

1 Ian J. Imrich, Esq., California State Bar Number 147010

2 LAW OFFICES OF GREGORY B. GERSHUNI

3 Suite 1150

4 10850 Wilshire Boulevard

5 Los Angeles, California 90024-4323

6 Telephone: (310) 474-6300

7 Fax: (310) 474-8022

8 Attorneys for Plaintiffs,
9 ROBERT SCHIMMEL, CAROL SISKIND, SUSIE LOUCKS,
10 NICK DIPAOLO, JOHN WITHERSPOON and MURDER, INC. :

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 ROBERT SCHIMMEL; CAROL SISKIND }
14 SUSIE LOUCKS; NICK DIPAOLO, }
15 JOHN WITHERSPOON, and MURDER, }
16 INC., a California corporation, }

17 Plaintiffs, }

18 v. }

19 MARK LONOW, an individual; }
20 JOANNE ASTROW, an individual; }
21 GERSON M. (aka BUDD) FRIEDMAN, }
22 an individual; ROBERT A. MAY, }
23 an individual; IMPROV WEST }
24 ASSOCIATES, INC., d/b/a THE }
25 IMPROVISATION, a California }
26 limited partnership; THE }
27 PERFORMER'S WORKSHOP, INC., a }
28 California corporation; IMPROV }
WEST, INC., a California }
corporation; LONOW & COMPANY, a }
California corporation; 8156 }
MELROSE ASSOCIATES, SCORE }
PRODUCTIONS, INC., a Georgia }
corporation; WOOD KNAPP AND }
COMPANY, INC., a California }
corporation; SOUTHEASTERN TAPE }
DISTRIBUTORS, a Georgia }
corporation; and DOES ONE (1) }
through ONE HUNDRED (100), }
inclusive, }

Defendants. }

CASE NO. CV-93 5006 CBM (SHx)

PLAINTIFFS' THIRD AMENDED
COMPLAINT FOR COPYRIGHT
INFRINGEMENT; CIVIL
RACKETEERING; AND RELATED
SUPPLEMENTAL CLAIMS

[REQUEST FOR JURY]

- CLAIM 1: FEDERAL COPYRIGHT
- CLAIM 2: CIVIL R.I.C.O.
- CLAIM 3: UNFAIR COMPETITION/
BUSINESS PRACTICES
- CLAIM 4: INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE
- CLAIM 5: RIGHT OF PUBLICITY
- CLAIM 6: FRAUD & DECEIT
- CLAIM 7: NEGLIGENT
MISREPRESENTATION
- CLAIM 8: BREACH OF WRITTEN
CONTRACT
- CLAIM 9: BREACH OF ORAL
CONTRACT

TRIAL:

Date: September 6, 1995
Time: 9:30 a.m.
Ctrm: "11" (Hon. Consuelo
B. Marshall)

95 MAR 15 PM 2:31
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

FILED

FILE COPY

FILE COPY

1 Ian J. Imrich, Esq., California State Bar Number 147010
2 LAW OFFICES OF GREGORY B. GERSHUNI
3 Suite 1150
4 10850 Wilshire Boulevard
5 Los Angeles, California 90024-4323
6 Telephone: (310) 474-6300
7 Fax: (310) 474-8022

8
9 Attorneys for Plaintiffs,
10 ROBERT SCHIMMEL, CAROL SISKIND, SUSIE LOUCKS,
11 NICK DIPAOLO, JOHN WITHERSPOON and MURDER, INC.:

12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA
14

15 ROBERT SCHIMMEL; CAROL SISKIND }
16 SUSIE LOUCKS; NICK DIPAOLO, }
17 JOHN WITHERSPOON, and MURDER, }
18 INC., a California corporation, }
19 Plaintiffs, }
20 v. }
21 MARK LONOW, an individual; }
22 JOANNE ASTROW, an individual; }
23 GERSON M. (aka BUDD) FRIEDMAN, }
24 an individual; ROBERT A. MAY, }
25 an individual; IMPROV WEST }
26 ASSOCIATES, INC., d/b/a THE }
27 IMPROVISATION, a California }
28 limited partnership; THE }
PERFORMER'S WORKSHOP, INC., a }
California corporation; IMPROV }
WEST, INC., a California }
corporation; LONOW & COMPANY, a }
California corporation; 8156 }
MELROSE ASSOCIATES, SCORE }
PRODUCTIONS, INC., a Georgia }
corporation; WOOD KNAPP AND }
COMPANY, INC., a California }
corporation; SOUTHEASTERN TAPE }
DISTRIBUTORS, a Georgia }
corporation; and DOES ONE (1) }
through ONE HUNDRED (100), }
inclusive, }
Defendants. }

CASE NO. CV-93 5006 CBM (SHx)

PLAINTIFFS' THIRD AMENDED
COMPLAINT FOR COPYRIGHT
INFRINGEMENT; CIVIL
RACKETEERING; AND RELATED
SUPPLEMENTAL CLAIMS

[REQUEST FOR JURY]

- CLAIM 1: FEDERAL COPYRIGHT
- CLAIM 2: CIVIL R.I.C.O.
- CLAIM 3: UNFAIR COMPETITION/
BUSINESS PRACTICES
- CLAIM 4: INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE
- CLAIM 5: RIGHT OF PUBLICITY
- CLAIM 6: FRAUD & DECEIT
- CLAIM 7: NEGLIGENT
MISREPRESENTATION
- CLAIM 8: BREACH OF WRITTEN
CONTRACT
- CLAIM 9: BREACH OF ORAL
CONTRACT

TRIAL:

Date: September 6, 1995
Time: 9:30 a.m.
Ctrm: "11" (Hon. Consuelo
B. Marshall)

1 Plaintiffs, ROBERT SCHIMMEL, an individual; CAROL SISKIND, an
2 individual, SUSIE LOUCKS, an individual, NICHOLAS R. (hereinafter
3 NICK) DIPAOLO, an individual, JOHN WITHERSPOON, an individual, and
4 MURDER, INC., a California corporation, hereby allege as follows:

5
6 **JURISDICTIONAL ALLEGATIONS (C.D. CA RULE 3.7.1)**

7 1. This Court retains original jurisdiction of this action
8 pursuant to Title 28 U.S.C. §1331. The action, *inter alia*, arises
9 under Title 17 U.S.C. §§ 101-914 (Copyright Act of 1976).

10 Additionally, this court retains original jurisdiction pursuant to
11 Title 18 United States Code, § 1964 (R.I.C.O.) and pursuant to
12 Title 28 United States Code, § 1367. Plaintiffs request leave to
13 amend said jurisdictional allegations upon such terms and
14 conditions as this Honorable Court shall deem just and appropriate
15 pursuant to Title 28 United States Code, §1653(d), accordingly.

16
17 **VENUE ALLEGATIONS (28 U.S.C., §1391(b))**

18 2. Venue is proper in the Central Federal District for the
19 State of California because a substantial part of the events
20 and/or omissions giving rise to the claims occurred within the
21 Central District of the State of California. Notwithstanding 28
22 U.S.C., §1391(b), venue is proper in the Central District for the
23 State of California pursuant to 28 U.S.C., §1400(a), because
24 individual Defendants, MARK LONOW, JOANNE ASTROW and GERSON M.
25 (aka BUDD) FRIEDMAN, as well as their agents, employees, and
26 representatives, reside or may be found in the Central District
27 for the State of California. Finally, venue is proper pursuant to
28 18 U.S.C., §1965, accordingly.

1 3. Plaintiffs are, and at all times pertinent to this
2 action, were, subject to personal jurisdiction within the Central
3 Federal District for the State of California.

4 4. IMPROV WEST ASSOCIATES, INC. d/b/a THE IMPROVISATION,
5 THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW AND
6 COMPANY, 8156 MELROSE ASSOCIATES, WOOD KNAPP AND COMPANY, INC.,
7 SCORE PRODUCTIONS, INC., SOUTHEASTERN TAPE DISTRIBUTORS and DOES 1
8 through 50, are corporations or other business organizations which
9 did conduct business in the State of California and authorized to
10 conduct appropriate business activities in the State of
11 California, including the Central Federal District, and have been,
12 and continue to be, engaged in the transaction of business within
13 the State of California.

14 5. Plaintiffs are informed and believe that individual
15 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
16 FRIEDMAN, ROBERT A. MAY and DOES 51 through 100, inclusive, are
17 residents, domiciliaries, and/or citizens of the State of
18 California and/or otherwise subject to the personal jurisdiction
19 within the Central Federal District Court of the State of
20 California.

21 6. Pursuant to California Code of Civil Procedure, §474,
22 Plaintiff's have designated DOES 1 through 100, Inclusive, as the
23 true identity of such individuals and/or entities are truly
24 unknown to Plaintiffs at this time. Pursuant to C.D. CA Rule
25 3.7.2.2, the provisions of C.D. CA 3.7.2.1 shall not apply as this
26 Complaint alleges that a statute of the United States grants this
27 Court appropriate subject matter jurisdiction without regard to
28 the citizenship of the parties as alleged herein. Plaintiffs

1 additionally made said DOE allegations pursuant to Merritt v. Los
2 Angeles, 875 F.2d, 765 (9th Cir. 1989); Cavrales v. Los Angeles,
3 864 F.2d, 1454 (9th Cir. 1988). Plaintiffs will exercise all due
4 diligence to ascertain the identity of persons designated as
5 "DOES" herein pursuant to F.R.P.C. 4(j), accordingly.

6
7 ALLEGATIONS COMMON TO ALL CLAIMS.

8 7. Prior to commencement of the above-captioned action,
9 Plaintiffs created original works of authorship. Said original
10 works consist of comedic material and the performance(s) thereof
11 by the Plaintiffs, respectively. Plaintiffs maintain and hold the
12 exclusive right to commercially exploit, creatively use, and
13 otherwise exercise the exclusive rights in and to their respective
14 works. Plaintiffs' original works of authorship contain material
15 wholly original with the Plaintiffs, respectively, and each
16 particular comedic work and the performance thereof constitute
17 copyrightable subject matter under the laws of the United States
18 and the State of California.

19 8. Prior to bringing this action, Plaintiffs SCHIMMEL and
20 SISKIND complied in all respects with the laws of the United
21 States, and all other laws governing copyright, and have secured
22 the exclusive rights and privileges in and to the copyright of
23 said works. Plaintiff ROBERT SCHIMMEL and MURDER, INC., have
24 secured on April 13, 1990, from the Register of Copyright a
25 certificate of registration, numbered PA UL 367446 for his/its
26 series of comedic works collectively entitled "Hard Core in the
27 Big Apple". Plaintiff CAROL SISKIND has secured on March 20,
28 1984, from the Register of Copyright a certificate of

1 registration, numbered TX U 155-758 161599 for her series of
2 comedic works collectively entitled "Never Call a Comic in the
3 A.M.". Said original works of authorship have also been fixed in
4 a tangible medium of expression and deposited with the United
5 States Register of Copyright. Plaintiffs LOUCKS's, DIPAOLO's, and
6 WITHERSPOON's copyright registration applications are currently
7 pending within the Register of Copyright. Said plaintiffs hereby
8 notify the defendants of their respective intent to supplement or
9 otherwise amend these pleadings upon receipt of the registration
10 certificates for their respective comedic material.

11 a. Plaintiffs' respective comedic material consists of
12 unpublished verbal words and phrases created and authored by each
13 plaintiff and wholly original with each plaintiff.

14 b. Plaintiffs' respective unpublished comedic material
15 also consists of the vocal and visual performance(s) of said
16 original words and phrases authored and created by each plaintiff
17 respectively.

18 c. The unpublished recorded words and phrases, and
19 recorded performance(s) thereof of plaintiffs ROBERT SCHIMMEL,
20 CAROL SISKIND, SUSIE LOUCKS, JOHN WITHERSPOON, and MURDER, INC.,
21 are fixed in a tangible medium of expression, inter alia, on
22 "phonorecords" (as that term is defined by the 1976 Act). An
23 exemplar for each comedic work is represented in the true and
24 correct copies of "phonorecord" insert labels attached hereto,
25 marked as Exhibit "A", and is made a part of this pleading, as if
26 set forth in this paragraph *in haec verba* by way of this
27 reference.

28 //

1 d. The unpublished recorded words and phrases, and
2 recorded performance(s) thereof of plaintiff NICK DIPAOLO, are
3 fixed in a tangible medium of expression, inter alia, on
4 "phonorecords" (as that term is defined by the 1976 Act). An
5 exemplar for each comedic work is represented in the true and
6 correct copies of three (3) comedic act routines attached hereto,
7 marked as Exhibit "B", and is made a part of this pleading, as if
8 set forth in this paragraph *in haec verba* by way of this
9 reference.

10 9. At all times pertinent to this action, Plaintiffs have
11 been and still are the sole proprietors and owners of all rights,
12 titles, and interest in and to the respective copyright(s) in said
13 original works of authorship as alleged herein.

14 10. Defendants, and each of them, beginning on or about May
15 1991, and continuing to the present time, infringed upon said
16 copyright(s) of the plaintiffs, and each of them by producing and
17 placing upon the market various recorded "phonorecords" (as that
18 term is defined by the 1976 Act); which were illegally copied
19 exclusively from Plaintiffs, and each of their respective stand-up
20 comedic performances thereof, including the Plaintiffs' respective
21 copyrighted original works of authorship. Defendants, and each of
22 them, continue to infringe upon the Plaintiffs' copyright(s).

23 11. Plaintiffs have, in fact, notified Defendants, and each
24 of them, that Defendants have infringed upon the copyright(s) of
25 Plaintiffs; and that Defendants shall cease and desist to continue
26 to infringe Plaintiffs' copyright(s) as alleged herein.

27 a. ROBERT SCHIMMEL and MURDER, INC., are informed and
28 believe that ROBERT SCHIMMEL's and MURDER, INC.'s, comedic

1 material as alleged herein was improperly recorded by the
2 defendants on or about August of 1990. Said recordation occurred
3 after the creation of ROBERT SCHIMMEL's and MURDER, INC.'s comedic
4 material and performed by the same; and occurred after the
5 registration thereof with the Register of Copyright on April 13,
6 1990, as alleged herein.

7 b. CAROL SISKIND is informed and believes that CAROL
8 SISKIND'S comedic material as alleged herein was recorded by the
9 defendants on or about 1989. Said recordation occurred after the
10 creation of CAROL SISKIND'S comedic material and performed by the
11 same; and occurred after the registration thereof with the
12 Register of Copyright on March 20, 1984, as alleged herein.

13 c. SUSIE LOUCKS is informed and believes that SUSIE
14 LOUCKS'S comedic material as alleged herein was improperly
15 recorded by the defendants on or about July of 1992, and on or
16 about June of 1988; and occurred before the registration thereof
17 with the Register of Copyright as alleged herein.

18 d. NICK DIPAOLO is informed and believes that NICK
19 DIPAOLO'S comedic material as alleged herein was improperly
20 recorded by the defendants on or about July of 1992; and occurred
21 before the registration thereof with the Register of Copyright as
22 alleged herein.

23 e. JOHN WITHERSPOON is informed and believes that JOHN
24 WITHERSPOON'S comedic material as alleged herein was improperly
25 recorded by the defendants some time prior to July of 1992; and
26 occurred before the registration thereof with the Register of
27 Copyright as alleged herein.

28 //

1 12. Defendants, and each of them, have been producing, using
2 selling, distributing and otherwise marketing, and continue at the
3 present time to produce, sell, use, distribute and otherwise
4 market the infringing recordings including, but not limited to,
5 recordings entitled "Comedy After Hours Adult Rated" and "Live
6 From the Improv The Comedy Club Series", and as set forth in
7 Exhibit "A" to this complaint, all to the Plaintiffs detriment,
8 irreparable damage and harm, due to Defendants, and each of their
9 wrongful infringements of Plaintiffs' original comedic material
10 and performance of Plaintiffs' works. Among the unauthorized acts
11 and/or failures to act of the defendants, and each of them, were
12 and/or are the following:

13 a. Recordation of the plaintiffs' respective live
14 act/performance(s) of comedic material as alleged herein.

15 b. Distribution of the plaintiffs' respective recorded
16 live act/performance(s) of comedic material as alleged herein.

17 c. Sale and/or other commercial exploitation of the
18 recorded masters and "phonorecord" units containing plaintiffs'
19 respective recorded live act/performance(s) of comedic material as
20 alleged herein.

21 d. Use of comedic material as alleged herein vis-a-vis
22 unauthorized promotional and/or marketing campaigns of products.

23 e. Use of comedic material as alleged herein vis-a-vis
24 unauthorized promotional and/or marketing campaigns for the
25 benefit of business establishments; entertainment marketing
26 newsletters; and for the benefit of defendants' own business
27 organizations and their subsidiaries and/or affiliated business
28 entities.

1 f. Use of comedic material as alleged herein vis-a-vis
2 unauthorized radio broadcasts of said material.

3 g. Use of comedic material as alleged herein vis-a-vis
4 unauthorized transmission over telephonic answering machine
5 devices and/or telephonic or other electronic transmission
6 systems.

7 h. Use of comedic material as alleged herein vis-a-vis
8 unauthorized broadcasts and/or other electronic transmission on
9 airline airwaves and systems.

10 i. Use of arbitrary and unauthorized titles and/or
11 labels affixed and/or otherwise connected to the comedic material
12 as alleged herein.

13 j. Use of arbitrary and unauthorized compilations,
14 groupings, collections, and other accumulations of the comedic
15 material as alleged herein, along with the comedic material of
16 other stand-up comedic works and performance(s) thereof by other
17 comics and comediennes including, but not limited to, those
18 accumulations set forth in Exhibit "A".

19 k. Use of unauthorized topics, categories, subjects,
20 themes and labeling of the comedic material as alleged herein
21 including, but not limited to, those topics, categories, subjects,
22 themes and labeling as set forth in Exhibit "A".

23 13. Defendants, and each of them, were at all times
24 pertinent to this action, the agent, servant, employee and/or
25 under the control and supervision of each other named defendant
26 herein, and have conspired with, and have approved, adopted,
27 ratified, or otherwise consented to the actions or failures to act
28 of each and every other defendant herein. Plaintiffs are informed

1 and believe, and on that basis allege, that at all times material
2 to the claims set forth in this complaint, each of the defendants
3 was acting in concert with each of the remaining defendants
4 pursuant to a predetermined plan, scheme, or agreement,
5 constituting a conspiracy to cause plaintiffs to suffer economic
6 losses, harm to its reputation, and such other damages, monetary
7 and nonmonetary as are alleged herein; and that in doing the
8 things herein alleged, each of said defendants was acting in
9 furtherance of and pursuant to said conspiracy.

10

11

CLAIM ONE - COPYRIGHT

12 14. Plaintiffs reallege, as though fully set forth herein,
13 and incorporated herein by way of this reference, each and every
14 preceding allegation, accordingly. This claim is brought on
15 behalf Plaintiffs ROBERT SCHIMMEL, MURDER, INC., and CAROL SISKIND
16 against each and every one of the defendants. Plaintiffs LOUCKS,
17 DIPAOLO, and WITHERSPOON will seek leave to amend and/or
18 supplement this pleading upon receipt of their respective
19 copyright registrations as previously alleged herein. Attached
20 hereto, marked as Exhibit "C", is a true and correct copy of the
21 pertinent "REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR
22 APPEAL REGARDING A COPYRIGHT", pursuant to Title 17 U.S.C. §508
23 and the local rules within the Central District for the State of
24 California, and is made a part of this pleading, as if set forth
25 in this paragraph *in haec verba* by way of this reference.

26 15. Plaintiffs hereby request that this Honorable Court to
27 order Defendants, and each of them, to pay to Plaintiffs, and each
28 of them, such damages as Plaintiffs have sustained as a

1 consequence of Defendants, and each of their wrongful infringement
2 of said copyright and to account for all gains, profits, and
3 advances derived by Defendants, and each of them on account of
4 said copyright infringement; or alternatively, such damages as to
5 this Honorable Court shall appear appropriate and proper within
6 the provisions of Title 17 U.S.C., provided Plaintiffs so elect
7 prior to entry of judgment, accordingly.

8 16. Plaintiffs request that Defendants, and each of them, be
9 required to deliver up to be impounded during the pendency of this
10 action all copies of "Comedy After Hours Adult Rated," "Live From
11 the Improv The Comedy Club Series" as well as all other recordings
12 of the plaintiffs', and each of their comedic material and
13 performances thereof which are in the Defendants', and each of,
14 their possession and/or under the Defendants', and each of their,
15 control; and to deliver up for destruction any and all such
16 copies, as well as all other appropriate matter utilized for
17 making such infringing copies, accordingly.

18 17. Plaintiffs request that Defendants, and each of them, as
19 well as their agents, employees, and servants, be enjoined during
20 the pendency of this action; and permanently from infringing said
21 copyright of said Plaintiffs in any manner, in any way, shape or
22 form, and from using, producing, selling, marketing, distributing
23 or otherwise disposing of any copies of the recordings including,
24 but not limited to, those recordings presently entitled "Comedy
25 After Hours Adult Rated" and/or "Live From the Improv The Comedy
26 Club Series."

27 18. Plaintiffs additionally request that Defendants, and
28 each of them, reimburse Plaintiffs for the cost of this action,

1 and reimburse Plaintiffs for reasonable attorney's fees as to each
2 work infringed upon after federal registration pursuant to 17
3 United States Code § 505 as in this Honorable Court's discretion
4 shall deem appropriate under the total facts and circumstances.

5 19. But for each of the Defendants, and each of their
6 wrongful copyright infringements, Plaintiffs' existing and
7 prospective business opportunities would have continued and
8 existed to the present time. Plaintiffs are informed and believe
9 that Defendants, and each of their wrongful actions and/or
10 failures to act in furtherance of said copyright infringements,
11 were done with an intent to injure Plaintiffs.

12 20. The wrongful acts and/or omissions of Defendants, and
13 each of them, herein described, have caused and are continuing to
14 cause irreparable harm to Plaintiffs, and unless restrained, will
15 continue to cause irreparable harm to Plaintiffs; and would
16 require the Plaintiffs to bring a multiplicity of actions for
17 damages, injuries and harm, in the absence of an injunction. It
18 is therefore, essential, appropriate and just that pending final
19 resolution of this action, Defendants, and each of them, be so
20 enjoined and restrained, or otherwise restricted from engaging in
21 the conduct herein alleged.

22 21. As a direct and proximate result of the Defendants', and
23 each of their wrongful copyright infringements of Plaintiffs'
24 copyrighted work, Plaintiffs have suffered great detriment and
25 diminution in their business and profits to all original works of
26 authorship alleged herein; all to Plaintiffs' damage in an amount
27 not yet ascertained. Plaintiffs will seek leave to amend to state
28 the specific amount of loss, accordingly.

1 22. Plaintiffs are further informed and believe, and upon
2 that basis, alleged Defendants, and each of them, unlawfully
3 obtained the Plaintiffs' copyrighted work, as well as the stand-up
4 live performances thereof, and recording thereof, and have
5 continued to maintain unlawful possession of Plaintiffs' physical
6 property to the Plaintiffs and each of their exclusion.

7
8 CLAIM TWO - CIVIL RACKETEERING (R.I.C.O.)

9 23. Plaintiffs re-allege, as though fully set forth herein
10 and incorporated herein by way of this reference each and every
11 preceding allegation. This claim is brought on behalf of
12 Plaintiffs SCHIMMEL, MURDER, INC., SISKIND, LOUCKS, DIPAOLO, and
13 WITHERSPOON, against named Defendants, MARK LONOW, JOANNE ASTROW,
14 GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a
15 THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST,
16 INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, & DOES 25 through
17 75 only, pursuant to, *inter alia*, Gervase v. Superior Court of San
18 Joaquin County, 95 D.A.R. 1369, ___ Cal. App. 4th ___ (1995).

19 24. Plaintiffs are informed and believe, and upon that basis
20 alleges, that Defendants, MARK LONOW, JOANNE ASTROW, GERSON M.
21 (BUDD) FRIEDMAN, and DOES 51 to 75, through the commission of at
22 least two (2) acts of mail fraud constituting a pattern of
23 racketeering activity; and directly and/or indirectly, invests in,
24 or maintains an interest in or participates in an enterprise,
25 including but not limited to IMPROV WEST ASSOCIATES, INC., d/b/a
26 THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST,
27 INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and/or DOES 25 to
28 50, and such racketeering activities have effected interstate

1 commerce, accordingly. Plaintiffs, and each of them, have, in
2 fact, been injured in their business and property by reason of
3 MARK LONOW'S, JOANNE ASTROW'S, GERSON M. (aka BUDD)FRIEDMAN'S,
4 IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION'S, THE
5 PERFORMER'S WORKSHOP, INC.'S, 8156 MELROSE ASSOCIATES'S, and DOES
6 25 to 75 respective violations of Title 18 United States Code,
7 §1962, accordingly. Among the specific mail fraud mailing(s)
8 are/were the following:

9 a. Attached hereto, marked as Exhibit "D", is a true
10 and correct copy of correspondence from JOANNE ASTROW to CAROL
11 SISKIND dated February 6, 1989, and is made a part of this
12 pleading, as if set forth in this paragraph *in haec verba* by way
13 of this reference.

14 b. Attached hereto, marked as Exhibit "E", is a true
15 and correct copy of correspondence from JOANNE ASTROW to CAROL
16 SISKIND dated July 1, 1993, and is made a part of this pleading,
17 as if set forth in this paragraph *in haec verba* by way of this
18 reference.

19 c. Attached hereto, marked as Exhibit "F", is a true
20 and correct copy of correspondence from JOANNE ASTROW to Evan
21 Davis dated March 1, 1993, and is made a part of this pleading, as
22 if set forth in this paragraph *in haec verba* by way of this
23 reference.

24 d. Attached hereto, marked as Exhibit "G", is a true
25 and correct copy of correspondence from JOANNE ASTROW to "Comics,
26 Comedians, Comediennes, etcetera" dated November 4, 1985, and is
27 made a part of this pleading, as if set forth in this paragraph *in*
28 *haec verba* by way of this reference.

