

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

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MARISKA HARGITAY, : Index No.:
Plaintiff, : Date purchased April 27, 2011
: :
-against- : **SUMMONS**
: :
WILLIAM MORRIS ENDEAVOR : Plaintiff designates New York
ENTERTAINMENT, LLC and DOES 1-10, : County as the place of trial.
: :
Defendants. : The basis of the venue: Plaintiff
: resides in New York.
: :
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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's attorneys within 20 days after the service of this Summons and Complaint, exclusive of the day of service (or within 30 days after the service is complete if this Summons and Complaint is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated April 27, 2011

By: 

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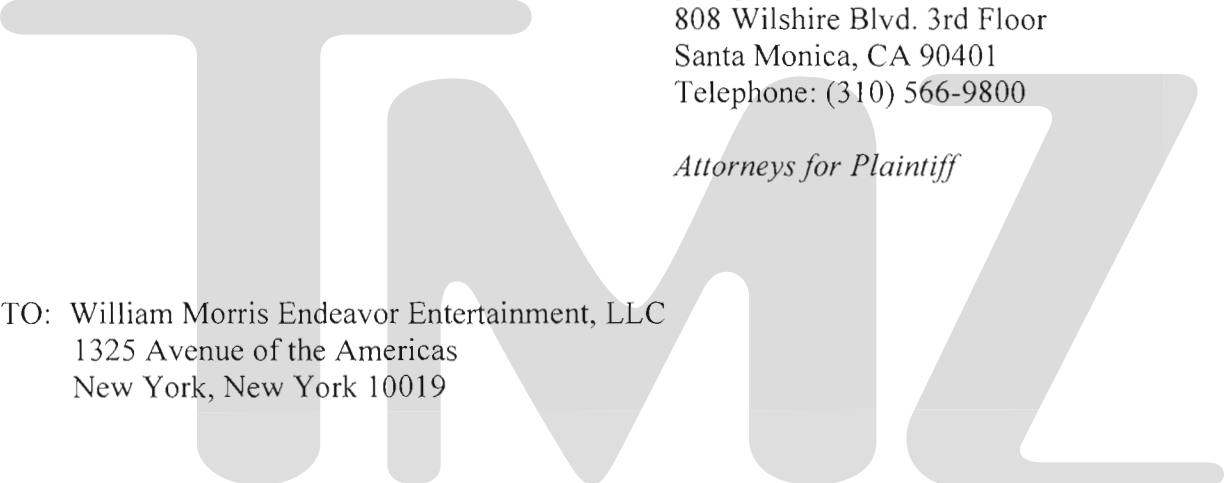
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TO: William Morris Endeavor Entertainment, LLC
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New York, New York 10019



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

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: Index No.:
MARISKA HARGITAY, :
: Plaintiff, :
: :
-against- :
: **COMPLAINT**
WILLIAM MORRIS ENDEAVOR :
ENTERTAINMENT, LLC and DOES 1-10, :
: :
Defendants. :
: :
----- X

Plaintiff Mariska Hargitay, as and for her Complaint against Defendant William Morris Endeavor Entertainment, LLC, alleges as follows:

SUMMARY OF THE ACTION AND RELIEF SOUGHT

1. Mariska Hargitay is a well-known, award-winning actress who for the last twelve years has played Detective Olivia Benson on the long-running television show *Law and Order: Special Victims Unit* (“SVU”). She and her family reside in New York, where SVU is filmed.
2. When Ms. Hargitay landed the role of Detective Benson in 1999, she was represented by United Talent Agency (“UTA”). In or about the latter half of 2002, she became a client of William Morris Agency, Inc. (“WMA”), after her former agent Erwin More joined that agency. Mr. More was Ms. Hargitay's agent at WMA until May 18, 2009, and subsequently represented Ms. Hargitay at Paradigm Talent Agency (“Paradigm”).
3. While Mr. More was at WMA, Ms. Hargitay entered into a one-year representation agreement with the agency (the “WMA Agreement”), pursuant to which WMA was to and did receive ten percent of Ms. Hargitay's gross earnings, including her earnings from her work on SVU. The WMA Agreement expired by its terms on or about September 9, 2004.

