

ORIGINAL
LOS ANGELES SUPERIOR COURT

MAY 13 2009

JOHN A. CLARKE, CLERK

Andre Williams
BY ANDRE WILLIAMS, DEPUTY

CASE MANAGEMENT CONFERENCE

AUG 31 2009

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7 CRAIG J. NEVIUS; WINDMILL ENTERTAINMENT LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, WEST DISTRICT

10

11 CRAIG J. NEVIUS, an individual; WINDMILL
12 ENTERTAINMENT LLC, a California limited
liability company,

Case No. **SC103096**

COMPLAINT FOR:

13 Plaintiffs,

- (1) DECLARATORY RELIEF
- (2) INTENTIONAL INTERFERENCE WITH CONTRACT;
- (3) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

14 vs.

15 RICHARD B. FRANCIS, an individual; RYAN
16 O'NEAL, an individual; ALANA STEWART, an
individual; DOES 1 through 10, inclusive,

17 Defendants.

DEMAND FOR JURY TRIAL

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INTRODUCTION

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20 1. This lawsuit is brought by plaintiffs CRAIG J. NEVIUS and WINDMILL
21 ENTERTAINMENT LLC (collectively, "Plaintiffs") against defendants RICHARD B. FRANCIS,
22 RYAN O'NEAL, ALANA STEWART, and DOES 1-10 (collectively "Defendants") for tortious
23 acts that have caused Plaintiffs serious, if not irreparable damage. In particular, Defendants have
24 conspired with one another to willfully abuse their respective positions of trust vis-à-vis Farrah
25 Fawcett, to assert rights and privileges that they do not have. In so doing, Defendants have pursued
26 their own individual interests contrary to Ms. Fawcett's stated desires, and thereby interfered with
27 Nevius's and Windmill's contractual relations and rights.

28

1 **PARTIES**

2 2. Plaintiff Craig J. Nevius ("Nevius") is, and at all times material hereto was, an
3 individual residing in the County of Los Angeles, State of California. Nevius is a founder, member,
4 co-owner, co-manager, and the acting manager of Sweetened By Risk LLC ("SBR"), a California
5 limited liability company.

6 3. Plaintiff Windmill Entertainment LLC ("Windmill") is, and at all times material
7 hereto was, a limited liability company organized and existing under the laws of the State of
8 California, with its principal place of business in the County of Los Angeles, State of California.
9 Windmill is a production company that develops and produces television programs and filmed
10 entertainment. Nevius is the sole managing member of Windmill.

11 4. Plaintiffs are informed and believe and based thereon allege that defendant Richard
12 B. Francis ("Francis") is, and at all times material hereto was, an individual residing in the County
13 of Los Angeles, State of California. Plaintiffs are informed and believe and based thereon allege
14 that Francis is the business manager of Farrah Fawcett. Plaintiffs are informed and believe and
15 based thereon allege that Francis is also the business manager of Ryan O'Neal.

16 5. Plaintiffs are informed and believe and based thereon allege that defendant Ryan
17 O'Neal ("O'Neal") is, and at all times material hereto was, an individual residing in the County of
18 Los Angeles, State of California. Plaintiffs are informed and believe and based thereon allege that
19 O'Neal is Ms. Fawcett's former boyfriend.

20 6. Plaintiffs are informed and believe and based thereon allege that defendant Alana
21 Stewart ("Stewart") is, and at all times material hereto was, an individual residing in the County of
22 Los Angeles, State of California.

23 7. Plaintiffs are unaware of the identities, whether corporate, individual or otherwise,
24 of defendants named herein as Does 1 through 10, inclusive, and therefore sue said defendants by
25 such fictitious names. Plaintiffs will amend this Complaint to state the true names and capacities
26 when same has been ascertained.

