

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

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WILLIAM MORRIS ENDEAVOR	:
ENTERTAINMENT, LLC,	: INDEX NO.
	:
Plaintiff,	:
-against-	: <b>SUMMONS</b>
	:
AMANDA DRURY,	: <u>JURY TRIAL DEMANDED</u>
Defendant.	:
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**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 defendant's residence, and the county of plaintiff's place of business in New York State.

Dated: New York, New York  
September 6, 2012

**PERKINS COIE LLP**



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

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WILLIAM MORRIS ENDEAVOR :  
ENTERTAINMENT, LLC, : INDEX NO.  
 :  
Plaintiff, :  
 : **COMPLAINT**  
-against- : **JURY TRIAL DEMANDED**  
AMANDA DRURY, :  
 :  
Defendant. :  
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Plaintiff William Morris Endeavor Entertainment, LLC, by and through its attorneys, Perkins Coie LLP, hereby alleges as follows:

**INTRODUCTION**

1. This dispute arises out of the relationship between William Morris Endeavor Entertainment, LLC (“WME”), a talent agency, and Amanda Drury (“Defendant”), a news anchor currently appearing on CNBC in the United States (“CNBC”). WME seeks to recover commissions owed by Defendant as consideration for WME’s representation of her in connection with her lucrative four-year contract with CNBC. Defendant acknowledged her commission obligation in writing and made several commission payments to WME. However, Defendant subsequently terminated WME and unjustifiably refuses to pay the remaining commissions due, prompting WME to file this action.

**PARTIES**

2. Plaintiff WME is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in the County of Los Angeles, State of California. WME maintains an office in New York, New York.

3. Upon information and belief, Defendant is an individual residing in New York, New York.

### FACTS

4. On or about October 6, 2009, Defendant engaged WME as her talent agency with respect to a possible employment contract between Defendant and CNBC. The terms of the agency agreement between Defendant and CNBC were discussed between them and are reflected in and evidenced by several writings, including emails, invoices and other documents exchanged between the parties, as well as personal handwritten notes and checks signed by Defendant (the "Agency Agreement"). Under the terms of the Agency Agreement, Defendant agreed to pay WME commissions in an amount equal to 10 percent (10%) of the gross compensation paid under contracts within the scope of WME's representation for so long as she continues to be entitled to receive such compensation. In agreeing to these terms, Defendant sought and received confirmation that under the terms of the Agency Agreement, if she did not enter into the CNBC contract, she would not be obligated to pay any commissions with respect to it.

5. WME represented Defendant in her negotiations with CNBC in October 2009. WME's efforts culminated in a final offer from CNBC for Defendant's services on CNBC in the United States, but Defendant declined the offer on October 23, 2009. She was nonetheless appreciative of WME's efforts on her behalf, stating in an email: "I can't thank you enough for representing me in this negotiation, and I'm very sorry it didn't come to fruition this time around. I hope the door truly is open still [to join CNBC in the United States], and that we can make something work down the line."

6. As hoped, CNBC remained interested in Defendant and in January 2010 restarted the negotiations. At Defendant's instruction, WME continued its representation of her under the

terms of the Agency Agreement. This time, WME was able to obtain an offer that was acceptable to Defendant. On or about February 4, 2010, Defendant accepted CNBC's offer and thanked WME for a job "well done."

7. On or about March 3, 2010, Defendant and CNBC signed an employment contract, which has a four-year term commencing on or about April 3, 2010, and running through April 2, 2014 (the "CNBC Contract"). Under the CNBC Contract, Defendant became entitled to receive guaranteed annual compensation for each year of the four-year term.

8. Under the Agency Agreement, Defendant therefore became obligated to pay WME commissions equal to ten percent (10%) of the gross compensation paid and/or payable under the CNBC Contract.

