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5 Attorneys for Plaintiff Roadrunner JMTC LLC,  
as successor-in-interest to The John Michael  
6 Crichton Trust

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ROADRUNNER JMTC LLC, as successor-in-  
interest to The John Michael Crichton Trust,

Plaintiff,

vs.

WARNER BROS. TELEVISION, a division of  
WB STUDIO ENTERPRISES INC.;  
WARNERMEDIA DIRECT, LLC; JOHN  
WELLS PRODUCTIONS; JOHN WELLS;  
NOAH WYLE; R. SCOTT GEMMILL; and  
DOES 1-10, inclusive,

Defendants.

Case No.

**COMPLAINT FOR:**

- (1) **BREACH OF CONTRACT**
- (2) **BREACH OF IMPLIED COVENANT  
OF GOOD FAITH AND FAIR  
DEALING**
- (3) **INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL RELATIONS**

**JURY TRIAL DEMANDED**

1 Plaintiff Roadrunner JMTC LLC (“Plaintiff”), for its complaint against Warner Bros.  
2 Television, a division of WB Studio Enterprises Inc., WarnerMedia Direct, LLC, John Wells  
3 Productions, John Wells, Noah Wyle, and R. Scott Gemmill (collectively, “Defendants”), alleges as  
4 follows:

### 5 INTRODUCTION

6 1. Creators are the lifeblood of Hollywood. Drawing on their own life experiences and  
7 rich imaginations, screenwriters and other creators originate the stories, settings, and characters at  
8 the heart of the most beloved television series and motion pictures. Studios are the greatest  
9 beneficiaries of that creativity, earning hundreds of millions or even billions of dollars in success.  
10 Sometimes studios afford creators the attribution and compensation they deserve. But all too often,  
11 studios erase creators from their own creations, especially where those creations spawn sequels,  
12 spinoffs, reboots, or other derivative productions that owe their existence to the original work.  
13 That is morally, but not always legally, repugnant, because few creators have the stature to insist  
14 upon contractual protections for themselves and their heirs.

15 2. At the time Michael Crichton sold Warner Bros. the screenplay for what became the  
16 pilot episode of *ER*, he had that stature. Crichton was already one of the most successful authors,  
17 writers, producers, and directors in the history of publishing and motion pictures, and Warner Bros.  
18 promised that no subsequent productions derived from *ER* would go forward without Crichton’s  
19 consent. Yet, even those contractual protections were not enough. After negotiating  
20 unsuccessfully with Crichton’s estate for nearly a year for the right to reboot *ER*, Warner Bros.  
21 simply moved the show from Chicago to Pittsburgh, rebranded it *The Pitt*, and has plowed ahead  
22 without any attribution or compensation for Crichton and his heirs. Plaintiff brings this action to  
23 redress that grievous wrong and to ensure that studios are held accountable to the creators upon  
24 whose imaginations and ingenuity their successes depend.

25 3. From the time Crichton entered Harvard Medical School in 1965 through his  
26 untimely passing in 2008, Crichton wrote 25 novels that have sold more than 250 million copies  
27 worldwide. Crichton’s books have been translated into 38 languages, and an astonishing 13 have  
28 been made into films, including *Jurassic Park*. One of Dr. Crichton’s final novels, *Eruption*, which

1 James Patterson completed from notes and a partial manuscript that Crichton had been working on  
2 at the time of his passing, became an instant bestseller upon its publication earlier this summer and,  
3 following a bidding war, is already being developed into a feature film by Sony Pictures. And just  
4 last month, *Twisters*, a reboot of the 1996 movie co-written by Crichton, debuted at the top of the  
5 domestic box office, generating \$81.25 million in receipts in its opening weekend alone. Dr.  
6 Crichton's novels, films, and television series have achieved overwhelming global acclaim and  
7 have collectively grossed more than \$10 billion to date and growing.

8         4.         One of the crowning achievements of Crichton's illustrious career was the  
9 groundbreaking television series *ER*, a raw and unvarnished medical drama inspired by Crichton's  
10 own experiences as a medical intern in the emergency room of an urban hospital. Crichton wrote  
11 the screenplay for what became *ER*'s two-hour pilot in 1974, five years after graduating from  
12 medical school. More than 15 years later, Crichton worked with Steven Spielberg to develop his  
13 creation into what became one of the most successful television series of all time, running for 15  
14 seasons on NBC and earning Crichton an Emmy award as *ER*'s creator and producer (just one of  
15 23 Emmys the series won from among the 124 for which it was nominated). Crichton earned  
16 billions of dollars for Warner Bros. Television ("WBTV"), resuscitated the career of showrunner  
17 John Wells, and made a career for Noah Wyle, whose character in the series was based on Crichton  
18 himself.

19         5.         Before proceeding with *ER* at WBTV, Crichton insisted upon a series of contractual  
20 promises from the studio. Among the most important of those promises was a coveted "frozen  
21 rights" provision only made possible by Crichton's stature in the industry, which prohibits WBTV  
22 from proceeding with any sequels, remakes, spinoffs, or other productions derived from *ER* without  
23 Crichton's express consent. That provision ensured that Crichton would receive appropriate credit,  
24 and that he and his heirs would receive compensation commensurate with the ultimate success of  
25 *ER*, in connection with any future productions. Or, more accurately, it *would* have ensured that,  
26 had WBTV cared to honor its promises to Crichton.

27         6.         Following Crichton's passing in 2008, WBTV undertook a disturbing pattern of  
28 conduct calculated not to celebrate Crichton and the riches he had bestowed upon WBTV, both

1 creative and monetary, but instead to betray his trust and diminish—and ultimately erase—  
2 Crichton entirely from his creations. That pattern began with *Westworld*, the HBO series based on  
3 the 1973 film of the same name that Crichton had created, written, and directed. In lieu of the  
4 “created by” credit that Crichton deserved, the studio relegated him to a “based upon” credit buried  
5 deep in the end credits. But that indignity pales in comparison to what WBTV and its cohorts are  
6 now attempting in connection with *ER*.

7         7. In early 2020, Defendants began developing a reboot of *ER* that would air on  
8 Warner Bros.’ struggling HBO Max service. Defendants recognized how valuable the rights to *ER*  
9 were, and how valuable a new iteration would be in the current television marketplace, and  
10 therefore steered the reboot to HBO Max without ever shopping the project to ascertain its true  
11 value. They did all of this without any notice to Crichton’s widow, Sherri, and in brazen disregard  
12 of the frozen rights that had been assigned to Plaintiff for the benefit of Crichton’s heirs.