1 **I. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 **A. Background of the Parties**

3 8. For years, Farrah Fawcett, the world famous actress, rejected overtures from
4 networks and production companies to appear in a reality show about her life. However, in 2004,
5 Ms. Fawcett agreed to star in "Chasing Farrah," a reality television series that chronicled her life
6 produced by Nevius after Nevius pitched his creative concept and assured her that her image would
7 be protected.

8 9. As a result of the experience of working with Nevius on "Chasing Farrah", Fawcett
9 entrusted him with many of her most personal and sensitive matters, and Nevius has been a trusted
10 friend and confidant ever since.

11 10. Based upon this relationship of trust and understanding, Ms. Fawcett and Nevius
12 decided to produce a televised documentary about her battle with cancer, in the form of a video
13 diary of home movies told from Ms. Fawcett's point of view.

14 11. Pursuant to Ms. Fawcett's desire to create a televised documentary based on her
15 home movies, on April 1, 2008, Ms. Fawcett and Nevius executed the Sweetened By Risk LLC
16 Agreement (the "SBR Agreement"), whereby they organized and created SBR. Pursuant to the
17 SBR Agreement and other documents, Nevius is a founder, member, co-owner, co-manager, and
18 now the acting manager of SBR.

19 **B. The SBR Agreement**

20 12. Pursuant to Paragraph 1 of the SBR Agreement, the purpose of the LLC is to
21 develop, produce, distribute and/or license a documentary film entitled "A Wing and A Prayer" to
22 be based on Ms. Fawcett's home movies (the "Program"). A true and correct copy of the SBR
23 Agreement, with personal or identifying information redacted, is attached hereto as Exhibit "A".

24 13. Paragraphs 3 and 5 state that Nevius and Windmill invested the original capital for
25 the operation of SBR.

26 14. Pursuant to Paragraph 7, Ms. Fawcett is the Manager and Chief Executive Officer of
27 SBR, and Nevius is the Co-Manager.

28 15. Nevius is also a member and co-owner of SBR.

1 16. Paragraph 7 also provides that

2 Nevius shall have the right and the responsibility to
3 assume Ms. Fawcett's role as Manager of the LLC if
4 (A) Fawcett becomes too ill to function (for any
5 prolonged period of time) or (B) Fawcett is otherwise
6 unavailable due to failing health (for a prolonged
7 period of time) or (C) Fawcett is unable to
8 communicate her instructions and/or her decisions
9 for any reason whatsoever (for a prolonged period of
10 time).

11 17. The SBR Agreement has no provisions that might allow Ms. Fawcett the right or
12 authority to appoint any other person manager or CEO of SBR.

13 18. Pursuant to Paragraph 8, Defendant Stewart is a non-managing member of the LLC.

14 19. Defendants Francis and O'Neal are not parties to the SBR Agreement, nor are they
15 members of the LLC.

16 20. Ms. Fawcett and Nevius are the only signatories to the SBR Agreement.

17 21. SBR licensed the Program to NBC Entertainment and agreed that the airdate of the
18 Program would be mutually agreed upon.

19 **C. Production of "A Wing and A Prayer"**

20 22. For over two years, Nevius worked closely with Ms. Fawcett on the Program,
21 filming and/or overseeing the filming of intimate details of her cancer treatment and her
22 determination to take control of her life. During every step of the process, Nevius always tried to
23 effectuate Ms. Fawcett's desires regarding the Program all the while protecting her privacy and the
24 contents of the tapes she turned over to him (and/or instructed Stewart to turn over to him). Ms.
25 Fawcett's stated requirements regarding the Program include, but are not limited to: that it not have
26 "talking heads" reminiscing about Ms. Fawcett in the past tense; that it not be about Ms. Fawcett's
27 relationship with O'Neal; that O'Neal not be a producer on the Program; that Stewart receive a "co-
28 producer" credit on the Program.

29 23. Despite Ms. Fawcett's and Nevius's close collaboration on effectuating Ms.
30 Fawcett's vision for the Program, Defendants began to take actions to wrongfully interfere with
31 Nevius's contractual relationship with Ms. Fawcett and SBR.

