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Superior Court of California
County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk
By: M. Soto, Deputy
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

HOLLYWOOD FOR CHILDREN, INC. dba
THE AUDREY HEPBURN CHILDREN'S
FUND,

Plaintiff,

vs.

SEAN FERRER, an Individual, and DOES 1
through 10, inclusive,

Defendants.

Case No. **BC 649828**

**COMPLAINT FOR DECLARATORY
JUDGMENT AND INTENTIONAL
INTERFERENCE WITH
CONTRACTUAL RELATIONSHIP**

As and for a Complaint herein, Plaintiff Hollywood for Children, Inc. dba the Audrey Hepburn Children's Fund (hereinafter the "Fund" or "Plaintiff"), by and through its attorneys, alleges against Defendant Sean Ferrer ("Ferrer"), as follows:

PARTIES

1. The Fund is a 501(c)(3) charitable corporation, organized and existing under the laws of the state of New York and the laws of the United States of America with regard to tax-exempt charitable organizations. It maintains its principal offices and conducts business in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and based thereon alleges, that Ferrer is an individual residing primarily in Florence, Italy, and residing part time, and, owning personal property located, within the County of Los Angeles, State of California.

1 7. In 1993, Ferrer, along with Dotti, decided to create a charitable fund to honor
2 Audrey Hepburn’s memory. Accordingly, in November 1993, Ferrer, along with Dotti and Robert
3 Wolders, created Hollywood for Children, Inc. as a non-profit, 501(c)(3) charitable entity under
4 the laws of the State of New York and Federal law. Ferrer was its initial Chairman of the Board as
5 well as a Board member. Ferrer consulted with Dotti on the Fund’s activities, but Dotti was not
6 initially directly involved, and had no official title or duties with respect to Hollywood for
7 Children, Inc.

8 8. Once formed, Hollywood for Children, Inc. raised money for various children’s
9 charities through licensing and/or displaying the Hepburn IP pursuant to an agreement between
10 Ferrer and Dotti regarding the use of the Hepburn IP. Specifically, Ferrer and Dotti agreed that
11 either of them had the unrestricted unilateral authority to allow third parties to use the Hepburn IP
12 for limited purposes (exhibiting or displaying) and when one of them made such an agreement
13 with a third party, the third party had the right to rely on authority of Ferrer or Dotti, as applicable,
14 and the other would not interfere with such agreement (hereafter the “Hepburn IP Agreement”).
15 Consistent with the Hepburn IP Agreement, Ferrer and Dotti loaned Hepburn IP items to third
16 parties for use in creating exhibitions and Hollywood for Children, Inc. entered into contracts with
17 exhibit operators, and the funds it received from the exhibits were donated to various children's
18 charities. Ferrer and Dotti loaned such Hepburn IP items for display at no fewer than nine similar
19 exhibits, with the vast majority of the proceeds of each exhibit ordinarily donated to children's
20 charities and causes.

21 Plaintiff Begins Using The “Audrey Hepburn Children’s Fund” as Its DBA.

22 9. Commencing in 1998, Plaintiff commenced to operate under the dba “Audrey
23 Hepburn Children’s Fund,” even though its corporate name remained as “Hollywood for Children,
24 Inc.” From that point forward, the name “Audrey Hepburn Children’s Fund” was used for all
25 projects and events used to raise monies for the Fund.

26 The Fund Holds Successful Events, Raising Monies and Funding Various Children’s Charities

27 10. In the intervening years between 1999 and the recession of 2008, a number of
28 successful money-raising events and exhibitions were held, and certain licenses were given by the

1 Fund, all of which resulted in money being raised, which was donated to various hospitals and
2 other children’s facilities including, but not limited to, the “Audrey Hepburn Children’s House” in
3 Hackensack, New Jersey; the “Audrey Hepburn Cares Center at Children’s Hospital” in Los
4 Angeles; the “Audrey Hepburn Cares Center in New Orleans;” and numerous other local charities,
5 such as the Hollygrove Children’s and Family Services in Hollywood.

6 Ferrer Turns Against The Fund

7 11. Plaintiff is informed and believes, and based thereon alleges, that commencing in
8 2008 or 2009, Ferrer began to suffer a personal financial crisis, including being involved in a
9 financially burdensome real estate transaction in Italy, and while going through a divorce from his
10 third wife, began to actively interfere with Plaintiff’s efforts to raise funds for children’s charities
11 by its licensing and exhibition activities.

