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Los Angeles Superior Court

APR 27 2007

John A. Clarke, Executive Officer/Clerk
By *D.M. Swain* Deputy
D.M. Swain

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 HANDPRINT ENTERTAINMENT LLC,
a Delaware Limited Liability Company,

11 Plaintiff,

12 v.

13 JENNIFER LOVE HEWITT, an individual;
14 and DOES 1 through 10, inclusive,

15 Defendants.
16

Case No.

BC370264

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. INDUCEMENT OF BREACH OF CONTRACT;
3. UNJUST ENRICHMENT; AND
4. DECLARATORY RELIEF

1 Plaintiff Handprint Entertainment LLC (“Handprint”) alleges as follows:

2 **I. INTRODUCTION**

3 1. Jennifer Love Hewitt (“Love Hewitt”) currently stars in the hit television show,
4 “The Ghost Whisperer,” in which she plays a young woman with the unique ability to talk to
5 “earth bound spirits” who seek help in “resolving unfinished business with the living.” In real life,
6 however, Love Hewitt is having troubles “resolving unfinished business with the living.”
7 Listening to the tortious whispers of her new manager, Love Hewitt has breached – without any
8 legal excuse – her contractual obligation to pay commissions to her former manager, Handprint.

9 2. In 2002, Love Hewitt entered into an oral agreement with Handprint whereby she
10 agreed to pay Handprint 10% in commissions on all monies earned from deals completed or
11 substantially negotiated during Handprint’s tenure as her manager (the “Contract”). At all relevant
12 times, Love Hewitt was represented by talent agents at The Endeavor Agency and by a prominent
13 entertainment lawyer. To prevent Love Hewitt from avoiding paying commissions simply by
14 changing managers, the Contract further provides that to the extent that any of these deals required
15 work to be done by Love Hewitt after Handprint’s tenure as her manager, the obligation to pay the
16 10% commission on all earned monies would continue. Such deals include her role on “The
17 Ghost Whisperer,” which returned Love Hewitt to national prominence as a television star. Love
18 Hewitt paid without objection and in full compliance with the Contract for the first season of “The
19 Ghost Whisperer.” Despite Handprint’s key contributions to the resurrection of her career, Love
20 Hewitt has now decided to deny falsely the existence of The Contract and refused to pay
21 commissions owed to Handprint.

22 3. Love Hewitt’s own actions prove her culpability: she acknowledged her
23 contractual obligations by paying Handprint its 10% commission on monies earned for her work
24 on the entire first season of “The Ghost Whisperer, “ even after she fired Handprint as her
25 manager. California law requires that even television stars comply with contract law. Love
26 Hewitt “knows what she did last season”, and knows that she owes Handprint its 10% commission
27 this season too.

1 **II. THE PARTIES**

2 4. Handprint, is, and at all relevant times was, a limited liability corporation,
3 organized under the laws of Delaware and registered to do business in the State of California, with
4 its principal place of business in the County of Los Angeles, State of California.

5 5. Defendant Love Hewitt is an individual who, at all times mentioned herein, was a
6 resident in the County of Los Angeles, State of California.

7 6. Handprint is unaware of the true names and capacities of the defendants named
8 herein as Does 1 through 10, inclusive, and therefore sues said Doe defendants by such fictitious
9 names. Handprint is informed and believes, and thereon alleges, that each of the fictitiously
10 named defendants is responsible in some manner for the occurrences herein alleged and that
11 Handprint's damages were proximately caused by such defendants. Handprint will seek leave to
12 amend this complaint to allege said defendants' true names and capacities, together with such
13 other allegations as are appropriate, when they are ascertained.

14 **III. FACTS RELEVANT TO ALL CAUSES OF ACTION**

15 7. In or about February 2005, Love Hewitt contracted with Touchstone Television
16 Productions to work on "The Ghost Whisperer," a television series that has returned Love Hewitt
17 to national prominence as a television star. The seven-year contract for her services was entered
18 into while she was managed by Handprint.

19 8. In March 2005, Love Hewitt terminated her relationship with Handprint.
20 Simultaneously, Dannielle Thomas ("Thomas"), who was employed by Handprint, terminated her
21 employment with Handprint and was hired by Love Hewitt as her new "manager." In that
22 capacity, Thomas, acting as Love Hewitt's new manager, confessed that she had no rights to
23 commissions from Love Hewitt, either present or future, for her work on "The Ghost Whisperer"
24 and that any such funds paid to Thomas or her company were to be delivered to Handprint (the
25 "Separation Agreement"). Concurrently, Love Hewitt affirmed her contractual obligation to
26 Handprint by having timely paid Handprint its 10% commission on earnings from her work, thus
27 far, in connection with "The Ghost Whisperer."