1 24. In September 2008, O'Neal contacted Nevius and demanded that Nevius relinquish
2 control of SBR and the Program to a producer of O'Neal's choosing. When Nevius respectfully
3 declined, O'Neal physically threatened him.

4 25. In or about March 2009, Ms. Fawcett's illness grew worse, such that she was
5 unavailable and unable to function and/or communicate her instructions and/or her decisions for a
6 prolonged period of time.

7 26. On April 3, 2009, Stewart contacted Nevius and stated Ms. Fawcett was not doing
8 well. Stewart then told Nevius that she [Stewart] would not sign the contract she had previously
9 agreed to with Ms. Fawcett and Nevius. Stewart demanded that her pay be doubled and she be
10 given a "producer" credit or she would not deliver video footage of Ms. Fawcett that she had shot
11 for the Program.

12 27. On information and belief, in April 2009, Francis wrongfully communicated with
13 third parties, including NBC, and requested that they not pay SBR's invoices.

14 28. In or about April 2009, Francis wrongfully claimed to Nevius that he [Francis] and
15 O'Neal had purported authority to manage SBR. On information and belief, Francis and O'Neal
16 made similar wrongful representations to third parties, including NBC.

17 29. On information and belief, in April and May 2009, Francis and O'Neal made
18 wrongful communications to NBC regarding creative decisions over the Program.

19 30. In April 2009, Francis claimed rights under a legally invalid document that
20 purported to give him and O'Neal rights in SBR and the Program, contrary to the SBR Agreement.
21 A true and correct copy of the document Francis claimed rights under is attached hereto as Exhibit
22 "B".

23 31. In April 2009, Francis made additional threats of physical violence against Nevius.

24 32. Throughout April and May 2009, Nevius requested that he be allowed to see or talk
25 to Ms. Fawcett, to check on her health and see if her needs were being met. All of his requests
26 were denied by Francis.

27 33. On information and belief, in or about April 2009, NBC scheduled to air the
28 Program based upon conversations with Francis and O'Neal.

1 **FIRST CAUSE OF ACTION**

2 (Declaratory Relief Re the SBR Agreement)

3 34. Plaintiffs repeat and reallege each allegation contained in paragraphs 1 through 33
4 of this Complaint as if fully set forth herein.

5 35. Based upon the foregoing, declaratory relief is required to establish the parties'
6 rights and obligations under the SBR Agreement, particularly with respect to Nevius's exclusive
7 management authority.

8 36. An actual controversy has arisen and now exists between Plaintiffs Nevius and
9 Windmill, on the one hand, and Defendants Francis and O'Neal, on the other, concerning who has
10 management authority in light of Ms. Fawcett's current medical condition.

11 37. The SBR Agreement provides that

12 Nevius shall have the right and the responsibility to
13 assume Ms. Fawcett's role as Manager of the LLC if
14 (A) Fawcett becomes too ill to function (for any
15 prolonged period of time) or (B) Fawcett is otherwise
16 unavailable due to failing health (for a prolonged
17 period of time) or (C) Fawcett is unable to
18 communicate her instructions and/or her decisions
19 for any reason whatsoever (for a prolonged period of
20 time).

21 38. Based on the foregoing, Nevius contends that he is the acting manager of SBR, with
22 sole and exclusive managerial authority regarding all of SBR's business affairs and SBR's creative
23 control over the Program.

24 39. Plaintiffs are informed and believe and thereon allege that Defendants deny that
25 Nevius is entitled to such relief.

26 40. Accordingly, Plaintiffs ask for a judicial determination regarding the parties'
27 respective rights and obligations under the SBR Agreement.

28 **SECOND CAUSE OF ACTION**

(Intentional Interference With Contractual Relations Against All Defendants)

41. Plaintiffs repeat and reallege each allegation contained in paragraphs 1 through 33
of this Complaint as if fully set forth herein.