After that date Mr. More and WMA continued to represent her, including in negotiations for her services on subsequent seasons of *SVU*.

4. It therefore came as a surprise when in early April 2011 – nearly two years after she terminated WMA in May 2009 – William Morris Endeavor Entertainment LLC (“WME”) filed a demand for arbitration in California, over commissions and other compensation to which WME claims it is entitled for Ms. Hargitay's services on the eleventh and twelfth seasons of *SVU* (*after* WMA management refused to assist her in negotiating for those seasons, and *after* she terminated WMA). WME bases its claims on the long-expired WMA Agreement – to which it was not a party, and which was never assigned to it – and a purported implied or oral contract which it contends arose between WMA and Ms. Hargitay.

5. WME's claims are devoid of any factual basis in that WME has never represented Ms. Hargitay, Ms. Hargitay has never had a contract with WME or consented to the assignment of any agreement with WMA to WME, and Ms. Hargitay has paid all commissions and other compensation owed on account of her services, including her services on *SVU* – which have been rendered entirely in New York and the New York area, not in California.

6. WME's claims are also without legal basis, as the supposedly “extended” WMA Agreement and the purported oral and/or implied contract under which WME seeks commissions and other compensation, are indefinite and cannot be performed within one year. Further, the supposedly “extended” WMA Agreement and the purported oral and/or implied contract are for services rendered in negotiating a business opportunity, and therefore must be in writing. As such, the contracts alleged by WME are void under New York's Statute of Frauds, New York Gen. Oblig. Law §5-701, and WME's claims for commissions and other compensation thereunder must fail. Additionally, under New York General Business Law section 186, Ms.

Hargitay is entitled to return of all commissions and other compensation paid by her or on her behalf, pursuant to any purported oral and/or implied agreement encompassing her services as an actor, including on *SVU*.

7. Accordingly, Ms. Hargitay brings this action to resolve the existing dispute between herself and WME as to the supposed extension of the WMA Agreement, and the purported oral/implied agreement(s) alleged by WME, to obtain a declaration from the Court of the parties' rights and obligations with respect to WME's claims, and for such other relief as the Court may deem just and appropriate.

JURISDICTION AND VENUE

8. The causes of action asserted herein arise under the provisions of the New York General Obligations Law, section 5-701.

9. This Court has jurisdiction over Plaintiff's First Cause of Action pursuant to NY CPLR 3001.

10. This Court has personal jurisdiction over Plaintiff because she is a resident of the City, County and State of New York.

11. This Court has personal jurisdiction over Defendant William Morris Endeavor Entertainment, LLC pursuant to NY CPLR 302, because it regularly transacts business and contracts to supply services within the State of New York, from which it derives substantial revenues, and because it has committed actions outside of New York giving rise to the claims asserted herein, which it should reasonably expect to have consequences in the State of New York, and derives substantial revenue from interstate commerce.

12. Venue is proper in this judicial district under NY CPLR 503, because Plaintiff is a resident of New York City and County, because a substantial part of the acts which are the

subject of this complaint, and the events giving rise to Plaintiff's claims, arose and occurred within this judicial district. Further, one or more of Defendant WME's principal places of business is located within the City, County and State of New York.

THE PARTIES

13. Plaintiff Mariska Hargitay is, and at all times mentioned herein was, a citizen and resident of the City and State of New York.

14. Upon information and belief, Defendant William Morris Endeavor Entertainment, LLC is a California limited liability company authorized to do business in New York, with its principal offices in New York, Beverly Hills, Nashville and London. Plaintiff is further informed and believes that Defendant WME is a theatrical employment agency within the meaning of NY General Business Law section 171(8), in that it "procures or attempts to procure employment or engagements for . . . the legitimate theater, motion pictures, radio, television . . . or other entertainments or exhibitions or performances"

15. Upon information and belief, non-party William Morris Agency, Inc. was a corporation organized under the laws of New York, with offices in New York, Beverly Hills, and elsewhere.

16. Plaintiff is unaware of the true names and capacities of Does 1 through 10, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will ask leave of Court to amend this Complaint to state the true names and capacities of the defendants sued as Does when the same are ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously named defendants is responsible in some manner for the actions and occurrences herein alleged, and that Plaintiff's damages, as herein alleged, were proximately caused by their conduct.

17. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant to this Complaint, defendants were the agents and employees of their co-defendants, and in doing the things alleged in this Complaint were acting within the course and scope of that agency and employment.

FACTUAL ALLEGATIONS

18. Plaintiff is a well-known actress. She is widely recognized for her long-running role as Detective Olivia Benson on the television show, *Law and Order: Special Victims Unit* (“*SVU*”), which she originated in 1999. Plaintiff has been nominated for numerous awards for her work on the show since then, including seven Emmy nominations, two Golden Globe nominations, two People's Choice nominations, and six Screen Actors' Guild nominations. She received the 2005 Golden Globe Award for Best Performance by an Actress in a Television Series - Drama, the 2006 Emmy Award for outstanding lead actress in a drama series, the 2004 Gracie Allen Award for Individual Achievement for Best Female Lead in a Drama Series, the 2009 Gracie Allen Award for Outstanding Female Lead in a Drama Series, and the 2007 Prism Award for Performance in a Drama Series Episode, for her role as Detective Benson.

19. Plaintiff, her husband, and their two children reside in New York, where *SVU* is filmed, and have done so since 1999 when she began work on the show.

20. Plaintiff was represented by United Talent Agency (“UTA”) when she landed the role of Detective Benson on *SVU*. After her former agent Erwin More joined the William Morris Agency Inc. (“WMA”) in or around June 2002, Ms. Hargitay became a client of WMA during the latter half of 2002.

21. At the time that Mr. More joined WMA, it had offices in New York, Beverly Hills, Nashville and London.

Plaintiff's September 10, 2003 Agreement With WMA

22. In or about September 2003, Plaintiff was asked to and did sign a General Services Agreement with WMA (the "WMA Agreement"). A copy of the WMA Agreement is attached hereto as Exhibit "A."

23. The WMA Agreement was for a term of one year beginning on September 10, 2003. Under the WMA Agreement, Plaintiff agreed to pay to WMA, and WMA agreed to accept,

ten (10%) percent of the gross compensation paid and/or payable, during or after the term hereof, under or by reason of every engagement, employment or contract covered by this agreement, now in existence or made or negotiated during the term hereof, and whether procured by you, me or any third party. . . . You shall be entitled to your said compensation . . . with respect to any specific aforesaid engagement, employment or contract, for so long as I may continue to be entitled to receive compensation pursuant thereto, including all modifications, additions, options, extensions, renewals, substitutions for, and replacements of such engagements, employment or contracts, directly or indirectly. For this purpose, any engagement, employment or contract with the same employer or any person, firm, corporation or other entity, owned and/or controlled by such employer, directly or indirectly, including but not limited to any affiliate or subsidiary of such employer, made, entered into or resumed within the four months immediately following the termination of any prior engagement, employment or contract with such employer, shall be deemed a substitution or replacement of such engagement, employment or contract. "Gross compensation," as used herein, means one hundred percent of all moneys, properties, and considerations of any kind or character, including but not limited to salaries, earnings, fees, royalties, rents, bonuses, gifts, proceeds, shares of stock or profit and stock options, without deduction of any kind.

(Emphasis added).

24. In addition, the WMA Agreement provided that, if within six months after the end of its term, Plaintiff "accepted any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom

(oral or written) shall be subject to all the terms hereof, including the payment provisions of paragraph 5 above.”

25. Plaintiff’s first *SVU* contract began in 1999, and was to last for seven seasons. Neither WMA nor WME had any part in negotiating Plaintiff’s 1999 *SVU* contract.

26. During the summer of 2004, Mr. More renegotiated certain points of Plaintiff’s *SVU* contract, which led to Plaintiff entering into an amended agreement with the producer of *SVU* (NBC) in 2004.

27. Pursuant to the WMA Agreement, Plaintiff paid WMA commissions on the increase in her episodic payments under the renegotiated 2004 *SVU* Agreement, and on the signing bonus she received. Under the 2004 *SVU* Agreement, Plaintiff also granted the show’s producer an option for the eighth season of *SVU*. When that option was picked up, Plaintiff paid WMA commissions on the full amount of her fees for the eighth season of *SVU*.

