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8
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MARGERA and BAM MARGERA, INC.

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

12 BRANDON COLE MARGERA and BAM
MARGERA, INC.,
13
14 Plaintiffs,
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16 vs.
17 PARAMOUNT PICTURES CORP., MTV
NETWORKS ENTERPRISES INC.,
JEFFREY TREMAINE, PHILIP JOHN "P.J."
CLAPP (p/k/a JOHNNY KNOXVILLE),
18 ADAM H. SPIEGEL (p/k/a SPIKE JONZE),
DICKHOUSE ENTERTAINMENT, INC.,
GORILLA FLICKS, and DOES 1-50,
19 inclusive,
20 Defendants.

Case No.
COMPLAINT FOR:
**(1) VIOLATION OF THE FAIR
EMPLOYMENT AND HOUSING ACT
(CAL. GOV'T CODE § 12900 ET SEQ.);**
**(2) UNLWFUL RETALIATION IN
VIOLATION OF CALIFORNIA LABOR
CODE § 1102.5;**
**(3) WRONGFUL DISCHARGE IN
VIOLATION OF PUBLIC POLICY;**
(4) BREACH OF WRITTEN CONTRACT;
**(5) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAITH DEALING;**
**(6) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;**
**(7) FRAUD—FRAUDULENT
INDUCEMENT;**
(8) FRAUD—FALSE PROMISE;
**(9) VIOLATION OF THE UNRUH CIVIL
RIGHTS ACT (CAL. CIV. CODE § 51 ET
SEQ.);**
**(10) VIOLATION OF THE UNFAIR
COMPETITION LAW (CAL. BUS. &
PROF. CODE § 17200 ET SEQ.);**
**(11) COMMON LAW COPYRIGHT
INFRINGEMENT;**
(12) PRELIMINARY INJUNCTION;
(13) PERMANENT INJUNCTION;AND
(14) DECLARATORY RELIEF

[REDACTED]

1 **INTRODUCTION**

2 1. Plaintiffs Brandon Cole Margera (p/k/a Bam Margera, referred to throughout as
3 “Margera”) and his loan-out company, Bam Margera, Inc. (“BMI”) (collectively “Plaintiffs”),
4 bring this lawsuit against Paramount Pictures Corp. (“Paramount”), MTV Networks Enterprises
5 Inc. (“MTV”), Jeffrey Tremaine (“Tremaine”), Philip John “P.J.” Clapp (p/k/a Johnny Knoxville)
6 (“Knoxville”), Adam H. Spiegel (p/k/a Spike Jonze) (“Jonze”), Dickhouse Entertainment, Inc.
7 (“Dickhouse”), Gorilla Flicks (“Gorilla”), and DOES 1-50 (collectively “Defendants”) to seek
8 redress for Defendants’ inhumane, abusive and discriminatory treatment of Plaintiff Margera, and
9 for Defendants’ wrongful termination of Plaintiff Margera from the *Jackass* franchise he created.

10 2. “Welcome to *Jackass*.” These words defined a generation. They also defined the
11 better part of Margera’s life—a man whose name has been synonymous with *Jackass* since he
12 created the franchise when he was barely out of his teens.

13 3. Margera created *Jackass* long before the show hit MTV in 2000. Indeed, the
14 freshman season of the television show was comprised mainly of footage Margera shot with his
15 own CKY Crew (defined below) long before he ever met Tremaine, Jonze or any of his *Jackass*
16 co-stars. Margera is not only the star of the television show and film franchise that has made
17 Paramount and MTV hundreds of millions of dollars to date, but a co-writer and producer who
18 came up with the vast majority of the franchise’s most memorable content. Indeed, *Jackass* would
19 have been impossible without Margera, as more than half of the persons featured on the franchise
20 constitute his CKY Crew, or his immediate family.

21 4. While Margera has given *Jackass*—quite literally—more than two decades worth
22 of his blood, sweat and tears, Defendants have not repaid him in kind. Rather, Margera, who has a
23 documented history of physical and mental health issues, including diagnosed bipolar disorder,
24 has been the victim of unconscionable discrimination at the hands of Defendants.

25 5. Specifically, while Margera was in a rehabilitation facility in 2019, Jonze (his
26 producer), Knoxville (his co-star) and Tremaine (his director), accosted him and coerced him into
27 signing a draconian “Wellness Agreement.” Jonze, Knoxville and Tremaine, acting on behalf of
28 and/or at the direction of all Defendants, assured Margera that, if he did not sign the Agreement

1 then and there, he would be cut from all future *Jackass* endeavors, including future film
2 installments. This would, effectively, cut off Margera's primary source of income and sole means
3 of supporting his family, including his infant son. Having no other choice (as Defendants would
4 not even permit Margera the opportunity to consult an attorney, let alone negotiate the Wellness
5 Agreement's terms), Margera signed the Wellness Agreement.

6 6. The Wellness Agreement took its toll on Margera. For months, Margera was
7 obligated to complete daily drug tests, multiple times per day, both scheduled and unscheduled,
8 requests for which could come in at any hour of the day or night. Margera was subject to
9 countless breathalyzer and urinalysis tests, which he submitted to and passed repeatedly for
10 several months without objection or incident. However, in doing so, his ability to travel, work,
11 and effectively live life were completely constricted. Defendants went so far as to employ a
12 doctor who FaceTimed with Margera every morning to ensure Margera took the cocktail of pills
13 that Paramount's medical team prescribed to him—pills that left him physically and mentally
14 drained, depressed, and a shell of his former self. Margera knew the tiniest slip-up would end his
15 career, so he was careful to follow every impossible demand imposed upon him—demands that
16 were, by all accounts, legally unenforceable, as Margera's execution of the Wellness Agreement
17 was procured by duress.

18 7. Margera did not slip up. He followed the provisions of the Wellness Agreement to
19 a tee, at great personal cost. Defendants' treatment of Margera exacerbated his mental health
20 issues and led to suicidal thoughts. But still, Margera persevered—only to have the rug pulled out
21 from under him.

22 8. In March 2020, Paramount executed a contract with BMI to procure Margera's
23 services on a fourth *Jackass* film. [REDACTED]

24 [REDACTED] In August 2020, after Margera had
25 already put considerable work into the movie (including filming several scenes, developing dozens
26 of ideas for inclusion in the film, and submitting them to Defendants in writing, the vast majority
27 of which are being used), Paramount terminated Margera's contract, citing a purported violation of
28 the Wellness Agreement.

1 9. Margerger did not violate the Wellness Agreement. Rather, Defendants’ wrongful
2 termination of Margerger stems from the fact that one of the numerous drug tests Margerger was
3 forced to submit to demonstrated that he was taking prescription Adderall. Defendants knew full
4 well that Margerger had to take Adderall to treat his attention deficit disorder. He had been on this
5 medication for several years. But all of this notwithstanding, and without even giving Margerger an
6 opportunity to explain, Paramount fired him.

7 10. Unfortunately, traumatic as Margerger’s experience may have been, it is not
8 uncommon. Only recently have brave individuals felt empowered enough to come forward with
9 their stories. (*See, e.g.,* Zoe Christen Jones & Justin Carissimo, *Britney Spears’ conservatorship,*
10 *explained*, CBSNEWS.COM (July 13, 2021), [https://www.cbsnews.com/news/britney-spears-](https://www.cbsnews.com/news/britney-spears-conservatorship-updates/)
11 [conservatorship-updates/](https://www.cbsnews.com/news/britney-spears-conservatorship-updates/) (noting that Britney Spears, arguably the world’s most famous pop star,
12 “is fighting for changes to her court-appointed conservatorship, which has controlled her career
13 and finances since 2008,” as under the “abusive” conservatorship, “she was forced to take strong
14 drugs after refusing to perform, stopped from removing a birth control device and has been
15 allowed little to no privacy”).)