13         8. Nearly two years into development, Defendants finally disclosed the planned reboot  
14 to Sherri and Plaintiff and pressured them to consent to the reboot without regard for how Crichton  
15 would be credited or his heirs would financially benefit from the project. After a series of starts  
16 and stops, Plaintiff was prepared to approve the reboot based on a promise that Crichton would  
17 receive a “created by” credit—a promise that was backed by a \$5 million guarantee in the event of  
18 nonperformance. However, WBTV and Wells ultimately yanked that term, demanding that  
19 Plaintiff waive the guarantee. WBTV also reneged on many of the financial terms that were  
20 already agreed. Plaintiff refused to proceed and, without its consent, Defendants’ work on an *ER*  
21 reboot should have ended.

22         9. But Defendants’ efforts did not end, and they instead accelerated—first in secret,  
23 and now very publicly—to develop and produce precisely the same series, based on precisely the  
24 same premise, with precisely the same producers and star, for precisely the same network. In a  
25 transparent attempt to defeat Crichton’s frozen rights, however, they moved the setting from an  
26 urban hospital in Chicago to an urban hospital in Pittsburgh and renamed the series *The Pitt*, as  
27 though that somehow transmutes the series into something entirely new and cleanses it of the *ER*  
28 DNA that remains at its core. In so doing, Defendants hope to strip Crichton of his “created by”

1 credit (or any credit, for that matter) and to further profit from Crichton’s creation without paying  
2 his heirs a single penny.

3 10. *The Pitt* is *ER*. It’s not like *ER*, it’s not kind of *ER*, it’s not sort of *ER*. It is *ER*  
4 complete with the same executive producer, writer, star, production companies, studio, and  
5 network as the planned *ER* reboot. No one has been fooled, with *The Hollywood Reporter*  
6 recognizing the reboot, now named *The Pitt*, for what it actually is: *ER 2.0*.

7 11. Defendants’ actions are both legally and morally repugnant. They reflect a callous  
8 disregard for Crichton’s inception of *ER* and, in the case of Wells, a personal betrayal of a 30-year  
9 friendship. Defendants seek not to bury Crichton’s credit but to erase him altogether and to rob his  
10 heirs of the fruits of one of his greatest creations. Plaintiff will not allow that to happen.  
11 Defendants must be held accountable to Crichton and other creators whose rights are too often  
12 trampled upon in pursuit of unrelenting greed.

13 **PARTIES**

14 12. Plaintiff Roadrunner JMTC LLC is a Delaware limited liability company with its  
15 principal place of business in Beverly Hills, California. Plaintiff is the successor-in-interest to The  
16 John Michael Crichton Trust, which is in turn successor-in-interest to the rights that Michael  
17 Crichton and his production company, Constant c Productions, Inc., held in certain properties,  
18 including *ER*, at the time of Crichton’s passing.

19 13. Defendant Warner Bros. Television is a division of WB Studio Enterprises Inc., a  
20 Delaware corporation with its principal place of business in Burbank, California. WBTV is a  
21 supplier of live-action scripted programming and is part of Warner Bros. Discovery, Inc., a global  
22 media and entertainment company that creates and distributes a portfolio of content and brands  
23 across television, film, and streaming.

24 14. Defendant WarnerMedia Direct, LLC (“WMD”) is a Delaware limited liability  
25 company with its principal place of business in New York, New York. WMD is the domestic  
26 operator of Max, Warner Bros.’ subscription-based, video-on-demand streaming platform on which  
27 *The Pitt* is slated to air.

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1           15. Defendant John Wells Productions (“JWP”) is a business entity of form unknown  
2 with its principal place of business in Burbank, California. JWP is a media company focused on  
3 the acquisition, development, and production of television series and feature films. JWP has been  
4 announced as one of the production companies producing *The Pitt*.

5           16. Defendant John Wells is an individual who, on information and belief, resides in  
6 Los Angeles County, California. Wells had been hired as the initial showrunner on *ER* despite  
7 scathing accusations of plagiarism that had derailed his once promising career. Wells has been  
8 announced as an executive producer of *The Pitt*.

9           17. Defendant Noah Wyle is an individual who, on information and belief, resides in  
10 Los Angeles County, California. Wyle’s career was launched by *ER* in the role of Dr. John Carter,  
11 a character created by, and based upon, Crichton, who appeared in 254 of *ER*’s 331 episodes.  
12 Despite his subsequent forays into television and film, Wyle remains best known as Dr. Carter.  
13 Wyle is set to return to the hospital as the star and an executive producer of *The Pitt*.

14           18. Defendant R. Scott Gemmill is an individual who, on information and belief, resides  
15 in Los Angeles County, California. Gemmill joined *ER* as a supervising producer in the series’  
16 sixth season and went on to executive produce much of the seventh through fifteenth seasons.  
17 Gemmill has been announced as the showrunner and an executive producer of *The Pitt*.

18           19. Plaintiff is ignorant of the true names and capacities of the defendants, whether  
19 individuals or entities, sued herein as Does 1 through 10, inclusive, and therefore sues those  
20 defendants by fictitious names. Plaintiff will seek leave to amend this complaint to allege their true  
21 names and capacities when ascertained. Plaintiff is informed and believes, and based thereon  
22 alleges, that each of the fictitiously named defendants is responsible in some manner for the wrongs  
23 herein alleged, and that Plaintiff’s injuries as alleged herein were proximately caused by the  
24 wrongful conduct of those fictitiously named defendants.

25           20. Plaintiff is informed and believes, and based thereon alleges, that at all relevant  
26 times, the defendants sued as Does 1 through 10, inclusive, were the agents or employees of the  
27 other defendants and in doing the things hereinafter alleged were acting within the course and  
28 scope of that agency or employment.

1 **JURISDICTION AND VENUE**

2 21. Jurisdiction is proper in the Superior Court of the State of California for the County  
3 of Los Angeles pursuant to section 410.10 of the California Code of Civil Procedure.

4 22. Venue is proper in Los Angeles County, California, because Defendants are located  
5 in Los Angeles County at the commencement of this action, and during all relevant times, and  
6 because the causes of action herein arose in significant part in Los Angeles County.

7 **FACTUAL ALLEGATIONS**

8 **A. Michael Crichton As Author, Screenwriter, And Filmmaker**

9 23. Crichton was born in Chicago in 1942 and grew up in the Long Island town of  
10 Roslyn, New York. Crichton's father was a journalist, and Crichton developed a passion for  
11 writing from a young age. He began his writing career producing school assignments for  
12 classmates and, at age 17, had an article about a trip he took to Sunset Crater published in *The New*  
13 *York Times*.

14 24. Crichton attended Harvard College, from which he graduated at the top of his class  
15 in 1964 with a degree in biological anthropology. Following graduation, Crichton served as a  
16 fellow at the Salk Institute for Biological Studies and as a visiting lecturer in anthropology at  
17 Cambridge University in the United Kingdom. Crichton then enrolled in Harvard Medical School,  
18 which he attended partly out of a concern that he would not be able to make writing a career.  
19 Crichton graduated with his M.D. in 1969.