1 e. Attached hereto, marked as Exhibit "H", is a true
2 and correct copy of correspondence from JOANNE ASTROW to "Dear
3 Comic" dated February 6, 1989, and is made a part of this
4 pleading, as if set forth in this paragraph *in haec verba* by way
5 of this reference.

6 f. Attached hereto, marked as Exhibit "I", is a true
7 and correct copy of correspondence from JOANNE ASTROW to "Radio
8 Comic" dated January 24, 1991, and is made a part of this
9 pleading, as if set forth in this paragraph *in haec verba* by way
10 of this reference.

11 g. Attached hereto, marked as Exhibit "J", is a true
12 and correct copy of correspondence from JOANNE ASTROW to "Radio
13 Comic" dated February 12, 1991, and is made a part of this
14 pleading, as if set forth in this paragraph *in haec verba* by way
15 of this reference.

16 h. Attached hereto, marked as Exhibit "K", is a true
17 and correct copy of correspondence from JOANNE ASTROW to "Comic"
18 dated November 1, 1993, and is made a part of this pleading, as if
19 set forth in this paragraph *in haec verba* by way of this
20 reference.

21 i. Attached hereto, marked as Exhibit "L", is a true
22 and correct copy of correspondence from JOANNE ASTROW to "Susie"
23 dated November 17, 1993, and an enclosed self-addressed stamped
24 envelope intended for return of the letter, and is made a part of
25 this pleading, as if set forth in this paragraph *in haec verba* by
26 way of this reference.

27 j. Attached hereto, marked as Exhibit "M", is a true
28 and correct copy of correspondence from JOANNE ASTROW to "Comic"

1 (Nick DiPaolo) dated November 1, 1993, and is made a part of this
2 pleading, as if set forth in this paragraph *in haec verba* by way
3 of this reference.

4 k. The above-referenced correspondence was delivered
5 by resort to the United States Postal Service on or near the date
6 so indicated, and, where appropriate, returned to the sender
7 (Defendant) in the same manner pursuant to the mail fraud scheme.

8 25. Specifically, Defendants MARK LONOW, JOANNE ASTROW,
9 GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a
10 THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST,
11 INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75
12 represented in correspondence that was delivered to Plaintiffs in
13 the United States mail that Plaintiffs and each of their
14 permission was sought to be obtained for purposes of recording,
15 producing, distributing and otherwise using and marketing the
16 plaintiffs original works of authorship for promotional purposes
17 vis-a-vis broadcast on radio airways. However, in truth and fact,
18 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (BUDD) FRIEDMAN,
19 IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION, THE
20 PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW & COMPANY,
21 8156 MELROSE ASSOCIATES, and DOES 25 to 75 knew that such recorded
22 material would be utilized for other purposes, including but not
23 limited to, the production, sale, use, distribution and marketing
24 of the "Comedy After Hours Adult Rated" recordings, the "Live From
25 the Improv The Comedy Club Series" recordings, and utilized for
26 other improper purposes, including but not limited to, promotional
27 campaigns not authorized by the plaintiffs. Plaintiffs, and each
28 of them, relied upon Defendants, MARK LONOW, JOANNE ASTROW, GERSON

1 M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
2 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC.,
3 LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75
4 representation(s) that their respective comedic material and
5 performances thereof would only be recorded and utilized for non-
6 profit promotional broadcasts on the radio airways. In no way,
7 shape or form, were Plaintiffs ever aware of the true intent of
8 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
9 FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION,
10 THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW &
11 COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75 to utilize
12 such recorded material for the other unauthorized and
13 impermissible purposes as alleged herein.

14 26. Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka
15 BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
16 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC.,
17 LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75 made
18 such fraudulent representations to Plaintiffs prior to, during,
19 and after the production, sale, distribution and marketing of the
20 wrongfully obtained recordings. At the time Defendants, MARK
21 LONOW, JOANNE ASTROW, GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST
22 ASSOCIATES, INC., d/b/a THE IMPROVISATION, THE PERFORMER'S
23 WORKSHOP, INC., IMPROV WEST, INC., LONOW & COMPANY, 8156 MELROSE
24 ASSOCIATES, and DOES 25 to 75 made the fraudulent representation
25 to the Plaintiffs alleged herein, Defendants, and each of them,
26 had no intention whatsoever of solely utilizing recorded material
27 for promotional radio broadcast purposes. Rather, the
28 representations were made with an intent to induce Plaintiffs, and

1 each of them, to grant permission and authorization to record
2 their original works and/or use their recorded works, permission
3 of which, Plaintiffs, in fact, would never had granted had
4 Plaintiffs, in fact, been aware of the true facts and true
5 intentions of Defendants, MARK LONOW, JOANNE ASTROW, GERSON M.
6 (BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
7 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., 8156 MELROSE
8 ASSOCIATES, and DOES 25 to 75. Plaintiffs allege, and in the
9 alternative, that even if the defendants against whom this claim
10 is brought did not develop the specific intent (criminal or
11 otherwise) to so wrongfully use plaintiffs comedic material at the
12 time of, or before recordation by "phonorecord", the defendants
13 nonetheless developed such specific intent to so wrongfully use
14 such comedic material at some time after recordation as alleged
15 herein, but before and without the permission or authorization
16 from the plaintiffs prior to so using as alleged.

17 27. Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka
18 BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
19 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC.,
20 LONOW & COMPANY 8156 MELROSE ASSOCIATES, and DOES 25 to 75 in
21 fact, failed to abide by their respective representations to the
22 plaintiffs, but instead utilized Plaintiffs and each of their
23 recorded material and performances thereof for the wrongful and
24 unauthorized purposes herein alleged.

25 28. As a direct and proximate result of Plaintiffs'
26 reasonable reliance upon Defendants, MARK LONOW, JOANNE ASTROW,
27 GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a
28 THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST,

1 INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75
2 respective representations and secret intentions at the time said
3 representations were made, Plaintiffs, and each of them, sustained
4 damaged in an amount to be proven at trial, and incurred
5 incidental out-of-pocket costs in an amount to be proven at trial.

6 29. Plaintiffs have been informed and believe that
7 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
8 FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION,
9 THE PERFORMER'S WORKSHOP, INC., 8156 MELROSE ASSOCIATES, and DOES
10 25 to 75 conduct as described herein was done with a conscious
11 disregard of Plaintiffs' rights and done with an intent to vex,
12 injure and annoy Plaintiffs, such as to constitute oppression,
13 fraud, or malice under California Code of Civil Procedure, Section
14 3294; and additionally entitling Plaintiffs, and each of them, to
15 exemplary and treble damages in an amount appropriate given the
16 sustained damage proven at the time of trial.

17 30. Plaintiffs have been informed and believe and upon that
18 basis alleges that Defendants, MARK LONOW, JOANNE ASTROW, GERSON
19 M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
20 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC.,
21 LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75
22 planned, schemed, agreed, and conspired to make the previously
23 alleged misrepresentations and to utilize the United States mail
24 in order to further the fraud plan, scheme, agreement and
25 conspiracy as well as further the pattern and practice of
26 racketeering activity with the enterprise(s) herein alleged.
27 Along with the predicate mail fraud acts as alleged herein,
28 //

1 plaintiffs additionally allege upon information and belief that
2 the defendants against whom this claim is brought have:

3 a. Engaged in illegal or otherwise unauthorized
4 recording of stand-up comedic material performances of comics for
5 over ten (10) years; and that in doing so, these defendants have
6 participated in a conscious and concerted pattern and practice of
7 racketeering vis-a-vis repeated and impermissible recordation on
8 "phonorecord" and/or video-tape and/or film of said performances
9 in violation of, *inter alia*, the exclusive intellectual property
10 rights of the plaintiffs and other comics.

11 b. Engaged in threats, coercion, intimidation,
12 extortion, and other unlawful harassment of comics who have
13 performed live stand-up comedy material performances in the comedy
14 clubs and other venues, including, but not limited to, fear of
15 reprisal and lost work opportunities as referred to in the
16 correspondence delivered to the New York Times, dated August 6,
17 1993, a true and correct copy of which is attached hereto, marked
18 as Exhibit "N", and is made a part of this pleading, as if set
19 forth in this paragraph *in haec verba* by way of this reference.

20 c. Engaged in threats, coercion, intimidation,
21 extortion, and other unlawful harassment of comics who have
22 performed live stand-up comedy material performances in the comedy
23 clubs and other venues, including, but not limited to, fear of
24 reprisal and lost work opportunities as referred to in a news
25 article which appeared in the New York Times, authored by Mr.
26 William Grimes, dated August 23, 1993, a true and correct copy of
27 which is attached hereto, marked as Exhibit "O", and is made a
28 part of this pleading, as if set forth in this paragraph *in haec*

1 verba by way of this reference. Plaintiffs will respectfully
2 request this Honorable Court to take judicial notice hereof
3 pursuant to Federal Rule of Evidence 201 and self-authentication
4 pursuant to Federal Rule of Evidence 902.

5 d. Engaged in threats, coercion, intimidation,
6 extortion, and other unlawful harassment of comics who have
7 performed live stand-up comedy material performances in the comedy
8 clubs and other venues, including, but not limited to, fear of
9 reprisal and lost work opportunities as referred to in a news
10 article which appeared in the Los Angeles Times, authored by Ms.
11 Monica Yant, dated August 21, 1993, a true and correct copy of
12 which is attached hereto, marked as Exhibit "P", and is made a
13 part of this pleading, as if set forth in this paragraph *in haec*
14 *verba* by way of this reference. Plaintiffs will respectfully
15 request this Honorable Court to take judicial notice hereof
16 pursuant to Federal Rule of Evidence 201 and self-authentication
17 pursuant to Federal Rule of Evidence 902.

18 e. Engaged in threats, coercion, intimidation,
19 extortion, and other unlawful harassment of comics who have
20 performed live stand-up comedy material performances in the comedy
21 clubs and other venues, including, but not limited to, fear of
22 reprisal and lost work opportunities as referred to in a news
23 article which appeared in the Daily Variety, authored by Mr.
24 Daniel Cox (and with contribution by Mr. Andy Marx), dated August
25 17, 1993, a true and correct copy of which is attached hereto,
26 marked as Exhibit "Q", and is made a part of this pleading, as if
27 set forth in this paragraph *in haec verba* by way of this
28 reference. Plaintiffs will respectfully request this Honorable

1 Court to take judicial notice hereof pursuant to Federal Rule of
2 Evidence 201 and self-authentication pursuant to Federal Rule of
3 Evidence 902.

4 f. Represented that, through former employee Mr. David
5 Rath, recordation of comedic material and performances thereof
6 only occurred on a limited basis: to wit, only when a particular
7 comic failed to bring his or her own recording equipment on a
8 particular occasion, when, in truth and fact, these defendants
9 routinely, habitually, and regularly recorded stand-up live
10 performances without respect to, and without regard for obtaining
11 the permission, consent, or authorization prior to recording same.

12 g. Engaged in a pattern of illegal and unauthorized
13 recordation, marketing and use of comedic material and
14 performances thereof affecting interstate commerce throughout
15 these United States and as alleged herein.

16 31. Moreover, Plaintiffs have been informed and believe, and
17 upon that basis, allege that Defendants, MARK LONOW, JOANNE
18 ASTROW, GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES,
19 INC., d/b/a THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC.,
20 IMPROV WEST, INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and
21 DOES 25 to 75 misrepresented the facts that the foregoing
22 defendants (against whom this claim is alleged) had obtained
23 purported releases for and/or other consent, permission, or
24 authority to use the plaintiffs comedic material and/or the
25 performances thereof to Defendants, ROBERT A. MAY, SCORE
26 PRODUCTIONS, INC., WOOD KNAPP AND COMPANY, INC., SOUTHEASTERN
27 TAPE DISTRIBUTORS, and DOES 1 to 24 and 76 to 100 inclusive. In a
28 deviation from appropriate and lawful industry custom, trade and

1 practice, Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka
2 BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE
3 IMPROVISATION, THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC.,
4 LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75,
5 misrepresented to Defendants, ROBERT A. MAY, SCORE PRODUCTIONS,
6 INC., WOOD KNAPP AND COMPANY, INC., SOUTHEASTERN TAPE
7 DISTRIBUTORS, and DOES 1 to 24 and 76 to 100 inclusive, that
8 proper permission, consent and/or other authority for the
9 utilization of plaintiffs' comedic material and performances
10 thereof would be and/or had been obtained from the plaintiffs and
11 other comics whose comedic material was already recorded. In
12 truth and fact, appropriate and lawful permission, consent and/or
13 other authority was not and/or had not been obtained by
14 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
15 FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION,
16 THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW &
17 COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75, as
18 represented to Defendants, ROBERT A. MAY, SCORE PRODUCTIONS, INC.,
19 WOOD KNAPP AND COMPANY, INC., SOUTHEASTERN TAPE DISTRIBUTORS, and
20 DOES 1 to 24 and 76 to 100 inclusive. As a consequence thereof,
21 Defendants, MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
22 FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION,
23 THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW &
24 COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75, committed
25 further violations of the mail fraud statute vis-a-vis the
26 misrepresentations made to Defendants, ROBERT A. MAY, SCORE
27 PRODUCTIONS, INC., WOOD KNAPP AND COMPANY, INC., SOUTHEASTERN TAPE
28 DISTRIBUTORS, and DOES 1 to 24 and 76 to 100 inclusive, as well as

1 vis-a-vis the misrepresentations made directly to the Plaintiffs,
2 and each of them, as previously alleged. Among the specific mail
3 fraud mailing(s) made in this fashion are/were the following:

4 a. Attached hereto, marked as Exhibit "R", is a true
5 and correct copy of a MASTER RECORDING ACQUISITION CONTRACT dated
6 July 27, 1990, executed in front of a notary, and is made a part
7 of this pleading, as if set forth in this paragraph *in haec verba*
8 by way of this reference.

9 b. Attached hereto, marked as Exhibit "S", is a true
10 and correct copy of a MASTER RECORDING ACQUISITION CONTRACT AND
11 MERCHANDISING LICENSE AGREEMENT CONTRACT AMENDMENTS dated May 9,
12 1991, executed in front of a notary, and is made a part of this
13 pleading, as if set forth in this paragraph *in haec verba* by way
14 of this reference.

15 c. Attached hereto, marked as Exhibit "T", is a true
16 and correct copy of correspondence from BUDD FRIEDMAN to ROBERT A.
17 MAY dated January 28, 1993, and is made a part of this pleading,
18 as if set forth in this paragraph *in haec verba* by way of this
19 reference.

20 d. Attached hereto, marked as Exhibit "U", is a true
21 and correct copy of correspondence from ROBERT A. MAY to BUDD
22 FRIEDMAN dated February 22, 1993, and is made a part of this
23 pleading, as if set forth in this paragraph *in haec verba* by way
24 of this reference.

25 e. Attached hereto, marked as Exhibit "V", is a true
26 and correct copy of correspondence from BUDD FRIEDMAN to ROBERT A.
27 MAY dated February 1, 1993, and is made a part of this pleading,

28 //

1 as if set forth in this paragraph *in haec verba* by way of this
2 reference.

3 f. Attached hereto, marked as Exhibit "W", is a true
4 and correct copy of correspondence from ROBERT A. MAY to BUDD
5 FRIEDMAN dated January 29, 1993, and is made a part of this
6 pleading, as if set forth in this paragraph *in haec verba* by way
7 of this reference.

8 g. The above-referenced correspondence and/or
9 contracts were delivered by use of and/or resort to the United
10 States Postal Service on or near the date so indicated, and, where
11 appropriate, returned to the sender (these Defendants) in the same
12 manner pursuant to the mail fraud scheme as alleged herein, and
13 conspiracy in the furtherance thereof.

14

15 **CLAIM THREE - UNFAIR COMPETITION**

16 32. Plaintiffs reallege, as though fully set forth herein,
17 and incorporated by way of this reference, each and every
18 preceding allegation set forth herein.

19 33. Defendants, and each of them, have unfairly competed
20 with Plaintiffs and have violated California Business and
21 Professions Code, Section 17200 et. seq. (Unfair Business
22 Practices). But for Defendants, and each of their wrongful
23 interference, Plaintiffs' existing and prospective business
24 opportunities would have continued and existed. Plaintiffs are
25 informed and believe that Defendants, and each of their acts, were
26 done with an intent to injure the Plaintiffs.

27 34. By doing or refraining to do the acts alleged herein or
28 acts refrained from being done, Defendants, and each of them, have

1 taken away certain of Plaintiffs' business opportunities and have
2 damaged the Plaintiffs in amounts subject to proof at the time of
3 trial; Plaintiffs are informed and believe that such amounts
4 exceed the jurisdictional threshold of this Honorable Court,
5 accordingly.

6 35. The acts and/or omissions of Defendants, and each of
7 them, herein described have caused and are continuing to cause
8 irreparable harm to Plaintiffs and unless restrained will continue
9 to cause irreparable harm to Plaintiffs; and would require
10 Plaintiffs to bring a multiplicity of actions for damages,
11 injuries and harm in the absence of an injunction. It is,
12 therefore, essential, appropriate and just that pending final
13 resolution of this action, Defendants, and each of them, be so
14 enjoined and restrained, or otherwise restricted from engaging in
15 the conduct herein alleged.

16 36. Plaintiffs are informed and believe and upon that basis
17 allege, that the activities and/or failures to act on the part of
18 the Defendants, and each of them, were and are being done with
19 oppression, fraud and malice, pursuant to California Civil Code,
20 Section 3294; thus entitling Plaintiffs to an award of punitive
21 and exemplary damages, in the amount of \$1,000,000.00 per
22 Plaintiff, in order to punish the Defendants, and each of them, as
23 well as make an example of the Defendants, and each of them,
24 accordingly.

25 //

26 //

27 //

28 //

1 **CLAIM FOUR - INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

2 37. Plaintiffs reallege, as though fully set forth herein,
3 and incorporated by way of this reference, each and every
4 preceding allegation set forth herein.

5 38. As a direct and proximate result of the Defendants, and
6 each of their interference with the prospective economic
7 advantages of the Plaintiffs, the Plaintiffs have suffered great
8 detriment and diminution in its business and profits vis-a-vis the
9 unauthorized recordings reflected in the "Comedy After Hours" and
10 "Live From the Improv - the Comedy Club Series" recordings; all to
11 Plaintiffs' damage in an amount subject to proof at the time of
12 Trial. Plaintiffs are informed and believe that such amounts
13 exceed the jurisdictional threshold of this Honorable Court.

14 39. The interfering acts of Defendants, and each of them
15 herein described, are continuing to cause irreparable harm to the
16 Plaintiffs, and unless restrained, or otherwise restricted will
17 continue to cause irreparable harm, injury and damage to
18 Plaintiffs and would require Plaintiffs to bring a multiplicity of
19 action for damages in the absence of an appropriate injunction.
20 It is, therefore, essential, appropriate and just that pending
21 final resolution of this action, Defendants, and each of them, be
22 enjoined and restrained, or otherwise restricted, from engaging in
23 any further interference with the prospective economic advantage
24 of the Plaintiffs, accordingly.

25 40. Plaintiffs are informed and believe and based thereon
26 allege that the interfering activities of the Defendants, and each
27 of them, were and are being done with oppression, fraud and
28 malice, as defined by California Civil Code, Section 3294;

1 therefore entitling the Plaintiffs to an award of punitive and
2 exemplary damages; in an amount to be determined at the time of
3 trial, in order to punish and make an example of the Defendants,
4 and each of them, as well as deter them.

5

6 CLAIM FIVE - RIGHT OF PUBLICITY (Civil Code § 3344)

7 41. Plaintiffs reallege, as though fully set forth herein,
8 and incorporated by way of this reference, each and every
9 preceding allegation, accordingly.

10 42. Defendants, and each of them, have knowingly and
11 improperly used the plaintiffs' name, voice and/or likeness vis-a-
12 vis the unauthorized use of the plaintiffs' comedic material and
13 recording of the performances thereof, as alleged herein; and have
14 wrongfully used and/or otherwise exploited the Plaintiffs' name,
15 voice, and likeness on or in products, merchandise, or goods for
16 purposes of advertising, selling, and/or soliciting the purchase
17 of products, merchandise, goods, and/or services as contemplated
18 and prohibited by California Civil Code § 3344. Defendants, and
19 each of their unauthorized use of the Plaintiffs' name, voice and
20 personal likeness, have caused and continue to cause great
21 detriment and diminution to the business opportunities and profits
22 for the Plaintiffs' original works of authorship.

23 43. As a direct and proximate result of Defendants', and
24 each of their unauthorized use and/or exploitations, Plaintiffs
25 are entitled to damages sustained to be proved at the time of
26 trial, as well as disgorgement of the Defendants, and each of
27 their gross profits obtained as result of the wrongful and

28 //

1 unauthorized use and exploitation as alleged herein, as well as
2 all other cumulative remedies afforded by Civil Code § 3344.

3 44. The unauthorized use and/or exploitation of the
4 Plaintiffs by the Defendants, and each of them, is continuing to
5 cause irreparable harm to the Plaintiffs, and unless restrained or
6 otherwise restricted will continue to cause irreparable harm,
7 injury and damage to the Plaintiffs. Therefore, it is essential,
8 appropriate and just that pending on final resolution of this
9 action, that Defendants, and each of them, be enjoined and
10 restrained or otherwise restricted from engaging in the
11 unauthorized commercial exploitation of the Plaintiffs' name,
12 voice and likeness as alleged accordingly.

13 45. Furthermore, Plaintiffs are informed and believed and
14 upon that basis alleged that the activities of the Defendants, and
15 each of them, in using and/or exploiting the Plaintiffs' name,
16 voice and likeness, were and are being done with oppression, fraud
17 and malice, as defined by California Civil Code, Section 3294;
18 which, therefore, entitles Plaintiffs to an award of punitive and
19 exemplary damages in an appropriate amount to be determined at the
20 time of trial in order to punish and make an example of the
21 Defendants, and each of them, as well as deter them, accordingly.
22 Alternatively, punitive damages may also be awarded to the
23 plaintiffs, and each of them, pursuant to the specific provisions
24 of California Civil Code § 3344(a). Plaintiffs, and each of them,
25 shall also be entitled to recover their respective attorney fees
26 and costs based upon this particular claim pursuant to California
27 Civil Code § 3344 ¶¶ (a) and (g).

28 //

CLAIM SIX - COMMONLAW FRAUD

1
2 46. Plaintiffs reallege, as though fully set forth herein,
3 and incorporated herein by way of this reference, Paragraphs No.
4 23 through 31, as set forth herein. In addition to the fraudulent
5 and deceitful acts and/or failures to act as set forth herein,
6 plaintiffs allege as follows:

7 a. Prior to recordation, use, sale, distribution, and
8 marketing of the live stand-up comedy performances of plaintiff
9 SUSIE LOUCKS, defendant MARK LONOW specifically inquired of LOUCKS
10 permission to be included on "phonorecord" recordings featuring
11 the various acts of hundreds of comics. In response to defendant
12 LONOW's inquiry, plaintiff LOUCKS unequivocally stated that she
13 did not wish to be a part of any such recordings in any way,
14 shape, or form. Despite this response, and LONOW'S promise to
15 LOUCKS that such inclusion would not occur, the defendants against
16 whom this claim is brought deliberately recorded, used, sold,
17 distributed, and marketed the comedic material and performance(s)
18 thereof of plaintiff LOUCKS.

19 b. LONOW made such fraudulent promise without any
20 intention of performing, or securing the performance of the same.
21 LONOW made such promise(s) with the intention of concealing the
22 true intentions of the defendants against whom this claim is
23 brought and as alleged herein. LONOW is thus personally guilty of
24 fraud, oppression and malice as interpreted by California Civil
25 Code §3294.

26 47. As a direct and proximate result of the fraud and
27 misrepresentations alleged herein, and pursuant to California
28 Civil Code, Section 3294, Plaintiffs, and each of them, are

1 therefore entitled to an award of punitive and exemplary damages
2 in an amount to be determined at the time of trial, in order to
3 punish and make an example of the Defendants, MARK LONOW, JOANNE
4 ASTROW, GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES,
5 INC., d/b/a THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC.,
6 IMPROV WEST, INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and
7 DOES 25 to 75 , as well as deter them, accordingly.

8

9 **CLAIM SEVEN - NEGLIGENT MISREPRESENTATION.**

10 48. Plaintiffs reallege, as though fully set forth herein,
11 and incorporated herein by way of this reference, Paragraphs No.
12 23 through 31, 46, and 47 as set forth herein.

13 49. Plaintiffs allege, and in the alternative, that the
14 misrepresentations were made by defendants against whom this claim
15 is brought without any reasonable basis and/or grounds therefore,
16 and should not have been made until sufficient investigation,
17 inspection, and review of the statements, representations, and
18 actions pursuant thereto had been accomplished in a reasonable and
19 careful manner.

20 50. Plaintiffs allege that the misrepresentations were made
21 by these defendants with a reckless disregard for the rights of
22 plaintiffs, and each of them.

23 51. Plaintiffs are informed and believe, and on that basis
24 alleges, that these defendants had no reasonable grounds for
25 believing that the comedic material and performances thereof by
26 plaintiffs would not or was not included in compilation recordings
27 as alleged herein.

28 //

1 52. Despite the knowledge of defendants against whom this
2 claim is brought that plaintiffs, and each of them, were not
3 interested in having their comedic material and performances
4 thereof included on compilation recordings; and despite knowledge
5 that plaintiffs' permission had not been obtained to do so, these
6 defendants did not take reasonable measures to ensure that said
7 comedic material would not be included in or on any such
8 recordings; and failed to verify whether or not the material is,
9 was, or would be so included. In doing so, these defendants
10 consciously and deliberately disregarded the rights of the
11 plaintiffs with full knowledge of the probable adverse
12 consequences to the plaintiffs' legal interests in plaintiffs'
13 respective intellectual property rights.