16 11. Paramount’s inhumane treatment of Margerger cannot be countenanced. Margerger
17 was made to endure psychological torture in the form of a sham Wellness Agreement, and then
18 ultimately terminated for his protected class status due to his medical condition, and his
19 complaints about Defendants’ discriminatory conduct towards him. Indeed, Margerger was the only
20 *Jackass* co-star terminated from the franchise for taking medication that he was prescribed, in
21 order to treat his well-documented medical conditions. Margerger and his loan-out company, BMI,
22 now seek redress through the present action for violations of the Fair Employment and Housing
23 Act (Cal. Gov’t Code § 12900 *et seq.*), California Labor Code § 1102.5, Unruh Civil Rights Act
24 (Cal. Civ. Code § 51 *et seq.*) and Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et*
25 *seq.*), as well as for breach of contract, breach of the implied covenant of good faith and fair
26 dealing, intentional infliction of emotional distress, fraud and common law copyright
27 infringement. Plaintiffs also seek a preliminary and permanent injunction, and declaratory relief.

28

1 **THE PARTIES**

2 12. Plaintiff Margera is an actor, filmmaker, writer, producer, and founding member of
3 the *Jackass* franchise. Margera moved to California to work on *Jackass 4*. At the times of the
4 relevant events discussed herein, he was a resident of California.

5 13. Plaintiff BMI is and/or was at all relevant times a Pennsylvania corporation wholly
6 owned by Plaintiff Bam Margera, with its principal place of business in Pennsylvania.

7 14. Defendant Paramount is a Delaware corporation with its principal place of business
8 in Hollywood, California. Paramount contracted with BMI regarding Margera’s appearance in
9 *Jackass Forever* (also referred to throughout as “*Jackass 4*”). Paramount is also producing the
10 project.

11 15. Defendant MTV is a Delaware company with its principal place of business in New
12 York, New York. On information and belief, MTV is a subsidiary of ViacomCBS, Inc., which
13 controls the MTV brand, and helms MTV Entertainment Studios, which is producing *Jackass*
14 *Forever*, alongside Dickhouse and Gorilla.

15 16. Defendant Tremaine is a director and producer who has worked on the *Jackass*
16 franchise, including the upcoming film, *Jackass Forever*. He is a California citizen who resides in
17 Los Angeles, California.

18 17. Defendant Philip John “P.J.” Clapp, professionally known as Johnny Knoxville, is
19 an actor and co-creator of the *Jackass* franchise who will appear in the upcoming film, *Jackass*
20 *Forever*. He is a California citizen who resides in Los Angeles, California.

21 18. Defendant Adam H. Spiegel, professionally known as Spike Jonze, is a director and
22 producer who has worked on the *Jackass* franchise, including for the upcoming film, *Jackass*
23 *Forever*. He is a California citizen who resides in Los Angeles, California.

24 19. Defendant Dickhouse is a California production company with its principal place of
25 business in Beverly Hills, California. Defendant Tremaine is the Chief Executive Officer of
26 Dickhouse. Dickhouse has produced each of the films in the *Jackass* franchise, including the
27 upcoming film *Jackass Forever*.

28 20. Defendant Gorilla is a California production company with its principal place of

1 business in Beverly Hills, California. Defendant Tremaine is the Chief Executive Officer of
2 Gorilla. Gorilla is producing the upcoming film *Jackass Forever*, alongside Dickhouse and
3 Paramount.

4 21. The true names, identities, or capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore
6 sue said Defendants by such fictitious names. When the true names, identities, or capacities of
7 such fictitiously designated defendants are ascertained, Plaintiffs will ask leave of this Court to
8 amend this Complaint to insert the said true names, identities, and capacities, together with the
9 proper charging allegations.

10 22. Plaintiffs are informed and believe and thereon allege that each of the Defendants
11 sued herein as a DOE is responsible in some manner and liable herein for negligent, wanton,
12 reckless, and tortious conduct, and/or strict liability, and by such wrongful conduct, proximately
13 caused Plaintiffs' injuries and damages.

14 23. Plaintiffs are informed and believe and thereon allege that at all relevant times each
15 of the Defendants was engaged with some or all of the other Defendants in a joint enterprise for
16 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
17 for the conduct of them. Plaintiffs performed services for each and every one of the Defendants,
18 and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiffs, either
19 directly or indirectly, and of the manner in which Defendants' business was conducted.

20 24. At all times herein mentioned, Defendants (whether or not specifically identified or
21 designated herein as a DOE Defendant), and each of them, were the agents, employees, servants,
22 partners, independent contractors, joint venturers, and/or participants with all other Defendants,
23 and with each other, and in doing the things hereinafter mentioned, were agents, employees,
24 servants, partners, and joint venturers and/or acted with the consent and permission of the co-
25 Defendants, and each of them.

26 **JURISDICTION AND VENUE**

27 25. The Court has jurisdiction over the subject matter of this action pursuant to
28 California Code of Civil Procedure Sections 410.10 and 410.40.

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26. Venue in this Court is proper pursuant to California Code of Civil Procedure Sections 395 and 395.5.

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[REDACTED]

[REDACTED]

FACTUAL ALLEGATIONS

I. Margera Creates *Jackass* and Builds it Into the Multi-Million Dollar Franchise it is Today.

29. Margera has been a fixture in the entertainment industry for more than two decades. In the 1990s, Margera, a 19-year-old, then-burgeoning professional skateboarder, combined his love of the sport with his proficiency in directing, producing and performing, and filmed a series of videos with his friends and family (the “CKY Crew”) featuring their content, stunts and pranks. The video series, comprised of four videos altogether, became an overnight sensation and caught the eye of Tremaine, who was then an editor of the skateboarding magazine *Big Brother*.

30. Tremaine reached out to Margera, who, alongside Knoxville and Stephen Glover (known professionally as Steve-O), filmed the pilot episode of what would become the wildly popular *Jackass* television franchise. The pilot heavily featured Margera and members of the CKY crew, including Ryan Dunn, Brandon DiCamillo and Chris Raab, and spawned offers from Saturday Night Live, Comedy Central and MTV. A bidding war ensued, and, ultimately, MTV won out. *Jackass* premiered on the network in October 2000.

31. *Jackass* earned record ratings for MTV right off the bat. Slotted for Sunday nights, the network thereafter dubbed Sundays “Jackass Sunday.” The show’s second episode drew in 2.4 million viewers among MTV’s key demographic—making for *the highest-rated Sunday among that category in the network’s history*. (See Melissa Grego, *MTV gets a kick out of ‘Jackass’*, VARIETY.COM (Oct. 12, 2000), <https://variety.com/2000/tv/news/mtv-gets-a-kick-out-of-jackass-1117787631/>.)

32. *Jackass’* freshman season featured Margera, his CKY Crew, and his family in videos Margera shot and directed on his own, before he was ever put in touch with the *Jackass* cast and crew. Margera is, undoubtedly, the heart of the show, and his trademark brand of humor caused its incredibly successful three-season run. *Jackass’* success would not have been possible absent mainstay Margera, who not only created and starred in the series, but helped develop

1 content featured thereon. (See Sally Beatty, *MTV Ratings Soar Off Gross Humor, Sex—and*
2 *That’s Just the Tame Stuff*, WSJ.COM (April 20, 2001),
3 <https://www.wsj.com/articles/SB987713208758822968> (“The only regular show on cable TV
4 [than *Jackass*] that consistently gets a bigger rating is the World Wrestling Federation.”); Jim
5 Rutenberg, *TV NOTES; Does ‘Jackass’ Have a Life?*, NYTIMES.COM (Aug. 15, 2001),
6 <https://www.nytimes.com/2001/08/15/arts/tv-notes-does-jackass-have-a-life.html> (noting that
7 *Jackass* “became one of MTV’s highest-rated series”).) Margera’s contribution went above and
8 beyond, as the *Jackass* television program not only steadily featured his friends and the CKY
9 Crew, but his family, including his parents April and Phil Margera.

