

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

WRIGHT ENTERTAINMENT GROUP,
LLC and WRIGHT ENTERTAINMENT
GROUP, INC.,

Plaintiffs,

vs.

CASE NO.:

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendants.

COMPLAINT

Plaintiffs, WRIGHT ENTERTAINMENT GROUP, L.L.C., and WRIGHT ENTERTAINMENT GROUP, INC., (hereinafter collectively referred to as "WEG" or "Plaintiffs") hereby sues Defendants, BRITNEY SPEARS and BRITNEY TOURING, INC. (hereinafter collectively referred to as "Defendants"), and alleges as follows:

1. This is an action for damages in excess of fifteen thousand dollars and no cents (\$15,000.00), exclusive of interest, costs and attorneys' fees.
2. Jurisdiction is founded upon § 48.181 and § 48.193 Florida Statutes and venue is proper pursuant to § 47.051.

3. At all times material hereto, Plaintiff, WRIGHT ENTERTAINMENT GROUP, INC., is, and was, a Florida corporation with its principal place of business in Orange County, Florida.

4. Beginning on June 6, 2001, Plaintiff, WRIGHT ENTERTAINMENT GROUP, L.L.C., is, and was, a Florida limited liability company with its principal place of business in Orange County, Florida.

5. Johnny Wright (hereinafter "Wright") is an individual who owns and controls WEG and has his principal place of business in Orlando, Florida.

6. Wright is a successful artist manager with extensive experience in the development of popular recording artists in the musical entertainment industry.

7. Defendant, BRITNEY SPEARS (hereinafter referred to as "SPEARS" and/or "Defendant"), is a resident of California. SPEARS has conducted business in the State of Florida during times relevant to this Complaint, including recording, touring and distributing merchandise.

8. Defendant, BRITNEY TOURING, INC. (hereinafter referred to as "BTI") is a Louisiana corporation doing business in Florida for, and on behalf of, SPEARS and BTI, and is registered to do business in Florida, had a registered agent in Florida, and filed Florida income tax returns at times relevant to this Complaint.

9. Upon information and belief, BTI is wholly owned and controlled by SPEARS as a "Controlled Entity" as defined by paragraph one (1) of the Personal Management Agreement (hereinafter the "Agreement" and attached hereto as Exhibit A) and BTI is both contractually and vicariously liable.

10. SPEARS formed and/or utilized other "Controlled Entities" at times relevant to the claims herein to generate Gross Receipts, including but not limited to: Britney Brands, Inc. formed on March 18, 1999; Britney Films, Ltd., formed on April 17, 2000; Britney Television, LLC, formed on September 12, 2000; The Britney Spears Foundation formed on October 5, 2001; Britney On-Line, Inc. formed on October 18, 2001; Britney Management Corporation formed on August 27, 2002; One More Time Music, Inc.; and SJB Revocable Trust (hereinafter collectively referred to as the "Controlled Entities").

11. Laurence Rudolph is an individual (hereinafter referred to as "Rudolph") having his principal place of business in New York City, New York, who acted as SPEARS' attorney and co-manager.

12. In or around January 1999, SPEARS, after consulting with her attorney Rudolph, entered into the Agreement with Wright's company, WEG, pursuant to which WEG would manage SPEARS.

13. On or about September 19, 2000, SPEARS executed and delivered a ratification of, and amendment to, the Agreement when SPEARS reached the age

of majority. (Exhibit B, "Ratification").

14. In further performance of the Agreement with SPEARS, Wright and WEG continued to manage SPEARS, utilizing WRIGHT ENTERTAINMENT GROUP, LLC.

15. In further reliance upon SPEARS' inducements, WEG engaged in talent development and management, tour planning and execution, and other services on behalf of SPEARS' tour company, BTI, and the Controlled Entities.

16. Pursuant to the Agreement, WEG agreed to manage SPEARS for a period of one (1) year with annual renewals.

17. WEG agreed to:

- a. Develop and manage SPEARS, emphasizing musical entertainment opportunities for SPEARS;
- b. Market the trademark "Britney Spears" with the cooperation and participation of SPEARS, and her licensing company, Signatures Network, Inc. via her Controlled Entity, Britney Brands, Inc.;
- c. Negotiate licensing opportunities for the utilization of the "Britney Spears" brand;
- d. Consult on, develop and manage SPEARS' tours through BTI; and
- e. Negotiate amendments to SPEARS recording agreement for additional advances and higher royalties.

18. For WEG'S services as manager of SPEARS, and in consideration for WEG'S promise to devote its efforts to SPEARS, she promised to pay WEG management commissions based upon a percentage of the "Gross Receipts" (as defined in paragraph 6 of the Agreement – Exhibit A), including, but not limited

to, revenue from record sales royalties, from merchandise endorsed or sublicensed by SPEARS, and from tours performed by SPEARS, BTI, and the Controlled Entities.

