1 Cameron and Holden cause DDCCPL to sue them would have been futile, in that they will never  
2 take any action on behalf of DDCCPL that would amount to them suing themselves.

3 104. As a result of the foregoing breaches of fiduciary duty, DDCCPL has suffered  
4 damages in excess of the jurisdictional minimum of this Court. The precise amount of the damages  
5 has not been fully ascertained but shall be established by proof at trial.

6 105. In misappropriating assets of DDCCPL for their own benefit, Cameron and Holden  
7 have engaged in fraudulent, oppressive, and malicious conduct that warrants an award of punitive  
8 damages, according to proof.

9 106. This derivative claim, if successful in whole or in part, will result in a substantial  
10 benefit to DDCCPL, and Camp Sugar should accordingly be awarded reasonable expenses,  
11 including attorneys' fees, incurred in bringing this action on DDCCPL's behalf

#### 12 **FOURTH CAUSE OF ACTION**

##### 13 **FALSE IMPRISONMENT**

14 **(By Cross-Complainant Wilson Against Defendant Cameron and DOES 1-30)**

15 107. Cross-Complainant Wilson realleges and incorporates herein by reference the  
16 allegations contained in the foregoing paragraphs with the same force and effect as though fully set  
17 forth herein.

18 108. As alleged herein, on or about October 18, 2023, Defendant Cameron intentionally  
19 deprived Wilson of her freedom of movement by entrapping her in a room and locking the door  
20 blocking her ingress and/or egress. He then refused to let her out for over an hour and a half while  
21 making various threats.

22 109. Wilson did not consent to her confinement.

23 110. Defendant Cameron's conduct as alleged herein was a substantial factor in causing  
24 Wilson's damage which is in an amount in excess of the jurisdictional minimum of this Court.

#### 25 **FIFTH CAUSE OF ACTION**

##### 26 **INTENTIONAL MISREPRESENTATION**

27 **(By Cross-Complainants Against Cross-Defendants Ghost, Unigram, AI Film, and DOES 1-30)**

28 111. Cross-Complainants reallege and incorporate herein by reference the allegations  
contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

1 112. Prior to forming a partnership with Cross-Defendants and entering into AI  
2 Film/Unigram & Wilson Oral Agreement and Co-Production Deal, Ghost, on behalf of herself, and  
3 Cross-Defendants Unigram, and AI Film, made Cross-Defendants' Representations, with the intent  
4 to deceive Cross-Complainants into entering a partnership in the Film and agreeing to the AI  
5 Film/Unigram & Wilson Oral Agreement and Co-Production Deal knowing that the representations  
6 were false as set forth herein. These representations were later reiterated and reinforced by Cross-  
7 Defendants including Cameron and Holden.

8 113. Prior to partnering with Cross-Defendants and entering the AI Film/Unigram &  
9 Wilson Oral Agreement and Co-Production Deal, Ghost made Cross-Defendants' Representations  
10 with the intent to deceive Cross-Complainants knowing that the representations were false as set  
11 forth herein. Indeed, it was these representations that convinced Cross-Complainants to partner with  
12 Cross-Defendants and enter into the AI Film/Unigram & Wilson Oral Agreement and Co-Production  
13 Deal.

14 114. Cross-Defendants' Representations were false, and Cross-Defendants knew the  
15 representations were false at the time they were made and knew Cross-Defendants had no intention  
16 to perform any of the obligations. Instead, Cross-Defendants intended to form a partnership and  
17 enter into the AI Film/Unigram & Wilson Oral Agreement and Co-Production Deal so as to exploit  
18 the Film and usurp Cross-Complainants' intellectual property. Wilson was the sole owner of 100%  
19 of the intellectual property in the Project, including scripts and soundtrack, before the Cross-  
20 Defendants' involvement with the Project.