10 33. While the *Jackass* TV show ended in February 2002, the film franchise was just
11 getting started. *Jackass: The Movie*, the first installment in the franchise, premiered later that
12 year, in October. The film had a \$5 million budget, but went on to gross nearly \$80 million
13 worldwide. Margera starred in the film, earning top billing after Knoxville. Margera also helped
14 write and develop the content, stunts and pranks therein, and was thus integral to the film’s
15 runaway success. Paramount, MTV and Dickhouse continued to reap the rewards, as they
16 produced and distributed the film, while Tremaine directed and Knoxville co-starred.

17 34. Margera leveraged his success on the *Jackass* franchise into two other hit shows for
18 MTV. The first, *Viva La Bam*, centered on Margera and his friends and family, many of whom
19 had appeared on *Jackass* prior. *Viva La Bam*, like *Jackass*, featured content, stunts and pranks
20 written, developed and executed by Margera. Margera also produced the show. The series
21 premiered in 2003 and ran for five seasons, far outlasting its predecessor, *Jackass*. (See Saul
22 Austerlitz, *How Long Can A Spinoff Like ‘Better Call Saul’ Last?*, FIVETHIRTYEIGHT.COM
23 (March 3, 2015), [https://fivethirtyeight.com/features/how-long-can-a-spinoff-like-better-call-saul-](https://fivethirtyeight.com/features/how-long-can-a-spinoff-like-better-call-saul-last/)
24 [last/](https://fivethirtyeight.com/features/how-long-can-a-spinoff-like-better-call-saul-last/) (“The rarest category: spinoffs whose runs exceeded those of their originators. Only five
25 shows [a]re in this category[, including] . . . ‘Viva La Bam’ . . .”).)

26 35. After *Viva La Bam* wrapped, Margera went on to star in and produce *Jackass*
27 *Number Two*, the second installment in the *Jackass* film series. This movie, like the last, was
28 produced and distributed by MTV, Dickhouse and Paramount. Tremaine directed, and Knoxville

1 co-starred. As with *Jackass: The Movie*, Margera had a heavy hand in producing and
2 conceptualizing the content, stunts and pranks featured in *Jackass Number Two*. The film
3 premiered in September 2006, and went on to gross nearly \$85 million—nearly ten times the
4 film’s budget. Moreover, unused footage was repackaged into another movie, *Jackass 2.5*, which
5 was released online in 2007, earning Defendants even more profits.

6 36. Margera continued to create hit content for MTV, as he went on to star in and
7 produce the TV show *Bam’s Unholy Union*. The show aired on MTV in 2007, and chronicled
8 Margera’s wedding to his ex-wife Melissa. *Bam’s Unholy Union* also featured Margera’s friends
9 and family, many of whom also appeared on *Viva La Bam* and *Jackass*.

10 37. Three years later, the *Jackass* crew reunited for a third movie—the highest-grossing
11 and most elaborate one to date. Margera starred in, wrote, and produced *Jackass 3D*, which
12 premiered on October 17, 2010. This film, like the others, was produced and distributed by MTV,
13 Dickhouse and Paramount, with Tremaine directing and Knoxville co-starring. Jonze served as a
14 producer. With a budget of just \$20 million, *Jackass 3D* went on to gross over \$170 million
15 worldwide, garnering over \$50 million in its opening weekend alone. Unused footage was again
16 repackaged into another movie, *Jackass 3.5*, which was released in 2011, earning Defendants
17 additional profits.

18 38. Naturally, as the star and creator of the *Jackass* franchise, Margera has received
19 proceeds from each of the franchise’s ventures, including films he did not appear in. For instance,
20 in 2013, MTV and Dickhouse produced the film *Jackass Presents: Bad Grandpa*, which
21 Paramount distributed, Tremaine directed, and Knoxville starred in. The film grossed over \$150
22 million worldwide—10 times its budget. Though Margera did not appear in the film, as an
23 integral member of the *Jackass* franchise, and essentially the creator of the *Jackass* universe, he
24 was rightfully paid a portion of the profits.

25 39. *Jackass* has had a “seismic impact on popular culture,” and Margera’s crucial
26 participation in the franchise (which he helped launch when he was barely out of his teens)
27 catapulted it to the success it is today—an instantly recognizable brand that has earned, and
28 continues to earn, Defendants high profits. (Hannah Woodhead, *How Jackass became a pioneer*

1 of modern comedy, BBC.COM (Oct. 20, 2020), [https://www.bbc.com/culture/article/20201019-](https://www.bbc.com/culture/article/20201019-how-jackass-became-a-pioneer-of-modern-comedy)
2 how-jackass-became-a-pioneer-of-modern-comedy.) But while Defendants marketed the movie as
3 one steeped in friendship and camaraderie, their treatment of Margera behind the scenes has been
4 anything but.

5 **II. Defendants Take Advantage of Margera’s Public Battles with Addiction and Mental**
6 **Health, Forcing Him to Sign His Life Away Under Duress While in a Rehabilitation**
7 **Facility.**

8 40. Margera, like many of his *Jackass* cast mates and co-workers, has struggled with
9 addiction and mental health his whole life. (See, e.g., Chelsea Hirsch, ‘*Jackass*’ left a wake of
10 pain, arrests and addiction, PAGESIX.COM (Feb. 1, 2018), [https://pagesix.com/2018/02/01/inside-](https://pagesix.com/2018/02/01/inside-the-dark-shadow-of-jackass/)
11 the-dark-shadow-of-jackass/ (detailing the addiction and legal troubles that have plagued the entire
12 cast of *Jackass* over the years); Billy Niles, *How Steve-O and Others Have Overcome the Jackass*
13 *‘Curse’ While Some Are Still Struggling*, EONLINE.COM (Oct. 1, 2020),
14 [https://www.eonline.com/news/1008569/how-steve-o-and-others-have-overcome-the-jackass-](https://www.eonline.com/news/1008569/how-steve-o-and-others-have-overcome-the-jackass-curse-while-some-are-still-struggling)
15 curse-while-some-are-still-struggling (same).) However, Margera’s struggles subjected him
16 specifically to unlawful and unconscionable discrimination at the hands of Defendants.

17 41. Defendants have been privy to Margera’s issues with health, mental health and
18 addiction for years. Specifically, Margera suffers from bipolar disorder and attention deficit
19 disorder. As such, he has taken prescription Adderall for more than the past 10 years. Margera
20 also has a history of anxiety, disordered eating, and began abusing alcohol in his 20s. In 2009, at
21 30 years old, he entered a rehabilitation facility for the first time. This notwithstanding, the very
22 next year, Margera returned to star in, co-write and produce *Jackass 3D*, launching the most
23 successful film in the franchise to date.

24 42. In 2011, Margera’s childhood friend, CKY Crew member, and *Jackass, Viva La*
25 *Bam* and *Bam’s Unholy Union* co-star, Ryan Dunn, passed away in a tragic drunk driving incident.
26 Having lost his best friend of over a decade, Margera’s drinking intensified, leading to additional
27 stints in rehabilitation. While Margera maintained sobriety for several years, he relapsed after he
28 was robbed at gunpoint in Colombia. Thereafter, Margera entered a program to work on his

1 sobriety and mental health.