14 53. As a direct and proximate result of plaintiffs
15 justifiable reliance upon these defendants' alleged negligent
16 misrepresentations, as alleged herein, plaintiffs have suffered
17 general damages in a sum the full amount of damage of which is not
18 presently known. When the full amount of general damage and
19 special damage suffered by plaintiff has been fully and finally
20 ascertained, or upon proof thereof at trial, plaintiff will move
21 to so amend this complaint.

22 54. The acts of the defendants against whom this claim is
23 brought and as herein alleged, were despicable, malicious, and
24 outrageous. Each of such acts or failures to act were perpetrated
25 knowingly, intentionally, and willfully, with a willful and
26 conscious disregard for the rights of plaintiff. Each of such
27 acts were perpetrated through the exercise of fraudulent
28 misrepresentation so as to economically oppress plaintiff and

1 cause plaintiff to suffer the losses that it has suffered by
2 reason of said acts and omissions. These defendants had conscious
3 advance knowledge of, authorized, and ratified the oppressive,
4 malicious, and fraudulent acts perpetrated by its agents and
5 employees, as alleged herein. Such advance knowledge, conscious
6 disregard, authorization and ratification as well as the alleged
7 acts of fraud, oppression, and malice, are attributable to the
8 officers, directors, and managing agents of these defendants. By
9 reason of such conduct on the part of these defendants, plaintiff
10 is entitled to recover from said defendants, and each of them,
11 exemplary damages to punish and make an example of these
12 defendants, in such sum as may be appropriate in light of the
13 gravity of evil of said defendants' conduct and the financial
14 worth of said defendants, and each of them, as will be shown
15 according to proof at trial and pursuant to California law.

16

17 **CLAIM EIGHT - BREACH OF WRITTEN CONTRACT.**

18 55. Plaintiffs reallege, as though fully set forth herein,
19 and incorporated by way of this reference, each and every
20 preceding allegation set forth herein. This claim is brought on
21 behalf plaintiff ROBERT SCHIMMEL and plaintiff MURDER, INC., only
22 against defendants MARK LONOW, JOANNE ASTROW, GERSON M. (aka BUDD)
23 FRIEDMAN, IMPROV WEST ASSOCIATES, INC., d/b/a THE IMPROVISATION,
24 THE PERFORMER'S WORKSHOP, INC., IMPROV WEST, INC., LONOW &
25 COMPANY, 8156 MELROSE ASSOCIATES, and DOES 25 to 75 only.

26 56. SCHIMMEL and MURDER, INC., negotiated, made, and entered
27 into a written agreement with the defendants against whom this
28 claim is brought pursuant to which SCHIMMEL and MURDER, INC.,

1 agreed to perform live stand-up comedic material for these
2 defendants.

3 57. During the course of said negotiations and in the
4 process of making said written agreement, to induce these
5 plaintiffs to enter into and consummate said written agreement,
6 these defendants orally, in writing, and through these defendants'
7 agents, employees, and/or representatives warranted and
8 represented to these plaintiffs and to these plaintiffs'
9 representatives that the live stand-up performance of comedic
10 material would not be recorded or copied in any manner absent the
11 express written consent, approval, and/or permission of these
12 plaintiffs. A true and correct copy of the documents comprising
13 the aforementioned written contract, consisting of: (i) one-page
14 "Agreement" dated, July 10, 1990, (ii) two-page "ROBERT SCHIMMEL
15 RIDER", dated July 10, 1990, and (iii) a one-page addenda thereto
16 dated July 17 1990, (collectively referred to herein as the
17 "Artist Agreement") is attached hereto as Exhibit "X" By this
18 reference, the Artist Agreement, in its entirety, including but
19 not limited to the recitals, covenants, and conditions set forth
20 therein, is made a part of this pleading, as if set forth in this
21 paragraph *in haec verba*.

22 58. As part and parcel of the Artist Agreement transaction,
23 and at all times material to this action, these defendants and
24 their agents, employees, and/or representatives specifically
25 informed these plaintiffs that comedic material and performances
26 thereof, would not be taped, recorded, or filmed without the prior
27 and express written consent of these plaintiffs.

28 //

1 59. In making and entering into the Artist Agreement, these
2 plaintiffs gave to these defendants consideration which was good,
3 sufficient, and adequate to support the creation, existence, and
4 enforceability of the Artist Agreement as alleged herein.

5 60. At all times material to this action, these plaintiffs
6 performed all of their respective obligations, and satisfied all
7 conditions that plaintiffs had been required to satisfy, as
8 prescribed by the Artist Agreement, except to the extent that such
9 performance and satisfaction had been waived or excused.

10 61. These plaintiffs are informed and believe and on that
11 basis allege, that prior to, during, and after the inception of
12 the Artist Agreement, the defendants against whom this claim is
13 brought secretly engaged in a conspiracy with the collaboration,
14 knowledge, and support of each of these defendants, to breach the
15 Artist Agreement by making the representations herein alleged.

16 62. On or about August of 1990, these defendants breached
17 the written Artist Agreement, and by reason of each breach of the
18 Artist Agreement by these defendants these plaintiffs have
19 suffered, and continues to suffer, general and special damages,
20 including, but not limited to, lost revenue, and the full amount
21 of these plaintiffs' economic loss is not presently known. When
22 the full amount of general damage and special damage suffered by
23 plaintiff has been fully and finally ascertained, or upon proof
24 thereof at trial, plaintiff will move to so amend this complaint.

25 //

26 //

27 //

28 //

1 CLAIM NINE - BREACH OF ORAL CONTRACT.

2 63. Plaintiffs reallege, as though fully set forth herein,
3 and incorporated by way of this reference, each and every
4 preceding allegation set forth herein. This claim is brought on
5 behalf all plaintiffs against defendants MARK LONOW, JOANNE
6 ASTROW, GERSON M. (aka BUDD) FRIEDMAN, IMPROV WEST ASSOCIATES,
7 INC., d/b/a THE IMPROVISATION, THE PERFORMER'S WORKSHOP, INC.,
8 IMPROV WEST, INC., LONOW & COMPANY, 8156 MELROSE ASSOCIATES, and
9 DOES 25 to 75 only.

10 64. The defendants against whom this claim is brought orally
11 promised, represented, stated, and warranted to each plaintiff
12 that each plaintiffs' respective comedic material and performance
13 thereof, and as alleged herein, would only be recorded, used, and
14 copied, if at all, with the express consent, approval, permission,
15 and authorization of each plaintiff herein respectively.

16 65. These defendants breached their oral agreement,
17 promises, statements and representations as alleged herein, and by
18 reason of each breach thereof by these defendants, each plaintiff
19 has suffered, and continues to suffer, general and special
20 damages, including, but not limited to, lost revenue, and the full
21 amount of each plaintiffs' economic loss is not presently known.
22 When the full amount of general damage and special damage suffered
23 by plaintiff has been fully and finally ascertained, or upon proof
24 thereof at trial, plaintiff will move to so amend this complaint.

25 //

26 //

27 //

28 //

1 **WHEREFORE**, Plaintiffs, ROBERT SCHIMMEL, CAROL SISKIND,
2 SUSIE LOUCKS, NICK DIPAOLLO, JOHN WITHERSPOON and MURDER, INC.,
3 pray for judgment and relief as follows:

- 4 1. That Defendants, and each of them, be enjoined during
5 the pendency of this action and permanently from
6 infringing said copyright of said Plaintiffs in any
7 manner, and from selling, using marketing, producing,
8 distributing or otherwise disposing of any copies of the
9 "Comedy After Hours Adult Rated", the "Live From the
10 Improv The Comedy Club Series", and any other
11 unauthorized recordings constituting plaintiffs' comedic
12 material and performances thereof;
- 13 2. That Defendants, and each of them, be required to pay to
14 Plaintiffs such damages as each Plaintiff has sustained
15 in consequence and as a direct result of Defendants, and
16 each of their wrongful copying, distribution, commercial
17 exploitation, and other unauthorized use(s) of said
18 Plaintiffs' original works of authorship;
- 19 3. The Defendants, and each of them, be required to account
20 for (a) all gains, profits, and advantages derived by
21 Defendants, and each of their unlawful copying, use and
22 commercial exploitation, and infringement of Plaintiffs'
23 copyright, accordingly.
- 24 4. That Defendants, and each of them, be required to pay
25 the copyright complainants those statutory damages as to
26 the Court shall appear proper within the provisions of
27 the Federal Copyright Statutes and upon the copyright
28 complainants' election to do so, but in any such

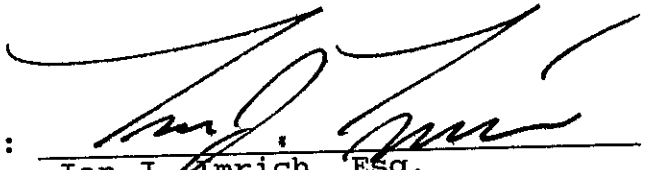
1 election, no less than \$20,000.00 for post-registration
2 infringement of the complainants' copyrights on a non-
3 intentional basis; and no less than \$100,000.00 for
4 post-registration infringement of the complainants'
5 copyrights on an intentional basis;

- 6 5. That Defendants, and each of them, be required to
7 deliver up to be impounded during the pendency of this
8 action, all copies of the "Comedy After Hours Adult
9 Rated" unauthorized recordings and all copies of "Live
10 From the Improv The Comedy Club Series" in the
11 Defendants' possession, custody or control; and to
12 deliver up for destruction all infringing copies, as
13 well as any other matters for making such unauthorized
14 and infringing copies of any of the plaintiffs comedic
15 works and performances thereof;
- 16 6. That Defendants, and each of them, pay to Plaintiffs the
17 cost of this action and reasonable attorneys' fees to be
18 allowed to each Plaintiff as this Court shall deem
19 appropriate pursuant to California and/or Federal law;
- 20 7. That Defendants, and each of them, be required to pay
21 Plaintiff's actual damages sustained, plus profits
22 obtained by the Defendants, pursuant to Title 17 United
23 States Code, Section 504(b), and/or California Civil
24 Code § 3344 in an amount not less than \$250,000.00 for
25 each Plaintiff;
- 26 8. That Defendants, and each of them, be enjoined pursuant
27 to law as this Honorable Court determines pursuant to,
28 inter alia, Title 17 United States Code, Section 502(a);

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 9. That Defendants, and each of them, pay to each Plaintiff punitive and exemplary damages in order to punish, deter, and make example of Defendants pursuant to Civil Code §3294 in the amount of \$1,000,000.00 per plaintiff;
- 10. That Plaintiffs have such other and further remedies and relief as are deemed just and appropriate under the facts and circumstances as determined by this Honorable Court.

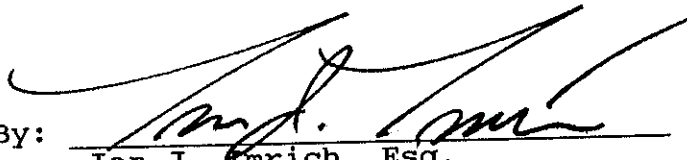
Dated: March 15, 1995

By: 
 Ian J. Imrich, Esq.
 of the LAW OFFICES OF GREGORY
 B. GERSHUNI
 Attorneys for Plaintiffs,
 ROBERT SCHIMMEL; CAROL SISKIND;
 SUSIE LOUCKS; NICK DIPAOLO;
 JOHN WITHERSPOON & MURDER, INC.

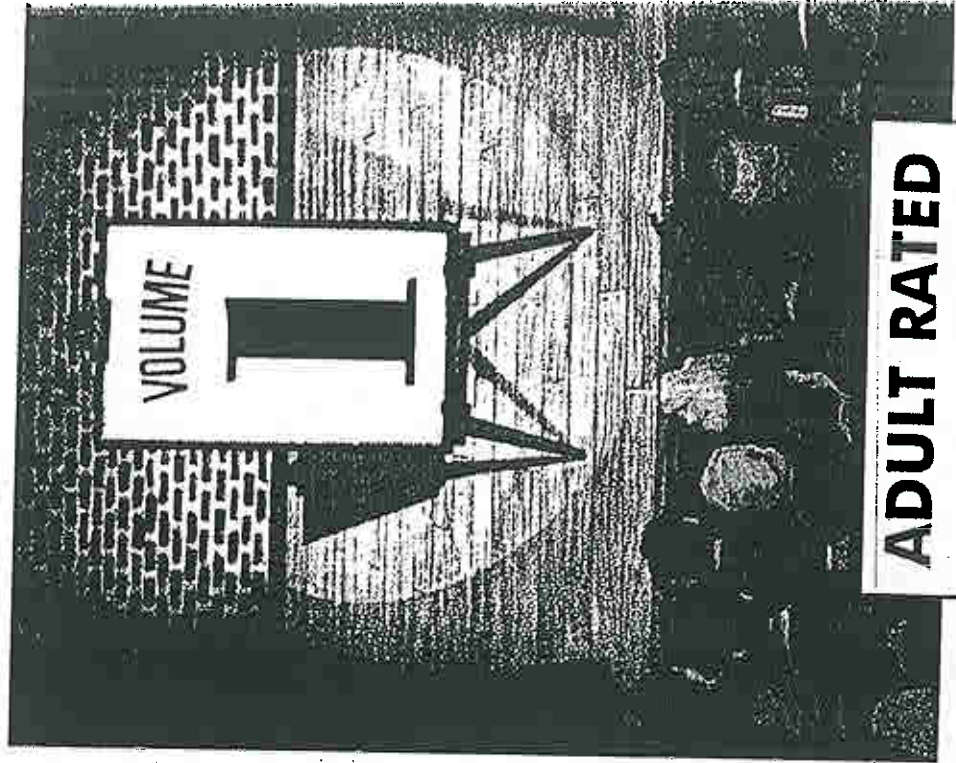
PLAINTIFFS' REQUEST FOR JURY TRIAL

By and through their counsel of record herein, plaintiffs ROBERT SCHIMMEL, CAROL SISKIND, SUSIE LOUCKS, NICK DIPAOLO, JOHN WITHERSPOON, and MURDER, INC., hereby request trial by jury for each and every one of the claims asserted in the third amended complaint pursuant to Fed. R. Civ. Pro. 38 (a) and (b).

Dated: March 15, 1995

By: 
 Ian J. Imrich, Esq.
 of the LAW OFFICES OF GREGORY
 B. GERSHUNI
 Attorneys for Plaintiffs,
 ROBERT SCHIMMEL; CAROL SISKIND;
 SUSIE LOUCKS; NICK DIPAOLO;
 JOHN WITHERSPOON & MURDER, INC.

COMEDY AFTER HOURS



COMEDY-AFTER HOURS

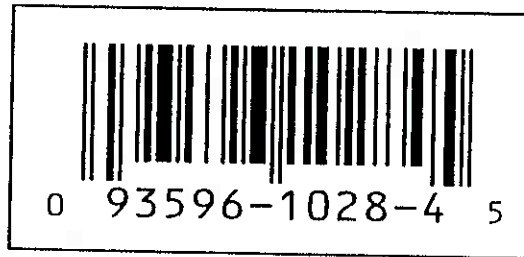


CLC10284

SIDE 1

Jann Karem
1st Dates
Adam Sandler
Beauty And Brains
Bob Nickman
Looking For Love
Jerry Seinfeld
Out Of Ideas
Fred Stoller
"Anyway"
Steve Kelly
Implants
Bobby Kelton
Different Cultures
Robert Shimmel
Commercials
Ritch Shydner
Anniversaries
Steve McGrew
We Need Women
Steve Cruser
I Don't Remember
Monty Hoffman
In The Sea
Wendy Leibman
Protective Mom
Diane Ford
EPT

CLC10284



Produced exclusively for and distributed by
SOUTHEASTERN TAPE
D I S T R I B U T O R S

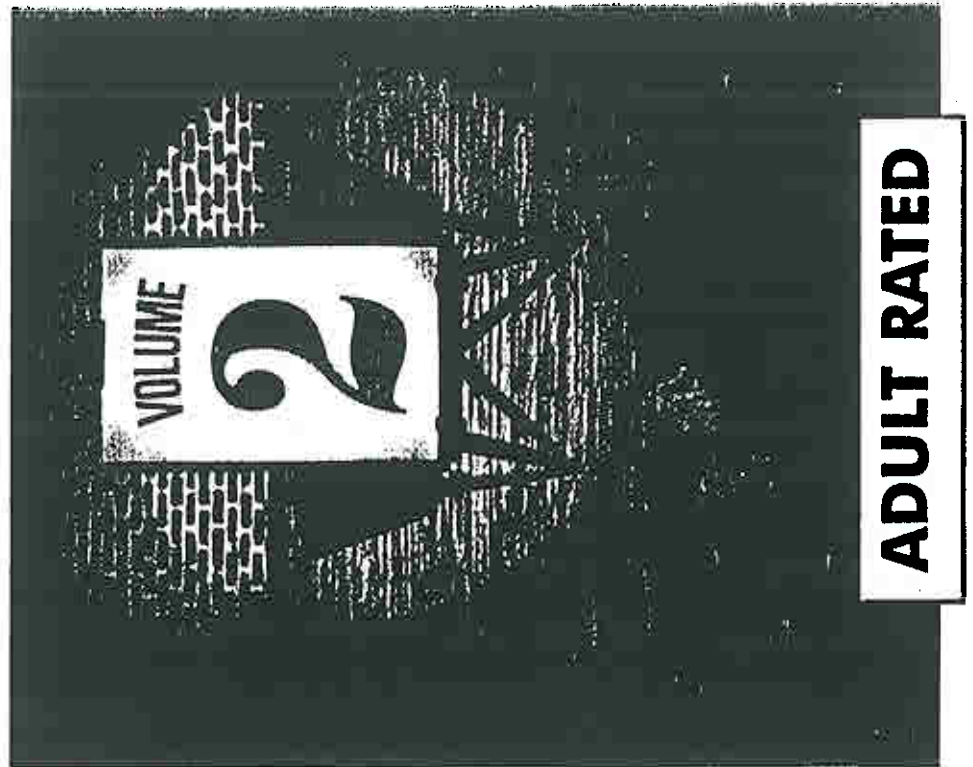
P.O. Box 1359, Duluth, GA 30136

© 1992 Score Productions, Inc.™
Atlanta, GA.
ALL RIGHTS RESERVED.

SIDE 2

Al Clethan
Focus
Steve McGrew
10% Of Marriage
Howard Allen
Not Too Lucky
Jim Aleck
Women Vs. Men
Steve McGrew
Not While I'm Eating
Robert Shimmel
An Intense Check Up
Carey Odes
One Week A Year
Dom Irerra
Bad Attitude
Jackie Flynn
Employees Only
Tom Dreesen
Tough Childhood
Dan Chopin
"Show Me"
Rick Ducommun
Long Lines
Dom Irerra
A Nice Guy

COMEDY AFTER HOURS



COMEDY-AFTER HOURS



CLC10294

CLC10294

SIDE 1

Stevie Ray Fromstein
The Flower Lady
John Mendoza
New Relationships
Steve Smith
Dating Etiquette
Carol Siskind
It's A Girl Thing
Randy Kagen
Who Needs Her
Diana Jordan
Panties
Stanley Ullman
The Wedding Night
Jack Cohen
Redundancies
Steve McGrew
Video Store
Ron Richards
Ex-Wife
Tom Dreesen
Crystal
Carrie Snow
Women Need Details
Alan Havey
Safe Sex
Carey Odes
Know Who You Date



Produced exclusively for and distributed by
SOUTHEASTERN TAPE
D I S T R I B U T O R S

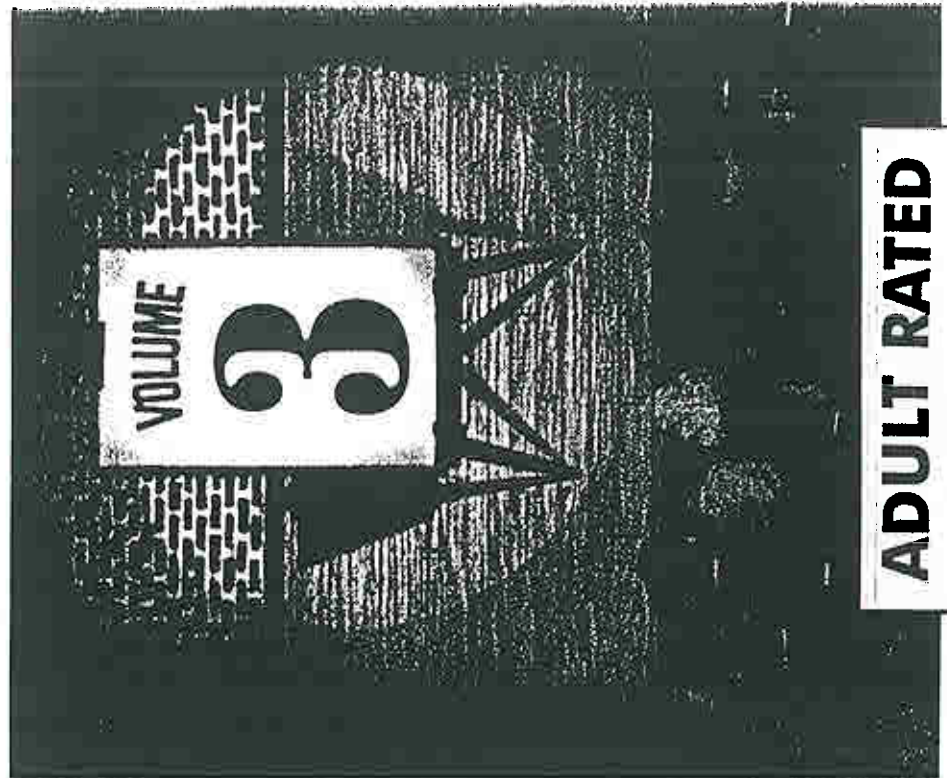
P.O. Box 1359, Duluth, GA 30136

© © 1992 Score Productions, Inc.SM
Atlanta, GA.
ALL RIGHTS RESERVED.

SIDE 2

John Mendoza
Time's Up
Bob Dubac
007
Andrea Walker
Single Mom
Rick Reynolds
Not Ready For Kids
Rick Duccomun
Vegas
Carey Odes
Social Drinking
Tom Dreesen
User's Logic
Rondell Sheridan
A New Move
Jerry Miner
Getting Older
Eddie Griffin
Late Night Commercials
Bob Dubac
Vivid Dreams
Rick Duccomun
Stuck At The Light
Bob Dubac
Fun With Your Pets
Robert Shimmel
Read The Book

COMEDY AFTER HOURS



COMEDY - AFTER HOURS



CLC1030

CLC10304

SIDE 1

Steve Kelly
Pretentious
Steve Schafer
Flipped Off
Steve Middleman
How Cold?
Robert Shimmel
Plane Crash
Dom Irerra
Now I'm Really Mad
Andrea Walker
TV Families
Fran Solomita
The New Arrival
Jordan Brady
Good Music
Mark Pitta
Renting XXX
Robert Shimmel
Getting Ahead
Ellen Degeneres
Animals Need Love Too
Tom Dreesen
It's A Job
Diane Nicholes
Turning Men On



Produced exclusively for and distributed by
SOUTHEASTERN TAPE
DISTRIBUTORS

P.O. Box 1359, Duluth, GA 30136

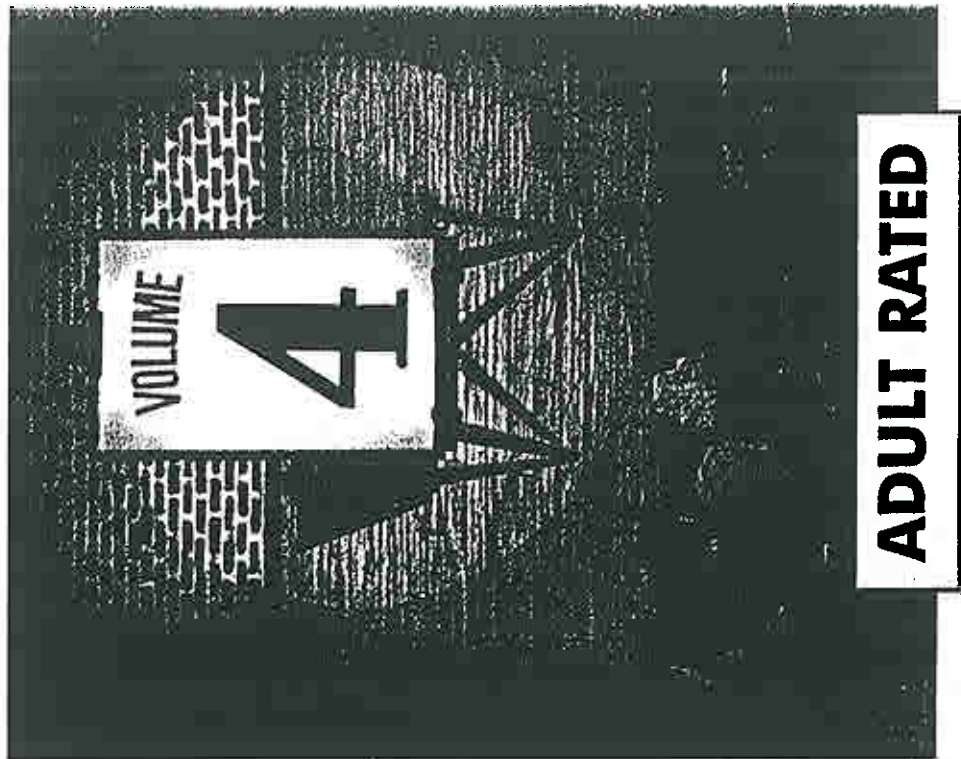
© 1992 Score Productions, Inc.SM
Atlanta, GA.

ALL RIGHTS RESERVED.

