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Superior Court of California
County of Los Angeles

DEC 28 2015

Sherri H. Gargi, Executive Office/Clerk
By: *[Signature]* Deputy
Ishayla Chambers

8 *Attorneys for Plaintiffs*
9 SANDBOX LLC and JUSTIN BUNNELL

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 SANDBOX LLC, a California partnership,) [Unlimited Jurisdiction]
13 and JUSTIN BUNNELL, an individual,)

14 Plaintiffs,)

Case No.: **BC 6 0 5 3 8 6**

15 v.)

COMPLAINT FOR:

16 CONNOR FREFF COCHRAN, an)
17 individual, CONLAN PRESS, INC., a)
18 California corporation, AVICENNA)
19 DEVELOPMENT CORPORATION, a)
20 California corporation, and DOES 1-10,)
21 inclusive,)

- 1. **CONVERSION;**
- 2. **BREACH OF AGREEMENT;**
- 3. **BREACH OF FIDUCIARY DUTY;**
- 4. **UNJUST ENRICHMENT;**
- 5. **FRAUD IN THE INDUCEMENT; and**
- 6. **ACCOUNTING**

22 Defendants.)

23 Plaintiffs, Sandbox LLC (“Sandbox”) and Justin Bunnell (“Bunnell”) (collectively
24 “Plaintiffs”), sue Defendants Connor Freff Cochran (“Cochran”), Conlan Press, Inc. (“Conlan
25 Press”), Avicenna Development Corporation (“Avicenna”), and DOES 1 through 10, inclusive
26 (collectively “Defendants”) and, in support thereof, state as follows:

27 **NATURE OF ACTION**

28 1. This is a civil action for conversion, breach of agreement, breach of fiduciary
duties, and fraud arising out of Defendants’ unlawful misappropriation and conversion of
Plaintiffs’ funds, all in direct contravention of the parties’ written agreement.

THE PARTIES

2. Plaintiff Sandbox is an unregistered California partnership.

1 3. Plaintiff Bunnell is a citizen and resident of Los Angeles County, California.

2 4. Upon information and belief, Defendant Cochran is an individual residing in
3 Bellingham, Washington. During the commencement of the acts alleged herein, Cochran resided
4 in San Francisco, California. Sometime thereafter, upon information and belief, Cochran moved
5 to Montara, California, residing there from in or around March 2011 through 2015, whereby
6 Cochran moved to Bellingham, Washington.

7 5. Upon information and belief, Defendant Conlan Press is a corporation created and
8 existing under the laws of California, with its principal place of business now identified at a
9 commercial mail-drop located at 1050 Larrabee Avenue #104-811, Bellingham, Washington,
10 98225. However, Defendant Conlan Press was initially formed in San Francisco, California, and
11 the agent for service of process is currently located at 906 St. Francis Blvd., #1104, Daly City,
12 California 94015.

13 6. Upon information and belief, Defendant Avicenna is a corporation created and
14 existing under the laws of California, with its principal place of business now identified at a
15 commercial mail-drop located at 1050 Larrabee Avenue #104-811, Bellingham, Washington,
16 98225. However, Defendant Avicenna was initially formed in San Francisco, California, and the
17 agent for service of process is currently located at 906 St. Francis Blvd., #1104, Daly City,
18 California 94015.

19 7. Upon information and belief, Defendant Cochran owns, operates and wholly
20 controls Defendants Conlan Press and Avicenna (collectively the “Company Defendants”).

21 8. In addition, Plaintiffs are informed and believe, and on that basis allege that
22 Defendant Cochran is the “alter ego” of the Company Defendants and that there exists, and at all
23 times mentioned herein existed, a unity of interest and ownership between Defendant Cochran
24 and the Company Defendants such that any individuality and separateness between all
25 Defendants have ceased and Defendant Cochran controls the business and activities of the
26 Company Defendants.

27 9. Plaintiffs are informed and believe, and on that basis allege that at all times herein
28 mentioned, the Company Defendants were and are a mere shell, instrumentality and conduit

1 through which Defendant Cochran carried on his business in the corporate name, exactly as he
2 would have had there been no corporation at all, exercising complete control and dominance
3 over such business to the point where any individuality or separateness between Cochran and the
4 Company Defendants does not, and at all times herein mentioned, did not, exist.

