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7 *Entertainment, LLC and Harold Lightman, Jr.*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **CHIP LIGHTMAN ENTERTAINMENT, LLC,**
an Nevada limited liability company, **HAROLD**
11 **LIGHTMAN, JR.,** an individual,

12 Plaintiffs,

13 vs.

14 **DONALD C. OSMOND,** an individual, **OLIVE**
MARIE OSMOND, an individual, and
15 **ADLONNI, LLC,** a Nevada limited liability
company, **DONNY OSMOND CONCERTS,**
16 **INC.,** a Utah corporation, and **MARIE, INC.,** a
Nevada corporation

17 Defendants.

Case No.:

Dept. No.:

18 **COMPLAINT**

19 **(Request for Business Court**
Assignment Pursuant to EDCR
20 **1.61(a)(2)(ii))**

21 **(Exempt from Arbitration – Equitable**
Relief Requested)

22 Plaintiffs Chip Lightman Entertainment, LLC (“CLE”) and Harold Lightman, Jr.
23 (“Lightman”) (collectively, “Plaintiffs”), by and through their counsel, the law firm of
24 Pisanelli Bice, PLLC, hereby request that the above-captioned matter be designated as a business
25 court matter and assigned to the Business Docket pursuant to EDCR 1.61(a) as this matter arises
26 from, among other things, business torts and fraud committed by Defendants Donald C. Osmond
27 (“Donny”), Olive Marie Osmond (“Marie”), Adlonni, LLC (“Adlonni”), Donny Osmond
28 Concerts, Inc., and Marie, Inc.

For its Complaint, Plaintiffs CLE and Lightman hereby allege against Defendants Donny,
Marie, Adlonni, Donny Osmond Concerts, Inc., and Marie, Inc. (collectively, “Defendants”) as
follows:

PARTIES

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2 1. Plaintiff CLE is a Nevada limited liability company duly authorized to conduct
3 business in the State of Nevada. Plaintiff CLE, as successor by assignment from Ganslight
4 Entertainment, LLC, is the producer of the Donny & Marie Show currently performing at the
5 Flamingo Las Vegas (the “Flamingo”) and under contract through October 15, 2012.

6 2. Plaintiff Lightman is an individual currently residing in Clark County, Nevada.
7 Plaintiff Lightman is the sole manager of CLE.

8 3. Defendant Donny is an individual currently residing in the State of Utah regularly
9 conducting business in Clark County, Nevada. Donny is one of the headlining performers of the
10 Donny & Marie Show and is under contract with CLE for his continued performance at the
11 Flamingo through October 15, 2012.

12 4. Defendant Marie is an individual currently residing in Clark County, Nevada.
13 Marie is one of the headlining performers of the Donny & Marie Show and is under contract with
14 CLE for her continued performance at the Flamingo through October 15, 2012.

15 5. Defendant Adlonni is a Nevada limited liability company conducting business in
16 Clark County, Nevada. Adlonni is Donny and Marie’s personal production company that they
17 have used in an effort to intentionally circumvent their agreements and contracts with CLE in an
18 attempt to avoid paying CLE fees and percentage revenues for which it is rightfully entitled.

19 6. Defendant Donny Osmond Concerts, Inc. is a Utah corporation conducting
20 business in Clark County, Nevada and is Defendant Donny’s personal production company.

21 7. Defendant Marie, Inc. is a Nevada corporation conducting business in
22 Clark County, Nevada and is Defendant Marie’s personal production company.

GENERAL ALLEGATIONS

23
24 8. CLE is the management firm and production company of Harold “Chip”
25 Lightman, Jr. a world-renowned talent manager and producer. Lightman has represented
26 entertainers throughout North America including Tina Turner, Gladys Knight, Larry King, and
27 Danny Gans, among others, and was a central figure in brokering the deal that brought Garth
28

1 Brooks to Wynn Las Vegas. Lightman has enjoyed, and continues to enjoy, an illustrious and
2 prestigious career in the entertainment industry, which spans over several decades.

3 9. Lightman, through his joint venture with the late Danny Gans (“Gans”), Ganslight
4 Entertainment, LLC (“Ganslight”), is responsible for developing the Donny & Marie Show
5 concept and bringing the show to Las Vegas. Through Lightman’s efforts and that of his
6 production company, the Donny & Marie Show has become one of the most successful shows
7 currently running in Las Vegas. During its production, Lightman has gone to great lengths to
8 protect the privacy, confidentiality and reputation of both Donny and Marie in order to further the
9 marketability and popularity of the Donny & Marie Show. As a result, the Donny & Marie Show
10 has since revived the careers of Donny and Marie and taken them to levels they never could have
11 experienced without Lightman's hard work, determination, and confidence.