SIDE 2

Susie Loucks
Underwear
John McDonell
Pantyhose
Carey Odes
Subliminal Help
Maureen Murphy
California Blonde
Sinbad
Lying
Stephanie Hodge
Women: Then & Now
Jerry Seinfeld
Women Watchers
Steve Cruser
CMS
Andrea Walker
It's Just A Name
Wendy Leibman
School Days
Jackie Flynn
A Little Too Much
JoAnne Astrow
The First Marriage
Ronnie Shakes
Peeping Tom
Jack Cohen
Advice

COMEDY AFTER HOURS



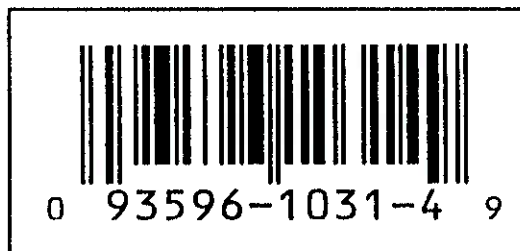
COMEDY-AFTER HOURS



CLC10314

SIDE 1

Robert Shimmel
Adult Toys
Rick Duccomun
That's Normal?
Jerry Elliot
Whispers
Evan Davis
Dept. Of AT&F
Joe Keys
Some Breakfast
John Mendoza
The Greatest Challenge
Kevin Flynn
Mousse It
Wendy Leibman
Bad Hair Cut
Kevin Rooney
Asking For Trouble
Monty Hoffman
Trouble In The Playhouse
Jann Karem
Fake
Steve Cruser
Communication
David Wood
Younger Women
Robert Shimmel
Polly Want A Cracker



SIDE 2

Al Lubel
Nothing To Lose
Stevie Ray Fromstein
The Dating Scene
Carol Leifer
After The Show
Steve Cruser
Steroids
Robert Shimmel
That's What Dogs Do
Fran Solomita
Bad News
Jim Holder
A Troubled Marriage
Jack Mayberry
Debt
Steve Kelly
Frequent Flyer
John Mulrooney
Fun On The Plane
Wayne Cotter
Let It Ring
Mark Schiff
Living With Mom & Dad
Bill Engvall
Metric System

Produced exclusively for and distributed by

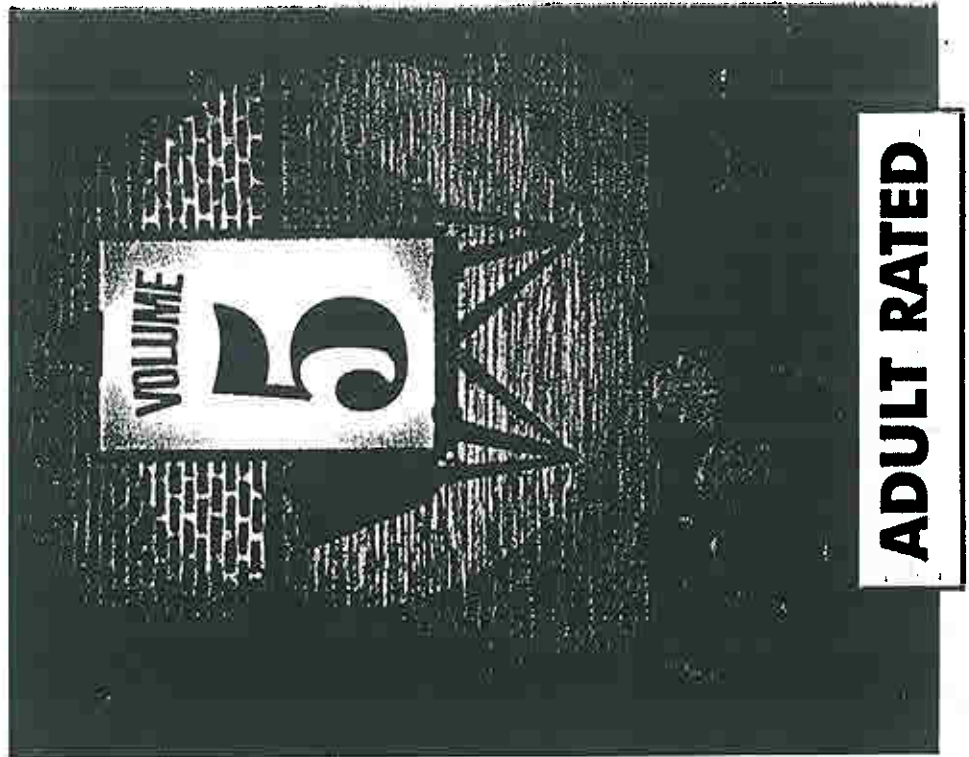
**SOUTHEASTERN TAPE
DISTRIBUTORS**

P.O. Box 1359, Duluth, GA 30136

© © 1992 Score Productions, Inc.™
Atlanta, GA.

ALL RIGHTS RESERVED.

COMEDY AFTER HOURS



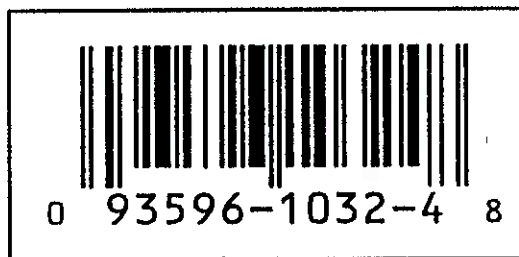
COMEDY-AFTER HOURS



CLC10324

SIDE 1

Steve McGrew
Not My Parents
Robert Shimmel
Adult Books
Dom Irerra
Bragging
Richard Belzer
The Earth Shook
Drake Sather
Something Permanent
Stevie Ray Fromstein
Did You?
Kevin Flynn
9 Months
Larry Willmore
Condoms
Pam Matteson
Tell Us The Truth
Howard Busgang
Married Life
Joe Bolster
New Management
Robert Shimmel
This Isn't A Movie
Ronnie Shakes
Full Moon



SIDE 2

Kenny Rogerson
Stay In Bed
Jack Cohen
Women's Magazines
John Mulrooney
Men's Magazines
Dom Irerra
Changes
Chance Langton
Good Question
Tom Dreesen
School Can Be Fun
Howie Gold
Sports Enthusiast
Dom Irerra
Try The Bench
Hugh Fink
What's In A Name?
Joe Keys
Had To Quit
Ritch Shydner
Never A Loss Of Words
Dom Irerra
"Gimme That!"
Steve Kelly
Car Phones
Robert Shimmel
Doctor Talk

Produced exclusively for and distributed by

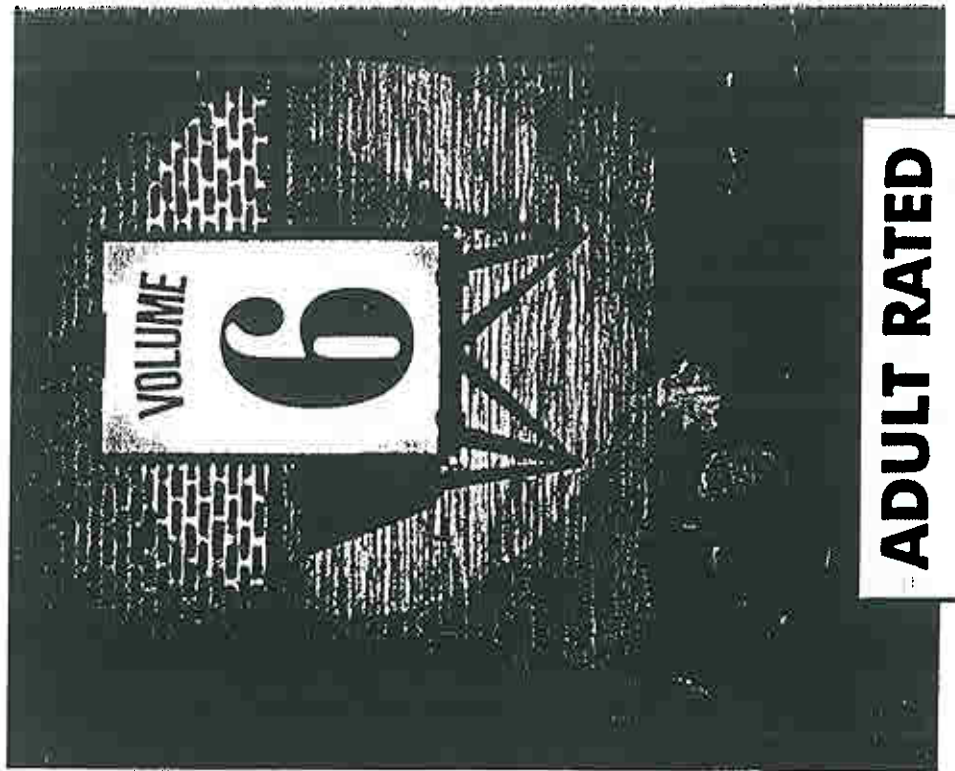
SOUTHEASTERN TAPE
DISTRIBUTORS

P.O. Box 1359, Duluth, GA 30136

© © 1992 Score Productions, Inc.SM
Atlanta, GA.

ALL RIGHTS RESERVED.

COMEDY AFTER HOURS



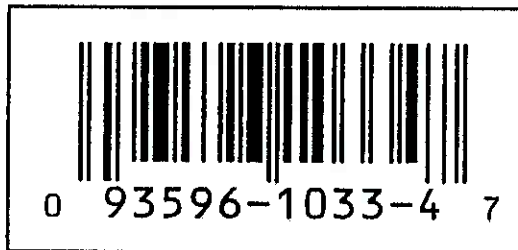
COMEDY-AFTER HOURS



CLC10334

SIDE 1

Dennis Wolfberg
Sex Ed.
Jerry Seinfeld
Nightcap
Maureen Murphy
Touchdown
Bill Engvall
On Second Thought
Jeff Marder
You Asked For It
Robert Shimmel
Hurry Up!
Al Clethan
Honest Relationship
Ritch Shydner
Feelings
Ronnie Shakes
No Frills
Fritz Coleman
Masters Of Silence
Robert Shimmel
A Big Package
Jim Aleck
Football Vs. Flowers
Monica Piper
Womanhood



SIDE 2

Jerry Seinfeld
Success With Women
Stephanie Hodge
Eating Free
Randy Kagen
Demonstrators
Steve Kelly
Tying The Knot
Adam Sandler
The Right Girl
Andrea Walker
Perfect Moms
Robert Shimmel
Let's Try Something New
Dom Irerra
The Old Neighborhood
Dan Chopin
Frat Initiations
Brad Garrett
Minnesota
Adam Sandler
Lost The Dog
Wayne Cotter
At The Dr.'s Office
Richard Belzer
The Check Up
John Caponera
Life's Too Short

Produced exclusively for and distributed by
SOUTHEASTERN TAPE
D I S T R I B U T O R S

P.O. Box 1359, Duluth, GA 30136

© (P) 1992 Score Productions, Inc.™
Atlanta, GA.

ALL RIGHTS RESERVED.


LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
RELATIVES

WK5026

Wood Knapp
 Distributed by
 Wood Knapp & Co., Inc.
 5900 Wilshire Blvd.
 Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

ISBN 1-56050-247-9

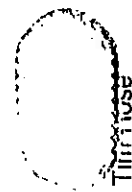


0 3088-95026-4 7

© 1991 The Comedy Label™ a division of Score Productions, Inc.™ Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc.™ Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter,

- SIDE 1**
- Mark Schiff
 - Mom's Crazy
 - Rob Becker
 - Shopping For Clothes
 - Al Lubel
 - An Intense Mother
 - Larry Miller
 - A Lawyer In The Family
 - Ron Richards
 - Collect Call
 - Katsy Chappell
 - Braided Hair
 - Jack Gallagher
 - Dad's Upset
 - Ronnie Shakes
 - Discipline
 - Pat Hazell
 - Dad's Sense Of Humor
 - Evan Davis
 - Fishing With Dad
 - Tom McGillen
 - Dad Jokes
 - Al Clethan
 - Dad's Stories
 - Carey Odes
 - The Youngest Child
 - Ron Richards
 - Playing Too Rough
 - Chris Raine
 - Got Your Nose
 - Brad Garrett
 - Divorce
 - Fritz Coleman
 - Children
 - Rick Duccomun
 - Nephews

- Fred Stoller
- Rebel Against Mom
- Rick Duccomun
- My House, My Rules
- John McDonnell
- A Gift For Mom
- Kevin Pollack
- Aunt Bessie
- Ritch Shnyder TV
- Mark Pitta
- A Movie With Mom
- Glen Hirsh
- A Strange Family
- Mark Roberts
- A Stranger Family



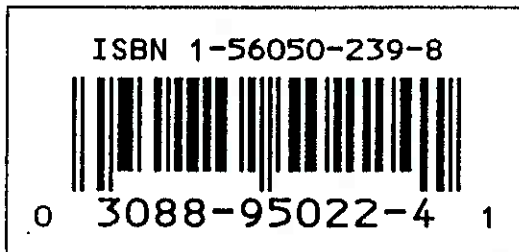
- Thirteen
- Visitors
- Pat Hazell
- House Guests
- Bob Nickman
- Grandparents
- Howard Busgang
- Getting Old
- Carey Odes
- Parents And Other Old People

LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
FOOD & EATING

WK5022

Wood Knapp
 Distributed by
 Wood Knapp & Co., Inc.
 5900 Wilshire Blvd.
 Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.



WK5022

© 1991 The Comedy Label™, a division of Score Productions, Inc., Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc., Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

- | | |
|-----------------|-------------------|
| SIDE 1 | SIDE 2 |
| Barry Marder | Barry Marder |
| Nightclub Food | Bran Diet |
| Billy Riback | Max Alexander |
| Salad Bar | Grapefruit Diet |
| Peter Fogel | Brad Garrett |
| Bachelors | Working With Food |
| Mark Schiff | Jerry Seinfeld |
| Perishables | Milk & Cereal |
| Rick Duccomun | |
| Sugar | |
| Jerry Seinfeld | |
| A Little | |
| Overweight | |
| Jim Aleck | John Mendoza |
| Junk Food | Dinner Guest |
| Mark Roberts | Mark Schiff |
| Ice Cream | Eating Out |
| Bill Maher | Bobby Slayton |
| Sushi | Chinese Waiters |
| Jim Aleck | Steve Middleman |
| Unusual Food | French Restaurant |
| Ellen Degeneres | Rick Corso |
| Bad Tasting | Late Night |
| Pat Hazell | Restaurant |
| Dumb Food | Ritch Shydrer |
| Mark Schiff | Caffeine |
| At The | Mark Roberts |
| Supermarket | Waitresses |
| Barry Marder | |
| Product Labels | |
| Bill Maher | Rob Becker |
| Jewish Food | Soup Of The Day |
| Bobby Slayton | Ellen Degeneres |
| Chinese Vs. | Airplane Food |
| Jewish | Jerry Seinfeld |
| | Movie Snacks |
| | Bobby Kelton |
| | Restrooms |
| | Mark Schiff |
| | "Check Please" |

LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
FOOD & EATING

SIDE 1

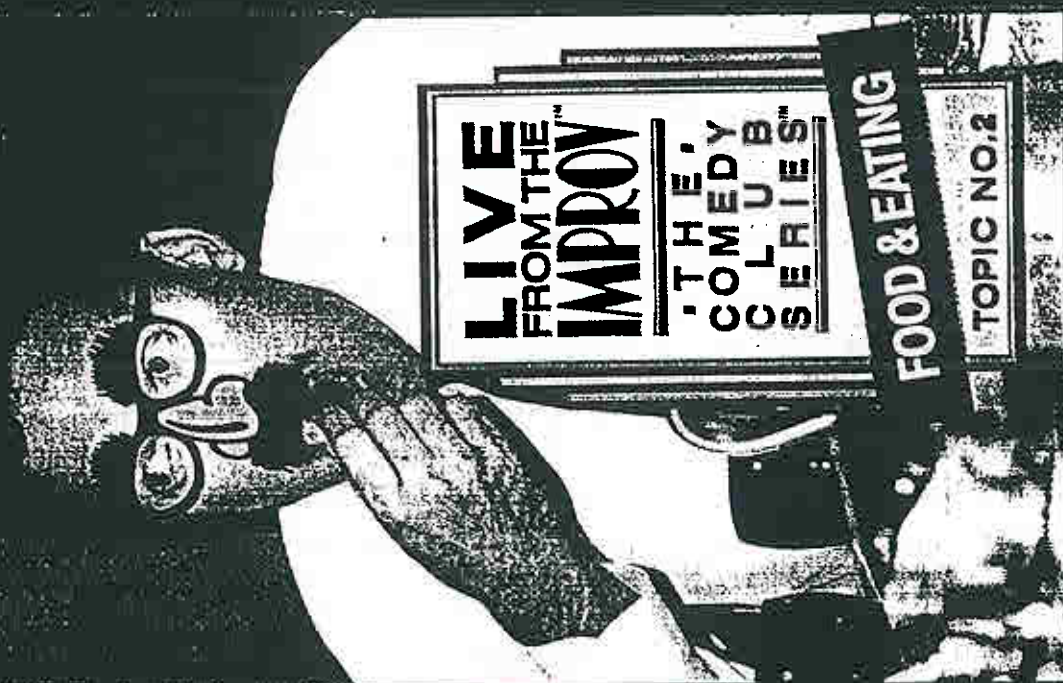
Barry Marder
 Peter Fogel
 Mark Schiff
 Rick Duccomun
 Jim Aleck
 Bill Maher
 Jim Aleck
 Pat Hazell
 Bill Maher

Big People
 Bachelors
 Perishables
 Sugar
 Junkfood
 Sushi
 Unusual Food
 Tuna
 Jewish Food

SIDE 2

Max Alexander
 Jerry Seinfeld
 Brad Garrett
 Mark Schiff
 Bobby Slayton
 Rick Corso
 Jerry Seinfeld
 Bobby Kelton
 Rita Rudner

Grapefruit Diet
 Milk & Cereal
 The Deli
 Eating Out
 Chinese Waiters
 Late Night Restaurant
 Movie Snacks
 Restrooms
 Cooking



LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
FOOD & EATING

© 1991 The Comedy Label™
 a division of Score Productions,
 Inc.™ Atlanta, GA
 ALL RIGHTS RESERVED.
 The Comedy Club Series™ and The
 Comedy Label™ are trademarks of
 Score Productions, Inc.™ Atlanta, GA
 Live From The Improv™ is used
 under license from Improv West
 Associates.

ISBN 1-879822-07-5



0 93596-1002-4 7

Packaging by Score Creative Services
 Creative Director: Mickey Gilbert
 Illustration Design: Dan Carpenter

DISCLAIMER:
 A joke here and there may not be ap-
 propriate for kids, some government
 officials and those devoid of a sense
 of humor.

CLC10024



LIVE FROM THE IMPROV
THE COMEDY CLUB SERIES
WORK

LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
WORK

WK5031

Wood Knapp
 A COMPANY, INC.
 Distributed by
 Wood Knapp & Co., Inc.
 5900 Wilshire Blvd.
 Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

ISBN 1-56050-257-6

0 3088-95031-4 9

© 1991 The Comedy Label™, a division of Score Productions, Inc.,SM Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc.,SM Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

WK5031

- | | | | |
|-----------------|---------------------|-------------------|--------------------|
| SIDE 1 | Billy Elmer | Steve Skrovan | Steve Middleman |
| Jim Aleck | Security Guard | Dept. Of | Lack Of |
| Stress | Ellen Degeneres | Corrections | Enthusiasm |
| Dom Irrera | Flight Attendants | Jerry Seinfeld | Bobby Kelton |
| Honesty | Mark Schiff | Dating's A Job | School For |
| Jack Mayberry | Looking For Help | Chris Raine | Vendors |
| Trial And Error | Jerry Miner | A Bad Interview | David Spade |
| Carey Odes | Store Employees | Drake Sather | Daytime Television |
| Computers | Dennis Wolfberg | Work Applications | |
| Allan Havey | Substitute Teaching | Al Lubel | |
| Working Women | | Attorney | |
| David Wood | | Bill Fox | |
| Secure Job | | Unemployed | |
| Stevie Ray | | Jack Mayberry | |
| Fromstein | | In Debt | |
| Job After Job | | | |
| Steve Skrovan | | | |
| Beeper | | | |
| Pat Hazell | | | |
| Assistant | | | |
| Manager | | | |
| Al Clethan | | | |
| Union Workers | | | |
| Mark Schiff | | | |
| Doctors | | | |
| Drake Sather | | | |
| Rollercoasters | | | |
| Randy Lubas | | | |
| Hair Removal | | | |
| Diane Ford | | | |
| Receptionist | | | |
| Chris Raine | | | |
| Calling In Sick | | | |
| Jerry Seinfeld | | | |
| "Gotta Go" | | | |
| Al Lubel | | | |
| Breaking Even | | | |
| SIDE 2 | | | |
| Greg Travis | | | |
| Lifestyles | | | |
| Mike Dugan | | | |
| Medicine & | | | |
| Philosophy | | | |



4 LIVE FROM THE IMPROV™ THE COMEDY CLUB SERIES™ LOVE & MARRIAGE

WK5024

Wood Knapp
Distributed by
Wood Knapp & Co., Inc.
5900 Wilshire Blvd.
Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

ISBN 1-56050-243-6

0 3088-95024-4 9

© 1991 The Comedy Label™ a division of Score Productions, Inc.™ Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc.™ Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

- | | | | |
|--|--|--|---|
| <p>SIDE 1</p> <ul style="list-style-type: none"> Larry Miller <i>Pre-nuptial Agreement</i> Joe Yannetty <i>Planning A Wedding</i> JoAnne Astrow <i>"The Wedding"</i> Joe Yannetty <i>Wedding Invitations</i> Todd Glass <i>Think About Your Answer</i> Bobby Collins <i>Newlyweds</i> Jack Coen <i>Married "Forever"</i> Ritch Shydney <i>Anniversaries</i> Carey Odes <i>Cryogenics</i> Howard Allen <i>Infidelity</i> Ronnie Shakes <i>Loss Of Enthusiasm</i> John Mendoza <i>Long Marriage</i> Rob Becker <i>The Occasional Fight</i> Jack Coen <i>Advice About Women</i> J.J. Wall <i>Short-Changed</i> Howard Allen <i>Grandpa's New Wife</i> Ritch Shydney <i>Sleeping Together</i> | <p>SIDE 2</p> <ul style="list-style-type: none"> Bobby Collins <i>Being Scolded</i> Ronnie Shakes <i>Open Marriage</i> Bobby Slayton <i>Romance</i> Jack Coen <i>Redundancies</i> | <ul style="list-style-type: none"> Ritch Shydney <i>Men Bashers</i> Fritz Coleman <i>Having Kids</i> J.J. Wall <i>A Dent In The Car</i> John Payton <i>I Cook, She Shops</i> Ronnie Shakes <i>Learn New Things</i> Tom Dreesen <i>Birth Control</i> Ritch Shydney <i>Backrubs</i> Rob Becker <i>Security</i> | <ul style="list-style-type: none"> <i>Silvaco</i> Macho Drake Sather <i>Relationships</i> J.J. Wall <i>Wife's Temper</i> Rob Becker <i>Making Up</i> Tom Dreesen <i>Divorce</i> |
|--|--|--|---|

LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
DATING

Wood Knapp
A COMPANY, INC.

Distributed by
 Wood Knapp & Co., Inc.
 5900 Wilshire Blvd.
 Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

ISBN 1-56050-235-5



0 3088-95020-4 3

WK5020

© 1991 The Comedy Label™ a division of Score Productions, Inc.™ Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc.™ Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

- | | |
|--------------------|--------------------------|
| SIDE 1 | SIDE 2 |
| Diane Nichols | Jack Coen |
| Opening Line | Women's Magazines |
| John Mendoza | Bob Nickman |
| New Relationships | Male Bonding |
| Bob Nickman | Tony Edwards |
| Looking For Love | Waitresses |
| Monica Piper | Carey Odes |
| New Love | Humor |
| Pat Hazell | |
| "Girlfriend" | |
| Marty Pollio | |
| Off To A Bad Start | Steve Smith |
| Billy Riback | Courting |
| Dancing | Tom Dreesen |
| Jerry Seinfeld | Meeting The Parents |
| Women | Ron Richards |
| Watchers | Phone Numbers |
| Steve Cruser | Max Alexander |
| Single Women | A Lot To Love |
| Bob Dubac | Stevie Ray Fromstein |
| 007 | At The Beach |
| Jim Aleck | Sinbad |
| Cooking | Lying |
| Mike Dugan | Dana Gould |
| Men Need Women | Arguments |
| Al Clethan | Ritch Shydner Feelings |
| Biological Clock | |
| Ritch Shydner | Stevie Ray Fromstein |
| Fashion | Non-aggressive |
| Maureen Murphy | Bob Nickman |
| California Blonde | Macho |
| Ritch Shydner | Larry Miller |
| Make-Up | Picking Up & Breaking Up |

WK5020

Wood Knapp
 A SCHLANTZ INC. COMPANY
 Distributed by
 Wood Knapp & Co., Inc.
 5900 Wilshire Blvd.
 Los Angeles, CA 90038

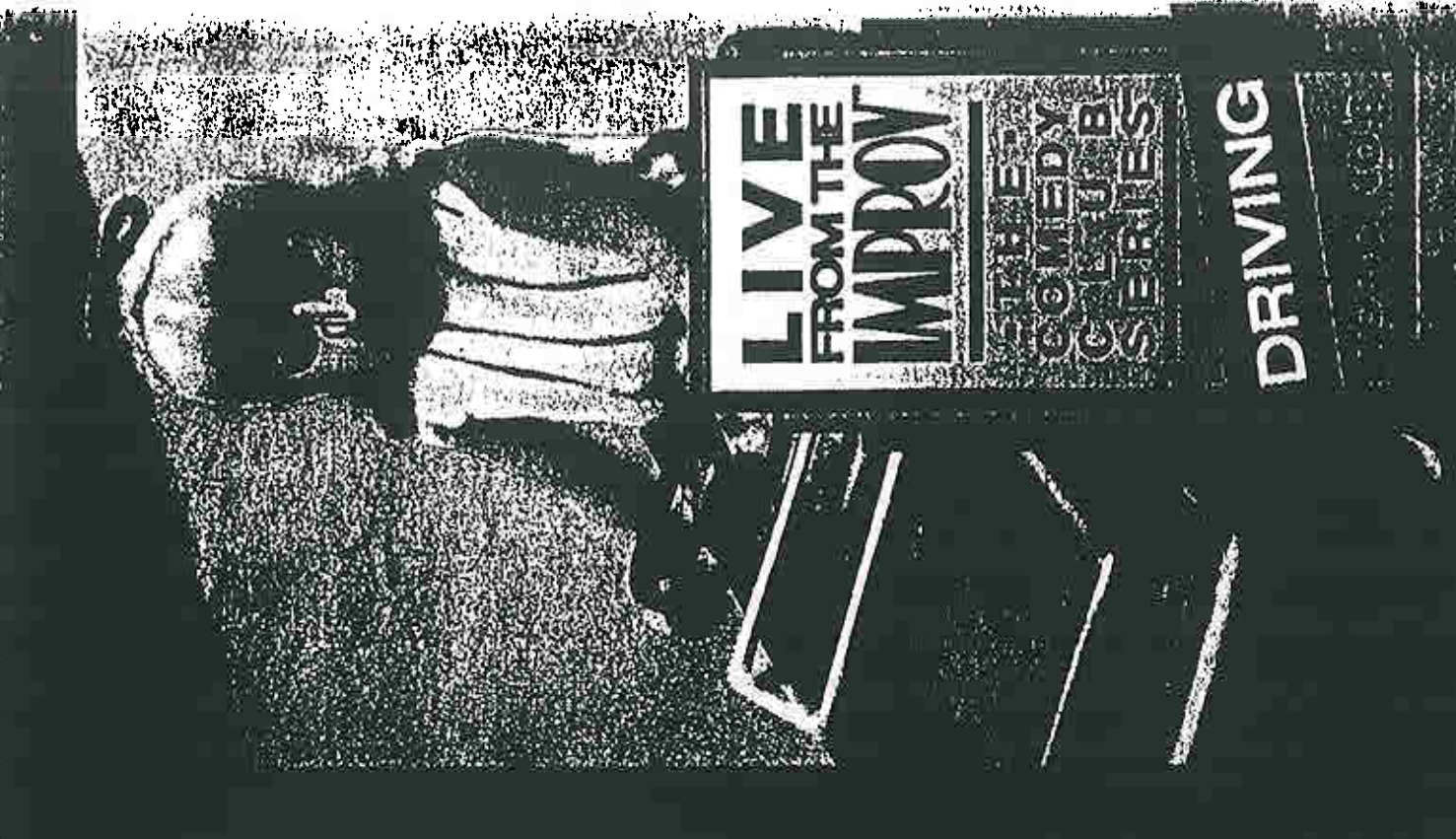
DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.