5 10. In addition, upon information and belief, Defendant Cochran further comingled
6 and continues to comeingle his assets with the Company Defendants, controlled and continues to
7 control the Company Defendants' finances in their entirety, treated and treats the Company
8 Defendants' assets as his own, and further engaged and engages in such zealous controlling
9 conduct towards the Company Defendants that the Company Defendants were and remain
10 nothing more than a mere instrumentality of Defendant Cochran.

11 11. Upon information and belief, the Company Defendants are and were extremely
12 undercapitalized as all, or most, of the revenues and monies yielded from the Company
13 Defendants' business were and have been drained from the Company Defendants and transferred
14 to Defendant Cochran and, further, Defendant Cochran has and continues to use the assets of the
15 Company Defendants for his own personal use and has wrongfully diverted from their intended
16 use significant sums of money properly to be paid by the Company Defendants to Plaintiffs.

17 12. Plaintiffs are informed and believe, and on that basis allege that the Company
18 Defendants are unable to satisfy any judgment against them.

19 13. Adherence to the fiction of the separate existence of Defendant Cochran as an
20 individual separate and distinct from the Company Defendants would permit an abuse of the
21 corporate privilege and would sanction fraud or promote injustice in that Defendant Cochran
22 might escape liability for the causes of action set out herein and would permit an abuse of the
23 corporate privilege and produce an inequitable result.

24 14. Plaintiffs are informed and believe, and on that basis allege that the Company
25 Defendants share any and all liabilities as the companies share, among other things, the same
26 staff and maintain the same principal place of business, specifically, 1050 Larrabee Avenue
27 #104-811, Bellingham, Washington, 98225.

28 15. Plaintiffs are informed and believe, and on that basis allege that at all relevant

1 times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
2 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or
3 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
4 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
5 or all of the other Defendants so as to be liable for their conduct with respect to the matters
6 alleged below.

7 16. Plaintiffs are informed and believe, and on that basis allege that each Defendant
8 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
9 knew or should have known about, and authorized, ratified, adopted, approved, controlled, and
10 aided and abetted the conduct of all other Defendants

11 17. The true names and capacities, whether individual, corporate, partnership,
12 associate, or otherwise, of the Defendants named herein as DOES 1 through 10, inclusive, are
13 presently unknown to Plaintiffs, who therefore sues these Defendants by fictitious names.
14 Plaintiffs will seek leave of Court to amend this Complaint to allege their true names and
15 capacities as soon as they are ascertained. Plaintiffs further allege, on information and belief, that
16 each of these fictitiously named Defendants is responsible in some manner for the acts alleged
17 herein.

18 **JURISDICTION AND VENUE**

19 18. The harms and obligations sued upon were incurred and occurred in Los Angeles
20 County. This Court is the proper court for the trial of this action.

21 19. Jurisdiction is premised upon the fact that the damages suffered by Plaintiffs are
22 in excess of the minimum sum required for jurisdiction in the Superior Court of the State of
23 California.

24 20. Further, this Court has personal jurisdiction over Defendants on the grounds that
25 all Defendants live and/or conduct or transact business and contract to supply goods or services
26 in this State and Defendants have purposefully availed themselves of the jurisdiction of this
27 Court by transacting business in this State.

28 21. Venue and jurisdiction are proper in this county as a substantial amount of the

1 transactions and resulting harm incurred have occurred in this State.

2 22. At all times relevant, and per the parties' governing agreement, Defendants'
3 contractual payment obligations owed to Plaintiffs were to occur in Los Angeles County,
4 California and, as such, Defendants' obligations under the agreement were to be performed in
5 Los Angeles County, California.

6 23. Defendants were to perform their contractual obligations by making all payments
7 contractually owed to Plaintiffs in Los Angeles County, California.

8 24. Venue and jurisdiction are also proper in this county as, upon information and
9 belief, Defendants reside and/or transacts business in this County.

10 **FACTUAL BACKGROUND**

11 25. Plaintiffs are entrepreneurs and financiers.

12 26. Upon information and belief, Defendant Cochran is an editor.

13 27. Defendant Conlan Press filed its Articles of Incorporation on or around January
14 14, 2008.

15 28. Defendant Avicenna likewise filed its Articles of Incorporation on or around
16 January 14, 2008. However, upon information and belief, Avicenna has filed only one Statement
17 of Information since that time, and has paid zero taxes to the California Franchise Tax Board.