28. In September 2004, the WMA Agreement expired by its own terms. Plaintiff and WMA did not enter into a subsequent written general services agreement.

29. Plaintiff fully performed her obligations under the WMA Agreement and paid, or caused to be paid, all amounts due to WMA thereunder.

30. In or about 2007, WMA (again, through Mr. More) negotiated on Plaintiff’s behalf with the producer of *SVU* for seasons 9 and 10 of the show, resulting in an amended and restated agreement for Plaintiff’s services on *SVU*.

31. Although there was no written agreement between Plaintiff and WMA in 2007 for services or payment of commissions, WMA collected commissions of ten percent on all payments made and consideration provided to Plaintiff for her work on seasons 9 and 10 of *SVU*.

32. In or about February 2009, Mr. More began negotiating with the producer of *SVU* for Plaintiff's services on seasons 11 and 12 of the show. At this time, again, there was no written agreement between Plaintiff and WMA for services or payment of commissions. Although Mr. More sought to involve WMA's top management in the negotiations with NBC, they refused (which was highly unusual in a deal of this magnitude), and advised him to take what NBC offered, without improvement. Plaintiff rejected this approach and NBC's offer, and negotiations ceased when NBC refused to counter.

Plaintiff Leaves WMA Before the Endeavor Merger

33. In or about late April 2009, WMA and Endeavor Talent Agency announced that they would merge to form William Morris Endeavor Entertainment, LLC ("WME").

34. Leading up to and as a result of the merger, a number of agents left WMA to work at other talent agencies. Plaintiff's agent Erwin More left WMA on May 18, 2009, and subsequently went to Paradigm.

35. On or about May 20, 2009, Ms. Hargitay gave written notice to WMA that WMA no longer represented her, and directed that any inquiries, files and correspondence be forwarded to Mr. More at Paradigm.

36. At the time that Plaintiff terminated WMA's representation, WMA had been paid all amounts due to it on account of her employment, including with respect to her work on *SVU*.

37. In the latter half of June 2009 Plaintiff reached an agreement with NBC for her services on seasons 11 and 12 of *SVU*. Plaintiff's agreement for seasons 11 and 12 included important improvements which were not included in NBC's prior offer or in Plaintiff's agreement for seasons 9 and 10 of *SVU*, and rendered the agreement for seasons 11 and 12 significantly

different from the prior agreement. Paradigm collected commissions of ten percent on all payments made and consideration provided to Plaintiff for her work on seasons 11 and 12 of *SVU*.¹

WME Demands Arbitration and 10% of Plaintiff's *SVU* Earnings

38. On or about April 7, 2011, without warning or advance notice to Plaintiff, WME commenced an arbitration proceeding against Plaintiff before JAMS in California. WME seeks commissions on Plaintiff's gross earnings and any other compensation arising from Plaintiff's employment on seasons 11 and 12 of *SVU*, based on a supposed oral or implied extension of the WMA Agreement on the terms stated therein, and the alleged subsequent conduct of Plaintiff and WMA. In its demand for arbitration, WME contends that it represented Plaintiff, that it undertook negotiations with *SVU*'s producer on Plaintiff's behalf with regard to seasons 11 and 12, and that Plaintiff accepted an offer for seasons 11 and 12 while she was represented by WME. WME has demanded arbitration pursuant to an arbitration agreement entered into between Plaintiff and *WMA*, on September 10, 2003.

39. At no time has Plaintiff agreed to arbitrate any claims with or against WME.

40. WME has never represented or provided any services to Plaintiff at any time.

WME has never had a written agreement with Plaintiff. Nor has Plaintiff entered into any implied or oral agreement with WME.

41. At no time did Plaintiff consent to an assignment of the September 10, 2003 WMA Agreement to any party other than WMA, including without limitation WME.

¹ However, on one occasion of which Plaintiff is aware, WME took a commission to which it was not entitled, when *SVU* producer NBC mistakenly sent a check for Plaintiff's services on one episode of *SVU* to WME instead of Paradigm. Instead of forwarding the check to Plaintiff's business manager, WME kept approximately \$38,000 of the \$385,000 total amount, and remitted the balance to Plaintiff's business manager.