21 115. Cross-Defendants knew or should have known that Cross-Defendants'  
22 Representations would deceive Cross-Complainants into forming a partnership and entering into the  
23 AI Film/Unigram & Wilson Oral Agreement and Co-Production Deal. Cross-Defendants sought to  
24 convince Cross-Complainants to agree to a partnership and to enter into the AI Film/Unigram &  
25 Wilson Oral Agreement and Co-Production Deal so that they could control all decisions regarding  
26 the Film, oust Cross-Complainants, and force deals that were self-serving. Cross-Defendants  
27 succeeded in doing this by making the aforementioned misrepresentations. Had Cross-Complainants  
28

1 known the truth, Cross-Complainants would not have formed a partnership with Cross-Defendants  
2 nor entered into the AI Film/Unigram & Wilson Oral Agreement or Co-Production Deal.

3 116. It was reasonable for Cross-Complainants to rely on Cross-Defendants  
4 Representations since, at the time, Cross-Defendants were film producers who had funded other  
5 movies. In reasonable reliance on the representations, Cross-Complainants took the actions herein  
6 alleged and formed a partnership with Cross-Defendants and entered into the AI Film/Unigram &  
7 Wilson Oral Agreement and Co-Production Deal Cross-Defendants' Representations were material  
8 in Cross-Complainants' decision to form partnership with Cross-Defendants to create and develop  
9 the Film. At the time the representations were made, the Cross-Complainants (1) did not know that  
10 the representations were false; (2) did not know that Cross-Defendants had the intention to deceive  
11 Cross-Complainants in order to form a partnership around the Film and to enter the AI  
12 Film/Unigram & Wilson Oral Agreement; (3) believed the representations to be true; and (4)  
13 justifiably and reasonably relied on each of the representations, concealments and/or failures to  
14 disclose as alleged above and, in doing so, changed Cross-Complainants' position to their detriment  
15 by doing each and all of the things alleged above, including but not limited to forming a partnership  
16 with Cross-Defendants and entering into the AI Film/Unigram & Wilson Oral Agreement and Co-  
17 Production Deal. If not for Cross-Defendants' Representations, Cross-Complainants would not have  
18 done any of the above herein described, incurred expenses, fees, and costs, or otherwise performed  
19 as alleged hereinabove.

20 117. As a direct and proximate result of the aforementioned misrepresentations,  
21 concealments, and/or failures to disclose, Cross-Complainants have been damaged in an amount in  
22 excess of the jurisdictional minimum of this Court.

23 **SIXTH CAUSE OF ACTION**

24 **FRAUDULENT INDUCEMENT**

25 **(By Cross-Complainants Against Cross-Defendants Ghost, Unigram, AI Film, and DOES 1-30)**

26 118. Cross-Complainants reallege and incorporate herein by reference the allegations  
27 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.  
28

1 119. Prior to forming a partnership with Cross-Defendants and entering into the AI  
2 Film/Unigram & Wilson Oral Agreement and Co-Production Deal, Ghost, on behalf of herself, and  
3 Cross-Defendants Unigram, and AI Film, made Cross-Defendants' Representations with the intent to  
4 deceive Cross-Complainants into forming a partnership in the Film and agreeing to the AI  
5 Film/Unigram & Wilson Oral Agreement and Co-Production Deal knowing that these  
6 representations were false as set forth herein. Indeed, it was these representations that convinced  
7 Cross-Complainants to partner with Cross-Defendants and enter into the AI Film/Unigram & Wilson  
8 Oral Agreement and Co-Production Deal.

9 120. Cross-Defendants' Representations were false and Ghost, on behalf of herself, and  
10 Cross-Defendants, knew the representations were false at the time they were made and knew Cross-  
11 Defendants had no intention to perform any of the obligations. Instead, Cross-Defendants intended  
12 to form a partnership with Cross-Complainants and enter into the AI Film/Unigram & Wilson Oral  
13 Agreement and Co-Production Deal to exploit the Film and usurp ownership of Cross-Complainants'  
14 intellectual property.

15 121. Cross-Defendants knew these representations to be false when made and intended  
16 that Cross-Complainants rely on the same. And, in fact, Cross-Complainants reasonably and  
17 detrimentally relied on these representations before forming a partnership with Cross-Defendants  
18 and entering into the AI Film/Unigram & Wilson Oral Agreement and Co-Production Deal.

19 122. Cross-Defendants' Representations were material since Cross-Complainants would  
20 not have agreed to form a partnership or enter into the AI Film/Unigram & Wilson Oral Agreement  
21 or Co-Production Deal but for the misrepresentations and each of them.