WK5021

© 1991 The Comedy Label™, a division of Score Productions, Inc., Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc., Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

- | | | | |
|--------------------|-------------------------|-------------------|--------------------------|
| SIDE 1 | Chance Langton | SIDE 2 | Jim Aleck |
| Student Driver | Mark Pitta | Rental Insurance | Paul Clay |
| Driver's Ed. | Jack Mayberry | New & Rental Cars | J.J. Wall |
| Driving With Mom | Evan Davis | Accidents | Steve Smith |
| Fast Cars | Diane Nichols | Young Drivers | |
| Speeding | Mark Pitta | | |
| Friendly Cops | Paul Feig | | |
| The Traffic Cop | Stevie Ray | Paul Clay | Mechanics |
| Fromstein | Whimpy Behind The Wheel | John Riggi | "I Break It, You Fix It" |
| Mark Pitta | Talk Your Way Out | Kelly McDonald | Windshield Wipers |
| Bob Dubac | Need For Speed | Steve Smith | Communicating |
| John Witherspoon | Unpleasant Job | Drake Sather | Bumper Stickers |
| Jack Mayberry | Driving Games | Jack Mayberry | The Driver |
| Steve Skrovan | Driving In New York | Jerry Seinfeld | Lane Experts |
| Jerry Seinfeld | Carey Odes | Rob Becker | Getting Lost |
| Stop Lights | Mark Roberts | Sinbad | Driving In Winter |
| Buses | Mark Pitta | Brad Garrett | California Directions |
| Used Cars | Diane Nichols | J.J. Wall | Driving In Texas |
| Women & Their Cars | | Rob Becker | Bad Directions |



LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
DRIVING

WK5021



LIVE FROM THE IMPROV

THE COMEDY CLUB SERIES

GROWING UP

TOPIC NO. 7

LIVE FROM THE IMPROV™ THE COMEDY CLUB SERIES™ GROWING UP

WK5023

Wood Knapp
A COMPANY, INC.
Distributed by
Wood Knapp & Co., Inc.
5900 Wilshire Blvd.
Los Angeles, CA 90036

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

ISBN 1-56050-241-X



0 3088-95023-4 0

WK5023

© 1992 The Comedy Label™ a division of Score Productions, Inc.™ Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc.™ Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

SIDE 2

- Chuck Martin
- "Cup Boy"
- Craig Shoemaker
- Problem Child
- John Riggi
- Oops
- Rondell Sheridan
- R-O-N-D-E-L-L

SIDE 1

- Rick Rockwell
- I'll Be Moe,
- You Be Curly
- Suli McCullough
- The Best Banana
- Pat Hazell
- Baker's Chocolate
- Craig Shoemaker
- More Sugar!
- Allan Murray
- Toys

Brandt Von Hoffman

- Disappointed
- Alex Cole
- Neighborhood Parents
- Jim Edwards
- Telescope
- Jann Karam
- Adulthood
- Fred Wolf
- Tooth Fairy
- Mark Pitta
- Childhood Phrases
- Jack Coen
- Retrospect
- Wayne Cottor
- College Orientation

Glen Hirsh

- Visiting
- The Old School
- Tom Dreesen
- Reunion

Walking To School & Brown Bag Lunches

- Jim Aleck
- Rules
- Jerry Miner
- Roman Numerals
- Steve Shaifer
- A Tough Education
- Wayne Cottor
- School Striko
- Barry Neal
- Recess
- Ronnie Shakes
- Big For My Age
- Glen Hirsh
- Foreign
- Language Class
- Tom Dreesen
- Football
- Penny Wiggins
- Virgin Islands



DOGS, CATS, FISH, HOUSE TRAINING, PICKINGS, JAMES, BERTING

THE ZOO, SNAKES, REPTILES, DOG FOOD, FARM ANIMALS, MAN'S BEST FRIEND, VETERINARIANS, THE ZOO

8

**LIVE FROM THE IMPROV™
THE COMEDY CLUB SERIES™
MAN & BEAST**



WK5025

Wood Knapp
Distributed by
Wood Knapp & Co., Inc.
5900 Wilshire Blvd.
Los Angeles, CA 90036

ISBN 1-56050-245-2



0 3088-95025-4 8

WK5025

© 1992 The Comedy Label, a division of Score Productions, Inc., Atlanta, GA. ALL RIGHTS RESERVED. The Comedy Club Series™ and The Comedy Label™ are trademarks of Score Productions, Inc., Atlanta, GA. Live From The Improv™ is used under license from Improv West Associates. Packaging by Score Creative Services. Creative Director: Mickey Gilbert. Illustration/Design Dan Carpenter.

DISCLAIMER: A joke here and there may not be appropriate for kids, some government officials and those devoid of a sense of humor.

- Brian Regan
3 A.M.
- Brian Haley
Scaring Fish
- Tom McTigue
Evolution
- Steve Bruner
Save The Dolphins
- Tom McTigue
Jowls
- Gerry Bednob
The Zoo
- Evan Davis
No Sense Of Humor
- Kevin West
Too Close For Comfort
- Bobby Kelton
Just Being Friendly
- Anita Wise
Uninvited Guests
- Fred Stoller
Holidays
- Jack Gallagher
Buying A Dog
- Brandt Von Hoffman
Trained & Named
- Bobby Kelton
"Did You Do That?"
- Jim Edwards
Convenience
- Bill Engvall
"He Won't Bite"
- Jim Edwards
Pitbulls

- Bill Engvall
A Bad Taste In Your Mouth
- Don Ware
Wild Kingdom
- Bill Engvall
Snakes
- Ellen Degeneres
80 MPH
- Ritch Shydrer
The Condor
- Chris Bliss
Sufficient Fire-Power
- Ellen Degeneres
A Beautiful Creature
- Leah Krinsky
It's A Challenge
- Scott Harriet
Bamb! Learns To Fly
- Jeff Schilling
Nice Bear
- Jordan Brady
Pet Insurance
- Robert Shimmel
Bad Luck With Pets

- Norm MacDonald
A Trip To The Pet Store

SIDE 2
Norm MacDonald
A Trip To The
Pet Store

015

COMEDY AFTER HOURS: VOLUME 7

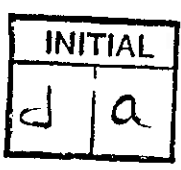
ZARRE -
 RINSKY - A.P.A -
 ZARRE
 RINSKY R.V
 ITTA ✓-
 MacDonald V-
 LMER
 FINE R
 McDONNELL R
 CAREY - messina/Baker
 274-3880

NICE GIRLS
 SWIMSUIT SEASON
 HARD BODIES
 NEW CLOTHES
 SOBRIETY TEST
 IT'S A SOCIAL THING
 CARTOONS
 EAST COAST ATTITUDE
 PAROLE
 POSITIVE THINKING

-206-728-6085
 - 218 569-5497
 - 415-687-6417-
 8210

APIO
 RITTENHOUSE -
 CAREY -
 ALTMAN
 KING V
 SHANNON - 213-467-7376
 MARTIN R
 CAREY
 YES V
 McDONNELL R

SURFING
 BUNGEE JUMPING
 "KING"
 KEYBOARD LOVE
 OH YEAH, RIGHT
 MARRIED YOUNG
 GUY ROOMATES
 SMOKERS
 "GET OUTTA TOWN!"
 THE GOOD JOBS



Produced exclusively for and distributed by
 SOUTHEASTERN TAPE
 DISTRIBUTORS
 P.O. BOX 1359, DUBLIN, GA 30136

COMEDY AFTER HOURS: VOLUME 8

SIDE 1

- NORM MacDONALD ✓
- NICK DiPAOLO ✓
- ✓ CARL LIGGET
- # TIM JONES ✓
- # TODD GLASS ✓
- # RANDY KAGAN ✓
- ✓ BILLY GARREN
- DREW CAREY
- ✓ STU TREVAKS
- MONICA PIPER ✓ R

- BIG DOGS & LITTLE DOGS
- DOGGIE HOTEL
- CAT OWNERS
- FREEWAY CHANT
- TIRE IN THE ROAD
- PLANNED COMMUNITIES
- FAT & SKINNY
- BAD BODY
- DANCE FLOOR
- COLOGNE

SIDE 2

- ✓ REGGIE McFADDEN
- ✓ ROGER RITTENHOUSE
- ✓ ALEX REED - NO ANS. 415-626 5441
- ✓ STEVE O
- ✓ MARTY RACKHA ✓
- ✓ JOHN WING ✓
- ✓ CHARLES ZUCKER R
- # ROGER RITTENHOUSE

- FREE RIDE HOME
- NO LIFE
- PHONE MESSAGES
- DUMPED
- MR. BITTER
- COMEDY'S BETTER
- SENSITIVE
- KIDS



CLC40704

Produced exclusively for and distributed by
 SOUTHEASTERN TAPE
 DISTRIBUTORS
 P.O. Box 1359, Duluth, GA 30136

(C)(P)1993 Score Productions, Inc. Atlanta, GA. ALL RIGHTS RESERVED.

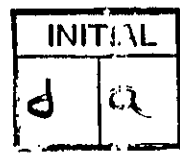
COMEDY AFTER HOURS: VOLUME 9

EN THOMAS ✓ # send R
ELMER
HIZARRE
ES COZART No # yet
IAYMEN ✓
S BLAIR ✓ send -
NES
NEAL R
WN SHANNON

BAD DECISION
DRIVING IN L.A.
THE "BELT"
HOEDOWN
OLYMPIC SPORTS
GENIUS
YEAH CODE
MEETING NEW PEOPLE
ENDING RELATIONSHIPS

Y LEIBMAN ✓ send again
STEVENS III home #
S BLAIR
HASTINGS
ELMER ✓
DIPAULO ✓
CAREY
CAPONERA ✓
Y RACKHAM ✓
GARREN

CAT FACTS
"MOVE OVER"
CAMP SONGS
INSURANCE COMPANIES
DOOR TO DOOR
A HAIRY SITUATION
CRYONICS
DOCK WORK
SCHOOL IN THE 90's
LOTTERY



0714

Produced exclusively for and distributed by
SOUTHEASTERN TAPE
DISTRIBUTORS
P.O. Box 1359, Duluth, GA 30136

COMEDY AFTER HOURS: VOLUME 10

DE 1

BOB GLASS ✓
JOHN RIDLEY ✓
JOHN BIZARRE
KEW CAREY
SH WARD # 310-657-3620
LAKE CLARK
LAKE CLARK
ARTY RACKHAM ✓
JIM AGNA ✓
JOHN HAYMEN ✓

NEW ACT
SMOKING EXCUSES
BUYING IN BULK
DRIVE-THRU STORES
BLESS 'ER HEART
LAZY
STUPIDITY
LOST IN BROOKLYN
ALGEBRA
EATING OUT

DE 2

FORM MacDONALD ✓
FORM MacDONALD ✓
JIM JONES ✓
JOHN RIDLEY ✓
BILL BELLAMY
JIM JONES ✓
ARTY RACKHAM ✓
ROGER RITTENHOUSE #
CARLOS MANCIA mark
ANDY KAGAN ✓

OUT DRINKING
SINGING THE BLUES
WE'LL ARGUE LATER
HAPPY RELATIONSHIPS
TINGLE MAN
"STEP ON THAT"
A LONG WEDDING
OLD AGE
CROSS THE BORDER
REDWOODS

INITIAL	
d	a

CLC40724

Produced exclusively for and distributed by
SOUTHEASTERN TAPE
DISTRIBUTORS
P.O. Box 1359, Duluth, GA 30136

(C)(P)1993 Score Productions, Inc. Atlanta, GA. ALL RIGHTS RESERVED.

SCORE PRODUCTIONS, INC. EMPLOY JOANNE 2000

COMEDY AFTER HOURS: VOLUME 11

SIDE 1

DREW CAREY
RANDY KAGAN
HOLLY HENSEN #
ANDREA WALKER R
WAYNE COTTER V
JOHN HENTON # 818 509-9152
JOHN CAPONERA V
JOHN McDONNELL R
JACK COEN V

EARTH DAY
SEA CRITTERS
THE BIRDS & THE BEES
DIVORCE
PRE-SCHOOL
SCARY STUFF GOIN' ON
EASY, GRAMPS
RACISM
ON TO A LIGHTER SUBJECT

SIDE 2

BILLY ELMER V
HARRY TYNOWITZ #
JOHN BORCHERS
NORM MacDONALD V
BARRY NEAL R
BILL BELLAMY 415 922
SHAWN CORVELLE 3295
JANEANE GAROFALO V
MARGRET SMITH R
JOHN CAPONERA V

OKLAHOMA
SURVIVAL IN THE CITY
OLD CAT
DOBERMAN
BEAR ATTACK
BUNGEE JUMPING
17 TIMES
MATH CLASS
MAMOGRAPH
ART OR OBSCENE



CLC40734

Produced exclusively for and distributed by
SOUTHEASTERN TAPE
DISTRIBUTORS
P.O. Box 1359, Duluth, GA 30136

(C)(P)1993 Score Productions, Inc. Atlanta, GA. ALL RIGHTS RESERVED.

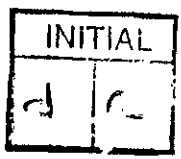
COMEDY AFTER HOURS: VOLUME 12

LD ✓
AM ✓
-
-
2
ER ✓
415-626-5441
RT
S
- #
LL

LYING
EMBARASSMENT
INDIAN RESTAURANT
A LITTLE TOO HOT
LOOKS
3 OUNCES
ARGUMENTS
DATING IN YOUR 30'S
CHECKING ACCOUNT
HEAVY METAL
23 HOURS STRAIGHT
GANGS

MAN 1

KIDS
RALLIES
NOTHING IN COMMON
REUNIONS
OLD FOLKS
DRUG GENERATION
LEGALIZED
HANGOVERS
BAR BRAWLS
TEMPORARY INSANITY
TOUCH-TONE PHONE



Produced exclusively for and distributed by
SOUTHEASTERN TAPE
DISTRIBUTORS
P.O. Box 1359, Duluth, GA 30136

Productions, Inc. Atlanta, GA. ALL RIGHTS RESERVED.

LIVE FROM THE IMPROV
TAPE LOG

REEL 92-2

CAREY ODES: 1 2 3 4 5
1/16/92 2:10 1:14 1:15 1:08 :30
LA Drive XMAS Hawaii Dating CAR
Vacation Noises

FRAN SOLOMITA: 6 7 8 9 10 11 12 13
1/16/92 1:32 1:04 :55 1:04 1:07 :42 1:42 1:54
Family Family Married Wedding Child Dishonest Daughter Cruise
SEX 1st Word Name Golf
Baby things NEWS

KELLY MCDONNARD: 14
1/16/92 1:33
WORDS

ROBERT SHIMMEL: 15 16 17 18 19 20 21 22 23
1/16/92 X-Rated :50 1:23 1:02 1:05 1:05 :56 1:15 1:03 1:05
Porn movie Porn shop Magazines Guy's dick PLANE Plane crash Time-Life Hygiene Scented
Confession Sharks Corum'l Douche

24 25 26 27 28 29 30 31 32
:58 1:21 1:26 1:07 :42 1:05 1:04 :53 :48
Dog Shit PETS Exorcist Cum on tits Premature Blowjobs Stools SIGMOID Pamott
(Clean) Sea World Ejaculation

33 34
:59 1:10
Vibrator DICK
Black Shit

DOUG E. DOUG: 35
1/16/92 BLACK 1:30
McDonald's
Commercials

EDDIE CRIFFIN: 36 37 38 39
1/16/92 BLACK :42 1:20 :40 1:28
Ethiopian Invitation Rock n Roll DRUGS
Comm'ls

CAREY SNOOK: 40 41 42 43 44 45
1/17/92 1:17 1:00 1:07 1:29 1:12 1:21
P.M.S. Young Guys Sports Weight Aids candy Drugs
Bargain Alcohol

AUDIENCE REACT.: 46
:11
Laugh

Total: 53:41

"LIVE FROM THE IMPROVISATION"

LOG
SHEET

Page # 11

REEL "K"

ALAN HAVEY:	1	2	3			
	CA/NY 615	BABY 655	DATING 692			
JEFF CESARIO:	4					
	HOCKEY 757					
PAUL REISER:	5	6	7	8	9	10
My Two Dads	BABIES 616	Supmarkt 656	Driving 693	Traffic 725	Parents 758	Father 775
CARLA FELISHA:	11	12	13			
black	Wedding 1 618	Wedding 2 726	Apartment 657			
BOB DUBAC:	14					
	SPEEDING 617					
JACK COHEN:	15	16	17	18		
	CAR 727	Seat belts 659	getting old 734 -xmas	WOMEN 776		
MARK PITTA:	19	20	21			
	X-rated 661	Singing 728	Good/Name game 759			
SUSIE LOUCKS:	22	23	24	25	26	27
	Smoking 662	Escargot 729	Bridesmd 760	underwear 794	Shaving 817	Drinkers 855
DRAKE SATHER:	28	29	30	31	32	
	TV 663	restaurant 730	CAR 742	paints/Dog 778	Bathroom 795	
FRED STOLLER:	33					
	COLLEGE 779					
GEORGE WALLACE:	34	35				
black	Supmarkt 721	Coupons 751				
CAROL SISKIND:	36	37	38	39	40	
	FRIFNDS 737	Carving XX num	Wedding 819	weird life 762	Price Club 769	
CRAIG STOEMAKER:	41	42				
	kids/P wec 733	LA office 53				
RHONDA HANSOME:	43	44	45			
black	seat saved 764	Married 798	not black e 852			

"OLD PEOPLE"

by Nick DiPaolo

I was in a car accident with the oldest guy I have ever seen in my life. His license plate said "fossil 1" on the back. He's wearing a totes hat, he's going 3 miles per hour. I'm in a rental, I said screw it, I hit him from behind and sent him right through his windshield. Well his bumpersticker said he'd rather be sailing. It didn't mention anything about a boat. He said, "hey kid, I think we should exchange papers." I said, "good idea", so I tossed him a pack of zig-zags. He said, "what are you a comedian?" I said, "yes, what are you psychic?"

This guy had a compass on his dashboard. Its 1992 and I get in an accident with Magellan. He says, "I'm bringing you to court kid." I said, "good, my car is totalled pick me up around one o'clock."

The guy that's taking me to court is 81 years old. Can we take the keys away from people at the age of 65 - 70. Because they loose their reflexes at this point. If you don't believe this, the next time you're at a family cookout, throw a Frisbee to your grandfather. You're like, hey grandpa, catch!
(Sound effects of Frisbee striking him in the head.)

HAIR IN FOOD

By Nick DiPaolo

I went to a restaurant last week and I got two hairs in my soup, two in my salad. The waitress came over and said, "can I get you anything else?" I said, "yeah how about a comb for the salad." "What's the house dressing, Monoxidyl?" "I ordered Romaine not Rogaine, take this crap back."

What are they doing, bikini waxing in the kitchen? The waitress comes in her shorts,

"How's the soup sir?"

"Good, how's your crotch?"

"Nice and clean thanks."

"Could you take the toupee out of my pudding"

I'm leaving the restaurant, choking like a cat. It's never a short hair, it's always a ten foot hair, like Crystal Gayle owns the place.

DOGGY HOTEL

The first sign of mental illness is when you start dressing up your pets. Take the snorkel jacket off the chihuahua, he was born with a coat he doesn't need another one. That's like giving an alligator false teeth.

We don't even have kennels anymore, we have doggy hotels. We have people sleeping in the streets in this country, yet, somewhere there is a poodle pissed off because a maid didn't leave a Liver snap under his pillow last night.

NICK DI PAOLO

TO: Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559	FILED 94 OCT -4 PM 2:31 CLERK U.S. DISTRICT COURT CENTRAL DISTRICT OF CALIF. LOS ANGELES	REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT
--	---	---

In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		COURT NAME AND LOCATION United States District Court For The Central District of California	
DOCKET NO. CV 93-5006	DATE FILED 8/20/93		
PLAINTIFF Robert Schimmel Carol Siskind		DEFENDANT Mark Lonow, et al.	
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK	
1 TX U 155-758 # 161599	Never Call a Comic in the A.M.	Carol Siskind	
2 PA UL 367446	Hard Core in the Big Apple	Robert Schimmel	
3			
4			
5			

In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED 12/22/93	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input checked="" type="checkbox"/> Other Pleading		
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK	
1 TX U 155-758 # 161599	Never Call a Comic in the A.M.	Carol Siskind	
2 PA UL 367446	Hard Core in the Big Apple	Robert Schimmel	
3			

In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment	WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
---	--	---------------

CLERK	(BY) DEPUTY CLERK	DATE
-------	-------------------	------



MARK LUNOW
IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583

February 6, 1989

Dear Comic:

The 1989 taping season has started for LIVE AT THE IMPROV. We are a nationally syndicated radio show featuring comics. It is a daily one minute spot used once. We tape here at the Melrose club, edit in a studio, and ship to DIR (the syndicator). The pay is \$100.00 per minute (which is above AFTRA scale).

We would like to use your talents for the show. Please sign and return this letter to either myself or Eric if you would like to participate.

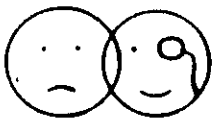
Sincerely,

JoAnne Astrow
Producer

I have read and understand the above terms and would like to participate in LIVE AT THE IMPROV according to those terms.

Signature

Name (printed)



BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583
321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

Ms. Carolë Siskind
300 Bay St.

Santa Monica CA 90405

Dear Carole,

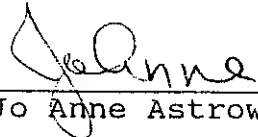
July 1, 1993

We know this is just a small royalty check but as always we are hoping for more.

We are giving the company more time to get the Comedy Label off the ground and will be sending you updates as they come in.

Also they are trying to sell the recordings for "Premiums" so we all may make some additional money if that works well.

For further information please call me at 213-466-5170.


Jo Anne Astrow

BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583
321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

Mr. Evan Davis
520 Washington Blvd.
256
Marina Del Rey CA 90292

Dear Evan,

March 1, 1993

As 1993 gets going we would like to bring the following to your attention.

The relationship we began with Score Productions, a promotion and retail audio cassette and CD company, which we made you aware of some time ago is developing slowly. We would like your permission to continue persuing this relationship and recording your material. When appropriate, as before, we will edit the material into 60-90 second bits for use on theme cassette's and CD's. Your royalty payment will continue to be a proportional part of 15% of the Improvisation's fee for each bit used. So far that fee has been very small, but we are hoping this year will prove more successful for all concerned.

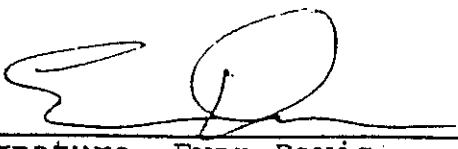
In addition, Promedia, a radio syndicator has proposed a comedy drop in show and is interested in obtaining 30 to 60 second bits. They will pay \$100.00 per bit for the first use and a \$50.00 residual for additional use.

The material will be recorded at the Improv and will be used on a non-exclusive basis. Non-exclusive means that we are not buying your material outright, just paying you to use it whenever possible.

Your signature at the bottom will signify that you understand and accept this ongoing offer. In addition, your verbal permission to this agreement will help us get started immediately.