12 10. Contrary to the wholesome, all-American, good-natured image that he presents to
13 the public, Defendant Donny's conduct, at least as it relates to Lightman and CLE, has been
14 anything but. He has conducted himself in a manner that is underhanded, devious, fraudulent and
15 greedy. The clear goal of his actions has been to line his own pockets with ill-gotten gains to
16 fund his lavish lifestyle of exotic cars, luxury hotel suites, and private jets – all off the backs and
17 hard work of those who worked tirelessly to support his career, including Lightman and CLE.

18 11. Despite Marie’s seemingly innocent nature, she too is liable for the fraud
19 perpetrated by Donny through her acquiescence, awareness, and utter failure to disclose to CLE
20 the steps taken by Donny to deceive CLE and circumvent their contractual obligations.

21 BRIEF HISTORY

22 Ganslight Enters into Exclusive Agreements with Donny and Marie’s Agents 23 and the Flamingo to Deliver and Produce the Donny & Marie Show

24 12. In February 2008, Lightman and Gans formed Ganslight to produce both Gans’
25 show at Wynn Las Vegas and to develop and produce other high-quality entertainment in and
26 around the Las Vegas.

1 13. As one of its first orders of business, Ganslight set its sights on producing a show
2 that would bring Donny and Marie to perform together on the Las Vegas Strip for the first time in
3 nearly thirty years.

4 14. After extensive negotiations with Donny, Marie, and their talent agency, William
5 Morris Agency, LLC (“William Morris Agency”), Lightman was able to convince Donny and
6 Marie that the concept would be a success.

7 15. On or about April 9, 2008, Ganslight entered into agreements with Donny Osmond
8 Concerts, Inc., for the services of Donny, and Marie, Inc., for the services of Marie, by which
9 Ganslight secured the right to exclusively produce the Donny & Marie Show in Las Vegas for a
10 period of six months from September 9, 2008, through March 29, 2009. (collectively, the
11 “Producer Agreements”). The Producer Agreements provided for two mutually-agreeable options
12 for an additional 18 months in the event the Donny & Marie Show was a success. Under these
13 agreements, Donny and Marie agreed to perform six shows per week.

14 16. Despite being an unproven commodity in Las Vegas, Ganslight went to great
15 lengths and assumed great risk to satisfy Donny and Marie’s financial demands. Under the
16 Producer Agreements, Donny received a base salary of \$1,625,000 and 40% of the gross box
17 office receipts from the show over \$250,000. Donny also received various perks under the
18 agreement including a two-bedroom suite at the resort where the Donny & Marie Show was
19 performed and limousine car service during the duration of the agreement. Marie received the
20 same base salary and percentage of the box office receipts and was also provided with additional
21 perks including a \$10,000 per month housing allowance. All of these expenses were the
22 responsibility of CLE.

23 17. On or about April 11, 2008, Ganslight entered into an agreement with Flamingo
24 Las Vegas Operating Company, LLC d/b/a Flamingo Las Vegas for Ganslight to provide Donny
25 and Marie and to produce the Donny & Marie Show at the Flamingo’s main showroom (the
26 “Flamingo Agreement”). The Flamingo Agreement incorporated many of the terms and
27 conditions of the Producer Agreements to ensure that Donny and Marie’s extensive financial
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1 demands were met, including the two mutually-agreeable options to extend the Donny & Marie
2 Show's run at the Flamingo for an additional 18 months.

3 18. The Donny & Marie Show premiered in Las Vegas on September 9, 2008, to rave
4 reviews. Due in large part to the efforts of Lightman as the show's producer, the Donny & Marie
5 Show quickly became one of the hottest tickets in Las Vegas.

6 19. Based on the early success of the show, Lightman went to work negotiating with
7 the Flamingo for an extension of the original six month run of the Donny & Marie Show. Just
8 six weeks into Donny and Marie's original term, Lightman successfully convinced the Flamingo
9 to agree to exercise its two options to extend the term of the Donny & Marie Show through
10 October 2010. When Donny and Marie heard the news, they jumped at the opportunity to extend
11 their Producer Agreements with Ganslight.

12 20. In a series of amendments, Ganslight, Donny, and Marie extended the Producer
13 Agreements for a total of 18 months through October 15, 2010.

14 21. Just as the parties had done with the original Producer Agreements, Ganslight
15 entered into parallel amendments extending the term of the Flamingo Agreement making the
16 Flamingo the home of the Donny & Marie Show through October 15, 2010.

17 **Donny and Marie Agree to Extend the Producer Agreements**
18 **Through At Least October 15, 2012**

19 22. Under the production of Lightman and Ganslight, the Donny & Marie Show
20 continued its success that had led to the original extensions of their run at the Flamingo.

21 23. In June 2009, Donny approached Lightman about the possibility of extending the
22 Producer Agreements beyond the run set to expire on October 15, 2010. Donny indicated that he
23 needed to secure an extension in order to obtain financing for certain lighting equipment he was
24 intended on purchasing in the near future. Lightman worked with Donny and Marie in
25 negotiating the terms of an extension that he could take to the Flamingo in hopes of securing at
26 least a two year extension on the existing Flamingo Agreement.