22 123. As a direct and proximate result of Cross-Defendants conduct Cross-Complainants  
23 have suffered and will continue to suffer general and consequential damages in an amount to be  
24 proven at trial.

25 124. Cross-Defendants committed the acts alleged herein maliciously, fraudulently, and  
26 oppressively, with the wrongful intention of injuring Cross-Complainants, and acted with an  
27 improper and evil motive amounting to malice and in conscious disregard of Cross-Complainants'  
28 rights. Because the acts taken toward Cross-Complainants were carried out by Cross-Defendants

1 acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage  
2 it, Cross-Complainants are entitled to recover punitive damages in an amount to be proven at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **RESCISSION BASED ON UNDUE INFLUENCE**

5 **(By Cross-Complainants Against Cross-Defendants Ghost, Cameron, AI Film, DDPL, and**  
6 **DOES 1-30)**

7 125. Cross-Complainants reallege and incorporate herein by reference the allegations  
8 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

9 126. Cross-Complainants' consent to enter into the Duress Documents was not real,  
10 mutual, or free; it was obtained through undue influence as alleged herein.

11 127. As alleged herein, Wilson was wrongfully imprisoned, physically intimidated,  
12 verbally assaulted, was threatened that funding for the Film would cease, and that she would be  
13 terminated as well as the approximate 300 employees who worked on the Film. Ghost and Cameron  
14 on behalf of themselves, and Cross-Defendants AI Film, and DDPL, and DOES 1 through 30,  
15 influenced supremacy over Wilson in that by funding the Film and controlling the distribution of  
16 money, they exerted control over the Project. Ghost and Cameron on behalf of themselves, and  
17 Cross-Defendants AI Film, and DDPL, and DOES 1 through 30, took grossly oppressive and unfair  
18 advantage over Wilson's necessities and distress and unduly influenced her to sign the Duress  
19 Documents through the aforementioned conduct and threats.

20 128. Because of Wilson's anguish, mental state, and Cross-Defendants' control over the  
21 finances for the Film, and the conduct by Ghost and Cameron on behalf of themselves, Cross-  
22 Defendants AI Film, and DDPL, and DOES 1 through 30, as herein alleged, including those  
23 coercive actions taken as stated in the previous paragraph, Cross-Defendants were able to substitute  
24 their will and judgment in place of Wilson's own and thus obtain her signature to the Duress  
25 Documents through coercive measures. Wilson's consent would not have been given but for this  
26 undue influence.

27 129. Cross-Complainants seek rescission of all the Duress Documents because Cross-  
28 Complainants have no other adequate remedy at law. If the Duress Documents are not rescinded,

1 Cross-Complainants will suffer irreparable harm and injury because Cross-Defendants will continue  
2 to hold certain rights to the intellectual property related to the Film (including to the soundtrack),  
3 control the Film (including its sale), Ghost and Cameron will continue to be shielded from their  
4 misconduct toward MacInnes, and Wilson will be denied certain credits to the Film.

5 130. Cross-Complainants intend service of the Summons and Complaint in this action to  
6 serve as notice of rescission of the Duress Documents. Cross-Complainants will return the  
7 aforementioned on the condition that (1) Cross-Complainants' full rights under the Duress  
8 Documents are revived; and (2) any and all rights that Cross-Defendants, otherwise purported to  
9 acquire under the Duress Documents revert back to Cross-Complainants and Cross-Defendants  
10 release, relinquish, waive, and forego any and all such rights.

11 131. As a direct and proximate result of Cross-Defendants' wrongful conduct, on the basis  
12 of which wrongful conduct Cross-Complainants have sought to rescind the Duress Documents,  
13 Cross-Complainants have sustained consequential damages, together with accrued interest therein at  
14 the legal rate, in an amount subject to proof at the time of trial.

15 **EIGHTH CAUSE OF ACTION**

16 **RESCISSION BASED ON DURESS**

17 **(By Cross-Complainants Against Cross-Defendants Ghost, Cameron, DDPL, and DOES 1-30)**

18 132. Cross-Complainants reallege and incorporate herein by reference the allegations  
19 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

20 133. Cross-Complainants' consent to enter into the Duress Documents was not real,  
21 mutual, or free in that it was obtained through duress as herein alleged.