Sincerely,

JoAnne Astrow (213) 466-5170


Signature Evan Davis

5-10-93
Date

November 4, 1985

To all Comics, Comedians, Comediennes, etc. etc. etc.,

Some of you may have questions about the radio show JoAnne Astrow, Mark Lonow and Larry Harris are producing. Some of you haven't heard about it and don't even know what's happening (in your lives, let alone in radio). This letter will hopefully help both groups.

First, the show is called "Live from the Improvisation," and will feature one comic for one three minute set each day. Five sets a week will be produced, in thirteen week cycles, with a tentative air date beginning the first week in January, 1986.

Secondly, it's a syndicated show for disc jockeys in the "drive to" and "drive from" time slots. It has been pre-sold in certain test markets across the country for the first cycle. If it is a success the markets will be broadened.

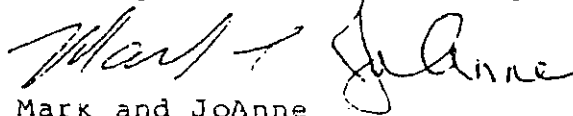
So, you ask yourself, what is the pay scale? Good question! A.F.T.R.A. minimum is \$43.00 for each set and \$34.00 for each re-run. We are offering on a "favored nations" A.F.T.R.A. contract, \$100.00 for the first play and \$50.00 for each subsequent play. Of course all A.F.T.R.A. pension/welfare will be paid by the producers.

Besides, money, performing on the show should appeal to you because it will not conflict with any other medium, while offering wide national exposure. In addition, it is our plan, to co-ordinate, whenever possible, if given enough notice, the release of your spot with any appearances you might do out of town.

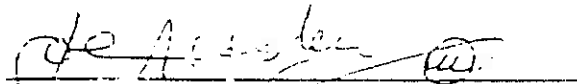
Now, this is what we need from you. Twenty minutes of clean material, arranged by you into 3 minute segments. This is not necessary as we will be responsible for the final decisions on segments, but your input will be a big help. Since we will be recording for the next several months please bring any new material to our attention.

Recording begins this week, if you are interested in contributing to this show and feel you have the proper material please sign this letter of agreement and return it to Mark or JoAnne.

Looking forward to working with you,


Mark and JoAnne

This agreement shall be good for one year.


Approved -- Date

BUDD FRIEDMAN

MARK LONOW

LIVE AT THE IMPROV

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583

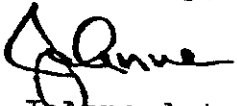
February 6, 1989

Dear Comic:

The 1989 taping season has started for LIVE AT THE IMPROV. We are a nationally syndicated radio show featuring comics. It is a daily one minute spot used once. We tape here at the Melrose club, edit in a studio, and ship to DIR (the syndicator). The pay is \$100.00 per minute (which is above AFTRA scale).

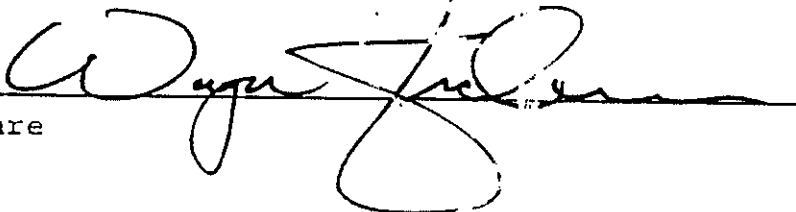
We would like to use your talents for the show. Please sign and return this letter to either myself or Eric if you would like to participate.

Sincerely,



JoAnne Astrow
Producer

I have read and understand the above terms and would like to participate in LIVE AT THE IMPROV according to those terms.



Signature

WAYNE FEDERMAN

Name (printed)

BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583

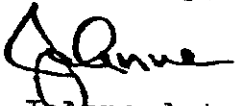
February 6, 1989

Dear Comic:

The 1989 taping season has started for LIVE AT THE IMPROV. We are a nationally syndicated radio show featuring comics. It is a daily one minute spot used once. We tape here at the Melrose club, edit in a studio, and ship to, DIR (the syndicator). The pay is \$100.00 per minute (which is above AFTRA scale).

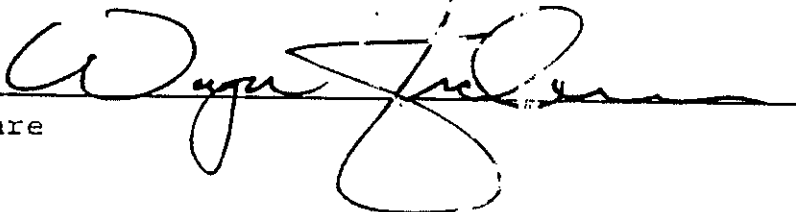
We would like to use your talents for the show. Please sign and return this letter to either myself or Eric if you would like to participate.

Sincerely,



JoAnne Astrow
Producer

I have read and understand the above terms and would like to participate in LIVE AT THE IMPROV according to those terms.



Signature

WAYNE FEDERMAN

Name (printed)

BUDD FRIEDMAN

MARK LONOW



8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583
321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

Dear Radio Comic,

January 24, 1991

Once again thanks for your radio recordings. As you know, we have been airing the show for some time. It has continued on air so long in fact that we might now have some other good news.

A promotion company has approached us about using the radio recorded material for other uses, both promotional and retail. At first they would like to run tests to see if anyone is interested in one minute hunks that have already been played on the air. If the answer comes back yes, they would then like to use that same material in these situations.

As you know, when we began the radio show we asked for and received your permission to use this material for the radio show only. We are now asking your permission to use this very same material in these other situations.

If you grant us permission, to use your material, you will receive a fifteen per cent (15%) proportional allotment of the producers royalty fee.

There is no way, at this time, to estimate how much money that might be. There is also no way of estimating if this will work at all. We can guarantee that you will have to do no additional recording or work and we will use only the material that has already been recorded.

Since we have had such a mutually beneficial relationship in our original radio experiment I am thanking you in advance for your signature at the bottom of this letter. Your signature below will indicate your acceptance of these new money making propositions which will use your already recorded materials.

Jo Anne Astrow
Jo Anne Astrow
1/24/91
Date

Comic Signature

Print Name

(PS. Please return this signed letter to Eric Feigin.)

BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583

321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

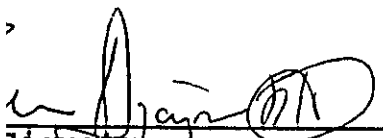
Radio Comic,

February 12, 1991

Thank you for your radio recordings. As you know, we have been airing the show for some time.

When we began the radio show we asked for and received your permission to use this material for the radio show only. We are now asking for your permission to use this very same material for a new cassette that will be given away as a premium or sold under the name "LIVE FROM THE IMPROV" or some other similar title.

You will receive a fifteen per cent (15%) proportional allotment of the producers royalty fee.



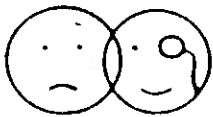
Signature

Jo Anne Astrow

Date

Name

Please return this signed letter to Eric Feigin.)



BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2587
321 Santa Monica Blvd./Santa Monica, California 90401/(310) 394-8664

Dear Comic,

November 1, 1993

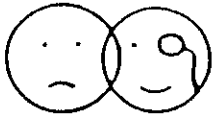
We know the enclosed check or checks are small royalties for the performances that we recorded. As always we are hoping for more.

We are giving the company more time to get the Comedy Label off the ground and will be sending you updates as they come in.

Also they are trying to sell the recordings for "Premiums" so if that works we all may make some additional money.

For further information please call me at 213-466-5170.


Jo Anne Astrow



BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-258
321 Santa Monica Blvd./Santa Monica, California 90401/(310) 394-866

Dear Susie,

November 17, 1993

It was lovely speaking with you yesterday. As we discussed, in the process of reviewing our records we discovered that one, one minute excerpt of a performance of yours was inadvertently recorded at the Melrose Improv and included for distribution on a test of our publicly sold records.

The test was part of a series called "Comedy After Hours" which contained approximately one hundred and twenty, one minute bits. Since this was only a test, it was issued for a limited time (February to May 1993) and printed in very small numbers (less than two thousand per volume).

Please sign and return this letter which will serve as your acknowledgment and acceptance of the fact that we did use your performance for this limited release.

Enclosed please find a royalty check representing your proportional share of 15% of the monies the Improv has received to date for these recordings. The proportional share is based on the number of comedians used on each record.

Thanks again for your understanding in this matter. If this has caused you any inconvenience please accept our apology.

Looking forward to seeing you soon.

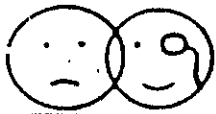
Sincerely,

JoAnne Astrow, Mark Lonow, Budd Friedman

I give my consent as indicated in this letter.

Susie Loucks

IMPROV FAX
713
651-0710



BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

226 1117

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583

Dear Comic,

November 1, 1993

We at the Improv would like to bring the following to your attention.

The relationship we began with Score Productions, a promotion and retail audio cassette and CD company is developing slowly. We would like your permission to continue persuing this relationship and recording your performance. When appropriate, as before, we will edit the performance into 60-90 second bits for use on theme cassette's and CD's. Your royalty payment will continue to be a proportional part of 15% of the Improvisation's fee for each bit used. So far that fee has been very small, but we are hoping this year will prove more successful for all concerned.

In addition a radio syndicator has proposed a comedy drop in show and is interested in obtaining 30 to 60 second bits.

The performance will be recorded at the Improv and will be used on a non-exclusive basis. Non-exclusive means that we are not buying your material outright, just paying you to use it whenever possible.

Your signature on this release will signify your acceptance of this on going offer. In addition, your verbal permission to this agreement will help us get started immediately.

Sincerely,

JoAnne
JoAnne Astrow (213) 466-5170

Signature Nick DiPaolo Date

P.S. Even if you have signed and or given us verbal permission before we need your signature again.



IMPROVISATION

BUDD FRIEDMAN

MARK LONOW

8162 Melrose Ave./Los Angeles, CA 90046

321 Santa Monica Blvd./Santa Monica, CA 90401

IMPROVISATION WEST

8162 MELROSE AVENUE

LOS ANGELES, CALIFORNIA 90046



To: Ian Imrich
From: Wm. Grimes

News Editor
New York Times
229 West 43rd Street
New York, NY 10036

August 6, 1993

Dear News Editor:

I am writing to you with a sense of urgency and in some fear of losing my livelihood. I am a comedian who has worked professionally for 12 years. Recently I heard that there were audio tapes made from live performances and distributed without the permission of those taped. After checking around a bit, I discovered that owners Budd Friedman and Mark Lanow of the Improv taped many comics, without our knowledge, and the Improv was paid 6 figures for the masters which have been copied and sold through mail orders, truck stops and specialty stores.

When I approached Budd Friedman and Mark Lanow I was told that I would "never work" on the comedy circuit and I would be blacklisted from all comedy shows if I made a stink of this. Since they control 15 clubs nationwide, that is a threat with some bite.

Recently, I spoke with another comic on the tape, Robert Schimmel, who was similarly upset and had a similar threat made to him. He has spoken with an attorney because all of his bookings have been cancelled. His attorney is Ian J. Imrich of Fidler, Bell, Orrock & Watase, 333 No. Glendoaks Blvd, #400, Burbank, 818-572-9918.

Performing work is hard to get and the fear of not being able to work is very strong. Comics are not paid a lot of money but I worked hard to gather my own material, and seeing wealthy owners profit from the work of struggling comics, like myself, without obtaining permission or a release is truly criminal.

Is there any way you could assign a reporter to this story for an investigation? I am enclosing a list of comics who appear on the tape(s) with a contact number for them. Some don't even know about this but those that do know could confirm what I am writing about: that we were secretly recorded by the Improv, that no knowledge of this taping was exchanged nor permission given, and that the tapes are being marketed throughout the United States (and who knows where else) without any payments to the comics.

I am hoping that a paper of your influence and readership can do some justice to this unfortunate and unseemly theft. I am enclosing one of the tapes (there are something like 30 in existence) and must beg you to receive this information without my name. A small effort at investigation will prove to you that I am writing truthfully but I am unable at this time to be at the forefront of breaking the story since I have such a dependency on the small amount of work I can gather. Although I was born after the blacklist of the 1950's, I now feel what they went through.

God Bless You,
A Comic

P.S. I couldn't afford many tapes so the only tape I have is going to the News Editor.

CC: Living Arts Editor
encl.

*Frank Cage
encl*

*103 letters
in NY*

Paul Bergin

*765-7670
Betsy*

Drake Bather
213 935-3207

Carol Sinkind
310 392-6427

Larry Willmore
213 964-9530

Carol Leifer
213 656-5304

Wendy Liebman
310 657-3123

John Caponera
213 656-2214

Don Inerra
213 650-7999

John Mendoza
818 777-7358

Marty Pollo
213 651-2223

Pam Matteson
818 787-6417

Chris Raine
213 664-6837

Binbad
213 878-2544

John Witherspon
313 905-1191

Tom Dressen
818 789-3390

Monty Hoffman
213 957-2362

Richard Belzer
310 652-9650

Dianne Ford
310 457-3182

Chance Langton
617 749-6779

Kevin Pollack
310 278-8877

Bill Maher
310 476-1183

Maureen Murphy
213 931-8970

The Living Arts

The New York Times

Comedians Say Improv Taped Without Consent

By WILLIAM GRIMES

When 120 stand-up comedians are gathered together, there should be nonstop laughter. But two whose work appears on 12 audiocassettes bearing the name of the Improv comedy club are not smiling.

Robert Schimmel and Carol Siskind say their stand-up work at the Improv on Melrose Avenue in Los Angeles, the flagship of a chain of 15 comedy clubs, was taped without their knowledge or consent and then sold to Score Productions, an Atlanta company, which packaged the material in two series of six tapes each, "Live From the Improv" and "Comedy After Hours."

The two comics, who appear frequently on cable-television comedy shows, are represented by Ian J. Imrich, a lawyer in Burbank, Calif. On Thursday Mr. Imrich filed a lawsuit in Federal District Court in Los Angeles seeking at least \$1 million for each of his clients in compensatory and punitive damages for copyright infringement, fraud and violation of the right of publicity, which protects the use of a person's name, voice or likeness. The suit names as defendants Mark Lonow, a co-owner of the Improv with Budd Friedman, and Mr. Lonow's wife, JoAnne Astrow.

Mr. Lonow called the allegations "unfounded" and referred questions to his lawyer, Edward Blau.

Mr. Blau said: "To the best of my information, any artists used gave consent, and if they objected, they were taken off the tapes. They were all sent checks for their proportionate amount of any royalties that came in, and cashed them."

Mr. Blau said he had not actually seen any signed consent forms. Mr. Schimmel said the only money he has received is a check for \$48.50 that was sent after he complained to the club. He said he had not cashed it and did not intend to.

A Gas Station Surprise

Mr. Schimmel said he first became aware of the tapes in December when he stopped at a gas station convenience store while driving home to Tempe, Ariz., from a family visit in Las Vegas, Nev.

"There was a big display rack of tapes, and right underneath a Rodney Dangerfield title I noticed 'Comedy After Hours, Vol. 3,'" he said in a telephone interview from his home. "I said, 'Wow, I wonder who's on that?' I flip it over and there I am."

Eric Gold, Mr. Schimmel's manager, said he called the owners of the Improv and was assured that his client's material did not appear on any other tape. He said he later found out that more than 30 minutes of Mr. Schimmel's material appears on six tapes, taken from a one-hour special he performed at the Melrose Avenue club in March 1992.

"I never thought they were doing that at the Improv, and I would never go on if I thought they were," said Mr. Schimmel, referring to the taping.

Seinfeld's Work Removed

Each tape presents short bits by perhaps 25 comics, some well known, others not. The first edition of the tapes included several bits by the

comedian and television actor Jerry Seinfeld, whose managers called Score Productions and requested that his material be removed. Score complied with the request.

Several other comedians also said that although they had given permission for selected bits to be used as promotional spots on radio, the material on the tapes had been used without their knowledge or permission.

"I was among those who thought they were being taped for radio clips," said Ms. Siskind, who has appeared often at the Improv over the last 13 years. She said she was "horrificed" to discover the material on cassette.

"To me it's just pure arrogance," she said. "The fact is, we need them and they need us, but they don't understand that equation. They think we're all dispensable, and that they are such an institution that who would challenge them?"

"This isn't like going against Uncle Chucko's Comedy Hut," Mr. Schim-

Two performers file copyright suits against a comedy nightclub.

mel said. "This is the Improv. It's like taking on Warner Brothers."

Robert A. May, the president of Score Productions, said he had been assured by the owners of the Improv that the club had obtained the permission of all comics used on the tapes and that he had seen some consent forms, although he also said, during a telephone interview, "I don't know how the consent was gotten or in what form." He said Score had about 100 hours of material by 250 comedians and planned to release other anthology series.

'Nothing Wrong Going On'

So far, Mr. May said, 17,000 tapes had been sold, and that the project was probably a net loss at this point. He declined to say how much Score Productions had paid for the rights to the Improv material. He also said it was absurd to think that the Improv, which had a long tradition of supporting and nurturing comics, would do anything to harm performers with whom it had enjoyed a close, almost familial relationship.

"There's nothing wrong going on," he said. "If anything, we have a high degree of intention to promote artists who are not being promoted by other means."

Allan Havey, another comedian on the tapes, said he had not given consent for his work to be used, but preferred to pursue a route of quiet diplomacy through his manager. "You can file suit," he said, "but then where are you going to work?"

"I've known Mark and Budd for a long time," he said, "and I'm sure some checks will be on the way. If not, well, I'll have to get Schimmel to represent me," he said, laughing.

2 Comics Sue Improv, Allege Illegal Use of Material

By MONICA YANT
TIMES STAFF WRITER

Comics Robert Shimmel and Carol Siskind filed a \$2.5-million lawsuit Thursday alleging that management at The Improv comedy club in Los Angeles recorded and distributed their material illegally.

At the center of the lawsuit, filed in federal court, are two sets of six cassette recordings, "Live From the Improv: The Comedy Club Series" and the adult-rated "Comedy After Hours," distributed by The Improv and Atlanta-based Score Productions for sale nationally at gas stations and truck stops.

Shimmel and Siskind charge that their stand-up material—along with jokes from Jerry Seinfeld, Richard Belzer, Sinbad and more than 100 others—was taped and distributed without their consent.

The suit, in which each comic seeks \$1.25 million in copyright infringement and punitive damages, targets the Melrose Avenue club, co-owner Mark Lonow and his wife, Joanne Astrow, as well as the production and distribution companies. It does not charge longtime Improv owner Budd

Friedman with any wrongdoing.

"We don't have any direct evidence yet that Budd Friedman authorized these recordings," explained the comics' attorney Ian Imrich.

Lonow and Astrow would not comment. Speaking for them, Edward Blau, attorney for The Improv and Score Productions, called the suit "a personal vendetta" and "much ado about nothing," claiming that less than 20,000 cassettes were sold.

Representatives from Southeastern Tape Distributors in Duluth, Ga., also named in the suit, could not confirm the total sales of The Improv series, saying only that the "After Hours" tape (which they said had been "selling well" at \$4.99 nationwide) was pulled from distribution Thursday, and that the "Live" cassette was discontinued more than a year ago.

"All these people have been a part of The Improv family for years. They have all either verbally or in writing agreed to these tapes. . . . Nobody's been taken advantage of," Blau maintained.

Calls to other comics included the tapes found that some recalled

allowing their material to be used for radio promotions, but none knew they were being recorded for cassette sales, and none received royalties from the venture.

"It was nothing I was ever involved in," said Larry Willmore, "If it was done, then it didn't have my consent."

"I am not aware of being on the tape or signing anything for it. I didn't get any money for anything," said Drake Sather, who has since stopped doing stand-up.

But at least one comic believes the lawsuit might not be the best way to settle the grievances.

"I think it's a little bit too much punishment for the crime committed," said Don Herrera from Newark, N.J. "It might have been wrong, and it might have been sloppy on their part, but I don't think it deserves a million-dollar lawsuit."

More than a half-hour of Shimmel's often racy material is included throughout the "Comedy After Hours" series, while just one of Siskind's routines appears on the tapes. Both comics feel that the principle involved is worth the fight.

"If I went to Universal Amphitheater and recorded Frank Sinatra or Sting and released it, I'd be arrested," said Shimmel from the set of "Blankman," a Damon Wayans film he's appearing in.

Siskind, a 13-year veteran at The Improv, said the news of the recordings hit her hard. "This is my home club, this is where I started—it's like family," she said from Baltimore. "You forgive certain things, but this really got to me."

"There's no way that I would have given my consent to have them sell [my] material. There's nothing in it for me."

Both comics say that they know of colleagues who are equally angered at the recordings, but fear the repercussions of taking legal action. Indeed, one comic who wished to remain anonymous, alleged that talk of the matter to Improv management resulted in the threat of being blacklisted from the chain's 15 clubs nationwide.

"You have to keep in mind, that in the public's mind, The Improv is comedy. There are other clubs, but they don't have the power or the clout in the business that The Improv does," said Imrich.

Comics claim Improv tapes on wrong track

BY DANIEL COX

A bootleg series of illegal tapes of latenight laughs allegedly made by the management at The Improv has got a fistful of comics hopping mad and they say it's no joke.

Comedians Bob Shimmel, Carol Siskind and Dom Irrera have hired attorney Ian Imrich to look into the possibility that The Improv illegally taped dozens of comics — including Jerry Seinfeld, Richard Belzer, Paul Provenza and Sinbad — performing at the Los Angeles-based venue and sold the tapes to an Atlanta distribution company.

Imrich said Monday he was ready to file suit against the well-known laugh emporium this week on charges of copyright infringement and fraud, seeking more than \$1.2 million in damages.

Imrich said the charges would be filed against co-owner Mark Lonow, his wife Joanne Astrow and The Improv, but that longtime owner Budd Friedman would not be named individually in the suit.

"I don't think he (Friedman) knew what was going on," Imrich said. Shimmel and Siskind allege that Lonow and Astrow made two

Turn to page 69

PHILIPS MEDIA POSITIONS ITSELF FOR TECH MARKET

BY ADAM SANDLER

Philips Media, the umbrella moniker for Philips Electronics' media and software group, has restructured operations to position itself globally for emerging technologies.

Move enables response

of Philips Interactive Media America and its worldwide counterparts into one corporate title, Philips Media Electronic Publishing. Philips Interactive was responsible for developing interactive technologies such as the much anticipated CD-I format.

Fully supported division

The restructuring will also in-

ID CRIS

Increasingly co

BY KATHLEEN O'STEEN

Behind all the recent Heidi Fl. headlines is one basic reality: Hollywood has gone corporate like the rest of America, but it has not made the transition easily.

Executives like Disney's Michael Eisner and Fox's Peter Chen, who wear business suits and come home to their families at night, have made Hollywood a more sober place — at least in the corner offices.

But it's still a town where unmarried 25-year-olds earn \$1 million a year. They aren't likely to rent video and go home on Friday night.

"The studios are caught up in a series of contradictions on this issue," one top-ranking studio executive said. "On the one hand, all know we work for huge corporations that have their own codes and standards of behavior. On the other hand, we live in a world of private jets and fabulous homes and suites, a world where studios only pay stars and directors millions of dollars to do a picture, then give them a Mercedes as a reward for doing their job."

Some peg Hollywood's new conservative face to simple evolution: Today's sober industry leaders survived the coke-crazed '70s. Others cite the scourge of Al

Pic proces

My Summer Love.”

Bob Blair

ROUGH, Ga. (AP) — 38, newsreel photographer for Movietone News during World War II, died Aug. 10. Cause of death was unre-

war, Blair was hired by several news events for such as the “Today” show and the Huntley-Brinkley Re-

by his wife, Anna, a daughter and four grand-

Harry Bellaver

NEW YORK (AP) — Harry Bellaver, TV and stage actor who played Sgt. Arcaro on the series “Naked City,” died of pneumonia.

1906 to 1969, Bellaver played the role of the soap opera character “The Lone Star” on the soap opera “The Lone Star”.

He appeared in the movies “The Day After Tomorrow” and “The Day After Tomorrow.” His Broadway credits include “Chief Sitting Bull,” “Get Your Gun” and the “That Championship

30s, as a member of the Actors’ Guild in New York City, and the Actors’ Equity.

Yasuo Ishihara

WOOD, N.J. (AP) — Yasuo Ishihara, 58, president and chief executive of the home-computer company Aiwa America Inc., died Aug. 8. The cause of death was unreported.

Ishihara, who joined Aiwa as president and chief executive in 1978, also was named a director of the company, Aiwa Co. Ltd.,

When he joined Aiwa, he spent 31 years at Sony Corp.

in an era that is looking to the excesses of the 1980s, but also in a time

that would become bestsellers?”

COMICS ANGRY AT IMPROV OVER CLUB'S TAPING OF ACTS

Continued from page 3

sets of six tapes — titled “Comedy after Hours” and “Live from the Improv” — and sold them to the Atlanta-based Southeastern Tape Distributors and Score Prods.

Improv attorney Edward Blau, who also represents Score, said that all the comedians involved consented, either verbally or in writing. Those that didn't were taken off the tape, he said.

“The Improv has made an attempt to send checks to the comedians who were on the tape,” he said. “Some of them were cashed. Some went to the wrong addresses. Every attempt has been made to let these people know.”

Shimmel, who is heard on the tapes for 32 minutes, maintains that he never signed a release. “I was very upset because there was no way I gave permission to be on there,” he said. “Not only did I not sign, nobody told me they were recording me.”

Blau said that all comedians involved retained full ownership of their material, which would not be the case if it were a major label release.

Shimmel, who has a rider in his contract that prevents him from being taped without his knowledge or consent, said he discovered the tapes accidentally at a gas station in Scottsdale, Ariz.

He said initially Lonow and Astrow told him that a cleaning woman had thrown out the releases and that if he had not signed one, it was merely an oversight.

