

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

WILLIAM MORRIS ENDEAVOR
ENTERTAINMENT, LLC,

Plaintiff,

v.

GERALDO RIVERA and MARAVILLA
PRODUCTIONS CO., INC.,

Defendants.

INDEX NO:


SUMMONS

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

This action will be heard in the Supreme Court of the State of New York in and for the County of New York. The bases of the venue are plaintiff's designation, the county of defendants' residence, and the county of plaintiff's place of business in New York State (1325 Avenue of the Americas, New York, NY 10019).

Dated: September 24, 2013
New York, New York

PERKINS COIE LLP

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488 Madison Avenue
New York, New York 10022

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**WILLIAM MORRIS ENDEAVOR
ENTERTAINMENT, LLC'S
COMPLAINT**

Plaintiff William Morris Endeavor Entertainment, LLC, successor-in-interest to William Morris Agency, LLC, (collectively "WME"), by its attorneys, for its Complaint against Defendants Geraldo Rivera and Maravilla Productions Co., Inc., alleges, upon personal knowledge with respect to its own acts, and upon information and belief with respect to the acts of others, as follows:

PARTIES

1. WME is, and at all times material hereto has been, a limited liability corporation duly organized and operating under the laws of the State of Delaware, with its principal place of business located in the County of Los Angeles, State of California and with an office located in the County of New York, State of New York.

2. Upon information and belief, Defendant Geraldo Rivera ("Rivera") is, and at all times material hereto has been, an individual who is a citizen of the State of New York. Rivera is a host and commentator regularly working in the entertainment and news industry. Rivera is currently host of "Geraldo at Large" on Fox News Channel.

3. Upon information and belief, Defendant Maravilla Productions Co., Inc. (“Maravilla”) is, and at all times material hereto has been, Rivera’s personal services corporation. Maravilla is organized and operating under the laws of the State of New York, with its principal place of business located in the County of New York, State of New York. Rivera and Maravilla shall be collectively referred to herein as “Defendants.”

JURISDICTION AND VENUE

4. The Court has personal jurisdiction over Defendants under CPLR § 301 because Defendants are residents of New York and regularly do business there, and CPLR § 302(a) because this action arises out of Defendants’ transaction of business within New York.

5. Venue is proper under CPLR § 503 because WME is a foreign corporation authorized to transact business within the State of New York, having an office located within the County of New York, and based upon Defendants’ residence in New York, and CPLR § 509 because Plaintiff has designated New York County as venue.

GENERAL ALLEGATIONS

6. WME represented Defendants for nearly 25 years. During that time, WME guided and assisted Rivera’s career as he rose from a news correspondent to a household name, serving as host of several television shows and specials. The first written agreement between the parties is dated October 14, 1985 and had a term of three years (“1985 Letter Agreement”). Under the 1985 Letter Agreement, WME represented Defendants “in all branches of the entertainment, publishing and communications fields and media, including, but not limited to, merchandising, testimonials and commercial tie-up rights, and publication rights.” In return, Defendants agreed to pay WME “as and when received by me, or on my behalf, or by any person, firm or corporation owned and/or controlled by me, directly or indirectly,” commissions

in an amount equal to ten percent (10%) “of the gross compensation and/or other consideration paid, whether during or after the term hereof, and without deduction of any kind, pursuant to any contract negotiated during the term of this agreement ..., and any and all extensions, renewals, modifications, substitutions for and additions to such contracts whenever made and whether procured by you [WME], me [Defendants] or any third party.”

7. On or about July 6, 1988, WME and Defendants entered into a subsequent written agreement expressly extending the 1985 Agency Agreement on the same terms as conditions for an additional three years commencing October 14, 1988 (“1988 Extension”). The parties also entered into a side letter, which excluded certain areas of representation that are not relevant to the current dispute.

8. On or about August 12, 1991, WME and Defendants entered into a subsequent written agreement expressly extending the 1985 Agency Agreement, as amended and extended on July 6, 1988, on the same terms as conditions for an additional three years commencing October 14, 1991 (“1991 Extension”).

9. In or around September 1994, WME and Defendants entered into a subsequent written agreement expressly extending the 1985 Agency Agreement, as amended and extended from time to time, on the same terms as conditions for an additional three years commencing October 14, 1994 and also clarified that the 1985 Agency Agreement shall apply to interactive media (“1994 Extension”).

10. The term of the 1994 Extension expired on October 14, 1997. However, WME and Defendants further extended their agency relationship, by express agreement and express and implied conduct, on the same terms and conditions set forth in the 1985 Agency Agreement, as extended by the 1988, 1991 and 1994 Extensions, with the only exception being that rather

than having a fixed three-year term, the talent agency agreement between the parties would continue until expressly terminated by either WME or Defendants (the "Agency Agreement"). The existence and terms of the Agency Agreement, as extended and amended, are evidenced by, among other things, the 1985 Letter Agreement, the 1988 Extension, the 1991 Extension and the 1994 Extension; the conduct of the parties; the correspondence and communications between WME, on the one hand, and Defendants and their representatives, on the other; WME's communications with third-parties, including Fox News, on behalf of Defendants; WME's invoices for commissions sent to Defendants and their representatives; and Defendants' history of commission payments to WME.