22 134. As alleged herein, Wilson was wrongfully imprisoned, physically intimidated,  
23 verbally assaulted, was threatened that funding for the Film would cease, and that she would be  
24 terminated as well as the approximate 300 employees who worked on the Film. Ghost and Cameron  
25 on behalf of themselves, and Cross-Defendants AI Film, and DDPL, and DOES 1 through 30,  
26 influenced supremacy over Wilson in that by funding the Film and controlling the distribution of  
27 money, they exerted control over the Project. Ghost and Cameron on behalf of themselves, and  
28 Cross-Defendants AI Film, and DDPL, and DOES 1 through 30, took grossly oppressive and unfair



1 advantage over Wilson's necessities and distress and unduly influenced her to sign the Duress  
2 Documents through the aforementioned conduct and threats.

3 135. Because of Wilson's anguish, mental state, and Cross-Defendants' control over the  
4 finances for the Film, and the conduct by Ghost and Cameron on behalf of themselves, Cross-  
5 Defendants AI Film, and DDPL, and DOES 1 through 30, as herein alleged, including those  
6 coercive actions taken as stated in the previous paragraph, Cross-Defendants were able to substitute  
7 their will and judgment in place of Wilson's own and thus obtain Wilson's signature to the Duress  
8 Documents through coercive measures. Wilson's consent would not have been given but for this  
9 duress.

10 136. In order to protect their personal and business interests as well as the cast and  
11 crew's, Cross-Complainants considered that they had no reasonable alternative and that it was  
12 necessary to agree to sign the Duress Documents. Any apparent consent to the Duress Documents  
13 was obtained from Cross-Complainants through duress, including but not limited to economic  
14 duress, committed by Ghost and Cameron on behalf of themselves, Cross-Defendants AI Film, and  
15 DDPL, and DOES 1 through 30. Cross-Complainants would not have consented to the Duress  
16 Documents had it not been for the duress.

17 137. Cross-Complainants seek rescission of all the Duress Documents because Cross-  
18 Complainants have no other adequate remedy at law. If the Duress Documents are not rescinded,  
19 Cross-Complainants will suffer irreparable harm and injury because Cross-Defendants will continue  
20 to hold rights to the intellectual property related to the Film (including to the soundtrack), control  
21 the Film (including its sale), Ghost and Cameron will continue to be shielded from their misconduct  
22 with MacInnes, and Wilson will be denied certain credits.

23 138. Cross-Complainants intend service of the Summons and Complaint in this action to  
24 serve as notice of rescission of the Duress Documents. Cross-Complainants will return the  
25 aforementioned on the condition that (1) Cross-Complainants' full rights under the Duress  
26 Documents are revived; and (2) any and all rights that Cross-Defendants, otherwise purported to  
27 acquire under the Duress Documents revert back to Cross-Complainants and Cross-Defendants  
28 release, relinquish, waive, and forego any and all such rights.

139. As a direct and proximate result of Cross-Defendants' wrongful conduct, on the basis  
of which wrongful conduct Cross-Complainants have sought to rescind the Duress Documents,

1 Cross-Complainants have sustained consequential damages, together with accrued interest therein at  
2 the legal rate, in an amount subject to proof at the time of trial.

3 **NINTH CAUSE OF ACTION**

4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 **(By Cross-Complainants Against Cross-Defendants Ghost and Cameron, and DOES 1-30)**

6 140. Cross-Complainants reallege and incorporate herein by reference the allegations  
7 contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

8 141. A person is liable for intentional infliction of emotional distress if their conduct is  
9 outrageous; the person either intended to cause another emotional distress or acted with reckless  
10 disregard of the probability that the other person would suffer emotional distress; the other person  
11 suffered severe emotional distress; and the conduct was a substantial factor in causing the emotional  
12 distress.

13 142. As alleged herein, Cross-Defendants Ghost and Cameron engaged in extreme and  
14 outrageous conduct against Cross-Complainants including but not limited to embezzling from the  
15 Film's budget, perpetuating a scheme to sexually harass the lead actress and then orchestrating a  
16 coverup thereof, bullying and harassing Wilson for reporting misconduct, wrongfully imprisoning  
17 Wilson, threatening Wilson, and otherwise forcing her to sign the Duress Documents that  
18 significantly altered her rights to the Film and its soundtrack, without her consent, while under  
19 extreme duress.