20 25. Crichton supported himself through medical school by writing novels. Between  
21 1966 and 1970, Crichton published eight thrillers under the pen name John Lange, a name he chose  
22 because he stood six-foot nine (Lange means long in German). Crichton created a different  
23 pseudonym, Jeffrey Hudson (the name of a famous English dwarf in the 17th century) for *A Case*  
24 *of Need*, a medical thriller for which Crichton won the Edgar Award for best novel from the  
25 Mystery Writers of America.

26 26. In 1969, Crichton published his first novel under his own name. *The Andromeda*  
27 *Strain*, about a mutating virus from space, established Crichton as a bestselling author. The book  
28 was adapted into a 1971 film by director Robert Wise, which was produced by Universal Studios.

1 It was on the set of that film where Crichton first met Steven Spielberg, who was working as a  
2 young contract director at the time.

3 27. Crichton went on to publish four novels over the next several years, including *Five*  
4 *Patients*, a non-fiction account of his experiences at Massachusetts General Hospital in the late  
5 1960s that highlighted inadequacies in the American health care system, and *The Terminal Man*, a  
6 novel about the dangers of mind control that was adapted into a 1974 film directed by Mike  
7 Hodges.

8 28. Crichton made his first foray into directing in 1973, when he wrote and directed the  
9 science fiction Western film *Westworld* about an adult amusement park featuring three themed  
10 “worlds” that were populated with lifelike androids that began to malfunction. *Westworld* was the  
11 first film to make use of computer-generated imagery (CGI). Crichton went on to direct a series of  
12 films in the late 1970s and 1980s.

13 29. In 1990, Crichton published the novel *Jurassic Park*, which he had begun as a  
14 screenplay nearly a decade earlier about a graduate student who recreates a dinosaur. Before the  
15 book was published, Crichton demanded a non-negotiable fee of \$1.5 million as well as a  
16 substantial portion of the gross proceeds for film rights. Warner Bros. and Tim Burton, Sony  
17 Pictures Entertainment and Richard Donner, and 20th Century Fox and Joe Dante bid for the rights,  
18 but Universal eventually acquired the rights for Spielberg. The film directed by Spielberg, based  
19 on the book *Jurassic Park* written by Crichton, was released to enormous critical and box office  
20 success in 1993. Two years later, Crichton published *The Lost World* as a sequel to *Jurassic Park*,  
21 which was made into the 1997 film of the same name, again directed by Spielberg.

22 30. Also in the 1990s, Crichton published the novel *Rising Sun*, an international  
23 bestseller about a murder in the Los Angeles headquarters of a fictional Japanese corporation that  
24 was adapted into a 1993 film directed by Philip Kaufman and starring Sean Connery and Wesley  
25 Snipes; *Disclosure*, which focused on sexual harassment in the workplace and was made into a  
26 1994 film directed by Barry Levinson and starring Michael Douglas and Demi Moore; *Airframe*, a  
27 techno-thriller about the investigation of an in-flight accident; and *Timeline*, a science-fiction novel  
28 in which experts travel back to medieval times that was made into a 2003 film directed by Richard

1 Donner and starring Gerard Butler and Frances O'Connor. Crichton also co-wrote the screenplay  
2 for *Twister*, a 1996 film about a group of amateur storm chasers directed by Jan de Bont and  
3 starring Helen Hunt and Bill Paxton.

4 31. Crichton published his final novels in the early 2000s, including *Prey*, a cautionary  
5 tale about developments in nanotechnology, and *Next*, a 2006 novel about the world of genetics.  
6 *Next* was Crichton's 25th novel, the 15th under his own name, and the last to be published during  
7 his lifetime.

8 **B. *Emergency Ward***

9 32. Although many of Dr. Crichton's novels became hit films, one of his crowning  
10 achievements was a 1974 screenplay entitled *Emergency Ward* that he eventually adapted for the  
11 small screen as the breakthrough medical drama *ER*. Crichton wrote the 180-page screenplay about  
12 24 hours in a hospital emergency room that was based on his own experiences as a medical intern.  
13 The screenplay featured the hectic pace and quiet heroism of the overtaxed physicians, nurses, and  
14 frontline responders who do that work. It included more than 100 characters, including patients  
15 who are seen briefly, in glimpses, as in an actual emergency room, often never knowing what  
16 happens to them.

17 33. Crichton put the screenplay aside, making occasional updates, until 1989, when  
18 Spielberg expressed an interest in developing *Emergency Ward* into a television series. Not long  
19 into development, however, Spielberg asked Crichton what else he was writing. When Crichton  
20 described his book about dinosaurs and DNA, *Emergency Ward* went back on the shelf, and the  
21 pair focused on bringing *Jurassic Park* to the big screen.

22 34. After *Jurassic Park*, the pair brought *Emergency Ward* back to life as *ER*, a  
23 television series developed at Spielberg's Amblin Entertainment. Spielberg and Crichton set up the  
24 project at Warner Bros., and John Wells was hired as the showrunner. Wells, who served as a  
25 producer on the ABC drama series *China Beach*, had recently been charged with plagiarism by  
26 multi-E Emmy winning writer and author David Simon and Oscar winning filmmaker Barry  
27 Levinson in connection with the 1992 CBS series *Angel Street*. Wells was accused of having  
28 stolen entire passages from *Homicide: A Year on the Killing Streets*, Simon's non-fiction account

1 of Baltimore murder investigators. Wells settled the claim so that *Angel Street* could proceed, but  
2 the show was cancelled after only four episodes.

3         35. Crichton and Spielberg wanted a series commitment for *ER* and shopped it  
4 everywhere for more than a year. The project was unlike anything on television at the time, with a  
5 raw immediacy, a pace as unrelenting as a real emergency room, unparalleled medical accuracy,  
6 lots of blood, and patients who died. It was not an easy sell.

7         36. Crichton and Spielberg ultimately agreed to film Crichton’s screenplay as a pilot for  
8 NBC. Crichton’s rules were simple: The screenplay was to be shot as written, without any changes  
9 beyond bringing it up-to-date. The resulting two-hour pilot set a new standard for television  
10 dramas. In marked contrast to the dramatic pauses and hanging looks common to shows at the  
11 time, *ER* was fragmented and chaotic, with a breathless narrative pace. The physicians talked to  
12 one another just like in an actual emergency room, and they interacted with patients in the same  
13 real-life fashion—looking at their injury sites, not their faces, when talking to them—and the show  
14 never talked down to viewers.