Astrow later called Shimmel and said she had made a mistake and

that a check was on its way. Shimmel said he received a check for \$48.50, which he did not cash, refusing it as payment for the work.

Shimmel said he offered to accept performance dates at the Improv in lieu of payment, but was refused by Lonow and Astrow.

Blau said the tapes had only sold some 18,000 copies. “It's much ado about nothing.”

Bob May, a spokesman for Score Prods., confirmed that his company distributed the tape. He too said only a “very small” number of tapes had been sold. And he said he understood the Improv had obtained releases from more than 200 comedians.

Shimmel said that some comedians had agreed to be taped for a one-time radio show but did not consent to a tape for distribution.

The tapes have got the comedy world buzzing, but few comedians want to be associated with the potential lawsuit for fear of recrimination. Imrich said at least a half dozen other comedians had approached him about joining the suit, but were waiting for the reaction after the filing.

One comic, who was on the tape but did not want to reveal his name, said he approached Friedman and Lonow about the recordings and was threatened with a blacklist.

Shimmel said he has not worked at any Improv clubs since he came forward.

Shimmel added that comedians should have the same kind of protection that the music industry provides its recording stars.

Andy Marx contributed to this report.

ORIGINAL

SCORE PRODUCTIONS, INC.
3414 Peachtree Road, Suite 640
Atlanta, Georgia 30329
404-266-8990
Fax: 404-266-8990

MASTER RECORDING ACQUISITION CONTRACT

This agreement entered into this 27th day of July, 1990 by and between Score Productions, Inc., a Georgia Corporation, whose address is 640 Monarch Plaza, 3414 Peachtree Road, Atlanta, GA 30326, (hereinafter "Assignee") and Performers Workshop, Inc. a California Corporation, 6107 Mulholland Hwy., Los Angeles, CA 90068 (hereinafter referred to as "Assignor").

Whereas, Assignor is the owner of those certain various master tape recordings which embody the fixation of comedy routines by various Artists (a list of which is attached hereto as Exhibit "A" and incorporated by reference herein), and also performances of routines to be acquired in the future by Assignor, (hereinafter "the Masters"); and

Whereas, Assignee desires to obtain any and all personal property, copyright and/or all other intellectual property rights in and to the Masters, and all copyright rights in and to the performances of the Artists embodied in the Master under the terms, provisions and conditions of this contract;

IT IS THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agreed as follows:

1. Rights Assigned

Assignor hereby assigns, grants, conveys, and sets over onto Assignee its successors and/or assigns any and all right, title, and interest to the copyright rights in the performances embodied in the masters, and also conveys any and all personal, tangible property rights to the Master tapes themselves. Assignee agrees that it may not exploit, use and/or license, lease or allow other to utilize the Masters under the tradename and trademark LIVE AT THE IMPROV. It is understood and agreed that Assignor specifically reserves United States radio and television broadcast rights; provided, however, that the Masters and the performances therein may be utilized royalty-free in United States radio and television broadcasts where the broadcast is solely for advertising support of a promotion which features the Masters or THE IMPROV.

The parties acknowledge and agree that any and all new Masters produced by Assignor during the term(s) of this contract shall be added to and made a part of this contract, and the use of them governed hereby. Also, Assignor agrees to acquire all rights necessary via its talent agreements so that Assignee may utilize the Masters pursuant to this agreement without having to obtain any rights, licenses and/or permissions from the Artist or any other third party.

As to the existing works conveyed herein (per Exhibit "A") Assignor shall obtain such talent releases and/or other licenses, permissions and/or other rights so as to clear exploitation of the Masters in the manner contemplated by Assignee.

2. Warranty of Ownership and Originality

Assignor warrants and represents: that they own all of the copyright rights in and to the performances embodied on the Masters, and that they are the total and sole owners of the Masters themselves; that any and/or all rights to the Masters and the performances therein have not previously been transferred, pledged, assigned, conveyed, and/or licensed in any way; that no other artists, authors, producers, engineers and/or any other person or entity have any rights in and to said sound recordings and/or the Masters; that it has the right and power to enter into this agreement, and that this transaction is authorized by the respective parties. Further, Assignor warrants and represents that it has the right to make this agreement and grant the rights herein assigned to Assignee. Assignor warrants and represents that it has not sold, assigned, leased, licensed, or in any other way disposed of or encumbered the rights herein granted to Assignee, and Assignor acknowledges that it is assigning the world wide copyright rights in the sound recordings embodied in the Masters, subject to the limitations and reservation of rights noted in paragraph 1 above, and are granting the right to secure copyright throughout the entire world, along with all of its right, title, and interest, both legal and equitable therein, including but limited to the sole and exclusive world wide publication, mechanical, electrical reproduction, transcription, and motion picture rights, and the right of public performance by radio, television, and other means, and all other rights now known or hereafter to come into existence.

Assignor represents and warrants that the performances and the recordings do not violate or infringe on any other person or entity's copyright, and/or any other intellectual property rights.

Assignor shall hold harmless, indemnify, and defend (by counsel of Assignee's choice) in connection with any claims, liabilities, damages, costs, expenses incurred, including but not limited to attorney's fee, arising from any claim inconsistent with the warranties and/or representations made herein.

Assignor further warrants and represents that there are no other performers, studio musicians, engineers, producers and/or any other parties which have any right into the master and/or the musical performance embodied therein and that there is no obligation to obtain any other person or parties permission to make this assignment, and that there is no obligation to pay any compensation to any other party in connection with this acquisition of rights by Assignee.

3. Compensation/Delivery of Master Recordings

Upon execution of this contract, Assignee shall pay to Assignor fifteen thousand dollars (\$15,000.00) of which five thousand dollars (\$5,000.00) shall be a producer's advance cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, as a non-refundable, recoupable advance against royalties due hereunder.

As to projects developed by Assignee, Assignee agrees to pay Assignor as a Master Recording Use Royalty twenty percent (20%) of a pro rata share, determined by the percentage represented by the Masters in the entire program, of the gross monies actually received by Assignee. (For example, if the Masters represent 15 minutes of a 30 minute tape, then Assignor would be paid 20% of 50% of the gross revenues derived by Assignee from the profit.) As to projects developed by third parties and funds received therefrom in connection with licensing, selling, or leasing of the Masters to third parties, Assignee shall pay Assignor 50% of gross revenues actually received for such third party projects.

Assignor agrees and acknowledges that it is solely and totally responsible for paying any and/or all fees due Artists for utilization of the Masters.

Any Use Royalties shall be paid within sixty (60) days of receipt of funds by Assignee for any use of the Master. The term of this contract is for one year from the date of execution hereof, with four one-year renewal options for a total possible term of five years. Assignee has an exclusive and sole option to extend this agreement for said additional one year periods, provided, however, that in order to exercise the option Assignee must:

1. Notify Assignor in writing within thirty (30) days of the end of each period, and
2. Pay an additional \$10,000.00 advance, per each renewal term, as a non-refundable, recoupable advance. Upon termination of this contract, all rights granted herein shall revert to Assignee, provided, however, that the rights shall be subject to any and/or all licenses, sales, leases and/or other uses of the master entered into prior to termination.

4. Payment

Unless directed in writing signed by the Assignor herein, all payment of sums due hereunder to the Assignor shall be by check payable to Assignor and sent to the Assignor's address referred to at the beginning of this agreement.

5. Venue/Governing Law/Severability/Captions

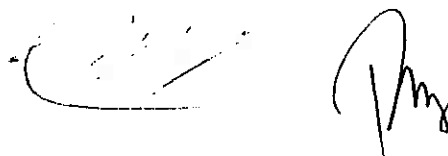
Sole and exclusive venue for any claim and/or action between the parties shall be in Fulton County, Georgia. This contract shall be construed, interpreted, and governed in all ways by the laws of the State of Tennessee as a contract executed and performed wholly therein. In the event any provisions of this contract shall be finally adjudged unenforceable and/or illegal, said invalid and/or unenforceable provision shall be stricken and the remaining terms and provisions given full force and effect. This contract may be amended only in writing, signed by all the parties hereto. This contract contains all of the agreements between the parties and all of the representations relied upon in entering this contract. This agreement supersedes, voids, and vacates any prior or contemporaneous written or oral agreements of the parties concerning the subject matter hereof. Captions contained herein are for convenience only and have no legal effect.

6. Definitions

As used herein, the term "Master Use License" is defined as any usage of the Master Recording and the sound performance incorporated therein by a third party, for which said third party actually pays funds to Assignee for the privilege and/or right to utilize the Master and/or the sound recording embodied therein.

7. Miscellaneous

The parties agree that this assignment, or a short-form thereof, shall be recorded in the United States Copyright Office upon execution of the contract.



8. Arbitration Clause

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, (with full discovery available), and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Sole and exclusive venue for any arbitration hereunder shall be in Fulton County, Georgia.

This contract executed in duplicate originals this 31 day of JULY, 1990.

Assignor
Performers Workshop, Inc.

Assignee
Score Productions, Inc.

By: [Signature]
Title: Pres.

By: [Signature]
Robert A. May, President

STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, MARK M. LONOW, of Performers Workshop, Inc., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the same of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 31 day of July, 1990.

[Signature]
Notary Public

My Commission Expires: March 22-99



STATE OF Georgia)
COUNTY OF Fulton)

Personally appeared before me, Robert A. May President of Score Productions, Inc., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument of behalf of the maker.

Witness my hand, at office, this 30th day of July, 1990.

[Signature]
Notary Public

My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires April 15, 1994

EXHIBIT "A"

MASTER RECORDING CONVEYED

	<u>TITLE</u>	<u>ARTIST</u>	<u>U.S. COPYRIGHT REG.#</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

TO BE SUPPLIED BY LARRY HARRIS

ORIGINAL

**MASTER RECORDINGS ACQUISITION CONTRACT
AND MERCHANDISING LICENSE AGREEMENT CONTRACT AMENDMENTS**

This agreement entered into this 9th day of May 1991 by and between Score Productions, Inc., a Georgia Corporation, whose address is 640 Monarch Plaza, 3414 Peachtree Road, Atlanta, GA 3032 (hereinafter "Score") and Performer's Workshop, Inc., a California Corporation, whose address is 6107 Mulholland Highway, Los Angeles, ca 90068 (hereinafter referred to as "Performer's Workshop") and Improv West Associates, a California Corporation with office at 8162 Melrose Avenue, Los Angeles, CA 90046 (hereinafter "Improv").

Whereas, Score and Performer's Workshop entered into that certain Master Recording Acquisition Contract dated July 27, 1990, wherein Score acquired property rights in and to certain Master Recordings and the performances embodied therein as listed in Exhibit "A" to said contract, and

Whereas, Score and Improv entered into that certain Merchandising License Agreement dated January 17, 1991, wherein Score is the Licensee of certain properties and trademarks, more specifically set forth in Exhibits "A" and "B" to said Merchandising License Agreement (both contracts hereinafter collectively referred to as "the contracts"), and

Whereas, in both of the contracts Score is to pay certain royalties to the respective Assignor/Licensor, and

Whereas, all three parties desire to amend the respective contracts in regard to royalty provisions so as to have royalties payable jointly to the Assignor, Performer's Workshop, and to the Licensor, Improv, as it is contemplated that the Master Recordings will be exploited in conjunction with the properties and trademarks under the Merchandising License Agreement, and

Whereas, the parties wish to make the royalties payable jointly to Improv and Performer's Workshop according to the terms and conditions of this contract amendment, .

IT IS THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed as follows:

1. Any and all advance royalties paid to Improv and Performer's Workshop upon execution of both of the contracts (being a total of \$30,000.00) are hereby treated as a non-refundable, recoupable advance against royalties due hereunder, and the division of same between Improv and Performer's Workshop shall solely be between those two parties. Score is entitled to rely upon any sums previously delivered, and Score shall be held harmless, indemnified, and defended (by counsel of Score's choice) by Improv and Performer's Workshop from any claim, loss, cost, expense, liability, and/or damage based upon division of any advanced or future royalties between Improv and Performer's Workshop.
2. In regard to the Master Recording Acquisition Contract, on page two, under heading 3. Compensation/Revenue of Master Recordings, the second paragraph therein is deleted in its entirety, and all references in the contract as to time tables for payments, and the amount of royalties due, are hereby replaced and amended to read according to the terms, conditions, and provisions, set forth in sections three and four below. Additionally, on pages 2 and 3 of the Merchandising License Agreement, provisions 3. Royalty Provisions and 4. Statements and Payments, and the sub-provisions therein, are hereby amended to read as below, so that all continuing royalties due and payable under both of the contracts shall be as provided below.

3. Royalty Provision.

(a) In regard to projects developed by Score utilizing the licensed Master Recordings set forth in Exhibit "A" of the Master Recording Acquisition Contract, and used in conjunction with the trademarks and properties listed in Exhibit "A" of the Merchandising License Agreement, Score agrees to pay Improv and Performer's Workshop a total royalty equal to twenty eight percent (28%) of the gross receipts for products delivered and/or services rendered. As used herein "gross receipts" is defined as gross funds actually received by Score for such products and services. Said royalty is to be paid by Score to the parties only upon Score's actual receipt of funds, and according to Section 4. Statements and Payments below.

(b) In regard to projects developed by Score utilizing only the Master Recordings, not coupled with any of the trademarks or properties contained in the Merchandising Licensing Agreement Exhibit "B", Score shall pay a royalty equal to twenty four percent (24%) of pro-rata gross receipts.

(c) No royalties shall be paid until all advance royalties paid under either of the two contracts have been recouped by Score. Score is entitled to make the royalty payment check payable to both parties, and mail it to either Improv or Performer's Workshop. It is solely between Improv and Performer's Workshop to divide any royalty payments hereunder.

(d) No royalties shall be paid on returns of merchandise and Score has the right to establish a reasonable reserve of royalties to allow for returns.

(e) As to projects developed by Score, Score agrees to pay the appropriate twenty four percent (24%) or twenty eight percent (28%) royalties as a prorata share of the gross receipts actually received by Score for the project, determined by the percentage represented by the Master Recordings utilized in the entire program. (For example, if the Masters represent fifteen minutes of a thirty minute tape which utilizes one of the licensed trademarks, then Improv and Performer's Workshop would be paid twenty eight percent (28%) of fifty percent (50%) of the gross revenues derived by Score from the project.) As to projects developed by third parties and funds received therefrom in connection with licensing, selling, or leasing of the Masters to third parties Score shall pay fifty percent (50%) of gross revenues actually received for any such third party project.

(f) Score's obligation to pay either 24% or 28% as royalties is conditioned upon the existence and renewal of the Merchandising License Agreement with Improv. In the event that the license is terminated, and/or cancelled for any reason, Score shall pay to Performer's Workshop only twenty percent (20%) of the gross receipts.

4. Statements and Payments

(a) Score shall render to Improv and Performer's Workshop quarterly statements, and payment therefor, of all royalties payable hereunder, within forty five (45) days after March 31, June 30, September 30, and December 31, for each quarter for which any such royalties accrue pursuant to the terms hereof. The first royalty statement and payment (if any) due hereunder shall be issued within forty five (45) days of the end of the first full calendar month and shall cover any partial quarter that precedes the first full calendar quarter.

(b) Improv and Performer's Workshop must object to any statement furnished or royalties paid within six (6) months of the statement date. If no objection is made, the statement shall be deemed accepted and shall be non-contestable in any event by Performer's Workshop and/or Improv, and their respective successors and/or assigns, and in the event that any inconsistencies or mistakes are discovered, they shall be immediately rectified.

(c) All payments made hereunder shall be in United States currency drawn on a United States bank.

5. Term Of Licenses, Renewals

The term of the license granted under the subject Merchandising License Agreement, and the term of the Master Recording Acquisition Contract and grant of the rights thereunder shall be uniform, and shall be deemed to commence and be effective as of December 31, 1990 ("the effective date") and shall run for a "first term" of twelve (12) months thereafter, unless terminated sooner pursuant to a provision of this agreement. Furthermore, the term shall include four (4) one (1) year renewal options for a total possible term of five (5) years. Score has the exclusive and sole option to extend this agreement for said one (1) year additional periods, provided, however that in order to exercise the option, Score must: (a) Notify Licensors in writing within 30 days prior to the end of each period (the uniform end of each period shall be the 31st day of December of each year, and (b) Pay additional nonrefundable, recoupable advance money per each renewal term as follows:

- Renewal Year One - \$20,000.00
- Renewal Year Two - \$22,500.00
- Renewal Year Three - \$25,000.00
- Renewal Year Four - \$27,500.00

Division of such advance royalties between Improv and Performer's Workshop shall solely be between those two parties. Score shall be held harmless, indemnified, and defended (by Counsel of Score's choice) by Improv and Performer's Workshop from any and/or all claims, losses, costs, expenses, liabilities, and/or damages based upon division of any advance or future royalties between Improv and Performers Workshop.

6. The remaining terms and conditions of the respective contracts are hereby ratified and affirmed by all parties thereto, and are incorporated by reference herein and will be given full force and effect.

This contract amendment entered into and effective upon signatures of all parties thereto in triplicate originals this 9th day of May, 1991.

Score Productions, Inc.

Robert A. May
By: Robert A. May, President

Performer's Workshop, Inc.

By: Mark L. Brown
Title: President

Improv West Associates

By: Paul F. Friedman
Title: CEO

STATE OF Georgia
COUNTY OF DeKalb

Personally appeared before me, Robert May, of Score Productions, Inc., with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 9th day of May, 1991.

Amy F. Davis
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires April 15, 1994

My Commission Expires: _____

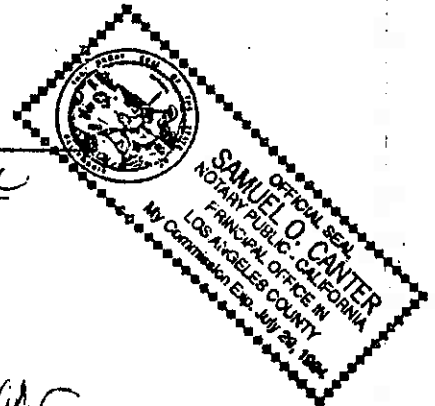
STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, Mark [unclear], of Performer's Workshop, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 14th day of May, 1991.

Samuel O. Canter
Notary Public

My Commission Expires: July 29, 1994



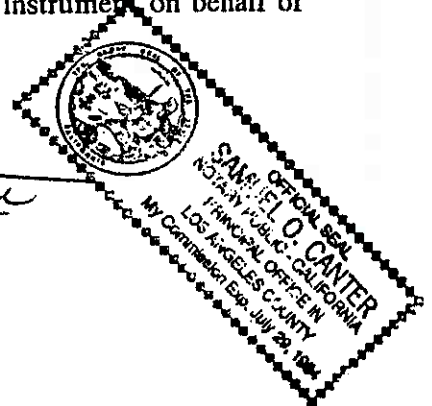
STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, Benjamin [unclear], of Improv West Associates, Inc., with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 14th day of May, 1991.

Samuel O. Canter
Notary Public

My Commission Expires: July 29, 1994



MERCHANDISING LICENSE AGREEMENT

ORIGINAL

THIS AGREEMENT is made on May 8, 1991, by and between the Improv West Associates, a California corporation, with offices at 8162 Melrose Avenue, Los Angeles, California 90046 (hereinafter "Improv" or "Licensor", and Score Productions, Inc., a Georgia corporation, with offices at 3414 Peachtree Road, 640 Monarch Plaza, Atlanta, Georgia 30326 (hereinafter "Score" or "Licensee").

WHEREAS, the Improv owns certain rights in the property described and/or illustrated in Exhibit A (the "Property") including, but not limited to, the Trademark(s) and/or Servicemark(s) listed in Exhibit B (the "Trademarks");

WHEREAS, Score desires to use the Property and/or the Trademarks on or in connection with the products identified in Exhibit C (the "Licensed Products") and in the countries identified in Exhibit D (the "Licensed Territory"); and

WHEREAS, Improv is willing to grant Score the right to use the Property and/or the Trademarks on such Licensed Products.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, it is hereby agreed as follows:

1. Ownership Rights

Improv warrants and represents that it has such rights to enter into this license as to fulfill the intents of this Agreement and, with the exception of the rights being licensed hereunder, all other rights relating thereto are expressly reserved by Improv. Improv warrants and represents that the Property and/or Trademarks do not infringe on any person or entity's copyright, trademark, rights of publicity and/or rights of privacy.

2. License Grant

Improv hereby grants to Score, its successors, assigns, and/or sublicenses, an exclusive, transferable, assignable license, with the right to grant sublicenses, to use the Property and/or the Trademarks, and the goodwill associated therewith on or in connection with the manufacture, sale, offering for sale, advertising, promotion, and distribution of the Licensed Products and within the Licensed Territory, and to affix the Trademarks on or to packaging, advertising, and promotional materials sold, used, or distributed in connection with the Licensed Products (the "Promotional and Packaging Material"). During the term of this agreement, Improv shall not itself cause and/or grant to any third parties any such rights as are licensed herein to Score with respect to the licensed products set forth in Exhibit C. In the event of a breach of this covenant of exclusivity by Improv, Score shall not be required to pay any further royalties to Improv.

RAM

2. License Grant (Cont.)

This Agreement shall commence and be effective upon execution of this Agreement by both parties (the "Effective Date") and shall run for a "first term" of twelve (12) months thereafter, unless terminated sooner pursuant to a provision of this Agreement. Furthermore, the term of this Agreement shall include four one-year renewal options for a total possible term of five (5) years. Assignee has an exclusive and solo option to extend this Agreement for said additional one-year periods, provided, however, that in order to exercise the option Assignee must:

(a) Notify Assignor in writing within thirty (30) days of the end of each period, and

(b) Pay an additional \$10,000.00 advance, per each renewal term, as a non-refundable, recoupable advance. Upon termination of this contract, all rights granted herein shall revert to Assignor, provided however, that the rights shall be subject to any and/or all products, licenses, sales, services entered into prior to termination.

3. Royalty Provisions

(a) Score agrees to pay Improv a Royalty equal to eight percent (8%) of gross receipts for products delivered and/or services rendered (more particularly described in Exhibit C) which bear or represent the Improv Trademarks. As used herein "gross receipts" is defined as gross funds actually received by Score for those products and services. Said Royalty is to be paid by Score to Improv only upon Score's actual receipt of funds.

(b) Score agrees to pay Improv a Guaranteed Advance against Royalties in the amount of Fifteen Thousand United States Dollars (\$15,000.00), payable upon execution of this Agreement as a non-refundable, recoupable Advance against Royalties ("Advance").

(c) No royalty shall be paid on returns of merchandise and Score has the right to establish a reasonable reserve from royalties to allow for returns.

4. Statements and Payments

(a) Licensee shall render to Licensor quarterly statements, and payment therefor, of all royalties payable hereunder, within forty five (45) days after March 31, June 30, September 30, and December 31, for each quarter for which any such royalties accrue pursuant to the terms hereof. The first royalty statement and payment (if any) due hereunder shall be issued within forty five (45) days of the end of the first full calendar quarter and shall cover any partial quarter that precedes the first full calendar quarter.

4. Statements and Payments (Cont.)

(b) Improv must object to any statement furnished or Royalty paid within six (6) months of the statement date. If no objection is made, the statement shall be deemed accepted and shall be noncontestable in any event by Improv its successors and/or assigns, and in the event that any inconsistencies or mistakes are discovered, they shall immediately be rectified.

(c) All payments made hereunder shall be in United States currency drawn on a United States bank.

5. Audit

Score shall keep accurate books of account at its principal place of business covering all transactions relating to this Agreement, and Improv and/or its duly authorized representative, at Improv's sole cost and expense, shall have the right at reasonable hours of the day and upon reasonable notice, to examine such books and all other documents and material in Score's possession or control with respect to this Agreement and to make copies and summaries thereof.

6. Quality, Notices, Approvals and Samples

(a) The quality and style of the Licensed Products, all Promotional and Packaging Material relating to the Licensed Products and all Services rendered shall be at least as high as the best quality of similar goods and services presently sold or distributed by Score in the Licensed Territory.

(b) All Promotional and Packaging Material and all Licensed Products on which the Property and/or the Trademarks are used shall contain the following legal notice(s):

Live From The Improv™ is used under license from Improv West Associates.

The materials and licensed products shall also bear appropriate notices of Score.

(c) Prior to the use of any Promotional and Packaging Material and/or the sale and distribution of the Licensed Products, Score shall submit at its own cost for Improv's review; one complete set of samples of all Licensed Products intended to be sold and distributed and one complete set of samples of all Licensed Products intended to be used.

6. Statements and Payments (Cont.)

(d) Upon commencement of distribution and sale of the Licensed Products, Score shall submit, at its own cost, an additional six (6) sets of the finished Products to Improv.

7. Artwork and Consents

(a) The form and content of all artwork relating to the Property and/or the Trademarks must be approved by Improv prior to use by Score. At no cost to Score, Improv will, at the request of Score, provide Score with whatever artwork Score requires relating to the Property.

(b) Any and all consents and/or approvals called for in this Agreement shall not be unreasonably withheld by Improv, and shall be rendered promptly upon request for their consideration by Score. Improv must approve or disapprove samples within seven days of receipt or Improv shall be deemed to have approved the samples.

8. Goodwill

(a) Score recognizes the values of the goodwill associated with the Property and/or Trademarks and acknowledges that the Property and/or the Trademarks have acquired secondary meaning. Score agrees, during the Term of this Agreement or thereafter, never to attack the rights of Improv in such Property and/or Trademarks or the validity of the License being granted herein, except in the event of breach of this contract by Improv.

(b) Score agrees that its use of the Property and/or the Trademarks inures to the benefit of Improv and that Score shall not acquire any rights in the Property and/or the Trademarks; provided, however, that any and/or all rights created by or on behalf of Score in recordings, original writings, songs and/or any other creative materials in connection with the property shall be the sole and exclusive property of Score. Improv acknowledges the ownership by Score of, and the validity of, all trademarks, copyrights, publicity rights, and/or all other such creative rights created and/or owned by Score.