2 43. Approximately two years ago, after Margera purportedly engaged in activities that
3 Defendants interpreted to mean Margera was drunk, Tremaine’s assistant approached Margera,
4 stating that Tremaine and the remaining Defendants insisted that Margera appear on the Dr. Phil
5 show to do damage control. It is unsurprising that Defendants chose to prioritize their image over
6 any genuine concern for Margera, booking him media appearances rather than approaching him in
7 any meaningful or compassionate way about his perceived issues. Margera, ever aiming to please
8 Defendants, obliged, and appeared on Dr. Phil in an episode that was, on information and belief,
9 televised in September 2019.

10 44. Shortly thereafter, Margera checked himself back into Wavelengths, a
11 rehabilitation facility in Huntington Beach, California. The day after Margera arrived at
12 Wavelengths, and was at his most vulnerable, Jonze, Knoxville and Tremaine showed up to the
13 facility unannounced, and confronted Margera on behalf of all Defendants. Defendants, each of
14 whom was aware of Margera’s fraught personal and financial situation, and with an eye toward
15 producing and distributing a fourth *Jackass* film, sent Jonze, Knoxville and Tremaine to Margera.
16 The three coerced Margera into signing a draconian “Wellness Agreement,” assuring him that,
17 should he refuse to immediately execute the same, he would face instant termination from the
18 *Jackass* franchise, losing his primary source of income and means to provide for his family,
19 including his infant son. Margera was not even afforded the opportunity to consult with an
20 attorney, let alone negotiate the Wellness Agreement’s dictatorial terms. Margera, like any
21 reasonable person in his position would, felt he had no choice but to sign, so he did. On
22 information and belief, Jonze, Knoxville and Tremaine departed Wavelengths without even
23 leaving Margera a copy of the Wellness Agreement.

24 45. The Wellness Agreement provided that if Margera did not, among other things,
25 abide by the following terms, he would face immediate termination from the *Jackass* franchise:

- 26 a. Margera was required to blow into a breathalyzer at noon, 4 p.m., and 8 p.m. *every*
27 *day*, and share the results with Defendants.
- 28 b. Margera was required to submit to urinalysis twice a week. Specifically, twice a

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[REDACTED]

III. The Agreement & Defendants' Baseless, Pretextual Termination of Margera from *Jackass*.

48. [REDACTED]

[REDACTED]

49. [REDACTED]

[REDACTED]

50. [REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 51. Margera performed substantial work on *Jackass 4*. Principal photography had
6 already begun (rendering Margera “pay or play” for the film), as Margera had already filmed
7 several scenes with a full set and crew prior to his unceremonious termination. Moreover, as with
8 the other films in the franchise, Margera came up with and provided to Defendants content, stunts
9 and pranks to feature in the movie, the vast majority of which are actually being utilized therein.
10 As such, it is no surprise that IMDb continues to list Margera as a co-writer of the film.

11 52. On March 30, 2020, Paramount suspended production of *Jackass 4* due to the
12 COVID-19 pandemic. A true and correct copy of the letter that Paramount sent BMI
13 communicating as much is attached hereto as **Exhibit B**. As a result, Margera’s engagement in
14 connection with the film was extended commensurate with the suspension. Margera had already
15 performed significant work on the film by this point.

16 53. Margera’s considerable creative contributions to *Jackass 4* notwithstanding, on
17 August 25, 2020, Paramount terminated the Agreement. In correspondence to Margera,
18 Paramount asserted that it “has received notice that Mr. Margera has not remained in compliance
19 with the Wellness Program as required pursuant to Paragraph 2(a)(v),” and was accordingly
20 electing to terminate Margera’s services in connection with the film, “effective immediately.” A
21 true and correct copy of this correspondence (the “Termination Letter”) is attached hereto as
22 **Exhibit C**.

23 54. Paramount’s stated reason for the termination was a lie. Margera remained in
24 compliance with the Wellness Program, impossible as that may have seemed, since the moment he
25 signed the Wellness Agreement. The purported noncompliance Paramount referred to in its
26 Termination Letter was that one of the numerous random drug tests Margera provided allegedly
27 tested positive for Adderall. As Defendants, including Paramount, knew full well, Margera has
28 been taking prescription Adderall for more than 10 years, as required for his documented mental

1 health issues, including bipolar disorder and attention deficit disorder. Paramount using this as an
2 excuse to terminate Margera was nothing short of discriminatory.

3 55. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 While Margera maintains that his consumption of prescription Adderall was not a breach of the
11 unenforceable Wellness Agreement, he nonetheless took “curative” steps to assuage Defendants’
12 potential concerns. That is, Margera immediately checked himself into a rehabilitation facility.
13 Approximately three days into his stay, he received a text message from Jonze, Knoxville and
14 Tremaine communicating that, Margera’s willingness to go to a rehabilitation facility
15 notwithstanding, Defendants would not budge from their decision to terminate Margera.
16 Defendants thus did not give Margera any opportunity to cure his supposed breach of the
17 Agreement; if they had, he would have reiterated what they already knew—that he takes Adderall
18 as prescribed by his doctor for his health.

19 **IV. Defendants, in a Fit of Guilt or to Keep Margera Quiet, Attempt to Make Up for**
20 **Their Discriminatory Behavior By Setting Up A Trust Fund for Margera’s Son.**

21 56. In May 2021, after Margera’s affiliation with *Jackass* was terminated, Defendants
22 Jonze, Knoxville, Tremaine and Dickhouse, in what can only be viewed as an admission of their
23 wrongdoing towards Margera, purported to set up a trust fund for the benefit of Margera’s three-
24 year-old son as a grossly insufficient settlement offer. The illusory trust, which came with many
25 strings attached, was not executed.

26 57. Nonetheless, Defendants communicated to Margera’s mother, April Margera, that
27 the trust would hold \$2.5 million in funds. Because the trust was supposed to be comprised of 1%
28 of the Gross Receipts of *Jackass 4*, Defendants have effectively conceded that they expect the film

1 contrary to public policy. Indeed, no other Paramount employee working on *Jackass 4* had to
2 agree to such terms, regardless of their medical status.

3 65. Paramount also discriminated against Margera by terminating him because he
4 consumed prescription medication, as he was required to do to treat his medical conditions.

5 66. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 67. As a direct and proximate result of Paramount’s conduct, Margera suffered
10 damages, including economic losses, reputational harm, and emotional and mental distress.

11 68. Paramount’s and the remaining Defendants’ openly discriminatory conduct, and
12 disregard for Margera’s physical, mental and emotional well-being, evince they were guilty of
13 oppression, fraud, and malice in connection with their wrongful termination of Margera, within
14 the meaning of Civil Code Section 3294, as their actions were intended to deprive Margera of his
15 property and legal rights. As such, Margera requests an assessment of punitive damages against
16 Paramount in an amount to be assessed at the time of trial.

17 69. Margera will also seek and is entitled to recover attorneys’ fees in connection with
18 this cause of action under Government Code Section 12940, *et seq.*

19 70. Margera timely filed charges against Paramount with the California Department of
20 Fair Employment and Housing (“DFEH”) and has received a Right-to-Sue letter from the DFEH
21 regarding all applicable claims asserted in this action. Accordingly, Plaintiffs have fully
22 exhausted their administrative remedies as to such claims.

23 **SECOND CAUSE OF ACTION**

24 **Unlawful Retaliation in Violation of California Labor Code § 1102.5**

25 **(Margera Against Paramount)**

26 71. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
27 every preceding paragraph as if fully set forth herein.

28 72. Labor Code Section 1102.5 provides, in pertinent part, that “[a]n employer, or any

1 person acting on behalf of the employer, shall not retaliate against an employee for refusing to
2 participate in an activity that would result in violation of state or federal statute, or a violation of
3 or noncompliance with a local, state, or federal rule or regulation.”