1 42. As set forth above, the SBR Agreement between Nevius and Ms. Fawcett is a valid
2 and enforceable contract, of which Defendants have knowledge.

3 43. Defendants Francis and O'Neal have disrupted Plaintiffs' contractual relationships
4 with Ms. Fawcett and SBR by, among other things, holding themselves out to third parties,
5 including NBC, as the managers of SBR with powers over its business affairs and creative control
6 over the Program.

7 44. Defendant Stewart has disrupted Nevius's contractual relationship with Ms. Fawcett
8 and SBR by, among other things, refusing to sign her contract with SBR, and trying to take
9 advantage of Ms. Fawcett's condition to force Nevius to pay her more money and give her a
10 different credit on the Program than previously agreed upon.

11 45. Defendants' acts were made with the intent to disrupt Plaintiffs' contractual
12 relationships with Ms. Fawcett and SBR.

13 46. As a consequence of Defendants' acts, Nevius and Windmill have been damaged in
14 an amount to be determined at trial.

15 47. Plaintiffs are informed and believe and based thereon allege that Defendants'
16 interferences with the SBR Agreement were willful, oppressive, fraudulent and malicious, and
17 were made for the purposes of depriving Nevius and Windmill of the benefits due them pursuant to
18 the SBR Agreement. As a result of Defendants' intentional and fraudulent acts as alleged
19 hereinabove, Plaintiffs are entitled to punitive and exemplary damages in a sum to be determined at
20 trial.

21 **THIRD CAUSE OF ACTION**

22 (Intentional Interference With Prospective Economic Advantage Against Francis and O'Neal)

23 48. Plaintiffs repeat and reallege each allegation contained in paragraphs 1 through 33
24 of this Complaint as if fully set forth herein.

25 49. As set forth above, an economic relationship existed between Plaintiffs and SBR.

26 50. Defendants Francis and O'Neal knew of Plaintiffs' economic relationships with
27 SBR.

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1 51. Defendants Francis and O'Neal intentionally engaged in wrongful conduct designed
2 to interfere with or disrupt the prospective economic advantage of Nevius and Windmill.

3 52. Nevius's and Windmill's economic relationships were actually interfered with or
4 disrupted by the wrongful actions of Defendants Francis and O'Neal.

5 53. As a direct and proximate cause of Defendants Francis's and O'Neal's wrongful
6 conduct, Plaintiffs' relationships and prospective economic advantages with SBR were damaged in
7 an amount to be determined at trial.

8 54. Defendants Francis's and O'Neal's wrongful conduct was willful, oppressive,
9 malicious and fraudulent, and for the purpose of disrupting and depriving Plaintiffs of the benefits
10 due them pursuant to their relationships and prospective economic advantages with SBR. As a
11 result of Defendants' intentional and fraudulent acts as alleged hereinabove, Plaintiffs are entitled
12 to punitive and exemplary damages in a sum to be determined at trial.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

15 **ON THE FIRST CAUSE OF ACTION**

16 1. For a judicial declaration that Nevius has the sole and exclusive authority to manage
17 SBR, including, but not limited to, the right to manage all of its business affairs and to exercise
18 creative control over the Program;

19 **ON THE SECOND CAUSE OF ACTION**

20 2. General and special damages in an amount to be determined according to proof at
21 trial;

22 3. Exemplary and punitive damages in an amount according to proof at trial;

23 **ON THE THIRD CAUSE OF ACTION**

24 4. General and special damages in an amount to be determined according to proof at
25 trial;

26 5. Exemplary and punitive damages in an amount according to proof at trial;

27 **ON ALL CAUSES OF ACTION**

28 6. Costs of suit as permitted by law;

- 1 7. Interest at the maximum legal rate as may be provided by law, and;
- 2 8. For such other relief as the Court deems just and proper.

