

**EXHIBIT G TO RANAHAH DECLARATION IN
SUPPORT OF OPPOSITION TO PLAINTIFFS' MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Ranahan, Erin R.

From: Jonathan Zavin <jzavin@loeb.com>
Sent: Tuesday, November 22, 2016 4:28 PM
To: Ranahan, Erin R.
Cc: David Grossman; Jennifer Jason; Oki, Kelly; Leiden, Diana Hughes
Subject: Re: Meet and Confer Obligations--Injunction

Erin,

This is self-serving nonsense. Please don't send anymore e-mails just to try to create a record. It is a waste of both of our time.

Jonathan

Sent from my iPad

On Nov 22, 2016, at 7:24 PM, Ranahan, Erin R. <ERanahan@winston.com> wrote:

Jonathan,

Actually we were surprised to see that you were seeking injunctive relief, especially based on Mr. Grossman's representations before Judge Eick earlier this month, and the fact that you had never mentioned that you were seeking injunctive relief in connection with your motion for summary judgment. The "substance" of the motion seeking injunctive relief surely would include mentioning that you were seeking injunctive relief, and what you were seeking to restrain.

We intend to object to at least that portion of your motion for failure to comply with Local Rule 7-3, amongst other grounds.

The injunction you propose is overbroad and not narrowly tailored regarding what Plaintiffs seek to restrain. Had you properly raised this issue, we absolutely would have been willing to consider potential, specific parameters for injunctive relief based on the substance of the works. Defendants were always willing to discuss the substance of the unfinished work going forward as would be relevant to copyright claims, but Plaintiffs were not interested in actually seeking to resolve concerns about copyright issues, refusing to engage in any discussion about the actual content of the unmade film.

Regards,

-Erin

Erin R. Ranahan

Partner

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From: Jonathan Zavin [<mailto:jzavin@loeb.com>]
Sent: Tuesday, November 22, 2016 3:34 PM
To: Ranahan, Erin R. <ERanahan@winston.com>; David Grossman <dgrossman@loeb.com>; Jennifer Jason <jjason@loeb.com>
Cc: Oki, Kelly <KOki@winston.com>; Leiden, Diana Hughes <DHLeiden@winston.com>
Subject: RE: Meet and Confer Obligations--Injunction

Erin,

The local rule requires that the substance of the motion be discussed. It does not require that every detail be discussed, or that each remedy sought be discussed. The substance of the motion was discussed as required by the local rule. Further, injunctive relief was clearly requested in the complaint in connection with each claim in the complaint for which we are moving for summary judgment. You can hardly be surprised that we are seeking an injunction, or claim any kind of prejudice. Finally, since you would not agree to judgment against your client at the meet and confer, it is absurd to think that you would have agreed to injunctive relief. If you would have, you are of course free to so agree now in the event we obtain judgment, which will obviate the need for this issue to be considered by the court. You are of course free to make any motion to strike that you choose to make.

Jonathan

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From: Ranahan, Erin R. [<mailto:ERanahan@winston.com>]
Sent: Sunday, November 20, 2016 5:23 PM
To: David Grossman; Jonathan Zavin; Jennifer Jason
Cc: Oki, Kelly; Leiden, Diana Hughes
Subject: RE: Meet and Confer Obligations--Injunction

Counsel—to clarify, I meant Local Rule 7-3 (not 37).

Regards,

-Erin

From: Ranahan, Erin R.
Sent: Sunday, November 20, 2016 2:20 PM
To: dgrossman@loeb.com; jzavin@loeb.com; jjason@loeb.com
Cc: Oki, Kelly <KOki@winston.com>; Leiden, Diana Hughes <DHLeiden@winston.com>
Subject: Meet and Confer Obligations--Injunction

Counsel,

Though you have included a request for injunctive relief in your motion, please note we never discussed that during a single meet and confer discussion pursuant to Local Rule 7-3 or otherwise. In fact, Mr. Grossman stated to Judge Eick during our settlement conference that Plaintiffs were *not* filing a motion for an injunction. I never heard otherwise until seeing your motion. Do you contend that we held a meet and confer on this issue? If so, with who and when?

Unless Plaintiffs agree to withdraw seeking this relief on summary judgment, please note that we will seek to strike this portion of your motion for failure to comply with Local Rule 37 (among other grounds, including that it is not sufficiently narrow or proper).

Regards,

-Erin

Erin R. Ranahan

Partner

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