12 12. For example, in or about October 2011, Ferrer requested that Dotti join the Board
13 of Directors of the Fund and take the financial burden off of him, which Dotti agreed to do.
14 Thereafter, in or about mid-January 2012, Ferrer resigned as Chairman of the Board but stayed on
15 as a member of the Board for a period of time. On or about July 26, 2012, Ferrer resigned as a
16 Board member as well as an Officer of the Fund. In or about mid-August 2012, Dotti joined the
17 Board of the Fund and became Chairman, having the same rights and authority to use the Hepburn
18 IP as co-beneficiary of the Audrey Hepburn estate, which Ferrer previously used as Chairman of
19 the Fund’s Board.

20 13. In or about mid-March 2013, Ferrer purported to terminate the right of the Fund to
21 use the Hepburn IP for fundraising purposes by sending a written notice of purported termination
22 to the Fund. Ferrer, however, did not attempt to terminate the Hepburn IP Agreement, which
23 remains in force.

24 Ferrer Begins to Actively Interfere with the Activities of the Fund.

25 14. Commencing in or about April 2013 and continuing to date, Ferrer has intentionally
26 interfered with the activities of the Fund in many ways, including, but not limited to: taking
27 control of the Fund’s GoDaddy account, which manages the Fund’s domains and emails, by
28 changing the password to the Fund’s GoDaddy account, and registering “Hollywood for

1 Children.com and.org” without advising Dotti, much less obtaining his consent. Notwithstanding
2 the purported termination by Ferrer of the purported license to the Fund by the Hepburn estate to
3 use the Hepburn IP to raise money for the Fund’s charitable work, the Fund continued to
4 participate in exhibitions in Seoul, Korea and London, as well as other fundraising endeavors in
5 accordance with the Hepburn IP Agreement. The Fund’s ability to continue to participate in
6 exhibits, however, was very limited due to Ferrer’s increasingly hostile actions.

7 15. Plaintiff is informed and believes, and based thereon alleges, that in or about
8 January 2015, Ferrer attempted to have world-renowned fashion designer Mr. Hubert de Givenchy
9 backdate and falsify a letter concerning his prior donation to the Fund of certain gowns worn by
10 Ms. Hepburn and used for exhibition, asking him to state that he had instead donated them to
11 Ferrer and Dotti, which statement would have been a total falsehood. Mr. Givenchy rightfully
12 refused to do so. Dotti notified Ferrer that he had no knowledge of this proposal to Mr. Givenchy
13 having not been notified in advance by Ferrer, and informed Ferrer he adamantly disagreed with
14 the proposal.

15 16. Plaintiff is informed and believes, and based thereon alleges, that in or about
16 February 2015, and again in April 2015, Ferrer interfered with the use of certain photographs and
17 other materials that belonged to the late Ms. Hepburn for a cookbook entitled “Audrey at Home,”
18 written by Dotti, just before it was to be published. Dotti’s share of the royalties of the cookbook
19 were earmarked for the Fund. Further, in or about April 2015, it was discovered that Ferrer was
20 acquiring Audrey Hepburn domain names and registering them in his name only, including
21 “audreyathome.com” – the same as the title of the cookbook, all without the knowledge or consent
22 of either Dotti or the Fund – an activity which Ferrer has continued to engage in, at least through
23 and including January 2016.

24 17. As a result of the actions of Ferrer, in 2013 the Fund had to postpone an exhibition
25 of the Hepburn IP in Australia, which had been in negotiation and the basic terms of which had
26 been agreed upon. In 2016, the Fund lost the opportunity to exhibit the Audrey Hepburn IP in
27 Daegu, Korea due to the actions of Ferrer. Losing the opportunity to present these exhibits
28 resulted in a loss of monies for the Fund to distribute to charities.

1 exhibitions and to hold others in the future, and thus reap significant guaranteed income from
2 them for charitable use is jeopardized, and may be precluded altogether. Accordingly, it is
3 necessary for a judicial declaration to determine the respective rights and duties of the parties with
4 regard to the right of the Fund to continue to utilize the Hepburn IP for its charitable purposes, and
5 to restrain and enjoin any further acts of interference with the activities of the Fund by Ferrer.

6 23. A judicial determination and declaration is necessary and appropriate at this time
7 under the circumstances to allow the Fund to confirm with certainty that it has the right to use the
8 Hepburn IP on an ongoing basis for fundraising activities for children's causes, and because it
9 cannot continue to operate under a cloud with regard to its rights to use the Hepburn IP as it
10 interferes with its ability to make contracts for future exhibitions utilizing the Hepburn IP as its
11 principal fundraising activity. As a result of the current state of affairs, the Fund has been and is
12 under the threat of continuing to lose revenues and future opportunities to generate additional
13 revenues on behalf of children's causes.