3
4 DATED: May 13, 2009

LINER GRODE STEIN YANKELEVITZ
SUNSHINE REGENSTREIF & TAYLOR LLP

5
6 By 

Miles J. Feldman
Attorneys for Plaintiffs
CRAIG J. NEVIUS;
WINDMILL ENTERTAINMENT LLC

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SWEETENED BY RISK L.L.C. AGREEMENT

This L.L.C. AGREEMENT is made on April 1, 2008, between Farrah Fawcett ("Fawcett") and Craig J. Nevius ("Nevius").

1. NAME AND BUSINESS. The parties hereby form a limited liability company under the name of Sweetened By Risk L.L.C. ("L.L.C.") for the purposes of developing, producing and distributing/licensing a documentary currently entitled "A Wing and A Prayer" (based on Fawcett's home movies) which shall be owned and controlled by the aforementioned L.L.C. The principal mailing address of the business shall be

2. TERM. The L.L.C. shall begin on April 1, 2008 and shall be a continuation from the date of the initial shooting/development of the project (August-September 2006 and then May 14, 2007 onward).

3. INVESTMENT. The capital of the L.L.C. shall be contributed in the transfer of ownership of Fawcett's home movies to the company (and the rights contained therein) as well as in a development fund and creative investment by Nevius and his company, Windmill Entertainment L.L.C. A production account shall be maintained for Sweetened By Risk L.L.C. Both Fawcett and Nevius shall be allowed to withdraw and sign checks on this account - although Nevius must do so with Fawcett's knowledge and approval (or Fawcett's knowledge and approval of the production budget and the expenses/salaries connected therewith).

4. PROFIT AND LOSS. The net profits of the L.L.C. shall be paid to Fawcett as the Manager and Chief Executive Officer of the company or otherwise invested or disbursed as Fawcett sees fit. The net losses, if any, shall also be borne by Fawcett as the loss of partial salary or the loss of profit. This "loss of partial salary" or "the loss of profit" shall not include any previously T.B.D. fee owed or paid to Fawcett as an Executive Producer and/or for the right to use her name and likeness (ie: A Celebrity's Right to Publicity) in and/or in connection to the documentary

5. SALARIES AND DRAWINGS. Neither Fawcett or Nevius shall receive any salary for services rendered to the L.L.C. until the time of the first monies received in connection with the sale or licensing of the documentary. At this point, Fawcett will determine what salary to pay herself and Nevius for the administration and maintenance of Sweetened By Risk L.L.C. Also at this point, Sweetened By L.L.C. will reimburse Nevius' company, Windmill Entertainment L.L.C., for its previous cash investment (approximately \$25,000) in the documentary. Concurrently, Fawcett and Nevius shall enter into good

faith negotiations and, using accepted entertainment industry standards, determine what fee will be paid to Nevius and/or Windmill Entertainment L.L.C. as a Producer and/or Production Company (on behalf of Sweetened By L.L.C.) in order to complete and deliver (and/or assist in completing and delivering) the project. Fawcett will also determine her own fee as an Executive Producer and, separately, a fee for the use (and repeated use in subsequent licensing deals) of her name and likeness (i.e. A Celebrity's Right to Publicity or Fee for Talent). She also determines her own payment schedule in accordance with the cash flow from any potential licensee -- but not to the point of hampering payments to third parties as they relate to budgeted post production expenses and/or adhering to delivery deadlines.

6. **INTEREST.** No interest shall be paid on the initial contributions to the capital of the L.L.C. or on any subsequent contributions of capital.