4 73. At all times mentioned herein, Paramount and Margera had an employer-employee
5 relationship. On March 3, 2020, BMI, Margera’s company, entered into a contract with
6 Paramount regarding Margera’s role in *Jackass 4*. BMI entered into the Agreement for the benefit
7 of Margera. [REDACTED]

8 [REDACTED]
9 74. Paramount violated Labor Code Section 1102.5 by terminating Margera for
10 refusing to participate in an activity that would result in a violation of the law—namely, for
11 refusing to stop taking his prescription medication, to the detriment of his health, so that he could
12 comply with the sham Wellness Agreement, and for complaining to Defendants about the terms of
13 the illegal Wellness Agreement. [REDACTED]

14 [REDACTED]
15 [REDACTED] Furthermore, Margera’s
16 adherence to the illegal Wellness Agreement would not only have been contrary to the law,
17 including violative of FEHA, as explained above, but would have been contrary to public policy,
18 as California has made it clear that “[t]he opportunity to seek, obtain, and hold employment
19 without discrimination because of . . . physical disability, mental disability, [or] medical condition
20 . . . is hereby recognized as and declared to be a civil right.” Cal. Gov. Code § 12921(a).

21 75. As a direct and proximate result of Paramount’s conduct, Margera suffered
22 damages, including economic losses, reputational harm, and emotional and mental distress.

23 76. Paramount’s and the remaining Defendants’ openly discriminatory and retaliatory
24 conduct, and disregard for Margera’s physical, mental and emotional well-being, evince they were
25 guilty of oppression, fraud, and malice in connection with their wrongful termination of Margera,
26 within the meaning of Civil Code Section 3294, as their actions were intended to deprive Margera
27 of his property and legal rights. As such, Margera requests an assessment of punitive damages
28 against Paramount in an amount to be assessed at the time of trial.

1 77. Margera will also seek and is entitled to recover attorneys' fees in connection with
2 this cause of action under Labor Code Section 1102.5(j).

3 **THIRD CAUSE OF ACTION**

4 **Wrongful Discharge in Violation of Public Policy**

5 **(Margera Against Paramount)**

6 78. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
7 every preceding paragraph as if fully set forth herein.

8 79. Paramount wrongfully terminated Margera in violation of California's public
9 policy against discrimination based on disability or medical condition.

10 80. At all times mentioned herein, Paramount and Margera had an employer-employee
11 relationship. [REDACTED]

12 [REDACTED]
13 81. Margera suffers from bipolar disorder, attention deficit disorder, disordered eating,
14 anxiety, and substance abuse issues, among other things. Margera's disabilities and/or medical
15 conditions garner him protected status under FEHA. As such, Paramount's termination of
16 Margera because of his disabilities was wrongful and contrary to public policy. Indeed, California
17 has made it clear that "[t]he opportunity to seek, obtain, and hold employment without
18 discrimination because of . . . physical disability, mental disability, [or] medical condition . . . is
19 hereby recognized as and declared to be a civil right." Cal. Gov. Code § 12921(a).

20 82. As alleged herein, Paramount discriminated against Margera because of his medical
21 conditions by forcing him to sign a draconian and unenforceable Wellness Agreement that is
22 contrary to public policy. Indeed, no other Paramount employee working on *Jackass 4* had to
23 agree to such terms, regardless of their medical status.

24 83. Worse still, Paramount discriminated against Margera and wrongfully terminated
25 him because he consumed prescription medication, as he was required to do to treat his medical
26 conditions.

27 84. [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 85. As a direct and proximate result of Paramount's conduct, Margera suffered
4 damages, including economic losses, reputational harm, and emotional and mental distress.

5 86. Paramount's and the remaining Defendants' openly discriminatory conduct and
6 disregard for Margera's physical, mental and emotional well-being evince they were guilty of
7 oppression, fraud, and malice in connection with their wrongful termination of Margera, within
8 the meaning of Civil Code Section 3294, as their actions were intended to deprive Margera of his
9 property and legal rights. As such, Margera requests an assessment of punitive damages against
10 Paramount in an amount to be assessed at the time of trial.

11 **FOURTH CAUSE OF ACTION**

12 **Breach of Written Contract**

13 **(Plaintiffs Against Paramount)**

14 87. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
15 every preceding paragraph as if fully set forth herein.

16 88. [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 89. [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

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4 90. [REDACTED]
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20 91. [REDACTED]
21 [REDACTED]
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23 [REDACTED]
24 92. [REDACTED]
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[REDACTED]

[REDACTED]

[REDACTED]

FIFTH CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing

(Plaintiffs Against Paramount)

100. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and every preceding paragraph as if fully set forth herein.

101. [REDACTED]

[REDACTED]

[REDACTED]

102. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

103. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. [REDACTED]

[REDACTED]

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SIXTH CAUSE OF ACTION

Intentional Infliction of Emotional Duress

(Margerger Against All Defendants)

105. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and every preceding paragraph as if fully set forth herein.

106. Defendants have known for decades that Margera has struggled with his mental health. He suffers from anxiety, attention deficit disorder and bipolar disorder, and has previously abused alcohol, among other things. All of this notwithstanding, in 2019, at the direction of Defendants, Jonze, Knoxville and Tremaine accosted Margera during his stay in a rehabilitation facility, when he was at his most vulnerable.

107. The three coerced Margera into signing a draconian “Wellness Agreement,” assuring him that, should he refuse to immediately execute the same, he would face instant termination from the *Jackass* franchise, losing out on his chance to appear in the fourth film installment of the franchise—*i.e.*, his primary source of income and means to provide for his family, including his infant son. Defendants did not even give Margera the opportunity to consult with an attorney, let alone negotiate the Wellness Agreement’s dictatorial terms. Margera reasonably believed he had no choice but to sign, so he did.

108. The Wellness Agreement provided that, if Margera did not abide by the following terms (among others), he would face immediate termination from the *Jackass* franchise:

- a. Margera was required to blow into a breathalyzer at noon, 4 p.m., and 8 p.m. *every day*, and share the results with Defendants.
- b. Margera was required to submit to urinalysis twice a week. Specifically, twice a week, at random, unexpected, unscheduled times, Margera would receive a notification on his phone that would alert him to report to an urgent care facility within 1 hour for urinalysis, without exception.
- c. Margera was required to have his hair follicles tested on a regular basis.
- d. Margera was required to take several pills every morning while on a FaceTime call

1 with a doctor hired by Paramount.

2 109. Abiding by the Wellness Agreement's impossible terms caused Margera extreme
3 anxiety and distress. Margera knew the slightest deviation would subject him to immediate
4 termination, effectively ending his ability to support himself and/or his family. This mental
5 anguish, coupled with the prescription cocktail Defendants obligated him to take, led Margera
6 down a dark path.

7 110. Defendants' outrageous conduct not only exacerbated Margera's existing
8 conditions, but Margera suffered suicidal ideations as a result. This is, in large part, due to the
9 medications Margera was forced to take at the hands of Defendants. Specifically, Defendants
10 required Margera to take pain medication, which caused Margera significant physical and mental
11 injury, to the point where he was suicidal. Margera has yet to fully recover from the mental toll
12 this ordeal has taken on him.

13 111. As a direct and proximate result of Paramount's conduct, Margera suffered
14 damages, including economic losses, reputational harm, and emotional and mental distress.

15 112. Paramount's and the remaining Defendants' openly discriminatory conduct, and
16 disregard for Margera's physical, mental and emotional well-being, evince they were guilty of
17 oppression, fraud, and malice in connection with their coercion of Margera, within the meaning of
18 Civil Code Section 3294, as their actions were intended to deprive Margera of his property and
19 legal rights. As such, Margera requests an assessment of punitive damages against Defendants in
20 an amount to be assessed at the time of trial.