11. During the term of the Agency Agreement, WME represented Defendants in connection with Defendants' agreements with Fox News Network ("Fox News"). In or around June, 2005, during the term of the Agency Agreement, Defendants entered into a four-year agreement with Fox News ("Fox News Agreement"). In or around January 25, 2009, WME was able to renegotiate the Fox News Agreement by, among other things, increasing the duration to five-years. As a result, Defendants' contract with Fox News Agreement was extended through December 31, 2011. Under the terms of the Agency Agreement, Defendants became obligated to pay WME commissions in the amount of ten percent (10%) of the gross compensation paid under the Fox News Agreement, whether that compensation was paid during or after the term of the Agency Agreement, as well compensation paid under "any and all extensions, renewals, modifications, substitutions for and additions to such contracts whenever made and whether procured by you [WME], me [Defendants] or any third party."

12. Defendants began paying commissions on the compensation earned under the Fox News Agreement, at the 10% rate specified in the Agency Agreement, thereby acknowledging

their obligations under the Agency Agreement, which obligated Defendants to continue paying commissions to WME on the Fox News Agreement for its full duration through December 2011.

13. Although Defendants paid commissions to WME on the Fox News Agreement for a time, the last payment WME received from Defendants was in January 2010. After the Fox News Agreement concluded, WME wrote a letter to Defendants demanding payment of the commission balance due. On December 11, 2012, Defendants' attorney responded stating, among other things, Rivera denies any responsibility for commissions due to WME.

14. Defendants owe WME commissions on the Fox News Agreement, in an amount that exceeds the minimum amount necessary for the Court to have jurisdiction over this action. WME has invoiced Defendants for this amount but Defendants have failed and refused, and continue to fail and refuse, to pay the commissions due.

CAUSES OF ACTION

FIRST CAUSE OF ACTION (Breach of Contract)

15. WME repeats and realleges each of the allegations set forth within paragraphs through 14, above, and the same are incorporated herein by reference.

16. WME has fully performed each of the promises, covenants and conditions to be performed by it under the Agency Agreement, except to the extent such performance was prevented or excused by Defendants.

17. Defendants breached the Agency Agreement by failing and refusing to pay WME commissions in an amount equal to ten percent (10%) of any compensation that has been received by or on behalf of Defendants under the Fox News Agreement.

18. By reason of the foregoing, WME has been damaged in the amount according to proof at trial, together with interest thereon at the legal rate.

**SECOND CAUSE OF ACTION
(Quantum Meruit)**

19. WME repeats and realleges each of the allegations set forth within paragraphs 1 through 14, above, and the same are incorporated herein by reference.

20. WME has provided work, labor and services to Defendants, including, without limitation, representing Defendants in connection with the negotiation of the Fox News Agreement. Defendants knew that this work, labor and services was provided by WME, and used, enjoyed and accepted the benefit of such work, labor and services.

21. Defendants paid WME commissions of ten percent (10%) of the gross compensation paid under the Fox News Agreement, but ceased doing so. Defendants have failed and refused to pay WME such commissions through the conclusion of the Fox News Agreement, and the entire sum remains due, owing and unpaid, although WME reasonably expected to receive such commissions and demand for such commissions has been made.

22. As a direct result of Defendants' failure and refusal to pay WME for its work, labor and services rendered, WME has been deprived of the fair and reasonable value of the services it provided to Defendants, and has therefore been damaged in an amount according to proof at trial, plus interest at the legal rate.

**THIRD CAUSE OF ACTION
(Unjust Enrichment)**

23. WME repeats and realleges each of the allegations set forth within paragraphs 1 through 14, above, and the same are incorporated herein by reference.

24. At Defendants' request, WME provided valuable services and benefits to Defendants, including in with the negotiation of the Fox News Agreement.

25. As a result of such services and benefits provided by WME, Defendants entered into the Fox News Agreement and became entitled to substantial compensation under it.

26. Defendants' enrichment was at WME's expense, as WME reasonably expected to be compensated for its services at a rate of ten percent (10%) of the gross compensation paid under the Fox News Agreement for the duration of said contract.

27. Defendants paid WME commissions of ten percent (10%) of the gross compensation paid under the Fox News Agreement, but ceased doing so. Defendants have failed and refused to pay WME such commissions through the conclusion of the Fox News Agreement, and the entire sum remains due, owing and unpaid, although demand therefore has been made.

28. Under the circumstances, equity and good conscience require Defendants to pay to WME the reasonable value of its services, in an amount according to proof at trial, plus interest at the legal rate.

PRAYER FOR RELIEF

WHEREFORE, WME prays for and requests relief as follows:

1. On all causes of action, for damages in the amount according to proof at trial, in excess of the minimum amount necessary for the Court to have jurisdiction over this action, against Defendants, plus interest at the legal rate;
2. On all causes of action, for costs of suit herein; and
3. For such other and further relief as the Court may deem just and proper.

Dated: September 24, 2013
New York, New York

PERKINS COIE LLP

By:  _____

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