42. At no time did Plaintiff consent to an assignment of any purported oral or implied agreement with WMA after the September 10, 2003 WMA Agreement expired, to any other party including without limitation WME.

43. Because WMA had no authority to assign its alleged oral/implied agreement with Plaintiff, WME lacks privity to pursue claims against Plaintiff for commissions or other compensation.

44. Plaintiff's obligations to provide services under a supposed oral or implied extension of the WMA Agreement, or under any other implied or oral agreement, as asserted by Defendant WME, were indefinite and therefore could not be performed within one year.

45. As a result, any purported oral or implied agreement between Plaintiff and WMA, subsequent to the September 10, 2003 WMA Agreement, was void under the Statute of Frauds, New York General Obligations Law section 5-701(a)(1).

46. Similarly, Plaintiff's obligations to provide services under the purported extension of the WMA Agreement, or under any other oral/implied agreement with WME, were indefinite and therefore could not be performed within one year.

47. As a result, any purported agreement between Plaintiff and WME was void under the Statute of Frauds, New York General Obligations Law section 5-701(a)(1).

48. Additionally, the extended, oral and/or implied agreement(s) claimed by WME are for services rendered in negotiating a business opportunity. Such agreements are required to be in writing. As such, the agreement(s) alleged by WME are void under the Statute of Frauds, New York General Obligations Law section 5-701(a)(10).

49. Moreover, the purported agreement(s) under which WME seeks to collect commissions and other compensation from Plaintiff fail to comply with the requirements of the

New York General Business Law, including Sections 181 and 185 thereof. As such, the purported agreement(s) are void as contrary to law and public policy.

50. Therefore, for all of the foregoing reasons, WME is not entitled to commissions on Plaintiff's earnings or other consideration received by Plaintiff, from any source.

CAUSE OF ACTION

Declaratory Relief Against All Defendants

51. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 to 50, inclusive, and incorporates them by reference as though fully and completely set forth herein.

52. An actual controversy has arisen and now exists between Plaintiff, on the one hand, and WME, on the other hand, regarding the (non)existence of a contract between Plaintiff and WME, and WME's demand that Plaintiff pay agency commissions of ten percent on all monies and other consideration received by Plaintiff, directly or indirectly, including on account of her work on seasons 11 and 12 of *SVU*.

53. Plaintiff desires a determination of her rights and a declaration that:

- (a) No contract now exists, or has ever existed, between Plaintiff and Defendant WME;
- (b) The General Services Agreement between Plaintiff and WMA expired by its terms as of September 9, 2004;
- (c) Defendant WME was and is not a party to the General Services Agreement between Plaintiff and WMA;
- (d) Any oral or implied contract purportedly entered into between Plaintiff and Defendant WME is void as prohibited by New York's statute of frauds;

- (e) Any oral or implied contract purportedly entered into between Plaintiff and WMA is void as prohibited by New York's statute of frauds;
- (f) Plaintiff has no obligation to Defendant WME or any predecessor thereto, for commissions or any other compensation of any kind;

54. A declaration is necessary and appropriate at this time under all of the circumstances, so that Plaintiff and WME may determine their rights and liabilities with regard to the nonexistence of a contract between them, and Plaintiff's non-liability to WME for any commissions on her earnings from, *inter alia*, her work on seasons 11 and 12 of *SVU*.

55. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Mariska Hargitay prays for judgment against Defendant William Morris Endeavor Entertainment LLC, and Does 1-10, inclusive, as follows:

- A. For a declaration that:
 - i. No contract now exists, or has ever existed, between Plaintiff and Defendant WME;
 - ii. The General Services Agreement between Plaintiff and WMA expired by its terms as of September 10, 2004;
 - iii. Defendant WME was and is not a party to the General Services Agreement between Plaintiff and WMA;
 - iv. Any oral or implied contract purportedly entered into between Plaintiff and Defendant WME is void as prohibited by New York's statute of frauds;
 - v. Any oral or implied contract purportedly entered into between Plaintiff and WMA is void as prohibited by New York's statute of frauds;

- vi. Plaintiff has no obligation to Defendant WME or any predecessor thereto, for commissions or any other compensation of any kind;
- B. For compensatory and consequential damages in an amount to be proven at trial,
- C. For the costs and disbursements incurred in this action;
- D. For interest at the legal rate;
- E. For such other and further relief as the Court may deem just and proper.