18 29. Upon information and belief, Defendant Conlan Press was initially created by
19 Cochran in 2005 as a sole proprietorship publishing business to enable Cochran to exploit the
20 work of the esteemed author Mr. Peter S. Beagle ("Beagle"), an internationally-acclaimed
21 award-winning author of fantasy and science fiction books, stories, songs, screenplays, and other
22 literary works.

23 30. Specifically, Defendants allege to be the owner of all rights, title, and interest in
24 the novel *The Last Unicorn* (the "Last Unicorn" or "Novel") as authored by Beagle in or around
25 1968.

26 31. Defendants further allege to hold the equitable and legal rights in the certain
27 animated feature-length film based upon the Last Unicorn (the "Picture").

28 32. As of November 11, 2015, Beagle initiated a legal action as against Defendants

1 for, among other things, elder abuse, fraud, breach of fiduciary duty and conversion.

2 33. Prior to these public revelations regarding Defendants’ proclivity to commit
3 fraudulent acts, in particular, as directly related to the subject Novel and Picture, Defendants
4 similarly and fraudulently induced Plaintiffs to enter into a certain financial arrangement.

5 34. Specifically, on or around February 15, 2012, Defendant Avicenna and Plaintiff
6 Sandbox entered into a written joint venture agreement whereby, in exchange for Sandbox’s
7 remittance of Three Hundred Thousand Dollars (\$300,000.00) to Defendants, Defendant
8 Avicenna agreed to, among other things, oversee the distribution and marketing of the Picture
9 through a “special limited release film tour” and remunerate Plaintiff, at a minimum, Four
10 Hundred and Fifty Thousand Dollars (\$450,000.00) and, thereafter, twenty-five percent (25%) of
11 all profits derived from the the film tour and/or the exploitation of the Picture (the “Joint Venture
12 Agreement”). A true and correct copy of the parties’ Joint Venture Agreement is attached hereto
13 as Exhibit “A”.

14 35. Pursuant to the parties’ Joint Venture Agreement, Defendant Avicenna was
15 obligated to, among many other things, maintain all books and records of the joint venture, in
16 addition to collecting and reporting all income from third-parties.

17 36. Nonetheless, Defendants completely failed to maintain the books and record of
18 the joint venture and purported tour, including the collection and reporting of income from third-
19 parties and, instead, simply converted all such funds Plaintiffs remitted for personal use.

20 37. All conditions precedent to this action have occurred, been waived or have been
21 performed.

22 **COUNT I**
23 **CONVERSION**
24 ***(As Against All Defendants)***

25 38. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
26 through 37 as if fully set forth herein.

27 39. On or around February 15, 2012, Defendant Avicenna and Plaintiff Sandbox
28 entered into the Joint Venture Agreement, providing that Defendants would, among other things,
oversee the distribution and marketing of the Picture through a “special limited release film tour”

1 and remunerate Plaintiff, at a minimum, the sum of Four Hundred and Fifty Thousand Dollars
2 (\$450,000.00) and, thereafter, twenty-five percent (25%) of all profits derived from the film tour
3 and/or the exploitation of the Picture.

4 40. Shortly after the execution of the Joint Venture Agreement, based upon
5 Defendants' representations and promises, Plaintiff Sandbox caused the agreed upon sum of
6 Three Hundred Thousand Dollars (\$300,000.00) to be delivered to Defendants.

7 41. Plaintiffs were the rightful owners of the \$300,000.00, the monies entrusted in
8 Defendants' custody and care.

9 42. Defendants have completely failed and/or refused to account for the use of
10 Plaintiffs' funds and have completely failed and/or refused to return any of Plaintiffs' funds.

11 43. Instead, to satisfy their personal debts and/or living expenses, Defendants
12 wrongfully and unlawfully intentionally converted Plaintiffs' funds for Defendants' personal use
13 in their entirety.

14 44. Plaintiffs in no manner consented to Defendants' misappropriation of their funds.

15 45. Plaintiffs have performed all of the conditions, covenants, and promises required
16 on their part to be performed in accordance with the terms and conditions of the Joint Venture
17 Agreement.

18 46. As a direct and proximate result of Defendants' conversion of Plaintiffs' monies,
19 Plaintiffs have suffered significant economic damages.

20 47. Plaintiffs have been damages in an amount to be determined at trial, but not less
21 than the sum of \$300,000.00 plus prejudgment interest.