27 24. Lightman approached the Flamingo and discussed the possibility of extending the
28 Flamingo Agreement. Executives at the Flamingo welcomed the idea and agreed to extend the

1 Flamingo Agreement for an additional two years with an option for two additional renewal terms
2 of two years each along with the other conditions Lightman had negotiated with Donny and
3 Marie. Lightman passed the good news on the Donny and Marie who were thrilled about
4 extending their run of the Donny & Marie Show for another two years.

5 25. Lightman provided Donny and Marie with a proposed Third Amendment to the
6 Producer Agreements that extended the term of the agreement until “October 15, 2012, unless
7 otherwise further extended or modified in writing by the Parties or unless sooner terminated as
8 provided herein” (the “Third Amendment”). The Third Amendment also provided for two
9 addition renewal terms of two years each, as contemplated by the Flamingo Agreement that
10 would potentially extend Donny & Marie’s run at the Flamingo until October 2016. The Third
11 Amendment further provided for additional terms, most notably a provision that would allow
12 Lightman, as producer, and the Flamingo to purchase and maintain life insurance coverage on
13 both Donny and Marie in an amount up to \$5,000,000 each.

14 26. Both Donny and Marie expressly agreed to the terms of the Third Amendment as
15 proposed by Lightman and indicated they would each execute the amendment in short order. It
16 was all of the parties' intent to be bound by their expressions to one another and that the
17 amendment would serve as a mere memorialization of their agreements.

18 27. In reliance upon the extension of both the Producer Agreements and in anticipation
19 of the extension of the Flamingo Agreements, on or about July 23, 2009, Ganslight assigned all of
20 its rights, title, estate and interest in the Flamingo Agreement to CLE. Donny and Marie agreed
21 to and consented to that assignment.

22 28. In reliance upon Donny and Marie’s agreement to extend the Producer Agreements
23 for an additional two years, on or about July 24, 2009, Lightman, through CLE, presented the
24 Flamingo with a Third Amendment to the Flamingo Agreement (the “Flamingo Amendment”)
25 incorporating all of the terms that CLE and Donny and Marie had agreed to in the their Third
26 Amendment. The parties agreed to the terms of the Flamingo Amendment and executed the
27 documents in early August 2009.
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1 29. All of the parties, including CLE, Donny and Marie and the Flamingo, agreed and
2 understood no later than July 29, 2009 that each of the agreements were renewed and extended
3 through October 15, 2012.

4 **Donny, Marie, and the Flamingo Publically Announce the Two Year Extension.**

5 30. On July 30, 2009, knowing that the extension was complete (even though the
6 documents were not yet memorialized), the parties commenced a publicity and marketing blitz to
7 promote the two-year extension. First, Donny and Marie appeared on NBC's *Today Show* being
8 filmed that morning at Caesar's Palace. During their appearance, Donny and Marie made the
9 official announcement that they had just extended their contract for another two years,
10 acknowledging the extension of the agreements through October 2012.

11 31. The Flamingo also issued a public statement on July 30, 2009 confirming the
12 extension of the Donny & Marie Show through October 2012. Donny was quoted in the
13 statement acknowledging the two year extension as saying, "You mean I have to work with my
14 sister for another two years? All kidding aside, we love it at the Flamingo and we're excited to
15 continue to entertain the audiences here in Las Vegas for the next few years." Marie also
16 confirmed the two year extension in the statement by saying, "It's great that the Flamingo is so
17 happy with our show that they want us to 'park it' for another two years."

18 32. Donny and Marie's publicity tour regarding the two-year extension secured by
19 CLE did not stop with the first public announcements.

20 33. Donny appeared on nationally syndicated shows such as *Entertainment Tonight*
21 talking about the extension and how happy he was that the Donny & Marie Show would be
22 playing at the Flamingo through October 2012.

23 34. A local news channel in Las Vegas aired an interview of Donny by television
24 personality Alicia Jacobs in which Donny went into detail about the extension secured by CLE.

25 35. Donny's public relations team also went out in full force publicizing the two year
26 extension through press releases distributed around the country and on his website on his
27 Facebook page. To this date, Donny's Facebook page acknowledges that he had agreed to extend
28 his run at the Flamingo through 2012.

1 Marie's potential default under their agreements as a result, Lightman did not alter the financial
2 provisions of the Producer Agreements to reflect this reduction.

3 43. Once Donny started rehearsals and live shows for the *Dancing with the Stars*, he
4 further cut back in his performances at the Flamingo to only four shows per week. Despite a one-
5 third reduction in both shows and potential ticket revenue, Lightman still did not alter the
6 financial provisions of the Producer Agreements and paid Donny and Marie as if they were
7 performing all six shows contemplated under the agreements during this time.

8 44. Lightman continued to cooperate to further the project and the future of the Donny
9 & Marie Show in light of and in reliance upon the long-term relationship they were going to have
10 based on the agreed upon extension through at least October 15, 2012.