7. **MANAGEMENT DUTIES AND RESTRICTIONS.** Fawcett and Nevius shall have detailed responsibilities and restrictions in the management of the L.L.C. Fawcett will be the Manager/Chief Executive Officer of the company and will make the final decisions on both business and creative matters. Nevius will serve as the Co-Manager of the company and will primarily be responsible for executing Fawcett's decisions. His role will also include making both business and creative recommendations to Fawcett in relation to the development, production, licensing and delivery of the documentary. Without the consent of Fawcett, Nevius shall not, on behalf of the L.L.C., borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the L.L.C. -- other than the type of property bought and sold in the regular course of its business. However, Nevius shall have both the right and the responsibility to assume Fawcett's role as Manager of the L.L.C. if A) Fawcett becomes too ill to function (for any prolonged length of time) or B) Fawcett is otherwise unavailable due to failing health (for a prolonged length of time) or C) Fawcett is unable to communicate her instructions and/or her decisions for any other reason whatsoever (for a prolonged length of time).

8. **MEMBERS.** Fawcett and Nevius agree that Alana Stewart ("Stewart") shall be a non-managing member in good standing of the L.L.C. and shall enjoy the same liability protection afforded to Fawcett and Nevius by virtue of this agreement and any relating insurance policy entered into by the L.L.C. In consideration of her commitment and investment of time in the documentary, Stewart shall receive a flat fee (TBD by Fawcett) at the time of the first or second monies received in connection with the sale and/or licensing of the documentary. Fawcett and Nevius further agree that other non-managing members may be added to the L.L.C. upon mutual agreement in the future.

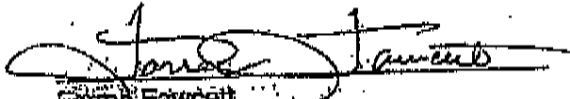
9. BANKING. All funds of the L.L.C. shall be deposited in its name in such checking account or accounts as shall be designated by Fawcett and Nevius.

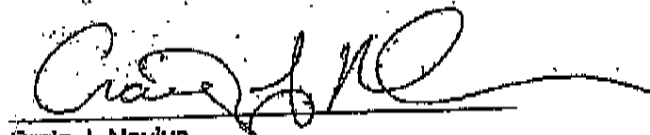
10. BOOKS. The L.L.C. books shall be maintained at Windmill Entertainment L.L.C. and both Fawcett and Nevius shall, at all times, have access thereto upon request.

11. VOLUNTARY TERMINATION. The L.L.C. may be dissolved at anytime by Fawcett in which case Nevius shall aid Fawcett with reasonable promptness to liquidate the business of the L.L.C. in the manner that she sees fit.

12. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Executed this April 1, 2008 in Los Angeles, CA.


Farrah Fawcett,
Manager & C.E.O.


Craig J. Nevius,
Co-Manager

**APPOINTMENT OF CHIEF EXECUTIVE OFFICER and
DELEGATION OF RIGHTS**

Appointment of Chief Executive Officer:

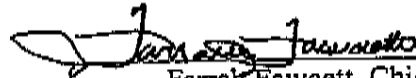
Pursuant to the Operating Agreement (the "Agreement") of Sweetened By Risk LLC (the "Company"), the undersigned, as Chief Manager of the Company, hereby appoints Richard B. Francis as the Chief Executive Officer of the Company and hereby delegates to Richard B. Francis as Chief Executive Officer the full power and authority to take all actions the Chief Manager is authorized to take on behalf of the Company pursuant to the Agreement or under California law. This appointment is effective as of the date set forth below and shall continue until the appointment of Richard B. Francis is revoked by the undersigned.

Delegation of Rights:

The undersigned, in her individual capacity, hereby delegates to Ryan O'Neal all of her rights, whether under the Agreement, any other agreement or under law, to exercise full artistic and creative control of the production currently entitled "A Wing and A Prayer" (the "Project") to be produced by the Company, including without limitation, the content, the editing, and each and every version to be provided to any third party, specifically including the final version. This delegation of rights is effective as of the date set forth below and shall continue until this designation of rights to Ryan O'Neal is revoked by the undersigned.

Dated: April 20, 2009

Farah Fawcett, in her capacity as Chief
Manager and Individually



Farah Fawcett, Chief Manager of
Sweetened By Risk LLC and
Individually