

# Kelley Drye Defeats Producer's Claim Against New Line Cinema Concerning Feature Motion Picture *Wedding Crashers*

March 15, 2013

On March 6, 2013, the California Court of Appeal affirmed the judgment of the Los Angeles Superior Court in favor of defendant and respondent New Line Cinema Corporation (New Line) after the trial court sustained, without leave to amend, the demurrer filed by the Los Angeles office of Kelley Drye & Warren LLP to plaintiff and appellant Neil Portman's second amended complaint.

Kelley Drye represented New Line and successfully argued the demurrers and the appeal.

Mr. Portman is a self-proclaimed developer of multi-media content through his development company, Portman & Company. He filed suit against New Line in July 2009, alleging that he proposed a "party crashing" movie concept to New Line in 2002. Mr. Portman claimed that New Line relied on that concept and his suggestion to cast talent represented by United Talent Agency (UTA) in producing the hit motion picture *Wedding Crashers*, which was released in July 2005. Specifically Mr. Portman alleged that he submitted a package of materials to New Line in June 2002, including a book entitled "The Party Crasher's Handbook," which had been authored by Mr. Portman's business associate, Rex Reginald. Although Mr. Portman alleged that New Line entered into a written agreement with him by initialing and returning his submission, he simultaneously acknowledged that New Line formally rejected his submission.

Notably, Kelley Drye previously represented New Line in a case that Mr. Reginald brought five years before Mr. Portman's lawsuit, in which Mr. Reginald asserted similar claims against New Line and UTA. New Line defeated Mr. Reginald's claims on summary judgment in December 2005, and the California Court of Appeal affirmed that ruling in March 2008.

In defending against Mr. Portman's suit, New Line argued that his claims were barred by the applicable statutes of limitations, since Mr. Portman had not brought suit until almost four years after *Wedding Crashers* was released, even though he had actively participated in Mr. Reginald's prior case. In support of its argument, New Line requested that the court take judicial notice of the pleadings in Mr. Reginald's previous suit, as well as the fact that Mr. Portman had been deposed twice in that action (and therefore had notice of his potential claims against New Line even before the film's release). New Line further argued that Mr. Portman had not alleged a valid written contract establishing any obligations on New Line's part.

Mr. Portman responded that he did not discover all the facts giving rise to his claims until after *Wedding Crashers'* release, when he conducted research regarding the UTA talent attached to the film. Mr. Portman further argued that New Line had purportedly concealed facts from him relating to

the film's production, and that it was improper for the court to take judicial notice of the matters requested by New Line. On the contract question, Mr. Portman responded that New Line's initials indicating its receipt of the submission materials constituted its assent to the purported written contract.

In sustaining New Line's successive demurrers to Mr. Portman's original complaint, first amended complaint, and second amended complaint, the trial court sided with New Line. The court found that Mr. Portman had not alleged a valid written agreement, and that because Mr. Portman was aware of facts sufficient to put him on notice of his claims more than four years before he filed suit, his claims were all time-barred.

The Court of Appeal agreed, and affirmed the trial court's ruling in its entirety. In its detailed 19-page opinion, the Court found that Mr. Portman had not alleged a valid written contract with New Line, and thus Mr. Portman's contract claims were governed by the two-year statute of limitations applicable to agreements not made in writing. The Court determined that the trial court did not abuse its discretion in taking judicial notice of the pleadings in Mr. Reginald's prior case, or of the fact that Mr. Portman had been deposed in that matter. Accordingly, the Court found that Mr. Portman's participation in Mr. Reginald's lawsuit was at odds with his allegation that he had not discovered his claims until sometime after *Wedding Crashers*' release in July 2005, and as a result, his claims were all barred by the applicable statutes of limitations. The Court concluded by finding that Mr. Portman had not made any showing as to how he could cure the defects in his second amended complaint, and thus the decision to deny him leave to amend was not an abuse of the trial court's discretion.

For a copy of the Court's opinion affirming the trial court's ruling, click on the link below.