28 9. In May 2005, CBS announced that it would air the first season of "The Ghost

1 Whisperer.” Again, acknowledging her contractual obligation to Handprint, Love Hewitt, after
2 she fired Handprint as her manager, timely paid Handprint its 10% commission on monies earned
3 for her work on the complete 2005-2006 first season of “The Ghost Whisperer.”

4 10. In the summer of 2006, at the beginning of production for the 2006-2007 second
5 season of “The Ghost Whisperer,” Love Hewitt’s representatives approached Handprint and asked
6 it to renegotiate her obligation to pay Handprint its 10% commission on earnings from “The Ghost
7 Whisperer” so that she could pay her new “manager,” Thomas. Handprint refused to agree, but
8 renewed its offer to continue to render management services to Love Hewitt.

9 11. Love Hewitt rejected Handprint’s offer to continue its management services.
10 Despite having affirmed her obligation under the Contract by paying commission to Handprint for
11 the entire first season, Love Hewitt now refuses to pay Handprint its 10% commission on monies
12 generated from the second season of “The Ghost Whisperer.”

13 12. Disregarding Handprint’s numerous notices informing Love Hewitt of the terms of
14 the Separation Agreement with Thomas, Handprint is informed and believes that Love Hewitt has
15 paid Thomas commissions owed to Handprint, and induced Thomas to repudiate and breach the
16 Separation Agreement by withholding commissions owed to Handprint.

17 **FIRST CAUSE OF ACTION**

18 (Breach of Contract Against Love Hewitt)

19 13. Plaintiff Handprint incorporates paragraphs 1 through 12, inclusive, as though fully
20 set forth herein.

21 14. As described above, at all relevant times, Love Hewitt is contractually obligated
22 under the Contract to pay Handprint a 10% commission based on monies earned for services for
23 all deals completed or substantially negotiated during Handprint’s tenure as her manager. If Love
24 Hewitt worked on a job which she first obtained during Handprint’s tenure as her manager, she
25 would continue to be obligated to pay Handprint the 10% commissions.

26 15. Love Hewitt breached the Contract, by, among other things, refusing to pay
27 Handprint commissions in connection with “The Ghost Whisperer.” Love Hewitt entered into a
28 contract for services on “The Ghost Whisperer” during Handprint’s tenure as her manager.

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THIRD CAUSE OF ACTION

(Unjust Enrichment Against Love Hewitt and Does 1 through 10)

24. Plaintiff Handprint incorporates paragraphs 1 through 12, inclusive, as though fully set forth herein.

25. In providing management services for Love Hewitt, Handprint provided counsel and advice about important career decisions, *e.g.* choosing “The Ghost Whisperer” over other competing projects, and professional direction and support that conferred a benefit on Love Hewitt. Love Hewitt knowingly and willingly accepted the benefits of Handprint’s services and has now refused to compensate Handprint for the benefit conferred. As such, it would be inequitable for Love Hewitt to retain the benefits of Handprint’s work without compensating it duly and appropriately.

26. As a direct and proximate result of Love Hewitt’s actions, she has been unjustly enriched in an amount of no less than \$350,000.

FOURTH CAUSE OF ACTION

(Declaratory Relief Against Love Hewitt)

27. Handprint incorporates paragraphs 1 through 12, inclusive, as though fully set forth herein.

28. An actual, present, and justiciable controversy exists between Handprint and Love Hewitt in that Handprint contends that Love Hewitt has a continuing obligation to pay to Handprint a 10% commission with respect to monies paid to her for work in connection with the “The Ghost Whisperer,” and Love Hewitt contends that she has no such obligation. Handprint therefore requests an order declaring that Love Hewitt has a continuing obligation to pay to Handprint a 10% commission with respect to monies paid to her in connection with her work on the “The Ghost Whisperer.”

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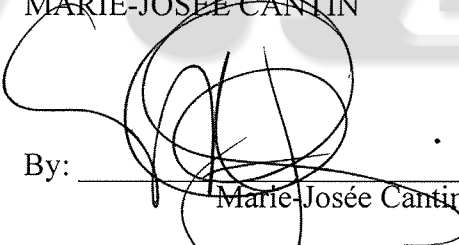
PRAYER FOR RELIEF

WHEREFORE, Handprint prays judgment against Defendants, and each of them, as follows:

1. As to the first, second, and third causes of action, damages in an amount of no less than \$350,000;
2. As to the second cause of action, punitive and exemplary damages in an amount to be determined at trial;
3. As to the fourth cause of action, an order declaring that Love Hewitt has a continuing obligation to pay to Handprint a 10% commission with respect to any work in connection with "The Ghost Whisperer;"
4. For attorneys' fees;
5. For costs of suit herein incurred; and
6. For such other and further relief as the Court may deem just.

Dated: April 27, 2007

PROSKAUER ROSE LLP
BERT H. DEIXLER
MARIE-JOSÉE CANTIN

By:  _____
Marie-Josée Cantin

Attorneys for Plaintiff
HANDPRINT ENTERTAINMENT LLC