21 **SEVENTH CAUSE OF ACTION**

22 **Fraud—Fraudulent Inducement**

23 **(Plaintiffs Against All Defendants)**

24 113. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
25 every preceding paragraph as if fully set forth herein.

26 114. On March 3, 2020, BMI, Margera's company, entered into a contract with
27 Paramount regarding Margera's role in *Jackass 4*. BMI entered into the Agreement for the benefit
28 of Margera.

1 115. Defendants fraudulently induced Plaintiffs to enter into the Agreement.
2 Specifically, in order to get BMI to sign the Agreement, Defendants represented to Margera that
3 they would only terminate him for cause, and in good faith, all the while never intending to fulfill
4 that promise. Rather, Defendants at all times intended to employ Margera long enough that he
5 would develop ideas for content, stunts and pranks featured in the movie, and then terminate him
6 once those ideas were received, and refuse to pay him anything for his work.

7 116. Defendants hid this discriminatory intent from Plaintiffs and affirmatively
8 represented to Plaintiffs, in order to induce BMI to enter into the Agreement, that they did not
9 employ discriminatory practices or policies. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 117. Plaintiffs reasonably relied on Defendants' representations and non-disclosures, as
16 Defendants' discriminatory intent and practices were hidden from Plaintiffs, and Plaintiffs had no
17 reason to suspect that Defendants would employ such outrageous tactics. BMI thereby entered
18 into the Agreement, and Plaintiffs were harmed as a result, suffering reputational harm, economic
19 losses, and emotional distress, among other things.

20 118. Once Margera performed significant work on the film, and submitted his ideas to
21 Defendants (who plan to capitalize on Margera's contributions), Defendants fabricated a breach of
22 the Agreement on Margera's part, and terminated him without giving him a chance to cure the
23 supposed default, let alone explain that no such default had occurred. Indeed, Defendants never
24 intended to let Margera complete work on *Jackass 4*.

25 119. Further, Defendants intended that Margera rely on their false promises up to and
26 through the present day. Indeed, they tried to smooth over their obvious wrongdoings by initiating
27 (without ever actually executing) a trust fund for the benefit of Margera's son. Margera
28 reasonably relied on Defendants' false promises until he was terminated; in part because

1 Defendants were so bold as to lie about Margera’s breach of an invalid Wellness Agreement that
2 was imposed upon him in a rehabilitation facility.

3 120. Defendants’ false promises caused Plaintiffs to suffer damages, including economic
4 losses, reputational harm, and emotional and mental distress. Furthermore, it deprived Margera of
5 anticipated new income and caused him additional damage totaling at least \$20,000,000, which he
6 seeks to recover herein in an amount proven at trial.

7 121. Defendants’ open discrimination, outrageous conduct, and blatant lies and
8 disregard for Margera evince they were guilty of oppression, fraud, and malice in connection with
9 their false promises within the meaning of Civil Code Section 3294, as their actions were intended
10 to deprive Plaintiffs of their property and legal rights. As such, Plaintiffs request an assessment of
11 punitive damages against Defendants in an amount to be assessed at the time of trial.

12 **EIGHTH CAUSE OF ACTION**

13 **Fraud—False Promise**

14 **(Plaintiffs Against All Defendants)**

15 122. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
16 every preceding paragraph as if fully set forth herein.

17 123. On March 3, 2020, BMI, Margera’s company, entered into a contract with
18 Paramount regarding Margera’s role in *Jackass 4*. BMI entered into the Agreement for the benefit
19 of Margera.

20 124. In order to get BMI to sign the Agreement, Defendants falsely promised Margera
21 that they would only terminate him for cause, and in good faith, all the while never intending to
22 fulfill that promise. Rather, Defendants at all times intended to employ Margera long enough that
23 he would develop ideas for content, stunts and pranks featured in the movie, and then terminate
24 him once those ideas were received, and refuse to pay him anything for his work.

25 125. Defendants hid this discriminatory intent from Plaintiffs and affirmatively
26 represented to Plaintiffs, in order to induce BMI to enter into the Agreement, that they did not
27 employ discriminatory practices or policies. [REDACTED]

28 [REDACTED]

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[REDACTED]

126. Plaintiffs reasonably relied on Defendants’ representations and non-disclosures, as Defendants’ discriminatory intent and practices were hidden from Plaintiffs, and Plaintiffs had no reason to suspect that Defendants would employ such outrageous tactics. BMI thereby entered into the Agreement, and Plaintiffs were harmed as a result, suffering reputational harm, economic losses, and emotional distress, among other things.

127. Once Margera performed significant work on the film, and submitted his ideas to Defendants (who plan to capitalize on Margera’s contributions), Defendants fabricated a breach of the Agreement on Margera’s part, and terminated him without giving him a chance to cure the supposed default, let alone explain that no such default had occurred. Indeed, Defendants never intended to let Margera complete work on *Jackass 4*.

128. Further, Defendants intended that Margera rely on their false promises up to and through the present day. Indeed, they tried to smooth over their obvious wrongdoings by initiating a trust fund for the benefit of Margera’s son. Margera reasonably relied on Defendants’ false promises until he was terminated; in part because Defendants were so bold as to lie about Margera’s breach of an invalid Wellness Agreement that Defendants imposed upon him in a rehabilitation facility.

129. Defendants’ false promises caused Plaintiffs to suffer damages, including economic losses, reputational harm, and emotional and mental distress. Furthermore, it deprived Margera of anticipated new income and caused him additional damage totaling at least \$20,000,000, which he seeks to recover herein in an amount proven at trial.

130. Defendants’ open discrimination, outrageous conduct, and blatant lies and disregard for Margera evince they were guilty of oppression, fraud, and malice in connection with their false promises within the meaning of Civil Code Section 3294, as their actions were intended to deprive Plaintiffs of their property and legal rights. As such, Plaintiffs request an assessment of

1 punitive damages against Defendants in an amount to be assessed at the time of trial.

2 **NINTH CAUSE OF ACTION**

3 **Violation of the Unruh Civil Rights Act (Cal. Civ. Code § 51 *et seq.*)**

4 **(Margerá Against Paramount, Dickhouse, Gorilla and MTV)**

5 131. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
6 every preceding paragraph as if fully set forth herein.

7 132. The Unruh Civil Rights Act provides, in pertinent part: “All persons within the
8 jurisdiction of this state are free and equal, and no matter what their . . . disability [or] medical
9 condition . . . are entitled to the full and equal accommodations, advantages, facilities, privileges,
10 or services in all business establishments of every kind whatsoever.”

11 133. Defendants Paramount, Dickhouse, Gorilla and MTV are business establishments
12 for purposes of the Unruh Civil Rights Act. As part of the operation of their businesses,
13 Defendants provide facilities, privileges, and services, among other things, to produce and
14 distribute movies.

15 134. Margera sought to avail himself of the provision of the facilities, privileges, and
16 services, among other things, supplied by Defendants.

17 135. As alleged herein, Defendants intentionally discriminated against Margera by
18 forcing him to sign a Wellness Agreement that subjected him to invasive and impossible
19 conditions (that were also unenforceable and contrary to public policy). Defendants thus denied
20 Margera equal access to and provision of their facilities, privileges, and services, among other
21 things, and continue to do so through the present day, as Margera was terminated for no legitimate
22 reason. Rather, Paramount fired Margera under the pretext that he purportedly breached the
23 Wellness Agreement by taking medication he is prescribed to treat his medical conditions.

24 136. As a direct and proximate result of Defendants’ conduct, Margera suffered
25 damages, including economic losses, reputational harm, and emotional and mental distress.

26 137. Defendants’ violations of the Unruh Civil Rights Act entitle Margera to recover
27 statutory damages of a maximum of three times the amount of actual damages or a minimum of
28 four thousand dollars (\$4,000.00) pursuant to California Civil Code Section 52(a).