15         37. *ER*’s gritty reality was captured with a visual sophistication never before seen on  
16 television. The show was shot largely with Steadicams strapped to camera operators’ chests, which  
17 was principally a motion picture tool at the time. Many scenes were filmed in a single shot,  
18 choreographed to feel like a real emergency room. The physicians were complex and flawed, the  
19 patients did not always live, and storylines often did not neatly resolve. Warren Littlefield, then the  
20 President of NBC Entertainment, described the series as “brilliant chaos.” Jeff Zucker, who  
21 followed Littlefield as President of NBC Entertainment, recognized that, as the creator and  
22 producer of *ER*, Crichton “helped change the face of televised drama.” Spielberg himself observed  
23 that “no one had ever seen anything like this on television”; Crichton’s series was “a clone of  
24 nothing.”

25         38. Crichton himself was characteristically graceful and humble. He did not hog the  
26 spotlight but instead stepped back, allowing Wells to run the production as showrunner. Crichton  
27 stayed closely involved in the series for the next several seasons, however, taking part in story  
28

1 meetings and providing feedback on dailies. Even after Wells took charge of production, *ER*  
2 remained, immutably, Crichton's vision.

3         39. In an extraordinary career with countless successful films and television series, it is  
4 noteworthy that the most successful film Steven Spielberg has ever directed is *Jurassic Park*, based  
5 on Crichton's novel of the same name and screenplay adaptation of his own novel (co-written with  
6 David Koepp), and the most successful television series Spielberg has ever been part of is *ER*,  
7 based on an original screenplay by Crichton. This is a testament to the towering creative mind  
8 Crichton possessed and the value of his creations, which conservatively to date have grossed in  
9 excess of \$10 billion.

### 10 **C. Crichton's Frozen Rights**

11         40. Although Crichton assigned the copyright in his original 1974 screenplay for  
12 *Emergency Ward* to Warner Bros., he did not relinquish control over exploitation of the concept,  
13 characters, or anything at all derived from the series. Instead, Crichton insisted upon what is an  
14 unusual "frozen rights" provision, made possible only because of his stature in the industry, that  
15 prohibited future productions without Crichton's consent. Specifically, Crichton's 1994 contract  
16 with Warner Bros. (the "1994 Agreement"), a true and correct copy of which is attached hereto as  
17 Exhibit A, stated that "any and all sequels, remakes, spin-offs and/or other derivative works ...  
18 shall be frozen, with mutual agreement between Crichton, Amblin and Warner Bros. being  
19 necessary in order to move forward in any of these categories."

20         41. The frozen rights provision served two principal purposes. First, it ensured that  
21 future productions would live up to Crichton's creative vision, and that he would be appropriately  
22 credited as a creator. Second, and equally important, it ensured that Crichton and his heirs would  
23 be fairly compensated. Despite Crichton's incredible track record, at the time he entered into the  
24 1994 Agreement, no one knew whether *ER* would be successful. Crichton wanted to be sure that,  
25 in the event the series was a success, he and his heirs could negotiate compensation for future  
26 productions commensurate with that success.

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1 **D. The Phenomenal Popular and Critical Success of *ER***

2 42. *ER* was not only successful, but wildly so. The series premiered on a Monday night  
3 but quickly moved to the Thursday night time slot that had belonged to *Hill Street Blues* and then  
4 *LA Law*. In its first season, *ER* was up against *Chicago Hope*, a more traditional medical drama  
5 from David E. Kelly that was broadcast on CBS and had been expected to come out on top.  
6 Instead, *ER* was the clear ratings winner, and CBS shifted *Chicago Hope* to an earlier time slot and  
7 ultimately to Monday nights in a bid to escape the shadow cast by *ER*. *ER* remained in its coveted  
8 Thursday night time slot for its entire 15-year run.

9 43. Faithfulness to Crichton’s vision ensured that *ER* was not only popular but also  
10 critically acclaimed. *ER* was a top 10 drama in every one of its first 10 seasons and remains to this  
11 day one of the most acclaimed series in television history. Across its 331-episode run, *ER* was  
12 nominated for 124 Emmys and won 23, including for Outstanding Drama Series; won the Screen  
13 Actors Guild Award for Outstanding Performance by an Ensemble in a Drama Series four times;  
14 and won four Directors Guild of America Awards, the Humanitas Prize, six NAACP Image  
15 Awards, the Peabody Award, two Producers Guild Awards, and two Writers Guild Awards, among  
16 many others.

17 44. *ER* grossed more than \$3.5 billion for Warner Bros. And it directly impacted lives,  
18 sending tens of thousands of medical students and nurses into the front lines of emergency  
19 medicine, with applications for emergency room residencies increasing a reported 300% in just the  
20 first year the show was on the air. There had been nothing like it on television before, and it  
21 remains largely unparalleled in its critical and popular success to this day.

22 **E. Crichton’s Passing**

23 45. Crichton did not live to see *ER* complete its run in 2009. Crichton was diagnosed  
24 with squamous cell carcinoma in the spring of 2008 and, despite a promising prognosis, passed  
25 away suddenly that fall at age 66. Crichton left behind his wife, Sherri, who was six months  
26 pregnant at the time with Crichton’s only son.

27 46. Sadly, Warner Bros. has not honored Crichton’s legacy following his untimely  
28 passing. After Crichton made Warner Bros. billions of dollars, including \$3.5 billion from *ER*

1 alone, Warner Bros. betrayed his trust and virtually erased Crichton from his most successful  
2 creations. In one striking example, WBTV denied Crichton a “created by” credit on its HBO series  
3 *Westworld*, which was born from the 1973 film that Crichton created, wrote, and directed, and  
4 instead relegated him to a “based on” credit buried in the show’s end credits, alongside the music  
5 supervisor. Unfortunately, Crichton had not achieved his towering stature in the industry at the  
6 time he negotiated his deal for the 1973 film, and he therefore lacked the legal protections that he  
7 later secured in connection with *ER*.

8 **F. Planned *ER* Reboot**

9 47. On Thanksgiving eve in November 2022, Crichton’s widow, Sherri, received a call  
10 from Wells—who, despite having been one of Crichton’s closest friends, she had not heard from in  
11 years. Wells said that there was going to be a big press release on *Deadline* within days  
12 announcing an *ER* reboot starring Noah Wyle that Wells would be producing with WBTV for  
13 Warner Bros.’ struggling HBO Max streaming service, and he told Sherri that he was giving her a  
14 “courtesy call” so that she heard it from him instead of reading it in the trades. Wells, aware that  
15 his work on the reboot had already violated Crichton’s frozen rights, pretended that the reboot had  
16 come together practically overnight. As discussed below, that was a lie, and the *ER* reboot had by  
17 that time been gestating for nearly two years.