9. In or about May 2010, Defendant moved to New York and began working at CNBC under the CNBC Contract. Defendant expressly reconfirmed her obligation to pay WME commissions in an amount equal to 10 percent (10%) of the gross compensation paid under the CNBC Contract for so long as she continues to receive such compensation, as she was obligated to do under the Agency Agreement. In July 2010, WME presented Defendant with written agreements that would have made WME her exclusive agent for two years. On or about September 14, 2010, Defendant sent an email to WME advising that she preferred not to sign a new written agreement with WME. However, in the same email, Defendant again confirmed her ongoing commission obligation to WME with respect to the CNBC Contract, stating: "I am nonetheless happy to pay 10% on the CNBC Contract you negotiated in March, and will transfer your commission to date. . . . And of course, if at my request, WME negotiates any other [projects], WME will be entitled to commission on that."

10. Pursuant to the terms of the Agency Agreement, Defendant paid WME

commissions in an amount equal to ten percent (10%) of the compensation she received under the CNBC Contract from its inception through on or about December 15, 2010. WME sent Defendant invoices calculating the amount of commissions due as ten percent (10%) of the compensation paid to her under the CNBC Contract, and Defendant paid commissions accordingly. Defendant paid commissions by personal check made payable to WME with the notation that the payment was for “commission.” Along with these payments, Defendant included personal handwritten notes again stating that the payments were for commissions. One such personal note is dated October 28, 2010 and states in Defendant’s handwriting that the commission payment was made “With compliments!”

11. WME continued to represent Defendant with respect to the CNBC Contract until December 15, 2010 (or thereabout), when Defendant abruptly terminated her agency relationship with WME. On or about December 17, 2010, WME sent a letter to Defendant confirming that pursuant to her termination of the agency relationship on December 15, 2010, WME would no longer hold itself out as her agent. The letter also stated WME’s ongoing entitlement to receive commissions on the CNBC Contract (and potentially other matters), and that “WME holds itself, ready, willing, and able to render agency services with respect to the aforementioned position [at CNBC].”

12. Since her termination of the agency relationship, Defendant has not sought any additional agency services from WME. Nonetheless, under the terms of the Agency Agreement, Defendant’s commission obligations with respect to the CNBC Contract continue for so long as Defendant receives compensation under the CNBC Contract. WME continued to send invoices to Defendant for commissions owed on the CNBC Contract, but Defendant failed to pay the commissions due. Despite WME’s demands for payment, Defendant failed and refused, and

continues to fail and refuse, to pay WME the balance of the commissions due with respect to the CNBC Contract. Defendant has also failed and refused to acknowledge her continuing commission obligation, which runs through the end of her CNBC Contract.

**FIRST CAUSE OF ACTION  
(Breach of Contract)**

13. WME realleges and incorporates by reference each and every allegation set forth in Paragraphs 1 through 12, inclusive.

14. Defendant expressly agreed in the Agency Agreement, as evidenced by writings, including, among other things, e-mails, notes, invoices, personal checks and other documents, to pay to WME a commission in the amount of ten percent (10%) of the gross compensation paid or payable to her under the CNBC Contract, for the duration of said contract.

15. WME has fully performed all conditions, covenants, actions and promises under the Agency Agreement, except for any conditions, covenants, actions or promises which WME was prevented from performing by Defendant, or which have been excused or waived.

16. Defendant breached the Agency Agreement by failing and refusing to pay WME commissions equal to ten percent (10%) on all gross compensation paid under the CNBC Contract, and expressing her intention not to make any further payments.

17. As an actual and proximate result of Defendant's breach of the Agency Agreement, WME has been damaged in an amount to be determined according to proof at trial, including, without limitation, commissions in an amount no less than ten percent (10%) of the gross compensation paid or payable under the CNBC Contract, which amount exceeds the jurisdictional minimum of \$150,000, plus interest.

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

18. WME realleges and incorporates by reference each and every allegation set forth in Paragraphs 1 through 12, inclusive.

19. WME, acting as Defendant's agent and at Defendant's request, represented Defendant in connection with the CNBC Contract. Defendant knew that these services were being provided by WME, and used, enjoyed and accepted the benefit of these services.

20. Defendant paid WME commissions of ten percent (10%) of the gross compensation paid under the CNBC Contract for the period from the inception of the CNBC Contract through approximately December 15, 2010, but has failed and refused to pay WME commissions for the period from December 15, 2010 through the present, and has expressed refusal to pay WME commissions for the period from the present through the end of the term of the CNBC Contract in April 2014.

