

## FROM THE COURTS

# Universal to Go to Court in Dispute With 'Fast & Furious' Producer



DANIEL SMITH/UNIVERSAL

"Fast & Furious" producer's mentioning of prior arbitration agreements in a lawsuit against Universal City Studios does not mean the dispute is bound by them, a California appeals court ruled. Above, Jason Statham and Dwayne Johnson in "Fast & Furious Presents: Hobbs & Shaw."

by Alaina Lancaster

Universal City Studios will have to settle a contract dispute with a producer from the "Fast & Furious" movie franchise in court after a California appeals court ruled the entertainment company could not enforce an arbitration agreement.

In a 14-page ruling Wednesday, California's Second District Court of Appeal upheld a district court's decision finding that an arbitration agreement between film producer Neal Moritz and Universal, represented by attorneys from Quinn Emanuel Urquhart & Sullivan, did not apply to the "Fast & Furious" spinoff "Hobbs & Shaw," starring Dwayne "The Rock" Johnson and Jason Statham.

In the underlying dispute, Moritz claims he entered into an oral agreement with the movie studio to produce "Hobbs & Shaw," and then shortly before filming began, Universal cut Moritz out of the project without compensation, according to the opinion.

After Moritz and his attorneys from Kinsella Weitzman Iser Kump & Aldisert sued for breach of contract and promissory fraud, Universal sought to enforce arbitration agreements included in past "Fast & Furious" contracts.

Los Angeles County Superior Court Judge Craig Karlan found that two contracts with arbitration agreements, referred to as the FF6 and FF7 contracts, did not apply to the "Hobbs & Shaw" dispute.

The appeals court dismissed Universal's argument that the arbitration provisions in the agreements apply, because the delegation clauses mandate that any controversies arising out of the agreements will be arbitrated.

"Although Moritz referenced the agreements in his complaint when explaining the historical background of the Hobbs & Shaw, the mere mention

of a contract does not mean the dispute relates to it in any substantive sense. If it did, a party could make any contract relate to a dispute simply by mentioning it," wrote Associate Justice Victoria Chaney, with Presiding Justice Frances Rothschild and Associate Justice Helen Bendix concurring.

The court said that no reasonable person would have understood the arbitration agreements to pertain to "any future claim of whatever nature or type, no matter how unrelated to the agreements nor how distant in the future the claim arose."

Chaney also turned back Universal's assertion that the enforceability of the arbitration clauses could only be determined by an arbitrator, citing the U.S. Supreme Court's ruling in *Henry Schein v. Archer & White Sales*. The 2018 decision found that a litigant seeking to compel arbitration need only show that an arbitration agreement delegates the question of arbitrability to an arbitrator.

But *Schein* turns on the assumption that the contracts are connected to the suit, the justices wrote.

"The FAA requires no enforcement of an arbitration provision with respect to disputes unrelated to the contract in which the provision appears," the order states. "Appellants' argument that an arbitration provision creates a perpetual obligation to arbitrate any conceivable claim that Moritz might ever have against them is plainly inconsistent with the FAA's explicit relatedness requirement."

Universal's Quinn Emanuel team includes Bruce Van Dalsem, Daniel Posner and M. Alex Bergjans.

Moritz was represented by Kinsella Weitzman's Dale Kinsella, Suann MacIsaac and Zachary Elsea.

**Alaina Lancaster covers disruptive trends and technologies shaping the future of law. Contact her at [alancaster@alm.com](mailto:alancaster@alm.com). On Twitter: @a\_lancaster3.**



## CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **VIRTUAL COUNCIL ZONING MEETING** on **Tuesday, September 22, 2020 beginning at 10:00 AM**, to consider the following amendment to the City of Doral's Zoning Map. The City Council will consider this item for **SECOND READING**. The meeting will be held with the elected officials, administration and City staff participating via video conferencing.

Governor DeSantis' Executive Order Number 20-69 and extension 20-193 suspended the requirements of Section 112.286, Florida Statutes and the Florida Sunshine Law, that a quorum to be present in person, and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

**Public Comments:** members of the public that wish to provide comments may do so by emailing the City Clerk at [cityclerk@cityofdoral.com](mailto:cityclerk@cityofdoral.com). Comments must be submitted with your name and full address by **Monday, September 21, 2020**. The comments will be circulated to the elected officials and administration, as well as remain as a part of the record for the meeting. If you wish to provide comments during the meeting for this hearing item, please email the City Clerk at [cityclerk@cityofdoral.com](mailto:cityclerk@cityofdoral.com) by 12:00 pm on Friday, September 18, 2020 so that accommodations can be arranged.

The meeting will be broadcasted live for members of the public to view on the City of Doral's website (<https://www.cityofdoral.com/government/city-clerk/council-meetings>) as well as Channel 77 and Facebook Live.

The City of Doral proposes to adopt the following Ordinance:

### ORDINANCE No. 2020-08

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF DORAL DESIGNATING A NEW VOLUNTARY OVERLAY DISTRICT ENTITLED "DOWNTOWN ARTS REUSE DISTRICT" LOCATED NORTH OF DOWNTOWN DORAL, CONSISTING OF APPROXIMATELY 113 ACRES, BOUNDED BY NW 87 AVENUE ON THE WEST, NW 58 STREET ON THE NORTH, NW 79 AVENUE ON THE EAST AND NW 54 STREET ON THE SOUTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE**

**HEARING NO.:** 20-09-DOR-06

**APPLICANT:** City of Doral

**LOCATION:** Area located north of Downtown Doral, bounded by NW 87th Avenue to the west, NW 58th street to the north, NW 79th Avenue to the east and NW 54th Street to the south.

**REQUEST:** The City of Doral (the "Applicant") is requesting Mayor and City Council approval of an amendment to the Official Zoning Map of the City of Doral designating a new voluntary overlay district entitled "Downtown Arts Reuse District".

### Location Map



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

Connie Diaz, MMC  
City Clerk  
City of Doral