18 48. On December 4, 2022, shortly after Wells’ contrived pre-Thanksgiving call to  
19 Sherri, WBTV sent her an offer letter for resumption of the “genre-defining series” that Crichton  
20 had created. That letter acknowledged “the integral part Mr. Crichton played not only in the  
21 creation of the concept, but in the success of E.R. the series itself,” explained that “the studio is  
22 committed to honoring Mr. Crichton’s contributions to this historic television show,” and promised  
23 to “respect The Crichton Estate’s rights of approval to move forward with any subsequent  
24 productions.”

25 49. In response to the offer letter, Plaintiff’s representatives reached out to WBTV to  
26 negotiate the financial and other terms of Plaintiff’s participation in the *ER* reboot, including a  
27 guaranteed “created by” credit for Crichton. WBTV, however, refused to engage, telling Plaintiff’s  
28 representatives that negotiations were “simply not going to materialize” and that Plaintiff would

1 have to live with whatever WBTV offered—which, importantly, did *not* include a guaranteed  
2 “created by” credit. When Plaintiff’s representatives balked, WBTV attempted to back away from  
3 its earlier, and unequivocal, acknowledgment of Plaintiff’s frozen rights, stating that,  
4 “[n]otwithstanding any casual references by the studio to the contrary or prior courtesies extended,”  
5 WBTV was not “re-affirming” those frozen rights. WBTV even went so far as to suggest that *ER*  
6 owed its success to “Mr. Wells own personal efforts,” glossing over not only Crichton’s creative  
7 vision but also the fact that it was Crichton who rescued Wells’ career in the aftermath of his  
8 plagiarism scandal. This was a dramatic escalation of the indignities to Crichton and his legacy  
9 that WBTV had earlier displayed in connection with *Westworld* and other properties based on  
10 Crichton’s creations.

11 50. In the face of WBTV’s refusal to negotiate, Plaintiff’s representatives advised  
12 WBTV that Plaintiff intended to enforce its frozen rights, and that the planned *ER* reboot therefore  
13 could not proceed. This, in turn, caused both Wells and Wyle to panic and to reach out to Sherri in  
14 a shameless attempt to pull at her heartstrings and induce Plaintiff to allow the reboot to proceed.  
15 Wyle went first. In a January 27, 2023 email to Sherri, Wyle expressed that he was “*appalled at*  
16 *the examples of disrespect shown you, Michael, and the Estate,*” including in connection with  
17 *Westworld*. Wyle told Sherri that “I admire, respect and back your fight to protect [Crichton’s]  
18 legacy and authorship” and assured her that “was my sole intention here, as my gratitude to  
19 Michael will be everlasting.”

20 51. Sherri responded to Wyle that same day:

21 I want to thank you for reaching out directly to me. I know how much Michael  
22 admired your work on *ER* and how grateful he was to have John Wells serve as  
23 writer, director and showrunner and to have John build upon and sustain his  
24 original creation and deliver one of the most successful and honored shows in  
25 television history. Like my late husband, I am also grateful to you both for your  
26 brilliant work and to the talented cast, writers, producers, directors and crew  
27 members who contributed to the success of *ER* across 15 seasons.

28 I will not go into detail at this time but I will say that you are correct in describing  
the way Warner Brothers has treated my late husband Michael, myself and our  
thirteen year old son (who I was carrying in my stomach when Michael passed) as  
appalling and disrespectful. Honestly, I cannot believe the tone in some of the  
WB emails, especially when my representatives simply attempted to obtain  
information they needed about the series, attempted to solve important

1 outstanding issues and to negotiate a fair deal for Michael, me and our son on one  
2 of the most successful TV series in history. The way I was treated during the  
3 negotiation led me to believe it was the way I would be treated if we were to  
4 move forward and that was not acceptable to me. I sought a reset in the  
5 relationship between the studio and my brilliant late husband who not only  
6 created ER but was also responsible for many other successful television series  
7 and movies for Warner Brothers, including *Twister*, *Westworld*, *Disclosure* and  
8 many others. Ultimately we reached an impasse and I am very grateful to John for  
9 honoring Michael and keeping his promise not to attempt to produce this new  
10 series without our approval rights which are clearly spelled out in Michael's  
11 contract.

12 All this is to say that I deeply appreciate your classy note to me today and also for  
13 your efforts to find a bridge between the parties that would allow for this series to  
14 go forward. The idea of you returning in your signature role as Carter (which, as  
15 you know, was based on Michael's own life) with John as the showrunner is  
16 exciting and filled with tremendous potential.

17 But ultimately, all this rest[s] with Warner Brothers.

18 If Warner Brothers wants to re-engage a fair and appropriate negotiation for a  
19 series as successful as ER and treat us respectfully through the process my  
20 representatives stand ready to talk. However, if their attitude remains that what is  
21 important to them must be important to us but what is important to us has no  
22 priority for them than we should not waste each others time. And if they do wish  
23 to talk again, they need to do so with my representatives and not with me.

24 Thank you again for your thoughtful letter. I do sincerely hope we will be able to  
25 speak in the near future Noah.

26 52. Wells went next, emailing Sherri on February 11, 2023 to express ignorance, and  
27 outrage, at how WBTV had disrespected Crichton's legacy. *"I didn't know anything about  
28 Michael's name being virtually erased from WESTWORLD. And I think it was despicable. Not  
only would I have never done anything like that to another writer, it would have never occurred to  
me to do that to any other writer -- much less one of Michael's stature. It's stupid, thoughtless and  
counterproductive -- Michael's name on any show is a plus. He has millions of fans who would  
have turned in to a television adaptation of Michael Crichton work. Stupid, disrespectful and  
embarrassing."* Yet, Wells could not keep his own ego in check, and bragged to Sherri with  
respect to the money Crichton had made from ER, *"[f]rankly, I made that money for [him]."* Wells  
falsely assured Sherri that he had come to her at the very inception of discussions of a possible ER  
reboot and implored her to take WBTV's deal. *"We'd put Michael's director's chair back by the*

1 monitors ... and [his son] could sit in it and watch us shoot. ... Show him what his father created.  
2 How he impacted so many lives. I loved Michael, Sherri, he was my friend. We shared many,  
3 many wonderful times. I miss him. The way this all went down has left me deeply saddened.”

4 53. Sherri responded several days later:

5 Thank you for your thoughtful letter. I want you to know that I appreciate your  
6 time with Michael and the detailed history that you laid out for me.

7 As you have rightfully acknowledged, the Crichton family history with Warner  
8 Brothers since Michael’s passing has been terrible and it is unfortunate that this  
9 treatment continued throughout the ER negotiation. I have read all the  
10 correspondence from Brett Paul and I have to say that I was shocked by the way  
11 they were treating Michael's legacy, me and our son. Am I right to assume that  
12 neither you or anyone from your company knew of this treatment, for surely you  
13 would have stood up and called this behavior out.