21. WME has demanded payment from Defendant, but Defendant has failed and refused, and continues to fail and refuse, to pay WME for such services and acknowledge her ongoing commission obligation.

22. Defendant has deprived WMA of the fair and reasonable value of the services it provided to Defendant, an amount to be determined at trial but no less than ten percent (10%) of the gross compensation paid and/or payable to Defendant under the CNBC Contract, an amount that exceeds the jurisdictional minimum of \$150,000, plus interest.

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

23. WME realleges and incorporates by reference each and every allegation set forth

in Paragraphs 1 through 12 inclusive.

24. At Defendant's request, WME provided valuable services and benefits to Defendant in connection with the CNBC Contract.

25. As a result of such services and benefits provided by WME, Defendant entered into the CNBC Contract and became entitled to substantial compensation under it.

26. Defendant's 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 CNBC Contract for the duration of said contract.

27. Defendant paid WME commissions of ten percent (10%) of the gross compensation paid under the CNBC Contract for the period from the inception of the CNBC Contract through approximately December 15, 2010, but has failed and refused to pay WME commissions for the period from December 15, 2010 through the present, and has expressed refusal to pay WME commissions for the period from the present through the end of the term of the CNBC Contract in April 2014.

28. WME has demanded payment from Defendant, but Defendant has failed and refused, and continues to fail and refuse, to pay WME for such services and acknowledge her ongoing commission obligation.

29. Under the circumstances, equity and good conscience require Defendant to pay to WME the reasonable value of its services in an amount to be determined at trial but no less than ten percent (10%) of the gross compensation paid and/or payable to Defendant under the CNBC Contract, which amount exceeds the jurisdictional minimum of \$150,000, plus interest.

**FOURTH CAUSE OF ACTION  
(Demand for an Accounting)**

30. WME realleges and incorporates by reference each and every allegation set forth

in Paragraphs 1 through 12, inclusive.

31. Defendant is obligated to provide, and WME is entitled to receive, an accounting of the gross compensation paid and/or payable under the CNBC Contract so that it can determine the full amount of commissions due.

32. Accordingly, demand is hereby made for such an accounting.

**FIFTH CAUSE OF ACTION  
(Declaratory Relief)**

33 WME realleges and incorporates by reference each and every allegation set forth in Paragraphs 1 through 12, inclusive.

34. An actual controversy has arisen, and now exists, between WME, on the one hand, and Defendant, on the other hand, regarding Defendant's obligation to pay WME its commissions on all gross compensation paid and/or payable under the CNBC Contract. WME contends, and Defendant denies, that WME is entitled to commissions in the amount of ten percent (10%) on all gross compensation paid and/or payable under the CNBC Contract for so long as such payments are made, regardless of to whom the compensation is paid, and therefore, Defendant is obligated to pay WME commissions on all such compensation received by her or on her behalf.

35. WME desires a judicial determination of its rights and a declaration that it is entitled to such commissions.

36. A judicial declaration is necessary and appropriate at this time under all of the circumstances so that WME and Defendant may determine their current and prospective rights and liabilities with regard to the commissions.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff WME prays for relief against Defendant as follows:

1. For damages in an amount to be determined according to proof at trial, including, without limitation, commissions in an amount no less than ten percent (10%) of the gross compensation paid or payable under the CNBC Contract, which amount exceeds the jurisdictional minimum of \$150,000, plus interest;
2. For a written accounting with respect to the gross compensation paid and/or payable to or for the benefit of Defendant under the CNBC Contract;
3. For a declaration that WME is entitled to commissions equal to ten percent (10%) of all gross compensation received by, or on behalf of, Defendant under the CNBC Contract, for which commissions have not been paid to WME, for so long as such compensation is paid;
4. For interest at the legal rate;
5. For costs of suit herein; and
6. For such other and further relief as the Court deems just and proper.

Dated: September 6, 2012

PERKINS COIE LLP

  
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