19. On February 21, 2001, SPEARS, after consulting with her attorney Rudolph, signed an amendment extending the Agreement (Exhibit C, "Amendment"), to provide a termination date of February 20, 2003, and a "sunset" on payment of commissions to February 20, 2008.

20. In performance of, and in further reliance upon, the amended Agreement, WEG continued managing SPEARS.

21. SPEARS, Wright, and WEG reposed trust in each other to act as fiduciaries, independently of, and in addition to, the obligations and duties under the Agreement, and SPEARS undertook the duties of a fiduciary.

22. Upon acceptance of the initial Agreement, the subsequent Ratification, and the Amendment, WEG justifiably and reasonably believed, and relied upon, SPEARS' representations that WEG would co-manage, produce and control all aspects of SPEARS' career, along with SPEARS' attorney, Rudolph. SPEARS and her representatives made these representations and inducements to WEG independently of the terms of the Agreement.

23. In reasonable and justifiable reliance upon SPEARS' representations that WEG would be entitled to payment of commissions on the Gross Receipts,

which included all of the business opportunities, revenues, income and profits generated by the promotion and merchandising of SPEARS and of the “Britney Spears” brand, WEG performed its duties under the Agreement with SPEARS and invested time and money for developing and managing SPEARS and the brand “Britney Spears.”

24. WEG also performed in reliance upon the representations and inducements of SPEARS made independently and in addition to the Agreement.

25. From 1999 to 2003, WEG conducted strategic marketing meetings, and negotiated recording agreement amendments and sub-licensing negotiations with various companies with the encouragement, approval, support and participation of SPEARS, BTI, and SPEARS' Controlled Entities.

26. All times relative thereto, and pursuant to the terms of the Agreement, WEG obtained the approval of and/or direct participation of SPEARS and BTI in these negotiations.

27. WEG negotiated amendments to SPEARS' recording agreement with Zomba, providing for additional advances and increased royalties, including the April 14, 2000 amendment for albums 4 through 8 (LPs 4, 8), which included “In the Zone” released in 2003, and “Greatest Hits – My Prerogative” released on November 9, 2004.

28. In or about December 2002, WEG negotiated, and SPEARS agreed to, a recording project with Sean "P. Diddy" Combs.

29. On or about February 20, 2003, pursuant to the terms of the Agreement, WEG'S obligation to perform management services under the Agreement with SPEARS terminated, and SPEARS continued to pay WEG under the "sunset" provision of the Agreement. The "sunset" provision provides that commissions would continue to be paid upon any contract "substantially negotiated during the term, or resulting in whole or in part from any services performed by Manager for Artist during the term." (¶ 7, Exhibit A).

30. WEG relied upon SPEARS' representation that, notwithstanding the termination, WEG should continue pursuing new projects, managing existing agreements, and that commission payments, pursuant to the Agreement, would continue.

31. Pursuant to the inducements of SPEARS, BTI and their representatives to WEG, WEG continued to pursue business opportunities for SPEARS and with the direct participation and/or approval of SPEARS and BTI.

32. On November 18, 2003, SPEARS' Zomba album, "In the Zone," was released, and in 2004 SPEARS' Zomba album "Greatest Hits – My Prerogative" was released (LPs 3 and 4).

33. SPEARS has not accounted to, nor paid WEG its commissions for the Zomba advances secured by WEG for SPEARS' recording services on LPs 3 and 4, nor for commissions on royalties due to SPEARS for record sales which are the result of amendments to the contract entered into, substantially negotiated or resulting from the efforts of WEG during the term of the Agreement, pursuant to paragraph 7 of the Agreement (Exhibit A).

34. SPEARS, directly and via her Controlled Entities, continued to pay WEG its commissions on "LPs 1, 2, 3" (earlier albums recorded by SPEARS pursuant to the Zomba Recording Agreement) through December 26, 2006.

35. On or about November, 2003 representatives of WEG had discussions with representatives of SPEARS, and WEG was told that a new amendment to the Agreement was possible and that WEG would continue to receive its commissions.

36. WEG sent a request for earned commissions on record royalties for albums 2 and 3 (LPs 2, 3) and for an accounting under the Agreement, but SPEARS has failed to pay or properly account to WEG.

37. WEG also made good faith efforts to obtain complete accountings and audits from the inception of the Agreement with the various business managers hired and fired by SPEARS.

38. WEG sent additional requests to SPEARS in a good faith attempt to obtain audits, full accountings, and commissions from SPEARS. WEG'S