14 The negotiations were fraught with bullying and veiled threats. This is the same  
15 type of behavior that allowed Warner Brothers to strip Michael of his 'Created By'  
16 credit on Westworld (a film he created, wrote, and directed) and to minimize and  
17 eliminate his contributions to a host of other successful projects. This is wrong.  
18 Michael would be appalled. And if the shoe were on the other foot John I feel  
19 confident you would be too.

20 I want to be clear that I was excited about your vision for the new ER and I also  
21 want you to know that we tried very hard to make a deal with WB. You are in an  
22 extraordinarily powerful position at Warner Brothers and I would ask you to  
23 examine how Brett Paul spoke about me to my representatives, and to ask  
24 yourself if you are okay with that treatment. As a practical business matter, the  
25 proposal Warner Brothers made was below market and thus unacceptable. It also  
26 involved troubling self-dealing. If Warner Brothers were to attempt to restart a  
27 negotiation, it would need to be a fair one and I also would like to see you be  
28 directly involved.

There is a lot in your letter that I want to sit with and consider and I hope that you  
will do the same with this letter.

54. Wyle took his next shot in a February 27, 2023 email to Sherri that he framed as “a  
final appeal from the heart.” Apparently unaware of Wells’ lies, Wyle offered “a chronology of  
events” in the development of the *ER* reboot to “give context to the intention behind it all.” What  
that chronology revealed was that Wyle, Wells, and Gemmill had been secretly exploring and  
developing an *ER* reboot long before Wells reached out to Sherri. In fact, Wyle had first reached  
out to Wells all the way back in February 2020 with the idea for a limited series that would pick up

1 where *ER* had left off. Like the original series, the reboot would show the continuing collapse of  
2 urban hospital care as the COVID-19 pandemic, drug abuse, and chronic homelessness eroded the  
3 public health system. Wyle would reprise his role as a now-seasoned physician and the show  
4 would follow him through a 14-hour shift, during which he overcomes disillusionment with the  
5 system and recommits to his profession. The following year, Gemmill reached out to Wyle with  
6 his own idea for a “Carter-centric” reboot, and they continued their discussion with Wells,  
7 culminating in an expression of interest from NBCU in July 2022. (Wells then advised Warner  
8 Bros. of NBCU’s interest in a spinoff. Channing Dungey, Chairman of the Warner Bros.  
9 Television Group, alerted Warner Bros. CEO David Zaslav and HBO CEO Casey Bloys of an  
10 anticipated offer from NBCU. Zaslav and Bloys preempted that eventual offer, seizing the *ER*  
11 spinoff on sweetheart terms for HBO Max without the knowledge or approval of Plaintiff.)

12         55. Wyle “humbly” implored Sherri to allow the reboot to proceed. He expressed that  
13 he was “forever grateful to Michael,” “always felt I was portraying a significant aspect of his  
14 humanity,” and wanted “to honor [Crichton’s] legacy and promote his authorship.” This time,  
15 however, Wyle and Wells did not rely on false sentimentality alone, and they instead undertook  
16 through JWP to negotiate terms with Plaintiff that actually honored Crichton’s legacy and the  
17 incredible value of his contributions. With WBTV taking a backseat in the negotiations, Plaintiff  
18 and JWP reached an agreement in principle on the key deal terms by early April 2023. Essential to  
19 that deal was WBTV and Wells/JWP’s commitment to support a “created by” credit for Crichton  
20 before the Writers Guild, backed by a \$5 million personal guarantee from Wells/JWP in the event  
21 those efforts were unsuccessful, as well as the preservation of Plaintiff’s frozen rights in connection  
22 with future productions derived from *ER*.

23         56. When WBTV stepped back into the mix, however, it reneged on the agreement in  
24 principle and attempted to force new and additional terms upon Plaintiff in a “best and final”  
25 agreement that it sent at 5:30 p.m. on April 11, 2023 and insisted be signed that same night. When  
26 Plaintiff’s representatives refused to be bullied, WBTV again announced that the project was dead,  
27 and that it had no intention of moving forward with the reboot. As before, this was a negotiating  
28 ploy, and WBTV and Wells soon backchanneled a new offer to Plaintiff. The offer, however, had

1 gotten far worse. WBTV demanded that Plaintiff agree to yet less favorable financial terms and,  
2 importantly, yanked Wells/JWP’s \$5 million personal guarantee backing a “created by” credit for  
3 Crichton.

4 57. Plaintiff refused WBTV’s demands and once again invoked the frozen rights  
5 provision precisely as Crichton had intended, to ensure that the reboot would move forward *only* if  
6 his contributions were respected and his heirs received compensation commensurate with the  
7 phenomenal success of the original series and the billions it had earned for WBTV. And, once  
8 again, WBTV represented that the project was dead. This time, however, Wells and Wyle did not  
9 attempt to woo Sherri with false sentimentality. Instead, Wells sent Plaintiff a truly preposterous  
10 email asserting that enthusiasm for rebooting *ER* had suddenly “gone from red hot to ice cold,” the  
11 property simply did not have the value he had believed, and that “[p]erhaps in another five or ten  
12 years, circumstances will change enough to consider making a revival possible.”

13 **G. ER 2.0**

14 58. In reality, the reboot was not dead, far from it. Instead, when Plaintiff had refused  
15 to bend, WBTV, Wells/JWP, Wyle, and Gemmill simply decided to scrub Crichton and his heirs  
16 from the project entirely. Defendants decided to move forward with the same show, with the same  
17 lead actor and the same producers, on the same network, just under a different name. Rather than  
18 afford Crichton the “created by” credit he deserved, Defendants would pretend their reboot was not  
19 his creation at all, thereby enriching themselves to the tune of millions of dollars—potentially  
20 hundreds of millions or several billion dollars in success—and depriving Crichton’s heirs of their  
21 rightful share.

22 59. On March 26, 2024, WMD issued a press release announcing that it had given a 15-  
23 episode, straight-to-series order for *The Pitt* from WBTV, Wells/JWP, Wyle, and Gemmill, that  
24 was described as “a realistic examination of the challenges facing healthcare workers in today’s  
25 America as seen through the lens of the frontline heroes working in a modern-day hospital”—  
26 precisely what had been under development for three years as an *ER* reboot. Defendants were  
27 clumsy at best in their attempts to disguise *The Pitt* as anything other than a continuation of *ER*.  
28 Wells, Wyle, and Gemmill said in joint statement: “We are grateful to Warner Bros. Television and

1 Max for giving us this opportunity *to return to the world of urban medicine*. The myriad  
2 challenges facing the doctors, nurses, technicians, patients, and their families who work in the  
3 trenches of modern medicine have become only more pronounced in the decade and a half *since we*  
4 *last visited their stories*. We're thrilled to be able *to return to this world* with the support of our  
5 partners and are looking forward to pushing the boundaries of dramatic realism and medical  
6 accuracy in following the lives of these heroic men and women.”

