
CASE TYPE:	Breach of Contract	COUNTY: Los Angeles
RESULT:	\$120,000	REPORT TYPE: Bench Trial
SUMMARY:	Movie producer won't deliver tapes he was paid to make; \$100,000 contract costs, attorney fees, \$1 million value of tapes	

CASE: Megrin, Inc. v. Larry Geller
CASE NO. SC 027 908
PLTF ATTY: John K. Pierson, *Los Angeles*
FACTS: Pltf corporation hired Deft movie producer to produce original audiotapes about the period in his life when he was a hairstylist and confidant to the late Elvis Presley. Deft was paid over \$50,000 to complete the work. Deft completed the job and was paid as agreed. He then took the original tapes and demanded an additional \$100,000, claiming he had been misled by Pltf as to the value of the tapes and that he had not been paid enough for his work.

PER PLTF: That Deft was hired under a "work for hire" contract; that Pltf had fulfilled its contractual obligations to Deft; that when Deft realized how valuable the tapes were once they were finished he took them and demanded an additional \$100,000; that Deft had no justification for breaching the contract by taking and refusing to return the tapes (conversion).

DAMAGES: \$100,000 contract; \$20,000 in attorney fees; \$500,000 - \$1 million value of completed master tapes.
DEFENSE: Contended that Deft was underpaid for his work; that after realizing the value of the tapes Deft attempted to renegotiate his contract with Pltf.

VERDICT: \$120,000 plus return of the audiotapes and \$20,000 attorney fees. **TRIAL TIME:** 1 day **DATE:** 2/95
NOTES: Deft appeared in *pro per*.
JUDGE: Hiroshi Fujisaki **COURT:** L.A. County Superior Court, Santa Monica **CRA #** 6020
