

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

THE CHIEF MOVIE, LLC,

Petitioner

vs.

CELEBRITY VIDEO  
DISTRIBUTION *a/k/a*  
CELEBRITY HOME  
ENTERTAINMENT, *et al.*,

Respondents

CIVIL DIVISION

NO. GD-13-003762

MEMORANDUM AND ORDER OF COURT

HONORABLE R. STANTON WETTICK, JR.

Counsel for Plaintiff:

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MEMORANDUM AND ORDER OF COURT

WETTICK, J.

Petitioner has filed in this court a Petition to Enter Judgment on Arbitrator's Settlement Agreement.

Respondents filed a response contending that the petition should be decided in the jurisdiction in which the common law arbitration proceedings were commenced and the Settlement Agreement was reached.

I agree with Respondents.

This case arises out of a contract dispute between Petitioner, Chief Movie, LLC, and Respondent, Celebrity Video Distribution ("CVD"). On August 13, 2010, the parties entered into a DVD Domestic Video Distribution Agreement ("Distribution Contract"). Pursuant to the Distribution Contract, Petitioner hired CVD to distribute a movie about Pittsburgh Steelers founder, Art Rooney, entitled "The Chief."

Following a dispute regarding the Distribution Contract, the parties participated in AAA arbitration in California. On June 12, 2012, both parties signed a AAA Stipulation for Settlement ("Settlement Agreement").

I conclude that the parties selected California as the forum to resolve any issues regarding enforcement of the Settlement Agreement because of the following facts:

First, the DVD Distribution Contract, which gave rise to the arbitration and Settlement Agreement, contains a choice-of-law/venue provision, which reads:

22. "GOVERNING LAW": This Agreement shall be governed by and interpreted under the internal laws of the State of California, U.S.A., without regard to any conflict of laws. Both parties hereby consent to the jurisdiction of

the courts in the State of California. Venue shall be in the city of Los Angeles, California.

(Distribution Contract ¶ 22.)

Second, petitioner's counsel traveled to California to participate in the arbitration hearing, and the Settlement Agreement was negotiated and signed by both parties in California.

Third, the Settlement Agreement contains the following provision:

5. The court reserves jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure 664.6 upon noticed motion of any party.

For these reasons, I enter the following Order of Court:

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ORDER OF COURT

On this 3<sup>rd</sup> day of June, 2014, it is hereby ORDERED that Petitioner's Petition to Enter Judgment on Arbitrator's Settlement Agreement is denied for the reasons set forth in the Memorandum accompanying this Order of Court.

BY THE COURT:

A handwritten signature in dark ink, appearing to be 'J. Wettick', written over a horizontal line.

WETTICK, J.