9. Trademark and Copyright Protection and Infringements

Score agrees to assist in the enforcement of their rights in the Property and/or the Trademarks. With respect to any such claims and suits, plaintiff shall employ counsel of its own choice to direct the handling of the litigation and any settlement thereof. Score shall be entitled to fifty percent (50%) of all amounts awarded as damages, profits, or otherwise in connection with such suits regarding infringements of Trademarks, Properties, products and/or projects licensed to Score hereunder.

10. Indemnification

Score hereby agrees to defend, indemnify, and hold Improv harmless against any claims, demands, causes of action, and judgments arising out of Score's manufacture, sale, offering for sale, distribution, promotion, and/or advertising of Licensed Products under this Agreement. Improv hereby agrees to immediately defend (by counsel of Score's choice), indemnify, and hold Score harmless against any claims, demands, costs, expenses, causes of action, and/or judgments or liabilities based on breach of Improv's warranties and/or representations made in this Agreement including, but not limited to, any claim by any party based on copyright, trademark, servicemark, rights of publicity, and/or any other intellectual property infringement.

11. Exploitation By The License

Score shall commence manufacture, distribution, and sale of the Licensed Products in commercially reasonable quantities within three (3) months after the Effective Date of this Agreement and, thereafter, shall continue to attempt to distribute and sell all the Licensed Products in any of the countries in the Licensed Territory.

12. Premiums/Promotional and Seconds

(a) Score shall have the sole and exclusive right to itself exploit all premium promotions and/or to license third parties to utilize any of the Licensed Products in connection with premium, giveaway, or promotional arrangements. Additionally, SCORE shall serve as consultant to The Improv in regard to premiums/promotions linked to merchandise in other areas not covered by this Agreement.

(b) Score shall not sell, distribute or use, permit any third party to sell, distribute, or use any Licensed Products which are damaged, defective, seconds, or otherwise fail to meet the specifications and/or quality control of notice requirements of this Agreement.

(c) Score shall have the non-exclusive right to develop promotions (Services) which do not feature those Products listed in Exhibit C. Each such promotion must be submitted to the Improv in outline form and approved prior to Score's execution of an agreement with any proposed client.

13. Notices and Captions

All notices or payments to be sent to either party shall be in writing at the above addresses and sent by regular U.S. Mail, postage prepaid, or by Fax or telegram, charges prepaid. Any and/or all captions used in this Agreement are for convenience only and have no legal effect.

14. Relationship of the Parties

This agreement does not create a partnership or joint venture between the parties, and SCORE shall have no power to obligate or bind The Improv in any manner whatsoever.

15. Applicable Law, Disputes and Arbitration

This Agreement shall be governed in all ways by the laws of the State of Tennessee as a contract executed and performed wholly therein. Sole and exclusive venue for any and/or all claims arising hereunder shall be in Dekalb County, Georgia. This contract may only be amended in writing and signed by the parties hereto. This contract contains all of the representations relied upon in connection with the transaction, and constitutes the sole and total agreement of the parties. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association with full discovery available and judgment upon the award rendered by the arbitrator(s) shall be entered in any court.

16. Licensors Bankruptcy

In the event of Licensor's filing of a petition in bankruptcy, licensee may retain any rights licensed hereunder existing at the time the bankruptcy action was commenced, provide, however, that the Licensee:

- (a) must continue to make royalty payments due for the remaining term (and any extension thereof),
- (b) waives any right to setoff it may have with respect to applicable non-bankruptcy law; and
- (c) waives any claim for an administrative expenses pursuant to Section 365 (N) of the Code. Further, Licensee shall remain bound by the other terms and conditions of this contract. In the event of Licensor's bankruptcy, Licensee shall be entitled to the limited possession of original artwork prepared for this contract so as to carry out the terms and conditions hereof, and all royalties due hereunder shall be attributed to the copyrights licensed by Licensor.

17. Waiver

No waiver by either party of a breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

18. Severability

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

19. Integration

This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

By their execution below in duplicate original documents, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Licensee

SCORE PRODUCTIONS, INC.

By: Walt A. May

Title: President

Date: May 9, 1991

Licensor

IMPROV WEST ASSOCIATES

By: Bond Friedman

Title: Pres

Date: 5/11/91

improv.ag

Exhibit A

Description of the Property

1. Rights of publicity, copyright, trademark, and other intellectual property rights in and to Improv West Associates.

Handwritten signature or initials in the bottom right corner of the page.

Exhibit B

List of Trademarks

Improv™
The Improv™
The Improv Comedy Club™
The Improvisation™
The Improvisation Comedy Club™
Live From The Improv™
Live At The Improv™

A handwritten signature in the bottom right corner of the page, appearing to be the initials 'RM'.

Exhibit C

List of Licensed Products

Audio recordings, phono records, tapes, compact discs, digital audio tape, and any other form of audio software, whether now existing or developed during the term of this agreement.

The non-exclusive right to design, develop and produce upon the approval of Licensor, promotional campaigns which do not feature the Licensed Products.

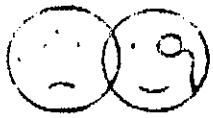


Exhibit D

Licensing Territory

The United States of America and the entire world.

A handwritten signature in black ink, appearing to be the initials 'AM' or similar, located in the bottom right corner of the page.



SUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583
321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

Mr. Robert May
c/o Score Productions
640 Monarch Plaza
3414 Peachtree Road
Atlanta Ga. 30326

January 28, 1993

Dear Bob,

It has been some time since we last poke. At that meeting you expressed to me your financial difficulties. Although I fully sympathize with your problems, I must now inform you that we can wait no longer for the payment that is due us.

I am sorry to inform you that my partners and I must move on to other possibilities and so our deal is over.

If you are able to surmount your financial problems and wish to work with us again we would be more than happy to do so. It would be at that point that we will have to discuss some alterations in the contract that has now ended.

Once again thank you for all your past work and maybe we can work together in the future.

Very truly yours,

Sudd Friedman

CORE

Monarch Plaza
4 Peachtree Rd
Atlanta, GA 30326
(404) 266-8990
(404) 266-8683

Atlanta
New York

February 22, 1993

Mr. Budd Friedman
Improvisation
8162 Melrose Avenue
Los Angeles, California 90046

Dear Budd:

I am writing in response to your letter of February 5 in which you detail some points about which we have recently had some concern, but about which I also think we have general agreement. In order to be specific, I think I will take them in the order in which you outlined them.

1. Approval of Art:

The proper promotion of the Improv line includes audio cassette and CD packaging as well as special merchandising items such as the cassette Twin Pack package (sample enclosed), sell sheets, print advertising and merchandising displays. I believe we have an approval from the Improv on every such element prior to its production at Score. If we have not, then it was as a result of error because it is very clearly our understanding that all uses of the Improv name must be approved. I am circulating a separate memorandum, a copy of which you will receive, to all the departments which will serve as a reminder of this and other points.

2. Use of Recordings:

Allow me to hereby confirm that each and every use of the catalog which use is not covered by our existing contract shall be described to you in detail and in writing. We shall not utilize any portion of the catalog for any such use without a signature from your office representing the approval. Let me add that I apologize that the airlines use created so many problems. You must know that that was not our intention. Please trust me that I never dreamt that a closed circuit broadcast such as the airline comedy channel would create such concern. It is a lesson for the future.

edman
1993

Recordings:

ive not, nor will we ever, utilize any of the recordings
o clearing the comedians with JoAnne. As I have
oned to you, the Improv After Hours programs have not
released and are, in fact, on hold, awaiting final
vals from JoAnne. The second point of number three
ises radio station usage of the products. It turns out
ie radio station that chooses to go to a retail store and
ise the product has every right to broadcast excerpts
the product. We will not authorize any use of the
v name in association with any such broadcast.
ormore we will not promote the broadcast of the
ct on radio. We are relying exclusively on point-of-
ase displays, print advertising and public relations to
ate consumer recognition of our line.

is and Agents:

s point, I have met only with George Shapiro which
ng was pre-approved by Mark and JoAnne. No one at
has any desire to speak with the comedians or their
entatives directly. I hereby make the commitment that
ll not initiate any such call or communication of any
In those rare circumstances where a comedian or an
may learn Score's name and contact us directly, we
nmediately advise your office prior to any response to
a contact.

ast issue is regarding the advance. In order to expedite
curate accounting of the cost of the Jerry Seinfeld
es, I have asked Amy Davis to take personal charge of
g those numbers to me. Amy knows the importance of
g this done immediately. I expect to be able to send
alance of 1993's advance by Wednesday of this week.

Mr. Budd Friedman
February 22, 1993
Page three

Additionally, having some sensitivity to the fact that the Jerry Seinfeld cost was a surprise to everyone at the Improvisation, I made the following suggestion to Larry Harris. Score will deduct the cash amount of the changes from the advance but will take credit only for one half of that cost. In other words, as soon as we recoup the whole advance, less one half of the cost of the changes, we will immediately begin to pay royalties on sales. In this way, Score will be sharing the cost of those changes with the Improvisation.

Let me take just a minute to explain why I think this eventuality has to be avoided. When we release a record, many elements come into play. The consumer has to know who's on the tape, even in the circumstance such as ours where we are not promoting the artist(s). Packaging is produced which includes the names of all of the talent and all of the bits. You know from experience with Score Productions that we do not skimp on packaging costs and all of our CD and cassette inserts are four-color process. The masters themselves require work, including the digital masters for CD's and the analog masters for audio cassette. All of these have to be recalled and re-mastered.

Upon the release of any product, we advise the information services which service record stores (such as Phonolog and Grammy Awards Guide) of the product number, product title and programming. As soon as a program changes, a new product number has to be established, and all the independent information services have to be advised that the product is changed. It is costly, not only in dollars, but in credibility.

As you know, we have never promoted Jerry Seinfeld's name as part of our product. Jerry Seinfeld has not been responsible for the sale of one piece of our product. It is therefore easy for me to say that I would rather do without all of the Jerry Seinfelds in exchange for the confidence that we have the absolute clearance on the programming we are using, at least for a couple of years. In order

Mr. Budd Friedman
February 22, 1993
Page four

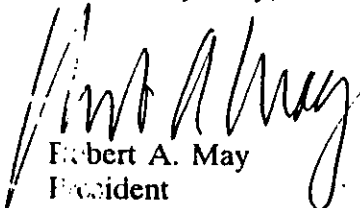
to help facilitate this, I am going to put a high priority on developing a new release form for JoAnne to use with the comedians. Any comedians not willing to sign the form won't be part of the Improv audio line.

Larry Harris has recently requested that I add an indemnification to our agreement. This is something I am very willing to do and will immediately address in a separate letter in order that we can attach it as an addendum to our existing contract.

I think this addresses all of the points of your February 5 letter. Let me know if you have any concerns regarding any of the points above. I know we have both been disappointed with the slow start of our audio distributor. I can only remind you that I have paid the whole price for that slow start with higher advances to you and less sales of the product. It is a relationship I will continue to monitor closely on behalf of both of us. I will not accept anything less than superior performance on their part.

Let's talk soon.

Yours very truly,



Robert A. May
President

RAM:ha
022293.4

cc: Amy Davis
R. Michael Gilbert
Michael Mjehovich
Sharon Whitlock

Mr. Bob May
c/o Score Productions
640 Monarch Plaza
3414 Peachtree Road
Atlanta Ga. 30326

Dear Bob,

February 1, 1993

It was nice talking with you the other day and straightening out some of the problems we have encountered with our relationship.

This morning I received a check from you in the amount of \$10,000.00 and I am a bit confused as to what this payment is for. I understand that you are having financial difficulties but a \$10,000.00 payment on the amount that is owed the Improvisation is wholly inadequate.

In our discussions six months ago we spoke of lowering the improv's royalty percentage if I agreed that the non-refundable advance payment was increased and paid early. The amount of increase was to be \$22,500.00. I assume you want the royalty reduced so the total advance would now be \$45,000.00. (\$22,500.00 from the original contract and \$22,500.00 from the Woodknapp deal. At least \$22,500.00 is more than six months late since the Woodknapp deal dates back to September 1, 1992.) Please inform me what \$10,000.00 represents and under what ground rules you intend to pay off the rest of the \$35,000.00.

I also feel it would now be appropriate to write down the other items we discussed so that we could use this letter as a reference point if difficulties arise between us in the future.

1) Please be aware that every time you bring out a new product one of the principles of the Improv must OK, in writing, the art work and the manner in which the names of talent is being used.

2) Please clear with us, in writing, all uses of the material that is not covered in the contract. (I.E. The release of the jokes on the airlines. This type of contractual expansion causes the Improv serious problems.)

Please be aware that your use of the material is restricted the recordings which we have negotiated and the release manner have discussed. We were not aware that the "After Hours" tapes being released and some of the material on it was not completely cleared. Furthermore, if you wish to allow radio stations use excerpts from these records as a promotion, then you must allow us to OK, in writing, which artists can be used, how often it can be done, and on which radio stations the material will be heard. We have other broadcast contracts and we do not want you to damage this Improv franchise.

We would prefer that you not meet with any of our artists or their representatives without our prior approval. This is a very delicate situation since our primary business rests on our relationship with these people.

There is still one point in our ongoing relationship that is bothersome to me. That is the amount of money you are going to charge us for the removal, from the recordings, of those artists you wish to be removed.

Our prior verbal understanding was that you would remove, at any time, those artists who did not wish any longer to be on the recordings. I have heard from Larry Harris that you are considering charging us up to \$15,000.00 to edit out Jerry Seinfeld. Obviously, that would be an unacceptable amount of money for us to pay. We should have further discussions to resolve this potential problem before our relationship can move forward.

If you understand and agree with what I have written here I would appreciate your signature at the bottom.

Thank you again for your understanding and I look forward to working out our last remaining problem.

Very truly yours,

Budd Friedman

I understand and agree that we discussed and agreed to what is stated in this letter.

May of Score Productions

Date

January 29, 1993

SENT VIA FACSIMILE

Mr. Budd Friedman
Improvisation
8162 Melrose Avenue
Los Angeles, California 90046

Dear Budd:

As you know, I am in a difficult position as far as communication goes, due to the drastic time changes and the facilities I have available to me. I am extremely concerned about your letter of January 28 which Amy urgently faxed to my attention.

I am also concerned about the tremendous liabilities your letter implies for both of us. I don't know of any time in the history of our business when so drastic a measure has been chosen in response to an advance that's three weeks late. I can only believe that there may be other difficulties, which I am sure we can work through.

I am going to assume that the deals I have made at MIDEM and all of the deals upon which we have worked so diligently for the past two years are thoroughly in place and that, in fact, our relationship will continue on its very positive course once I've had the opportunity to return to familiar surroundings and good communicative capability in order to discuss your position. I am sorry for any concern which you may have and which for the past few days we have been unable to fully address in conversation. I am sure we will be speaking together soon.

Yours very truly,

Robert A. May
Robert A. May
President

DICTATED BUT NOT READ

RAM:ad
012993.1

cc: Mike Mjehovich



AGENCY FOR THE PERFORMING ARTS, INC.

9000 SUNSET BOULEVARD — LOS ANGELES, CA 90069

TELEPHONE 213-273-0744

FAX 213-275-9401

TWX 910-470-4657

AGREEMENT made this 10 day of July 1990, by and between MURDER, INC. f/s/o ROBERT SCHIMMEL (hereinafter referred to as Artist) and THE IMPROVISATION BY BUDD FRIEDMAN (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

1. PLACE OF ENGAGEMENT: THE IMPROVISATION (MELROSE AVE.)
LOS ANGELES, CALIFORNIA

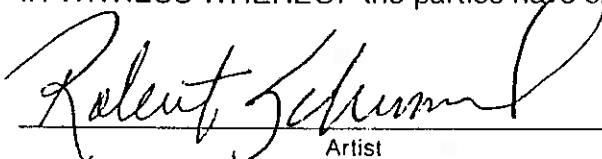
2. PERIOD OF ENGAGEMENT: MONDAY THROUGH FRIDAY - AUG. 13 - AUG. 17, 1990
ARTIST SHALL PERFORM ONE (1) SHOW PER NIGHT AT
MIDNIGHT. EACH SHOW APPROX. 60 MINUTES IN LENGTH.
SEATS: 225 TICKETS: \$8.00

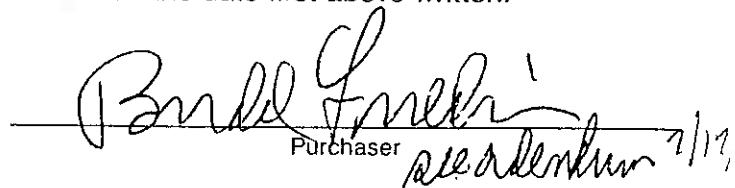
3. PRICE AGREED UPON: ARTIST SHALL RECEIVE \$2,500.00 GUARANTEE PLUS 60% OF THE GROSS BOX OFFICE RECEIPTS OVER \$6,000.00. BUYER AT HIS SOLE COST AND EXPENSE SHALL PROVIDE ONE RENTAL CAR FOR ARTIST'S USE ON AUG. 13 THROUGH AUG. 17... PLUS A SUITE AT THE GUEST QUARTERS SUITE HOTEL FOR THE NIGHTS OF AUG. 13-17. ARTIST IS ENTITLED TO TEN (10) COMPLIMENTARY TICKETS PER NIGHT. IT IS UNDERSTOOD AND AGRRED THAT PURCHASER SHALL PROVIDE AND PAY FOR AT NO COST TO ARTIST ALL RIDER REQUIREMENTS INCLUDING THE FOLLOWING: PURCHASER SHALL PROVIDE FIRST CLASS SOUND ANSD LIGHTS AS PER ARTIST'S SPECIFICATIONS. RIDER ATTACHED HERETO AND HEREBY MADE A PART OF THIS AGREEMENT.

4. PRICE TO BE PAID AS FOLLOWS: A 50% DEPOSIT (\$1250.00) IS DUE UPON SIGNING OF CONTRACT MADE PAYABLE TO APA, INC. BALANCE (\$1250.00) IS DUE ARTIST OR ARTIST'S REPRESENTATIVE PRIOR TO PERFORMANCE DAY OF ENGAGEMENT. ALL PAYMENTS ARE TO BE MADE IN THE FORM OF CERTIFIED/CASHIER'S CHECK, MONEY ORDER OR CASH. CHECK TO BE MADE PAYABLE TO: MURDER, INC. f/s/o ROBERT SCHIMMEL

The Additional Terms and Conditions set forth on the reverse hereof constitute a part of this Agreement. Should any rider be annexed to this Agreement it shall also constitute a part of this Agreement; and should there be any inconsistencies between the terms and conditions of any such rider and the Additional Terms and Conditions set forth on the reverse hereof, the terms and conditions of such rider shall be controlling.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.


Artist


Purchaser

By: MURDER, INC. f/s/o ROBERT SCHIMMEL
Address: c/o APA, INC. 9000 SUNSET BLVD
12th FLOOR LA, CA 90069
BOOKING AGENT: DANNY ROBINSON

By: THE IMPROVISATION BY BUDD FRIEDMAN
Address: 8162 MELROSE AVE.
LA, CA 90046
213-653-8908

ROBERT SCHIMMEL RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE CONTRACT DATED
July 10, 1990 BETWEEN MURDER, INC. f/s/o ROBERT SCHIMMEL
(Hereinafter referred to as ARTIST) AND THE IMPROVISATION BY BUDD FRIEDMAN
(Hereinafter referred to as PURCHASER).

All terms and provisions hereinbefore set forth are part of one and the same contract.

1. ROBERT SCHIMMEL shall receive 100% Sole Star billing in any and all advertising and publicity issued, pertaining to the engagement hereunder.
2. All payments provided hereunder shall be made payable by money order, certified or cashier's check, school check or cash. Deposit checks are to be made payable to and in the name of AGENCY FOR THE PERFORMING ARTS, INC. Checks to ARTIST shall be made payable to: MURDER, INC. f/s/o ROBERT SCHIMMEL.
3. ARTIST'S obligations herein are subject to detention or prevention by sickness, inability to perform, accident, transportation, acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority or any cause similar or dissimilar beyond ARTIST'S control.
4. No part of the performance shall be taped, recorded or filmed without the prior written consent of ARTIST.
5. It is understood and agreed that ARTIST shall have total control over the production, presentation and performance of his segment of the engagement.
6. PURCHASER agrees to furnish at his sole cost and expense the following items:
 - A. A first class, high quality sound system with one (1) microphone removable from one (1) straight MIC stand. (SYSTEM MUST BE EQUIPPED WITH TWO (2) STAGE MONITORS).
 - B. High Quality, professional stage lighting, including two (2) carbon-arc type follow spots with operators.
 - C. Four (4) complimentary tickets for each performance herein.
7. PURCHASER agrees that ARTIST will have the right to cancel this agreement without liability upon notice to PURCHASER not later than thirty (30) days prior to the first day of engagement, in the event that ARTIST secures a commitment for theatrical, Atlantic City or Nevada Casino, motion picture, television appearances or recordings.

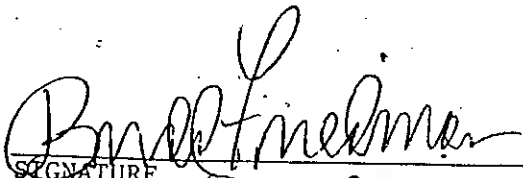
8. PURCHASER agrees to supply all local transportation as required. (Pick-up at airport, commute to and from hotel and place of engagement and return to airport).
9. PURCHASER will not commit ARTIST to any personal appearances or other promotions without the prior, written consent of ARTIST or ARTIST'S REPRESENTATIVE.
10. PURCHASER will provide ARTIST with an adequate dressing room with a door that can be locked and secured while ARTIST is performing and which shall be restricted to the general public.
11. PURCHASER will be solely responsible for the security of items left in the - dressing room area while ARTIST is performing, during any intermission and upon completion of program.
12. PURCHASER shall arrange seating in such a manner that front row seating shall begin no more than four (4) feet from the front of the stage.

IT IS UNDERSTOOD AND AGREED THAT PURCHASER WILL NOT ADD TO, DELETE FROM OR MAKE ALTERATIONS IN THE CONTRACT OR CONTRACT RIDER, WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST. THIS RIDER TOGETHER WITH THE CONTRACT ATTACHED CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

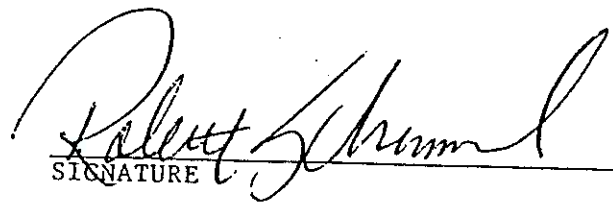
AGREED AND ACCEPTED BY:

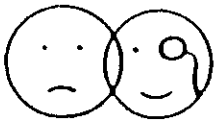
THE IMPROVISATION
BY BUDD FRIEDMAN

PURCHASER


SIGNATURE
see agenda

MURDER, INC. f/s/o
ROBERT SCHIMMEL

ARTIST

SIGNATURE



BUDD FRIEDMAN

MARK LONOW

IMPROVISATION

8162 Melrose Ave./Los Angeles, California 90046/(213) 651-2583
321 Santa Monica Blvd./Santa Monica, California 90401/(213) 394-8664

July 17, 1990

Danny Robinson
A.P.A.
9000 Sunset Blvd. 4th Floor
Los Angeles, Ca. 90069

Dear Danny:

This letter will serve as an addenda to the contract for Robert Schimmel.

- 1) Robert Schimmel must do publicity as needed, both before and during the engagement (within reason).
- 2) There will be no comps issued for Friday night.
- 3) Robert Schimmel will get a rental car at the airport and return same there at end of week.
- 4) There is one monitor, no dressing room and no follow spot.

Sincerely,


Budd Friedman

1 PROOF OF SERVICE BY MAIL

2
3 State of California, County of Los Angeles
4

5 I am a citizen of the United States and a resident of the
6 County of Los Angeles; I am over the age of eighteen years and not
7 a party to the within action. My business address is 10850
8 Wilshire Boulevard, Suite 1150, Los Angeles, California 90024.

9 I am familiar with my office's practice for collection and
10 mailing of correspondence, which is to deposit the correspondence
11 with the United States Postal Service each day.

12 On March 15, 1995, I served the within PLAINTIFFS' THIRD
13 AMENDED COMPLAINT FOR COPYRIGHT INFRINGEMENT; CIVIL RACKETEERING;
14 AND RELATED SUPPLEMENTAL CLAIMS on the interested parties in said
15 action, by placing a true copy thereof enclosed in a sealed
16 envelope with postage thereon fully prepaid, for collection and
17 mailing following the ordinary course of business, addressed as
18 stated on the attached mailing list.

19
20 Executed on March 15, 1995, at Los Angeles, California.

21 I declare that I am employed in the office of a member of the
22 bar of this court at whose direction the service was made. I
23 declare under penalty of perjury under the laws of the United
24 States of America that the foregoing is true and correct.

25
26 
27 Meryl Rosen
28

MAILING LIST

Richard A. Levine, Esq.
KROLL & TRACT
6500 Wilshire Blvd. Ste. 2000
Los Angeles, California 90048-4920

Todd B. Serota, Esq.
BROBECK PHLEGER & HARRISON
550 South Hope Street, Suite 2300
Los Angeles, California 90071-2604

John N. Hauser, Esq.
John P. Halfpenny, Esq.
McCUTCHEM, DOYLE, BROWN & ENERSON
Three Embarcadero Center
San Francisco, California 94111

Michael A. Dailey, Esq.
DAILEY, MATTOX & CHAMBLISS P.C.
One Securities Centre, Suite 1050
3490 Piedmont Road, N.E.
Atlanta, Georgia 30305

John A. Lawrence, Esq.
RICHMAN, LAWRENCE, MANN, GREENE, ARBITER & CHIZEVER
9601 Wilshire Boulevard, Penthouse
Beverly Hills, California 90210-5270