7         60.     *The Pitt* plainly derives from *ER*. Indeed, the structure, plot, themes, setting, pace,  
8 characters, and sequence of events of the pilot screenplay for *The Pitt* all mirror Crichton's original  
9 screenplay for the 1994 pilot episode of *ER*. By way of example only:

- 10             • Noah Wyle's character is Dr. John Carter from *ER* in all but name, only 30 years  
11             later, and imbued with the experience and lessons learned during the 15-year run of  
12             the original series;
- 13             • both series are based in the emergency room of a hospital in a large urban city;
- 14             • both pilots begin in the early morning and take place over the course of a single day;
- 15             • both series use act breaks (commonly referred to as commercial breaks), which in  
16             the case of *The Pitt* is highly unusual for a series airing on premium cable or a  
17             streaming platform that does not air commercials;
- 18             • the main character's co-worker/friend in both series is a roguish bad boy;
- 19             • both pilots introduce characters who are students/interns on their first day at the  
20             hospital and are not prepared for what they will experience;
- 21             • both pilots have moments where a member or members of the hospital staff must be  
22             treated by their fellow doctors;
- 23             • both pilots have hospital staff members with suicidal tendencies; and
- 24             • both pilots feature patients who are “regulars” in the emergency room, to the point  
25             the staff knows them by name.

26         61.     *The Pitt* is *ER* through and through. Simply changing the urban setting from  
27 Chicago to Pittsburgh and naming the series after that new location does make the series any less  
28 derivative of Crichton's creation. No one has been fooled, with *The Hollywood Reporter* labeling

1 the show as exactly what it is: *ER 2.0*. This time, however, WBTV seeks not simply to bury  
2 Crichton in the end credits, but instead to erase him altogether from one of his signature creations.

3 62. WBTV's conduct amounts to a flagrant breach of the frozen rights that Crichton  
4 insisted upon before entrusting the original series to WBTV, and WMD, Wells/JWP, Wyle, and  
5 Gemmill's knowing participation in that breach is a shameful betrayal of Crichton and his legacy.

6 **FIRST CAUSE OF ACTION**

7 **Breach of Contract**

8 **(Against WBTV)**

9 63. Plaintiff realleges and incorporates by reference each allegation contained in  
10 paragraphs 1 through 62 as though fully set forth herein.

11 64. Crichton and WBTV are parties to the 1994 Agreement, which has been validly  
12 assigned to Plaintiff.

13 65. Crichton and Plaintiff have done all, or substantially all, of the significant things that  
14 the 1994 Agreement required them to do.

15 66. As a direct and proximate result of WBTV's breaches of the 1994 Agreement as  
16 described herein, Plaintiff has suffered damages in an amount to be proven at trial.

17 67. As a direct and proximate result of WBTV's breaches of the 1994 Agreement,  
18 Plaintiff has also sustained and will continue to sustain injury for which it has no adequate remedy  
19 at law. Plaintiff is therefore entitled to preliminary and permanent injunctive relief to restrain and  
20 enjoin WBTV's ongoing breaches of the 1994 Agreement.

21 68. WBTV has been and will be unjustly enriched through its breaches of the 1994  
22 Agreement, thus entitling Plaintiff to disgorgement of profits attributable in whole or in part to  
23 those breaches.

24 **SECOND CAUSE OF ACTION**

25 **Breach of Implied Covenant of Good Faith and Fair Dealing**

26 **(Against WBTV)**

27 69. Plaintiff realleges and incorporates by reference each allegation contained in  
28 paragraphs 1 through 62 as though fully set forth herein.





# **EXHIBIT A**

November 22, 1993  
Revised February 17, 1994  
Revised February 25, 1994  
Revised March 1, 1994  
Revised March 22, 1994

Ms. Julie Waxman  
300 Television Plaza  
Building 140, Room 236  
Burbank, CA 91505

Re: **"EMERGENCY WARD" a/k/a "EMERGENCY ROOM" ("ER"):  
SERVICES OF MICHAEL CRICHTON/AMBLIN/JOHN WELLS**

Dear Julie,

The following will confirm the revised basic deal points with regard to the above referenced project for the above referenced clients. In the interest of time, I have been brief with regard to each point.

1. Subject to agreement between Warner Bros. and NBC with respect to the license fee, NBC has ordered a 2-hour pilot for the ER series. Regardless of whether the license fee is agreed upon or whether the pilot is produced, the executive producer fees payable for the 2-hour pilot to Amblin and Constant c Productions, Inc. (ID # 95-3518593) ("Lender") for the services of Michael Crichton ("Crichton") (\$70,000 each) are now guaranteed by Warner Bros., pay or play, and will be payable one quarter on start of pre-production, one quarter on start of principal photography, one quarter on completion of principal photography and one quarter on delivery (but guaranteed in all events). NBC will have the right to order the ER series for Fall 1994 or mid-season 1994, with a minimum of 11 additional 1-hour programs (beyond the 2-hour pilot). For each season of ER with respect to which Warner Bros. accepts a network order or otherwise elects to produce episodes, Warner Bros. will guarantee: with respect to fees, all programs ordered but not fewer than 11 additional programs for the first season and 13 programs in each season thereafter; and with respect to royalties, all programs produced but not fewer than 11 additional

Ms. Julie Waxman  
March 22, 1994  
Page 2

- programs in the first season and 13 programs in each season thereafter.
2. If Warner Bros. is unsuccessful in obtaining a series order for ER for Fall 1994 or mid-season 1994 as described above, the Series rights to ER shall be frozen, with mutual agreement between Crichton, Amblin and Warner Bros. being necessary in order to move forward.
  3. Lender will receive an additional \$150,000 for a single rewrite to the existing ER script (based on the Wells notes) and the payment will be made immediately. For this money (and the \$70,000 guaranteed executive producer fee for the 2-hour pilot), subject to paragraphs 2 and 10 and the terms of WGA Agreement, Warner Bros. will acquire all rights in and to the property. This writer fee is non-reducible. Warner Bros. confirms that it and NBC have agreed that the pilot for ER will be developed consistent with Crichton's vision for the property (i.e., the pilot will be based on the existing Crichton script, subject to his rewrite and/or Wells' rewrite based on the Wells notes) and will not be materially changed therefrom. If additional rewriting or polishing of the pilot script is needed, the writer will be subject to Crichton's approval (Wells has been pre-approved); if Crichton elects to do further rewriting or polishing for the pilot beyond the one rewrite, he may do so only if production of the pilot will not be delayed by reason of Crichton's schedule and Crichton would not be entitled to additional compensation therefor.
  4. Amblin and Crichton share mutual showrunner approval with Warner Bros., with John Wells being pre-approved as the showrunner. In the event that Crichton is unavailable to approve a replacement showrunner, Amblin and Warner Bros. shall share mutual approval over the showrunner. In the event that Amblin is unavailable to approve the showrunner, Crichton and Warner Bros. will share approval of the showrunner. Warner Bros. will use its absolute best efforts to get both Amblin and Crichton to participate in all aspects of the showrunner approval process. Amblin will designate someone to be its point person for this showrunner approval process (it being understood that such point person may be changed from time to time). The approval of this showrunner will be made in a timely manner so as to not

frustrate production. Obviously, any showrunner would be subject to network approval.