11 45. During Donny's stint on *Dancing with the Stars*, Donny acknowledged the
12 extension of the Producer Agreements by indicating that his show was running through 2012.

13 **CLE's Detrimental Reliance on Donny and Marie's**
14 **Agreement to Execute the Third Amendment**

15 46. CLE relied on Donny and Marie's agreement to extend the Producer Agreements
16 and their promise to execute the Third Amendment to its detriment. Among other ways, CLE
17 entered into the Flamingo Amendment thereby subjecting itself to liability to the Flamingo.
18 Further, CLE waived its rights to reduce Donny and Marie's compensation for their failure to
19 perform all of the agreed upon shows.

20 47. CLE also actively publicized the extension of the Donny & Marie Show through
21 2012 to its contacts in the community in an effort to secure future ticket sales and advertising
22 revenue for the Donny & Marie Show and otherwise promote the show.

23 48. CLE also participated in the securing of leases and other agreements with third
24 parties related to the production of the Donny & Marie Show past October 15, 2010.

25 49. Based on Donny and Marie's agreement to execute the Third Amendment and
26 extend the Producer Agreements through October 15, 2012, CLE also has invested thousands of
27 dollars toward the future production of the show.

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1 **Donny's Financial Troubles and Scheme to Cut William Morris Out of the Extension**

2 50. Despite making millions of dollars from Lightman as a result of his production of
3 the Donny & Marie Show, Donny was still in financial limbo. Due to the declining economy,
4 poor investments and his extravagant lifestyle, throughout his run at the Flamingo Donny lived
5 paycheck to paycheck scraping by to cover his own expenses.

6 51. Throughout his run at the Flamingo, Donny sought out ways to cut his costs and
7 thereby increase his profit. One of these plans took place in August 2009 when the parties agreed
8 to the two year extension. Donny specifically sought the extension of the Producer Agreements
9 so that he could secure financing for Donny and Marie's production company, Adlonni, to
10 purchase certain lighting equipment associated with the production of the Donny & Marie Show.
11 By owning the equipment, Donny sought to reduce lease payments that otherwise went to the
12 owners of that equipment.

13 52. Upon information and belief, as part of obtaining the financing for the lighting
14 equipment, Donny was required to provide financial statements and representations regarding his
15 future income stream to an institutional lender. As part of those statements, Donny represented to
16 the bank that he had future income based on the Third Amendment and the extension of the
17 Donny & Marie Show through October 15, 2012. As part of the process, Lightman worked to
18 provide assurance to the bank that the Donny & Marie Show had in fact been extended through
19 October 15, 2012. That scheme was successful, as Donny secured the financing based upon his
20 representations.

21 53. In hopes of saving even more money, Donny concocted a scheme to try to cut his
22 entertainment agency, William Morris Agency, out of the two-year extension and the
23 commissions it would be rightfully entitled under its agreements with Donny and Marie.

24 54. In late August 2010, Donny approached Lightman and proposed restructuring the
25 deal between Donny and Marie and CLE. Donny proposed that CLE assign its agreement with
26 the Flamingo, including the Flamingo Amendment, to Donny and Marie's production company,
27 Adlonni, and that Lightman take on a new role with the show for identical compensation. Donny
28 explained to Lightman that the restructuring could enable Donny and Marie to cut the William

1 Morris Agency out of any commissions that would otherwise be due for the two year extension.
2 In other words, Donny had devised a plot to defraud the William Morris Agency.

3 55. In furtherance of his scheme to cut William Morris Agency out of the extension,
4 Donny presented Lightman with an “Assignment and Assumption of Entertainment Agreement”
5 purporting to assign the Flamingo Agreement, as amended, to Adlonni (the “Assignment”).
6 Donny’s Assignment, either expressly or implicitly, acknowledged that both the Producer
7 Agreements and the Flamingo Agreement were effective and extended through October 15, 2012.
8 Specifically, the Assignment indicated that CLE would assign all of its rights as producer to
9 Adlonni effective October 15, 2010, the date the original Producer Agreements had been set to
10 expire but which the parties had agreed to extend for an additional two years back in July and
11 August 2009. Providing this Assignment to Lightman evidenced Donny and Marie’s earlier
12 acceptance and their intent to perform under the Third Amendment.

13 56. While Lightman expressed a willingness to consider the restructuring of his
14 agreements with Donny and Marie, so long as CLE’s interests were protected, Lightman indicated
15 that he and CLE would have nothing to do with any scheme designed to cut William Morris
16 Agency, or any other third party, out of a deal to which they were entitled a commission.
17 Lightman refused to execute the Assignment or participate in any other way in Donny’s
18 underhanded scheme.

19 **Donny Turns the Tables on Lightman and CLE**

20 57. After Lightman refused to participate in Donny’s devious plot, Donny set his
21 sights on cutting both William Morris Agency and CLE out of the extension.