22 **COUNT II**
23 **BREACH OF AGREEMENT**
24 ***(As Against All Defendants)***

25 48. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
26 through 47 as if fully set forth herein.

27 49. On or around February 15, 2012, Defendant Avicenna and Plaintiff Sandbox
28 entered into the Joint Venture Agreement, providing that Defendant would, among other things,

1 oversee the distribution and marketing of the Picture through a “special limited release film tour”
2 and remunerate Plaintiff, at a minimum, the sum of Four Hundred and Fifty Thousand Dollars
3 (\$450,000.00) and, thereafter, twenty-five percent (25%) of all profits derived from the the film
4 tour and/or the exploitation of the Picture.

5 50. Shortly after the execution of the Joint Venture Agreement, Plaintiff Sandbox
6 caused the agreed upon sum of Three Hundred Thousand Dollars (\$300,000.00) to be delivered
7 to Defendants.

8 51. Plaintiffs have performed all of the conditions, covenants, and promises required
9 on their part to be performed in accordance with the terms and conditions of the Joint Venture
10 Agreement.

11 52. Defendants have failed and/or refused to perform their obligations in full
12 accordance with the Joint Venture Agreement.

13 53. To date, and despite numerous requests, Defendants have failed to provide
14 Plaintiffs with a full accounting in connection with the profits and/or losses of the Picture tour.

15 54. In addition, Defendants breached the parties’ Joint Venture Agreement through
16 the premature termination of the tour.

17 55. Upon information and belief, and in direct contravention of the parties’ Joint
18 Venture Agreement, Defendants have disbursed funds and/or profits of the Joint Venture to
19 themselves, failing and/or refusing to properly remunerate Plaintiffs their contractual portion of
20 all such revenues.

21 56. As a direct and proximate result of Defendants’ material breaches of the Joint
22 Venture Agreement, Plaintiffs have been damaged in an amount in an amount no less than
23 \$500,000.00 plus prejudgment interest.

24 **COUNT III**
25 **BREACH OF FIDUCIARY DUTY**
26 ***(As Against All Defendants)***

27 57. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
28 through 56 as if fully set forth herein.

58. By entering into and forming a Joint Venture pursuant to the laws of the Sate of

1 California, a partnership relationship existed between Defendants and Plaintiffs. Inherent in and
2 arising from this partnership are the fiduciary duties of loyalty, integrity, candor and good faith.

3 59. Defendants breached their fiduciary duties by engaging in acts and omissions
4 alleged herein including, among other things, failing to account to Plaintiffs and failing to
5 remunerate Plaintiffs pursuant to the parties' Joint Venture Agreement.

6 60. As a direct and proximate result of Defendants' breaches of fiduciary duties owed
7 to Plaintiffs, Plaintiffs have suffered damage in an amount to be proved at trial, but in no event
8 less than \$500,000.00.

9 **COUNT IV**
10 **UNJUST ENRICHMENT**
11 ***(As Against All Defendants)***

12 61. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
13 through 60 as if fully set forth herein.

14 62. As a result of the breaches by and wrongful acts of Defendants, Defendants have
15 been unjustly enriched at the expense of Plaintiffs. Defendants have derived and continue to
16 derive a benefit from failing to perform their contractual obligations pursuant to the parties' Joint
17 Venture Agreement.

18 63. Defendants are under an obligation to pay Plaintiffs forthwith all amounts by
19 which they have been unjustly enriched, which sum is not less than \$300,000.00.

20 **COUNT V**
21 **FRAUD IN THE INDUCEMENT**
22 ***(As Against All Defendants)***

23 64. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
24 through 63 as if fully set forth herein.

25 65. Defendants, to induce Plaintiffs to enter into and execute the parties' Joint
26 Venture Agreement and agree to remit the sum of \$300,000.00 to Defendants, made material
27 misrepresentations and false assurances to Plaintiffs, including, without limitation, the promise
28 that no monies derived from the exploitation of the tour would be distributed to Defendants until
one hundred and fifty percent (150%) of Plaintiffs' initial payment of \$300,000.00 was fully
recouped and paid to Plaintiffs, and that Defendants would not convert such funds for

1 Defendants' personal use.

2 66. Defendants further represented that they maintained all of necessary rights and
3 were able and willing to begin the agreed-upon Picture tour in the year 2012.