1 138. Defendants' open discrimination and blatant lies and disregard for Margera evince
2 they were guilty of oppression, fraud, and malice in connection with their discriminatory actions,
3 within the meaning of Civil Code Section 3294, as their actions were intended to deprive Plaintiffs
4 of their property and legal rights. As such, Plaintiffs request an assessment of punitive damages
5 against Defendants in an amount to be assessed at the time of trial.

6 139. Plaintiffs will also seek and are entitled to recover attorneys' fees in connection
7 with this cause of action under Civil Code Section 52(a).

8 **TENTH CAUSE OF ACTION**

9 **Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*)**

10 **(Plaintiffs Against All Defendants)**

11 140. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
12 every preceding paragraph as if fully set forth herein.

13 141. California's Unfair Competition Law, codified at Business and Professions Code
14 Section 17200 *et seq.*, prohibits "any unlawful, unfair or fraudulent business act or practice." Cal.
15 Bus. & Prof. Code § 17200. Defendants have violated this statute under all three prongs.

16 142. First, Defendants have engaged in unlawful business practices because Defendants'
17 wrongful termination of Margera from *Jackass 4* (not to mention their coercion of Margera to sign
18 an unenforceable Wellness Agreement) is based solely on Margera's medical condition(s) and,
19 thus, violates the Unruh Civil Rights Act and FEHA, as set forth above.

20 143. Defendants' wrongful termination of Margera from *Jackass 4* was also unlawful
21 because it violated the Americans with Disabilities Act ("ADA"). The Americans with
22 Disabilities Act ("ADA") provides, in pertinent part: "No covered entity shall discriminate against
23 a qualified individual on the basis of disability in regard to job application procedures, the hiring,
24 advancement or discharge of employees, employee compensation, job training, and other terms,
25 conditions, and privileges of employment."

26 144. At all times mentioned herein, Paramount was a "covered entity," or "employer,"
27 within the meaning of the ADA because it was engaged in an industry affecting commerce and
28 had more than 15 employees for each working day in each of 20 or more calendar weeks.

1 145. At all times mentioned herein, Margera was a “qualified individual” and employee
2 of Paramount. On March 3, 2020, BMI, Margera’s company, entered into a contract with
3 Paramount regarding Margera’s role in *Jackass 4*. BMI entered into the Agreement for the benefit
4 of Margera. [REDACTED]

5 [REDACTED]
6 146. Margera suffers from bipolar disorder, attention deficit disorder, disordered eating,
7 anxiety and substance abuse issues, among other things. As such, Margera’s protected status
8 under the ADA is his physical disability(ies), mental disability(ies), and/or medical condition(s).
9 That being said, Margera was more than qualified to, and did, “perform the essential functions of
10 the employment position” he signed up for with Paramount.

11 147. As alleged herein, Paramount discriminated against Margera because of his medical
12 conditions by forcing him to sign a draconian and unenforceable Wellness Agreement that is
13 contrary to public policy. Indeed, no other Paramount employee working on *Jackass 4* had to
14 agree to such terms, regardless of their medical status.

15 148. Paramount also discriminated against Margera by terminating him because he
16 consumed prescription medication, as he was required to do to treat his medical conditions.

17 149. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 150. Second, Defendants have engaged in unfair business practices by employing
24 discriminatory conduct against persons with protected medical conditions like Margera, while
25 continuing to benefit from his contributions to *Jackass 4*. The stated benefit of Defendants’
26 discriminatory and unlawful practice is outweighed by the wrongful harm done as a result thereof.
27 Defendants claim Margera violated the Wellness Agreement. This is barely a pretense, as the sole
28 violation Defendants claim is that Margera purportedly tested positive for *prescription* Adderall—

1 medication he has been taking for over 10 years, as Defendants are well aware.

2 151. Third, Defendants have engaged in fraudulent business practices by terminating
3 Margera and purporting to cut all of his ties to the film, though they will utilize Margera's
4 contributions thereto, thus deceiving consumers as to the author of the film's content.

5 152. Defendants' unlawful, unfair, and fraudulent business practices caused Plaintiffs
6 harm and injury. Defendants were unjustly enriched at Plaintiffs' expense. Plaintiffs are entitled
7 to their fair share of the profits Defendants incurred as a result of the use of Margera's ideas.

8 153. Plaintiffs also seek an injunction prohibiting Defendants from releasing the movie
9 until Margera receives the credit he is due, and prohibiting Defendants from subjecting their
10 employees to discrimination due to their medical status.

11 **ELEVENTH CAUSE OF ACTION**

12 **Common Law Copyright Infringement**

13 **(Plaintiffs Against All Defendants)**

14 154. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
15 every preceding paragraph as if fully set forth herein.

16 155. Civil Code Section 980 provides that "[t]he author of any original work of
17 authorship that is not fixed in any tangible medium of expression has an exclusive ownership in
18 the representation or expression thereof as against all persons"

19 156. Margera independently came up with many ideas for *Jackass 4*. As such, under
20 Section 980, he is the sole owner of those ideas.

21 157. Margera transmitted many of these ideas in writing to Defendants prior to his
22 termination. He did not, at any point, make these ideas available for general publication.

23 158. Defendants plan to use the vast majority of Margera's ideas in *Jackass 4*.
24 However, doing so would infringe on Margera's ownership interest in this intellectual property, as
25 Margera is the "exclusive owner[]" thereof.

26 159. As such, Plaintiffs hereby seek an injunction prohibiting Defendants from releasing
27 the movie until Margera receives the credit and payment he is due for his contribution thereto.

28 160. Alternatively, Plaintiffs are entitled to their fair share of the profits Defendants

1 incurred as a result of their infringement.

2 **TWELFTH CAUSE OF ACTION**

3 **Preliminary Injunction**

4 **(Plaintiffs Against All Defendants)**

5 161. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
6 every preceding paragraph as if fully set forth herein.

7 162. Code of Civil Procedure Section 527 authorizes a court to issue preliminary
8 injunctive relief. Injunctive relief is warranted where, as here: (i) Plaintiffs are “entitled to the
9 relief demanded, and the relief, or any part thereof, consists in restraining the commission or
10 continuance of the act complained of, either for a limited period or perpetually (Cal. Civ. Proc.
11 Code § 526(a)(1)); (ii) “the commission or continuance of some act during the litigation would
12 produce waste, or great or irreparable injury, to a party to the action” (*id.* § 526(a)(2)); (iii) “a
13 party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done,
14 some act in violation of the rights of another party to the action respecting the subject of the
15 action, and tending to render the judgment ineffectual” (*id.* § 526(a)(3)); and (iv) “pecuniary
16 compensation would not afford adequate relief” (*id.* § 526(a)(4)).

17 163. Plaintiffs stand to suffer immediate irreparable injury unless the Court enjoins the
18 release of *Jackass 4*. No money damages or other legal remedy could adequately compensate
19 them for the irreparable harm Defendants’ conduct has caused, continues to cause, and threatens to
20 cause them.

21 164. Specifically, no money damages or other legal remedy could recompense Margera
22 for Defendants’ unauthorized use of his intellectual property—namely, the myriad of ideas
23 Margera came up with for content for the film, which he communicated to Defendants.

24 165. Moreover, no money damages or other legal remedy could recompense Margera for
25 having to sit idly by as Defendants release and profit from the film he helped create. Margera
26 contributed countless ideas to the film and was terminated from the project for discriminatory
27 reasons. Defendants’ release of the film should be enjoined.

28 166. WHEREFORE, Plaintiffs seek preliminary injunctive relief as follows: An order

1 preliminarily enjoining Defendants, their agents and representatives, and all persons in concert or
2 participating with them from releasing and/or distributing *Jackass 4* or any other film procured by
3 virtue of discriminating against employees with protected physical and/or mental disabilities or
4 medical conditions, or procured by virtue of infringing on the intellectual property of Margera.