22 58. Donny went around Lightman and CLE and approached Flamingo about the
23 extension that was already agreed to by the parties. Despite his part performance of the extension
24 and the publicity blitz announcing and marketing the extension, Donny lied to the Flamingo by
25 denying that either he and/or Marie had ever agreed to extend the Producer Agreements. He
26 further misrepresented that Lightman and CLE had no authority or ability to deliver the Donny &
27 Marie Show past October 15, 2010.
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1 59. Donny's deceitful conduct went even further as he spread lies to Flamingo
2 representatives and others in the entertainment industry that he and Marie had terminated
3 Lightman and CLE and that Lightman and CLE were engaged in manipulating numbers related to
4 Donny's compensation.

5 60. Alarmed by Donny's statements, Flamingo representatives contacted Lightman
6 about the claims. Lightman dispelled the inflammatory rumors and malicious attacks and assured
7 the Flamingo that both Donny and Marie had agreed to the extension of the Producer Agreements.

8 61. Unsatisfied with Lightman's unwillingness to participate in his scheme, Donny
9 met with Lightman before a show in late summer 2010 to make a last ditch effort to include CLE
10 in its efforts to defraud the William Morris Agency. Donny held the Donny & Marie Show
11 hostage by failing to take the stage unless Lightman agreed to assign CLE's rights to Adlonni and
12 take a fifty percent pay cut to serve as the producer of the show during the extension term. After
13 a heated exchange, Donny relented and took the stage nearly a half an hour late.

14 62. On September 13, 2010, Lightman received a letter (addressed to Ganslight) from
15 Donny's counsel directly contradicting the parties' agreements and Donny and Marie's public
16 representations indicating that Donny and Marie had no intention of living up to their agreements.

17 63. Lightman and CLE responded to Donny and Marie's counsel reminding him that
18 Donny and Marie had already agreed to the terms of the Third Amendment and the two year
19 extension of the Producer Agreements. CLE further explained that both Donny and Marie had
20 confirmed the extensions and their intent to be bound thereby in countless television appearances,
21 interviews, and statements and that CLE had relied to its detriment on their promises.
22 Furthermore, CLE reminded Donny and Marie that they had partially performed under the Third
23 Amendment to the Producer Agreements and were thereby bound by its terms through at least
24 October 15, 2012.

25 64. Despite the clear evidence of Donny and Marie's acceptance of the extension,
26 Donny continued to have conversations with Flamingo executives in an effort to circumvent the
27 extension and the compensation obligations to CLE arising therefrom. Donny even went so far as
28 to threaten that he would not perform at the Flamingo past October 15, 2010, if the Flamingo did

1 not terminate any and all agreements it had with CLE and Lightman related to the Donny & Marie
2 Show.

3 65. Based on Donny's misrepresentations, the Flamingo terminated the Flamingo
4 Agreement, as amended by the Flamingo Amendment in August 2009, on October 1, 2010.

5 **FIRST CLAIM FOR RELIEF**

6 **(Breach of Contract Against Donny, Marie, Donny Osmond Concerts, and Marie, Inc.)**

7 66. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 65
8 above as though fully set forth herein.

9 67. CLE, Donny, Marie, Donny Osmond Concerts, and Marie, Inc. are parties to
10 various valid and enforceable agreements, namely, the Producer Agreements, as amended.

11 68. The parties agreed by way of the Third Amendment that the Producer Agreements,
12 as amended, were extended through October 15, 2012. To the extent the Producer Agreements
13 called for a written extension thereof, the parties expressly waived that requirement.

14 69. CLE has performed all of its obligations under the Producer Agreements, as
15 amended, including securing extensions for the Donny & Marie Show at the Flamingo through
16 October 15, 2012. CLE expected to secure compensation through the Producer Agreements and
17 the Flamingo Agreement in excess of two million dollars.

18 70. Defendants Donny, Marie, Donny Osmond Concerts, and Marie, Inc. have failed
19 and are continuing to fail to comply with their obligations under the Producer Agreements, to
20 acknowledge the validity of the Third Amendment, and have anticipatorily breached the
21 agreements by attempting to wrongfully terminate them without cause.

22 71. As a direct and proximate result of the acts and omissions of Defendants Donny,
23 Marie, Donny Osmond Concerts, and Marie, Inc., CLE has suffered and will continue to suffer
24 direct, incidental, and consequential damages in an amount to be proven at trial, but in any event
25 in excess of \$10,000, plus prejudgment interest.

26 72. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
27 Concerts, and Marie, Inc., CLE has been compelled to hire the services of an attorney for the
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1 protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
2 incurred in the prosecution of this action.

3 **SECOND CLAIM FOR RELIEF**

4 **(Breach of the Implied Covenant of Good Faith and Fair Dealing Against
5 Donny, Marie, Donny Osmond Concerts, and Marie, Inc.)**

6 73. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 72
7 above as though fully set forth herein.

