

Joseph G. Pia (9945)
Nathan S. Dorius (8977)
PIA ANDERSON DORIUS REYNARD & MOSS
222 South Main Street, Suite 1800
Salt Lake City, Utah 84101
Telephone: (801) 350-9000
Facsimile: (801) 950-9010
E-mail: joe.pia@padrm.com
nathan@padrm.com

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

INCENTIVE CAPITAL, LLC, a Utah Limited
Liability Company,

Plaintiff,

v.

CAMELOT ENTERTAINMENT GROUP,
INC., a Delaware Corporation; CAMELOT
FILM GROUP, INC., a Nevada Corporation;
CAMELOT DISTRIBUTION GROUP, INC.,
a Nevada Corporation, ROBERT P. ATWELL,
an individual; JAMIE R. THOMPSON, an
individual; STEVEN ISTOCK, an individual;
TED BAER, an individual; PETER
JAROWEY, an individual,

Defendants.

**STIPULATED APPLICATION FOR WRIT
OF EXECUTION**

AND

**WRIT OF EXECUTION ATTACHED AS
EXHIBIT A**

Civil No. 2:11-cv-00288

Judge Clark Waddoups

Counsel for Incentive Capital, LLC (Plaintiff or Incentive) and counsel for Defendants Camelot Entertainment Group, Inc., Camelot Film Group, Inc., Camelot Distribution Group Inc., (collectively, the Camelot Defendants) hereby jointly move and stipulate to the entry of the Writ of Execution attached hereto as **Exhibit A** on the following grounds:

1. On March 25, 2011, Plaintiff Incentive brought the above-captioned action against the Camelot Defendants and the other defendants listed in the caption.
2. The parties settled their dispute pursuant to a settlement agreement.
3. The Liberation Film Library, which refers solely to those titles designated on Exhibit 2 of the Settlement Agreement, is the property of Incentive pursuant to the Settlement Agreement entered into by Camelot and Incentive; whereby, Camelot transferred all ownership in the Liberation Film Library and all elements related thereto to Incentive.
4. As a part of the settlement, Plaintiff and the Camelot Defendants agreed that to the extent that Incentive may, in its sole determination, require business records of Camelot that relate solely to the Liberation Film Library to administer the Liberation Film Library, upon the Effective Date [November 8, 2011], Camelot shall provide Incentive with access to all such records that are in its control, custody and/or possession at its location any business day of the week requested by Incentive during the hours of 10:00 a.m. to 5:00 p.m. (Pacific Time), and Incentive (or its designee) shall have the right to immediately photocopy any such business records at Incentive's expense, and, as necessary, to have access to the original business records which relate directly to the Liberation Film Library.
5. Plaintiff and the Camelot Defendants further agreed that upon the Effective Date, Plaintiff would be permitted to enter Camelot's premises and/or any premise utilized by Camelot

for the storage of business records and tangible materials solely related to the Liberation Film Library and/or any physical item associated with the Liberation Film Library and to take immediate possession of such materials in the event for any reason such records were not delivered to Incentive.

6. Plaintiff and the Camelot Defendants agreed they would jointly stipulate to the entry of Writs of Execution and Writs of Possession in Incentive's favor, effective upon the Effective Date, to enter Camelot's premises and/or any premise utilized by Camelot for the storage of business records and tangible materials solely related to the Liberation Film Library and/or any physical item associated with the Liberation Film Library and to take immediate possession of such materials in the event for any reason such records were not delivered to Incentive in accordance herewith.

7. This Application and Writ of Execution (attached as **Exhibit A**) are filed in accordance with the forgoing for entry by the Court.

8. The Writ of Execution is intended to have full and binding effect on the parties in any jurisdiction, including without limitation Utah and California.

9. The Writ of Execution is intended to survive the dismissal of this case with prejudice because it arises out of the parties Settlement Agreement

[Signature Page to Follow]

Dated: November 16, 2011

PIA, ANDERSON, DORIUS, REYNARD &
MOSS

By: /s/ Joseph Pia
Joseph Pia

Attorneys for Plaintiff Incentive Capital, LLC

LEVITAN LAW OFFICES

By: /s/ Jonathan Levitan

VAN COTT BAGLEY CORNALL &
McCARTHY

By: /s/ John Snow
*Attorneys for Defendants Camelot
Entertainment Group, Inc., Camelot
Film Group, Inc., Camelot Distribution
Group Inc.*

EXHIBIT A

WRIT OF EXECUTION

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TED BAER, an individual; PETER
JAROWEY, an individual,

Defendants.

WRIT OF EXECUTION

Civil No. 2:11-cv-00288

Judge Clark Waddoups

THE UNITED STATES OF AMERICA to the Constable, Sheriff, or other enforcement person, agency, or entity:

1. An application for Writ of Execution has been entered jointly by the parties Incentive Capital, LLC (øPlaintiffö or øIncentiveö) and Defendants Camelot Entertainment Group, Inc., Camelot Film Group, Inc., Camelot Distribution Group Inc. (collectively, the øCamelot Defendantsö).

2. The Liberation Film Library, which refers solely to those titles listed on **Exhibit 2** of the Settlement Agreement, is the property of Incentive pursuant to the Settlement Agreement entered into by Camelot and Incentive; whereby, Camelot transferred all ownership in the Liberation Film Library and all elements related thereto to Incentive.

3. You are directed to enter into the Camelot Defendantsøpremises and/or any premise utilized by the Camelot Defendants for the storage of business records and tangible materials solely related to the Liberation Film Library and/or any physical item associated with the Liberation Film Library and to take immediate possession of such materials (øMaterialsö) for and on behalf of Incentive.

4. The øMaterialsö include without limitation any materials relative to the Liberation Film Library comprising approximately 888 film, television, and other media titles and all tangible elements thereof, such as:

- a. Camelotø data bank stored on its computers and servers and elsewhere, including but not limited to copyright information, creditor lists, websites, copyrights, trademarks, registration marks, patents, advertising and marketing graphics and materials, logos, deals and contracts by library titles and

distribution agreements, DVD inventory reports (including where available the location of any physical materials);

- b. Film elements and materials in storage, software related in any way to the Liberation Film Library that Camelot has access to or is in the possession of;
- c. The website relating to the Liberation Film Library, website scripts, database and efiles, current keyword rankings, CSS script functions, master artwork files in any format, title descriptions, digital audio/visual files, and any online materials solely related in any way to the Liberation Film Library;
- d. Any and all contracts, contract rights, deals, and correspondence related to the Liberation Film Library;
- e. Any and all money, bank accounts, and safety deposit boxes relative to proceeds held in the name of or for the benefit of Incentive or Camelot relative solely to the Liberation Film Library.

5. You are to return this Writ within 10 days after receiving it, with a signed account of your actions in executing this Writ.

6. The Writ of Execution is intended to survive the dismissal of this case with prejudice because it arises out of the parties Settlement Agreement.

Dated this __ day of _____, 20__

UTAH FEDERAL DISTRICT COURT

Hon. Judge Waddoups, designee, or Clerk of the Court