5 167. Plaintiffs have no plain, speedy or adequate remedy at law other than the relief
6 requested herein.

7 **THIRTEENTH CAUSE OF ACTION**

8 **Permanent Injunction**

9 **(Plaintiffs Against All Defendants)**

10 168. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
11 every preceding paragraph as if fully set forth herein.

12 169. Code of Civil Procedure Section 526 authorizes a court to issue permanent
13 injunctive relief. Injunctive relief is warranted where, as here: (i) Plaintiffs are “entitled to the
14 relief demanded, and the relief, or any part thereof, consists in restraining the commission or
15 continuance of the act complained of, either for a limited period or perpetually (Cal. Civ. Proc.
16 Code § 526(a)(1)); (ii) “the commission or continuance of some act during the litigation would
17 produce waste, or great or irreparable injury, to a party to the action” (*id.* § 526(a)(2)); (iii) “a
18 party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done,
19 some act in violation of the rights of another party to the action respecting the subject of the
20 action, and tending to render the judgment ineffectual” (*id.* § 526(a)(3)); and (iv) “pecuniary
21 compensation would not afford adequate relief” (*id.* § 526(a)(4)).

22 170. Plaintiffs stand to suffer immediate irreparable injury unless the Court enjoins the
23 release of *Jackass 4*. No money damages or other legal remedy could adequately compensate
24 them for the irreparable harm Defendants’ conduct has caused, continues to cause, and threatens to
25 cause them.

26 171. Specifically, no money damages or other legal remedy could recompense Margera
27 for Defendants’ unauthorized use of his intellectual property—namely, the myriad of ideas
28 Margera came up with for content for the film, which he communicated to Defendants.

1 172. Moreover, no money damages or other legal remedy could recompense Margera for
2 having to sit idly by as Defendants release and profit from the film he helped create. Margera
3 contributed countless ideas to the film and was terminated from the project for discriminatory
4 reasons. Defendants' release of the film should be enjoined.

5 173. WHEREFORE, Plaintiffs seek permanent injunctive relief as follows: An order
6 permanently enjoining Defendants, their agents and representatives, and all persons in concert or
7 participating with them from releasing and/or distributing *Jackass 4* or any other film procured by
8 virtue of discriminating against employees with protected physical and/or mental disabilities or
9 medical conditions, or procured by virtue of infringing on the intellectual property of Margera.

10 174. Plaintiffs have no plain, speedy or adequate remedy at law other than the relief
11 requested herein.

12 **FOURTEENTH CAUSE OF ACTION**

13 **Declaratory Relief**

14 **(Plaintiffs Against Paramount)**

15 175. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
16 every preceding paragraph as if fully set forth herein.

17 176. Code of Civil Procedure Section 1060 authorizes a court to render a declaratory
18 judgment in cases of actual controversy relating to the legal rights and duties of the respective
19 parties.

20 177. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

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[REDACTED]

178. [REDACTED]

[REDACTED]

179. [REDACTED]

[REDACTED]

180. [REDACTED]

[REDACTED]

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment as follows:

- 1. For judgment in favor of Plaintiffs and against the Defendants on all claims asserted in this Complaint;
- 2. For damages according to proof at trial, including interest;
- 3. [REDACTED];

4. For an order preliminarily enjoining Defendants, their agents and representatives, and all persons in concert or participating with them from releasing and/or distributing *Jackass 4*

1 or any other film procured by virtue of discriminating against employees with protected physical
2 and/or mental disabilities or medical conditions;

3 5. For an order permanently enjoining Defendants, their agents and representatives,
4 and all persons in concert or participating with them from releasing and/or distributing *Jackass 4*
5 or any other film procured by virtue of discriminating against employees with protected physical
6 and/or mental disabilities or medical conditions;

7 6. For nominal damages, to the extent the Court determines that Plaintiffs have not
8 established actual damages;

9 7. For all costs, including reasonable attorneys' fees and expenses, incurred by
10 Plaintiffs;

11 8. For damages pursuant to Cal. Civ. Code § 52 according to proof at trial;

12 9. For restitution, including restitutionary disgorgement of profits Defendants incurred
13 as a result of their use of Margera's intellectual property;

14 10. For an award of punitive damages in accordance with Cal. Civ. Code § 3294;

15 11. For prejudgment interest; and

16 12. For any other relief the Court deems just and proper.

17

18

DEMAND FOR JURY TRIAL

19 Plaintiffs demand a trial by jury for all of the claims asserted in this Complaint that are so
20 triable.

21 DATED: August 9, 2021

BROWNE GEORGE ROSS
O'BRIEN ANNAGUEY & ELLIS LLP

Eric M. George
Dennis S. Ellis
Katherine F. Murray
Serli Polatoglu

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By: 

Eric M. George

26

Attorneys for Plaintiffs

27

BRANDON COLE MARGERA and BAM
MARGERA, INC.

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EXHIBIT A
[REDACTED]
FILED CONDITIONALLY
UNDER SEAL

EXHIBIT B

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5570
Fax 323-862-0964

March 30, 2020

VIA EMAIL AND U.S. MAIL

BAM MARGERER, INC. f/s/o BAM MARGERER
c/o Sonar Entertainment
10900 Wilshire Boulevard, 14th Floor
Los Angeles, CA 90024
Attn: Terry Hardy

Re: "JACKASS 4" / BAM MARGERER (Performer)

Dear Terry:

Reference is made to the Talent Agreement, dated as of March 3, 2020 (the "Agreement"), between Paramount Pictures Corporation ("Paramount") and Bam Margera, Inc. for the acting and co-producing services of Branden "Bam" Margera ("Artist") in connection with the motion picture entitled "JACKASS 4."

As you are aware, on March 11, 2020 the World Health Organization declared the coronavirus, also known as COVID-19, to be a worldwide pandemic. This pandemic and the events associated with it, including, without limitation, related governmental orders and public health guidelines, have caused a material interruption to Company's development, production and ongoing business operations, and in particular have forced Company to suspend the production of the Project.

Pursuant to the Agreement, Company hereby exercises its right to suspend the Agreement, the services of Artist under the Agreement, and all of Company's obligations under the Agreement, commencing as of March 30, 2020. Absent further notice from Company, the term of Artist's engagement shall be extended by the length of such suspension.

Company expressly reserves all other rights under the Agreement or as a matter of law or equity.

Please feel free to reach out to me directly with any questions.

Sincerely,



Scott W. Hatter



EXHIBIT C

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5570
Fax 323-862-0964

August 25, 2020

VIA EMAIL AND U.S. MAIL

BAM MARGERA, INC. f/s/o BAM MARGERA
c/o Sonar Entertainment
10900 Wilshire Boulevard, 14th Floor
Los Angeles, CA 90024
Attn: Terry Hardy

Re: "JACKASS 4" / BAM MARGERA (Performer)

Dear Terry:

Reference is made to the Talent Agreement, dated as of March 3, 2020 (the "Agreement"), between Paramount Pictures Corporation ("Paramount") and Bam Margera, Inc. for the acting and co-producing services of Branden "Bam" Margera in connection with the motion picture entitled "JACKASS 4."

Paramount has received notice that Mr. Margera has not remained in compliance with the Wellness Program as required pursuant to Paragraph 2(a)(v) of the Agreement. As a result, Mr. Margera is in material breach of the Agreement. Paramount has accordingly elected to terminate Mr. Margera's services in connection with the Picture, effective immediately.

Company expressly reserves all other rights under the Agreement or as a matter of law or equity.

Please feel free to reach out to me directly with any questions.

Kindest regards,


Scott W. Hatter