8 74. Implied in the Producer Agreements, as amended, between the parties was the
9 obligation of good faith and fair dealing.

10 75. Defendants Donny, Marie, Donny Osmond Concerts, and Marie, Inc. breached the
11 implied covenant of good faith and fair dealing by, among other things, misrepresenting to the
12 Flamingo and other third parties that the Third Amendment is not a valid, binding agreement,
13 failing to acknowledge the extension of the Producer Agreements through October 15, 2012, and
14 by attempting to terminate the Producer Agreements without cause.

15 76. CLE's reasonable and specific expectations under the Producer Agreements, as
16 amended, with Defendants Donny, Marie, Donny Osmond Concerts, and Marie, Inc. were thus
17 denied.

18 77. As a direct and proximate result of the acts and omissions of Defendants Donny,
19 Marie, Donny Osmond Concerts, and Marie, Inc., CLE has suffered and will continue to suffer
20 direct, incidental, and consequential damages in an amount to be proven at trial, but in any event
21 in excess of \$10,000, plus prejudgment interest.

22 78. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
23 Concerts, and Marie, Inc., CLE has been compelled to hire the services of an attorney for the
24 protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
25 incurred in the prosecution of this action.

THIRD CLAIM FOR RELIEF

**(Quantum Meruit Against Donny, Marie,
Donny Osmond Concerts, Marie, Inc., and Adlonni)**

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4 79. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 78
5 above as though fully set forth herein.

6 80. At the request, knowledge, and acquiescence of Defendants Donny, Marie, Donny
7 Osmond Concerts, Marie, Inc. and Adlonni, CLE performed services including, without
8 limitation, securing an extension of the Flaming Agreement until October 15, 2012, continuing to
9 market and promote the Donny & Marie Shows scheduled after October 15, 2010, and assist
10 Donny and Adlonni to obtain financing based on the extension of the Producer and Flamingo
11 Agreements. CLE has also secured other engagements for Donny and Marie separate and apart
12 from their Flamingo shows.

13 81. The services listed herein were of value to Donny, Marie, Donny Osmond
14 Concerts, Marie, Inc. and Adlonni, and each of these Defendants accepted and retained the value
15 of those services in the form of an extension of the Flamingo Agreement, future ticket sales, and
16 the acquisition of financing.

17 82. Despite demand therefore, CLE has not been compensated in accordance with the
18 reasonable value of its services.

19 83. As a result, CLE demands compensation for the reasonable value of its services in
20 an amount to be proven at trial, but in any event, in excess of \$10,000 plus prejudgment interest.

21 84. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
22 Concerts, and Marie, Inc., CLE has been compelled to hire the services of an attorney for the
23 protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
24 incurred in the prosecution of this action.

FOURTH CLAIM FOR RELIEF

**(Unjust Enrichment Against Donny, Marie, Donny Osmond Concerts,
Marie, Inc., and Adlonni)**

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4 85. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 84
5 above as though fully set forth herein.

6 86. CLE provided valuable services to Donny, Marie, Donny Osmond Concerts,
7 Marie, Inc. and Adlonni by securing the Flamingo Amendment and extension of the Donny &
8 Marie Show at the Flamingo through October 15, 2012, by securing other engagements separate
9 and apart from the Flamingo shows, and by assisting Donny and Adlonni in obtaining financing
10 based on the extension.

11 87. Without CLE's assistance and services, Donny, Marie, Donny Osmond Concerts,
12 Marie, Inc. and Adlonni would have been unable to secure the extension of the Flamingo
13 Amendment, the other shows, or the financing arising out of the extension.

14 88. CLE has not been compensated by for the services it provided to the Defendants.

15 89. It would be unjust to allow the Defendants to retain the benefit of the extension
16 with the Flamingo, the other shows or the related financing without fairly compensating CLE as
17 agreed to in the Producer Agreements, as amended.

18 90. As a direct and proximate result of the acts and omissions of Defendants Donny,
19 Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni, CLE has suffered and will continue to
20 suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any
21 event in excess of \$10,000, plus prejudgment interest.

22 91. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
23 Concerts, Marie, Inc., and Adlonni, CLE has been compelled to hire the services of an attorney
24 for the protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
25 incurred in the prosecution of this action.
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FIFTH CLAIM FOR RELIEF CAUSE OF ACTION

(Fraud Against Donny, Marie, Donny Osmond Concerts, Marie, Inc., and Adlonni)

92. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 91 above as though fully set forth herein.

93. In July and August 2009, Donny and Marie represented to Lightman and CLE that they had agreed to abide by the terms of the Third Amendment to the Producer Agreement.

94. From September 2009 through June 2010, Donny and Marie represented to Lightman and CLE that they intended to be bound by the terms of the Third Amendment to the Producer Agreement.

95. CLE justifiably relied on these representations as it had no way of knowing that Donny and Marie had chosen to disavow their earlier representations and agreements as part of a fraudulent scheme to cut it out of the Donny & Marie Show.