Dated: New York, New York
April 27, 2011

BLANK ROME LLP

By: 

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Attorneys for Plaintiff

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

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MARISKA HARGITAY, : Index No.:
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 : Petitioner, :
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 : -against- : **PETITION FOR**
 : **STAY OF ARBITRATION**
 :
 WILLIAM MORRIS ENDEAVOR :
 ENTERTAINMENT, LLC, :
 :
 : Respondent. :
 :
 :
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Petitioner Mariska Hargitay ("Petitioner"), by her attorneys, Blank Rome LLP and Kinsella Weitzman Iser Kump & Aldisert LLP, files this Petition against Respondent, William Morris Endeavor Entertainment, LLC, and states as follows:

1. This petition is brought pursuant to CPLR §7502 and §7503, seeking a stay of all proceedings in the arbitration pending before JAMS in Santa Monica, California, entitled *William Morris Endeavor Entertainment, LLC v. Mariska Hargitay* (the "JAMS Arbitration"). The JAMS Arbitration should be stayed because there is no valid arbitration agreement, and because the New York courts have jurisdiction over the parties and the claims at issue in the arbitration.

SUMMARY OF THE PETITION AND RELIEF SOUGHT

2. Petitioner is a well-known, award-winning actress who for the last twelve years has played Detective Olivia Benson on the long-running television show *Law and Order: Special Victims Unit* ("SVU"). She and her family reside in New York, where *SVU* is filmed.

3. When Petitioner landed the role of Detective Benson in 1999, she was represented by United Talent Agency (“UTA”). In or about the latter half of 2002, she became a client of William Morris Agency, Inc. (“WMA”), after her former agent Erwin More joined that agency. Mr. More was Petitioner's agent at WMA until May 18, 2009, and subsequently represented Petitioner at Paradigm Talent Agency (“Paradigm”).

4. While Mr. More was at WMA, Petitioner entered into a one-year representation agreement with the agency (the “WMA Agreement”), pursuant to which WMA was to and did receive ten percent of Petitioner's gross earnings, including her earnings from her work on *SVU*. The WMA Agreement expired by its terms on or about September 9, 2004. After that date, Petitioner had no written representation agreement with WMA, although Mr. More and WMA continued to represent her, including in negotiations for her services on subsequent seasons of *SVU*.

5. It therefore came as a surprise when in early April 2011 – nearly two years after Petitioner terminated William Morris Agency, Inc. as her agents in May 2009 – Respondent William Morris Endeavor Entertainment, LLC filed a demand for arbitration against Petitioner in California, over commissions and other compensation to which Respondent claims it is entitled for Petitioner's services on the eleventh and twelfth seasons of *SVU* (*after* WMA management refused to assist her in negotiating for those seasons, and *after* she terminated WMA).

6. Respondent bases its demand for arbitration on a Mutual Agreement to Arbitrate signed by Petitioner and WMA in 2003, to which Respondent was not a party and which was not assigned to Respondent. Respondent bases its claims in arbitration on the long-expired WMA Agreement – to which it also was not a party, and which also was never assigned to it – and a purported implied or oral contract which it contends arose between WMA and Petitioner.

7. Respondent's claims are devoid of any factual basis in that Respondent has never represented Petitioner, Petitioner has never agreed to arbitrate with Respondent, Petitioner has never had a contract with Respondent or consented to the assignment of any agreement with WMA to Respondent, and Petitioner has paid all commissions and other compensation owed on account of her services, including her services on *SVU* – which have been rendered entirely in New York and the New York area, not in California.

8. Respondent's claims are also without legal basis, as the supposedly “extended” WMA Agreement and the purported oral and/or implied contract under which Respondent seeks commissions and other compensation, are void under New York's Statute of Frauds, New York Gen. Oblig. Law §5-701. Additionally, under New York General Business Law section 186, Petitioner is entitled to return of all commissions and other compensation paid by her or on her behalf, pursuant to any purported oral and/or implied agreement encompassing her services as an actor, including on *SVU*.