14 **SECOND CAUSE OF ACTION**

15 (For Intentional Interference With Contractual Relationship

16 Against All Defendants)

17 24. The Fund refers to paragraphs 1 through 19, and 21 through 23 above, and
18 incorporates said paragraphs herein by this reference as though fully set forth.

19 25. On or about October 21, 2016, in accordance with the Hepburn IP Agreement, the
20 Fund entered into a written agreement with a third party for certain exhibitions of the Hepburn IP
21 to take place in 2017 and 2018 in several locations in China (the "Chinese Exhibition
22 Agreement").

23 26. After the Fund entered into said agreement, Ferrer became aware of the existence
24 of the Chinese Exhibition Agreement.

25 27. On or about January 23, 2017, Ferrer, through his authorized legal counsel in
26 Switzerland, contacted the Chinese exhibitor in writing threatening the exhibitor that if it elected
27 to continue with a planned exhibition of the Fund's memorabilia and related materials (i.e., the
28 Hepburn IP) in China, pursuant to the Chinese Exhibition Agreement with the Fund, Ferrer would

1 initiate legal proceedings against the exhibitor. Plaintiff is informed and believes, and based
2 thereon alleges, that Ferrer's conduct was intended to disrupt the performance of the Chinese
3 Exhibition Agreement and to prevent the exhibit from occurring, or, at the very least, knew that
4 disruption of performance was certain or substantially certain to occur.

5 28. As Dotti has and continues to allow the Fund to use the Hepburn IP in accordance
6 with the Hepburn IP Agreement, Ferrer has no right to interfere with the authorized use of the
7 same by the Fund by entering into the Chinese Exhibition Agreement. Nonetheless, Ferrer has
8 maliciously and intentionally interfered in the Chinese Exhibition Agreement by having his Swiss
9 lawyer make unfounded threats of legal action in the event that the Chinese exhibitor elected to
10 continue the project. Such action was taken by Ferrer, through his Swiss counsel, fully knowing
11 that he had no legal rights with regard to the subject matter of the Chinese Exhibition Agreement
12 and was done maliciously and intentionally, for the sole purpose of harming the Fund and
13 preventing it from receiving revenues pursuant to the Chinese Exhibition Agreement, which
14 moneys are intended to be utilized for the various children's charities supported by the Fund. As a
15 proximate result of Ferrer's conduct as described herein, the Fund has been informed the Chinese
16 exhibitor may not hold the exhibitions thereby causing harm and damage to the Fund.

17 29. Ferrer's threat, through his Swiss counsel, to pursue legal action against the
18 Chinese exhibitor has caused it grave concern and threatens the continued viability of the
19 agreement and the Fund's opportunity to receive the revenues pursuant to that agreement. Ferrer's
20 threat has required the Fund to engage legal counsel, not only to respond directly to Ferrer's Swiss
21 counsel with respect to the unfounded and unlawful attempt to interfere with the agreement
22 between the Fund and the Chinese exhibitor, but the necessity for the filing of this suit as well.

23 30. As set forth above, Ferrer has usurped and, unless enjoined and restrained by this
24 Court, will continue to usurp the Hepburn IP in direction violation of the Hepburn IP Agreement,
25 and will continue various acts to interfere with and prevent the Fund from its authorized use of the
26 Hepburn IP for purposes of its fundraising activities on behalf of various children's causes.

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1 c. So long as Dotti gives permission to utilize the Hepburn IP for such
2 purposes, the Fund may continue to utilize the Hepburn IP in accordance with the Hepburn IP
3 Agreement;

4 As to the Second Cause of Action

5 2. For general, compensatory and consequential damages in amount according to
6 proof;

7 3. For an Order of this Court enjoining and restraining Ferrer, Does 1 through 10, and
8 all other persons acting in concert, participation, or on behalf of him, from further registering any
9 domain names based on the Hepburn IP, from contacting or in any other way interfering with any
10 actual or prospective exhibition partner of the Fund including, but not limited to the existing
11 contract with the Chinese exhibitor, or from taking any action whatsoever to impede the Fund
12 from meeting its pre-existing economic commitments to various charities continuing to engage in
13 legitimate fundraising activities on behalf of children's causes utilizing the Hepburn IP;

14 As to All Causes of Action

- 15 4. For prejudgment interest as provided by law;
16 5. For costs of suit incurred; and
17 6. For such other and further relief as the Court deems just and proper under the
18 circumstances.

19 Dated: February 8, 2017

FREEMAN, FREEMAN & SMILEY, LLP

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21 By: 

22 STEVEN E. YOUNG
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24 Attorneys for Plaintiff Hollywood for Children,
25 Inc. dba The Audrey Hepburn Fund
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