96. The statements made from September 2009 through June 2010 were false and Defendants Donny and Marie knew they were false at the time they were made.

97. Donny and Marie, through their personal production companies and joint production company, intended to disavow their earlier acceptance of the Third Amendment to the Producer Agreement in an effort to circumvent the deal struck by CLE with the Flamingo and to approach the Flamingo directly in order to cut CLE out of the Donny & Marie Show and to avoid their obligations under their agreements with CLE.

98. As a direct and proximate result of the acts and omissions of Defendants Donny, Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni, CLE has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000, plus prejudgment interest.

99. In committing the acts herein above alleged, Defendants Donny, Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni are guilty of oppression, fraud, and malice toward CLE. Therefore, in addition to general damages, CLE is entitled to recover punitive damages from Defendants Donny, Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni for the

1 purpose of deterring them and others similarly situated from engaging in like conduct in the
2 future.

3 100. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
4 Concerts, Marie, Inc., and Adlonni, CLE has been compelled to hire the services of an attorney
5 for the protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
6 incurred in the prosecution of this action.

7 **SIXTH CLAIM FOR RELIEF CAUSE OF ACTION**

8 **(Intentional Interference with Contractual Relations**
9 **Against Donny, Marie, Donny Osmond Concerts, Marie, Inc., and Adlonni)**

10 101. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 100
11 above as though fully set forth herein.

12 102. Based on Defendants agreement to extend the Producer Agreements through at
13 least October 15, 2012, CLE entered a valid agreement with the Flamingo extending the Flamingo
14 Agreement through October 15, 2012 by way of the Flamingo Amendment.

15 103. Defendants, and each of them, had knowledge of the valid and existing contract
16 between CLE and the Flamingo, namely the Flamingo Amendment, relating to the continued
17 production of the Donny & Marie Show at the Flamingo through at least October 15, 2012.

18 104. Despite their previous representations to CLE, their public acknowledgement of
19 the extension, and their partial performance of the Third Amendment, the Defendants, and each of
20 them, took affirmative and intentional steps to disavow the validity of the Third Amendment
21 through their communications with Flamingo executives in an effort intended and designed to
22 disrupt the contractual relationship between CLE and Flamingo.

23 105. As a result of the Defendants' tortious conduct, the Flamingo terminated the
24 Flamingo Agreement, as amended, on October 1, 2010.

25 106. As a direct and proximate result of the acts and omissions of Defendants Donny,
26 Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni, CLE has suffered and will continue to
27 suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any
28 event in excess of \$10,000, plus prejudgment interest.

1 107. In committing the acts herein above alleged, Defendants Donny, Marie, Donny
2 Osmond Concerts, Marie, Inc. and Adlonni are guilty of oppression, fraud, and malice toward
3 CLE. Therefore, in addition to general damages, CLE is entitled to recover punitive damages
4 from Defendants Donny, Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni for the
5 purpose of deterring them and others similarly situated from engaging in like conduct in the
6 future.

7 108. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
8 Concerts, Marie, Inc., and Adlonni, CLE has been compelled to hire the services of an attorney
9 for the protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
10 incurred in the prosecution of this action.

11 **SEVENTH CLAIM FOR RELIEF CAUSE OF ACTION**

12 **(Intentional Interference with Prospective Economic Advantage**
13 **Against Donny, Marie, Donny Osmond Concerts, Marie, Inc., and Adlonni)**

14 109. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 108
15 above as though fully set forth herein.

16 110. Based on Defendants agreement to extend the Producer Agreements through at
17 least October 15, 2012, CLE entered a valid agreement with the Flamingo extending the Flamingo
18 Agreement through October 15, 2012 by way of the Flamingo Amendment.

19 111. Based on the extension of the Producer Agreements and the Flamingo
20 Amendment, CLE had prospective economic relationship with third-parties for advertising
21 services, ticket brokerage services, and other types of entities each of which were dependent on
22 the Third Amendment to the Producer Agreements and the extension of the Donny & Marie Show
23 at the Flamingo through October 15, 2012.

24 112. Knowing of these prospective economic relationships, the Defendants, and each of
25 them, took affirmative and intentional steps designed to terminate the Flamingo Amendment and
26 to prevent CLE from entering into further economic relationships based on the extension of the
27 Donny & Marie Show through October 15, 2012.

28 113. The Defendants' intentional conduct was in no way privileged or justified.

1 114. As a direct and proximate result of the acts and omissions of Defendants Donny,
2 Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni, CLE has suffered and will continue to
3 suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any
4 event in excess of \$10,000, plus prejudgment interest.