5. Lender will receive a \$7500 per episode royalty, non-reducible for sole or shared "Created By" credit, for each episode produced, subject to the minimum guarantee set forth above. It is understood that a royalty will not be paid on the 2 hour opener. The standard 100%/5 will apply.
6. Amblin and Lender will each receive \$35,000 per 1 hour episode (\$70,000 each for the 2 hour opener) for the first 13 episodes (or 2-hour opener plus 11 episodes), escalating to \$40,000 per episode each for the back 9 if ordered (or any additional episodes ordered). In the second season of the series, the fee will remain at \$40,000 per episode each and then rise 5% cumulatively per season thereafter to both Amblin and Lender.
7. Warner Bros. confirms that it and NBC have acknowledged that: Amblin and Crichton's services will be non-exclusive at all times and subject to their respective availabilities, which availability shall not be limited to third-party commitments (e.g., Crichton's work on a novel for his or Lender's own account might cause Crichton to be unavailable); there will not be the customary requirement of specific services or in person services; and the extent of services are at Amblin and Crichton's election.
8. (a) Wells and Warner Bros. have agreed that Wells is to receive: \$35,000 per episode for the first 13; \$40,000 per episode for back order; no series sales bonus; no royalty unless he shares "Created By" credit; annual escalations per agreement referenced in 8(b) below;
- (b) It is understood that Wells' backend profit participation is as follows: 2.5% of the modified gross proceeds for the first year in which he renders Executive Producer services (as defined in the July 14, 1993 Warner Bros. agreement) against 10% of 100% of the defined proceeds, if any (as referenced in that same agreement) plus an additional 2.5% of the modified gross proceeds if Wells serves as Executive Producer for the second production year. Amblin and Lender will bear

Wells' share of the profits equally from their share of profits as described below.

9. Amblin and Lender will each receive 17.5% of 100% of the Adjusted Gross Proceeds from ER. Such definition of Adjusted Gross will be negotiated in good faith with due regard to the stature of Amblin and Crichton and shall include but not be limited to the following: Warner Bros. to recoup its direct production costs, interest computed at prime plus 1% and 7-1/2% overhead. Next, Amblin and Lender to each receive up to \$9,000 per episode out of next monies received as an overhead figure to them. Thereafter, Warner Bros. to be entitled to recoup an additional 5% overhead. Interest may be charged on overhead, but overhead shall not be charged on interest. Any and all third party profit participants, other than Wells, will be subject to Amblin and Crichton's absolute approval and will be fully borne from their share of profits.
10. Any and all publishing relating to ER, any and all theatrical releases, any and all sequels, remakes, spin-offs and/or other derivative works (including electronic media, interactive and the like) shall be frozen, with mutual agreement between Crichton, Amblin and Warner Bros. being necessary in order to move forward in any of these categories.
11. Crichton and Amblin will each be entitled, on separate cards, to animated logo credits (no less favorable to Amblin or Crichton than in connection with "SeaQuest" or "Earth II" and, in all events, Crichton's and Amblin's logo credits will be favored nations and of equal dignity in all respects with each other) in the following order: Michael Crichton/Amblin/Warner Bros. Standard. Additionally, Crichton and Wells will receive freeze frame credit on separate cards, the order of which shall be subject to Crichton's election. Any and all ads within Warner Bros. control will mention Amblin and Crichton if any other credits appear. Size and other aspects of credits to Amblin and Crichton will be on a favored nations basis with all other credits in connection with this series, excluding Warner Bros. logo.
12. Intentionally deleted.

13. Crichton will be entitled to an office and a secretary during the rewriting phase and from pre-production through completion of all production services if he elects to provide his services on a substantially "in-person" basis.
14. Both Amblin and Crichton and Lender will be fully covered by Warner Bros. Errors and Omissions and Comprehensive Liability policies and Lender and Crichton will be fully covered under Warner Bros. Workers' Comp. policy with regard to their services hereunder.
15. Merchandising: Warner Bros.' arrangement with Amblin and Universal on "The Family Dog" will stand. However for clarity, the broad strokes of that deal are as follows: Amblin and Warner Bros. will each get a 10% merchandising agency fee off-the-top. Real services for those fees will be provided by those parties. The balance of merchandising income will be crossed with the series. Real costs will be added and the balance will be split after breakeven (the definition of "breakeven" to be negotiated in good faith) 50/50 between Warner Bros. on one hand and Amblin and Lender on the other hand, equally bearing pre-approved thirds (of which Wells is pre-approved). After breakeven, a separate accounting will be established for merchandising. Any and all additional third parties would come off the top. Warner Bros. would administrate merchandising.
16. Publicity: Amblin and Crichton will have mutual approval with Warner Bros. over the first press release; thereafter, Warner Bros. will use its best efforts to meaningfully consult with Amblin and Crichton on all publicity within Warner Bros.' control.
17. All other terms and conditions not otherwise specifically negotiated, will Warner Bros. standard, subject to negotiation in good faith between the parties with due regard to the stature of Amblin/Crichton/Wells.
18. Dual representation: It is acknowledged that Creative Artists Agency, Inc. is the agent for and has represented each of the parties hereto. Notwithstanding the foregoing, each party acknowledges that it has had the opportunity to seek independent and impartial advice from third parties in connection with the negotiation of this deal.

Ms. Julie Waxman  
March 22, 1994  
Page 6

19. Pension, Health and Welfare to be paid directly, by Warner Bros.
20. This deal is subject to the WGA basic agreement.
21. Amblin/Crichton/Wells to be treated independently for purposes of default and the like.

Julie, I believe this accurately reflects the deal we negotiated. If so, please fax me back a copy with the word "confirmed" and signed by you. I appreciate all your help and cooperation on this deal.

Best wishes.

Sincerely,

CREATIVE ARTISTS AGENCY, INC.

Tony Krantz

Agreed:

WARNER BROS.

By: Julie Waxman

AMBLIN ENTERTAINMENT, INC.

By: Robert Rodriguez

CONSTANT c PRODUCTIONS, INC.

By: Michael Crichton  
Michael Crichton

Confirmed:

Michael Crichton  
Michael Crichton