4 67. Defendants' misrepresentations and assurances in this regard were designed to
5 entice Plaintiffs, at Plaintiffs' significant detriment and expense, to pay Defendants the sum of no
6 less than \$300,000.00.

7 68. Moreover, Defendants, at all times, knew that Plaintiffs were heavily relying upon
8 the foregoing representations in agreeing to remit the sum of no less than \$300,000.00 to
9 Defendants.

10 69. At the time the Defendants made the foregoing material representations and
11 promises to Plaintiffs, such representations and promises were false and, in addition, Defendants
12 had no intention of fully performing under the terms of the parties' Joint Venture Agreement,
13 and knew that all such representations were false when made.

14 70. Defendants made such representations pertaining to promising future action with
15 no intention of performing or with a positive intention of not performing on such promises.

16 71. Plaintiffs acted in justifiable reliance upon the Defendants' material
17 misrepresentations, promises and assurances as, at the time Defendants made such
18 representations, Plaintiffs did not know of the falsity of the representations and, in addition, were
19 not aware of Defendants' complete lack of intention to fully perform under the parties' Joint
20 Venture Agreement, and could not, in the exercise of reasonable diligence, have discovered
21 Defendants' positive intention of not performing.

22 72. As a direct and proximate result of Plaintiffs' justifiable reliance upon
23 Defendants' fraudulent misrepresentations, Plaintiffs have suffered significant and extensive
24 damages and financial injury.

25 **COUNT VI**
26 **ACCOUNTING**
(As Against All Defendants)

27 73. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1
28 through 72 as if fully set forth herein.

1 74. An agreement exists between Plaintiffs and Defendants wherein Defendants
2 agreed to compensate Plaintiffs based upon a percentage of revenues Defendants earned from the
3 film tour. This relationship allows for an appropriate claim for accounting to be made by
4 Plaintiffs.

5 75. As the Joint Venture Agreement involves, among other things, a duty to account
6 for all income, revenues and profits derived from Defendants' exploitation of the Picture, and
7 Defendants continue to fail and/or refuse to provide any such accounting to Plaintiffs, it is not
8 clear that the remedy at law would be as full, adequate, and expeditious as it is in equity.

9 76. Defendants have received, and continue to receive, profits and revenues in
10 connection with the film tour and/or exploitation of the Picture.

11 77. As a result of the parties' Joint Venture Agreement, Defendants have received
12 money, a portion of which is due to Plaintiffs.

13 78. The amount of money due from Defendants to Plaintiffs is unknown to Plaintiffs
14 and cannot be ascertained without an accounting of the business receipts. Plaintiffs are informed
15 and believe and thereon allege that the amount due to Plaintiffs exceeds \$500,000.00.

16 79. Plaintiffs have demanded an accounting of the aforementioned receipts of the
17 business from Defendants and payment of the amount found due, but Defendants have failed and
18 refused, and continue to fail and refuse, to render such an account and pay such sum.

19 **WHEREFORE**, Plaintiffs Sandbox LLC and Justin Bunnell respectfully request that this
20 Court enter judgment in their favor and as against Defendants Connor Freff Cochran, Conlan
21 Press, Inc., and Avicenna Development Corporation as follows:

- 22 (a) That all Defendants are jointly and severally liable;
- 23 (b) For conversion of Plaintiffs' funds, and that Defendants have been unjustly
24 enriched, in an amount no less than **\$300,000.00**, plus pre-judgment interest on all
25 damages, at the legal rate;
- 26 (c) For breach of the parties' Joint Venture Agreement and the contractual
27 obligations contained therein, and that Plaintiffs be awarded all actual and
28 compensatory damages suffered from these breaches in an amount to be

determined at trial, plus interest and costs, but in no event less than \$500,000.00,
plus pre-judgment interest at the legal rate;

(d) For a full and complete accounting of all Defendants' revenues, costs and profits
in connection with the film tour and/or exploitation of the Picture;

(e) For punitive damages based upon Defendants' fraudulent conduct and breaches of
fiduciary duty owed to Plaintiffs;

(f) For all costs of suit incurred herein; *and*

(g) For such other and further relief as the Court deems appropriate.

DATED: December 28, 2015

Respectfully submitted,

SINGH, SINGH & TRAUBEN, LLP
MICHAEL A. TRAUBEN

By: 
Michael A. Trauben

Attorneys for Plaintiffs
SANDBOX LLC and JUSTIN BUNNELL