5 115. In committing the acts herein above alleged, Defendants Donny, Marie, Donny
6 Osmond Concerts, Marie, Inc. and Adlonni are guilty of oppression, fraud, and malice toward
7 CLE. Therefore, in addition to general damages, CLE is entitled to recover punitive damages
8 from Defendants Donny, Marie, Donny Osmond Concerts, Marie, Inc. and Adlonni for the
9 purpose of deterring them and others similarly situated from engaging in like conduct in the
10 future.

11 116. As a result of the acts and omissions of Defendants Donny, Marie, Donny Osmond
12 Concerts, Marie, Inc., and Adlonni, CLE has been compelled to hire the services of an attorney
13 for the protection of its interests and is entitled to a reimbursement of its attorneys' fees and costs
14 incurred in the prosecution of this action.

15 **EIGHTH CLAIM FOR RELIEF CAUSE OF ACTION**

16 **(Defamation *per se* on behalf of CLE and Lightman Against Donny)**

17 117. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 116
18 above as though fully set forth herein.

19 118. Donny committed an act of slander by making one or more false and defamatory
20 statements of fact concerning CLE and Lightman to one or more third parties including, but not
21 limited to, statements that CLE and Lightman had manipulated sales figures related to its
22 compensation and Donny's compensation as part of the Producer Agreements and that CLE and
23 Lightman were "ripping off" Donny and Marie.

24 119. Donny intentionally, recklessly, and/or negligently made these false and
25 defamatory statements of fact concerning CLE and Lightman with knowledge of the falsity or
26 reckless disregard for the truth and without any justification or privilege.

27 120. The statements impugn CLE's and Lightman's lack of fitness for trade, business,
28 and/or profession, because they accuse CLE and Lightman of dishonesty and misconduct, which

1 tends to prejudice CLE and Lightman in their ability to do business, and thus, constitutes one or
2 more acts of defamation *per se*.

3 121. These statements have irreparably harmed CLE's goodwill and reputation in the
4 community and entertainment industry.

5 122. As a direct and proximate result of Donny's actions, CLE and Lightman have
6 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to
7 be proven at trial, but in any event in excess of \$10,000, plus prejudgment interest.

8 123. In committing the acts herein above alleged, Donny is guilty of oppression, fraud,
9 and malice toward CLE and Lightman. Therefore, in addition to general damages, CLE and
10 Lightman are entitled to recover punitive damages from Donny for the purpose of deterring them
11 and others similarly situated from engaging in like conduct in the future.

12 124. As a result of Donny's actions, CLE and Lightman have been compelled to hire the
13 services of an attorney for the protection of their interests and are entitled to a reimbursement of
14 their attorneys' fees and costs incurred in the prosecution of this action.

15 **NINTH CLAIM FOR RELIEF CAUSE OF ACTION**

16 **(Declaratory Relief Against Donny, Marie,
17 Donny Osmond Concerts, Marie, Inc., and Adlonni)**

18 125. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1 through 124
19 above as though fully set forth herein.

20 126. A justiciable controversy exists between CLE and Donny, Marie, Donny Osmond
21 Concerts, Marie, Inc., and Adlonni as to the validity and enforceability of the Third Amendment
22 to the Producer Agreements.

23 127. The parties' interests are adverse.

24 128. CLE has a legally protectable interest in the Third Amendment to the Producer
25 Agreements and its enforceability as it has detrimentally relied on the Defendants representations
26 and partial performance in furtherance of the agreement.

27 129. CLE seeks an order from this Court declaring that the Third Amendment to the
28 Producer Agreements is valid and enforceable.

1 130. The issue is ripe for judicial determination because CLE has suffered harm and
2 will continue to suffer harm in the immediate future, including the purported termination of the
3 Flamingo Agreement, as amended, as a result of the Defendants' disregard of the validity of the
4 Third Amendment to the Producer Agreements.

5 131. As a result of Donny's actions, CLE has been compelled to hire the services of an
6 attorney for the protection of its interests and is entitled to a reimbursement of its attorneys' fees
7 and costs incurred in the prosecution of this action.

8 WHEREFORE, CLE and Lightman pray for judgment as follows:

9 1. For a declaratory judgment stating that the Third Amendment to the
10 Producer Agreements is a valid and enforceable document;

11 2. For a judgment against each of the Defendants for compensatory damages
12 in an amount in excess of \$10,000.00;

13 3. For a judgment against each of the Defendants for consequential damages
14 in an amount in excess of \$10,000.00;

15 4. For a judgment against each of the Defendants for exemplary and punitive
16 damages in an amount in excess of \$10,000.00;

17 5. For the imposition of a constructive trust over the proceeds Donny and
18 Marie may obtain from the Flamingo, up to and including all sums that otherwise were
19 due and owing to CLE under the Flamingo Agreement;

20 7. For an award of pre-judgment and post-judgment interest on all amounts
21 due and owing to CLE;

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- 8. For an award of attorneys' fees and costs of suit; and
- 9. For such other and further relief as this Court deems just and proper.

DATED this 1st day of October, 2010.

PISANELLI BICE PLLC

By: /s/ James J. Pisanelli
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