20 143. The conduct of Cross-Defendants as alleged above was at all times extreme and  
21 outrageous and carried out by Cross-Defendants with an intention to cause Wilson emotional distress  
22 and/or with reckless disregard of the probability of causing emotional distress to Wilson.

23 144. As a result of Cross-Defendants' conduct as alleged herein, Wilson has suffered  
24 severe emotional distress and suffering.

25 145. As a direct and proximate result of said wrongful conduct by Cross-Defendants,  
26 Wilson has suffered damages in an amount to be proven at trial.

27 146. Cross-Defendants committed the acts alleged herein maliciously, fraudulently, and  
28 oppressively, with the wrongful intention of injuring Wilson, and acted with an improper and evil

1 motive amounting to malice and in conscious disregard of Wilson’s rights. Because the acts taken  
2 toward Wilson were carried out by Cross-Defendants acting in a despicable, deliberate, cold, callous,  
3 and intentional manner in order to injure and damage Wilson, she is entitled to recover punitive  
4 damages in an amount to be proven at trial.

5  
6 **PRAYER FOR RELIEF**

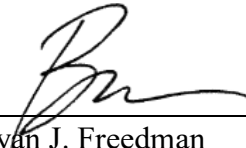
7 WHEREFORE, Cross-Complainants pray for relief against all Cross-Defendants as  
8 follows:

- 9 1. An award of actual, compensatory, consequential, and/or exemplary damages against  
10 Cross-Defendants in an amount according to proof at trial;
- 11 2. All costs of suit incurred herein, including but not limited to attorneys’ fees where  
12 proper;
- 13 3. Pre-judgment and post-judgment interest at the maximum legal rate;
- 14 4. For punitive damages as allowed by contract, statute or otherwise;
- 15 5. For such other and further relief as the court may deem just and proper.

16  
17 Dated: September 26, 2024

LINER FREEDMAN TAITELMAN + COOLEY, LLP

18  
19 By: \_\_\_\_\_

  
Bryan J. Freedman  
Jacob T. Bolan  
Attorneys for Rebel Wilson and Camp Sugar  
Productions Pty Ltd, Personally; and Rebel  
Wilson and Camp Sugar Productions Pty Ltd  
Derivatively on behalf of Dunburn Debutantes  
Commissioning Company Pty Ltd

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18,  
3 and not a party to the within action. My business address is LINER FREEDMAN TAITELMAN +  
4 COOLEY, LLP, 1801 Century Park West, 5th Floor, Los Angeles, CA 90067. On the date below, I  
5 served the foregoing document(s) described as:

6 **CROSS-COMPLAINT**

7 by sending a true copy thereof to the address listed below:

8 **BROWN RUDNICK LLP**

9 Camille M. Vasquez, Esq.

10 Samuel A. Moniz, Esq.

11 Honieh O.H. Udenka, Esq.

12 2211 Michelson Drive, 7<sup>th</sup> Floor

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[hudenka@brownrudnick.com](mailto:hudenka@brownrudnick.com)

13 <input type="checkbox"/>	<b>By Messenger Service.</b> I served the documents by providing them to a professional messenger service for personal service.
14 <input type="checkbox"/>	<b>By Overnight Delivery.</b> I deposited a sealed envelope containing a true and correct copy of the documents listed above for overnight delivery via Federal Express.
15 <input checked="" type="checkbox"/>	<b>By E-Mail or Electronic Transmission.</b> I caused the documents to be sent to the persons at the email address listed below in a PDF file, and the transmission appeared to be successful.
16 <input type="checkbox"/>	<b>By United States Mail.</b> I deposited a sealed envelope containing a true and correct copy of the documents listed above with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

17 I declare under penalty of perjury under the laws of the State of California that the above is  
18 true and correct.

19 Executed on **September 26, 2024**, at Los Angeles, California.

20 */s/ Vaneta D. Birtha* \_\_\_\_\_

21 Vaneta D. Birtha