9. Accordingly, Petitioner brings this Petition to stay the JAMS Arbitration, and concurrently is filing an action in New York Supreme Court to resolve the existing dispute with Respondent as to the supposed extension of the WMA Agreement and the purported oral/implied agreement(s) alleged by Respondent, to obtain a declaration from the Court of the parties' rights and obligations with respect to Respondent's claims, and for such other relief as the Court may deem just and appropriate

THE PARTIES AND JURISDICTION

10. Petitioner is, and at all times mentioned herein was, a citizen and resident of the City and State of New York.

11. Upon information and belief, Respondent William Morris Endeavor Entertainment, LLC is a California limited liability company authorized to do business in New York, with a principal place of business located at 1325 Avenue of the America, #15, New York, New York 10019, and other offices located in Beverly Hills, Nashville and London.

12. Venue in this county is proper pursuant to NY CPLR 7502(a)(i), because Respondent has a principal place of business in New York County, and Petitioner is a resident of New York City and County.

STATEMENT OF FACTS

13. Petitioner is a well-known actress. She is widely recognized for her long-running role as Detective Olivia Benson on the television show, *Law and Order: Special Victims Unit* (“*SVU*”), which she originated in 1999. Petitioner has been nominated for numerous awards for her work on the show since then, including seven Emmy nominations, two Golden Globe nominations, two People's Choice nominations, and six Screen Actors' Guild nominations. She received the 2005 Golden Globe Award for Best Performance by an Actress in a Television Series - Drama, the 2006 Emmy Award for outstanding lead actress in a drama series, the 2004 Gracie Allen Award for Individual Achievement for Best Female Lead in a Drama Series, the 2009 Gracie Allen Award for Outstanding Female Lead in a Drama Series, and the 2007 Prism Award for Performance in a Drama Series Episode, for her role as Detective Benson.

14. Petitioner, her husband, and their two children reside in New York, where *SVU* is filmed, and have done so since 1999 when she began work on the show.

15. Petitioner was represented by United Talent Agency (“UTA”) when she landed the role of Detective Benson on *SVU*. After her former agent Erwin More joined the William

Morris Agency Inc. ("WMA") in or around June 2002, Petitioner became a client of WMA during the latter half of 2002.

16. At the time that Mr. More joined WMA, it had offices in New York, Beverly Hills, Nashville and London.

Petitioner's September 10, 2003 Agreement With WMA and Arbitration Agreement

17. In or about September 2003, Petitioner was asked to and did sign a General Services Agreement with WMA (the "WMA Agreement"). A copy of the WMA Agreement is attached hereto as Exhibit "A."

18. The WMA Agreement was for a term of one year beginning on September 10, 2003. Under the WMA Agreement, Petitioner agreed to pay to WMA, and WMA agreed to accept, "ten (10%) percent of the gross compensation paid and/or payable, during or after the term hereof, under or by reason of every engagement, employment or contract covered by this agreement, now in existence or made or negotiated during the term hereof, and whether procured by you, me or any third party. . . ."

19. In addition, the WMA Agreement provided that, if within six months after the end of its term, Petitioner "accepted any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all the terms hereof, including the payment provisions of paragraph 5 above."

20. Also on September 10, 2003, Petitioner signed a separate Mutual Agreement to Arbitrate with WMA (the "Arbitration Agreement"). The Arbitration Agreement stated that it was "entered into between William Morris Agency, Inc.(referred to herein as the 'Agency') and

MARISKA HARGITAY (referred to herein as 'you' or 'your')." A copy of the Arbitration Agreement is attached hereto as Exhibit "B."

21. The Arbitration Agreement provides in pertinent part that,

All disputes and controversies of every kind and nature whatsoever between the Agency and you arising out of, or in connection with, our representation of you (the "Agency Relationship"), including but not limited to any controversy under any contract between us or as to its existence, validity, construction, performance, nonperformance, breach, operation, continuance, or termination, shall be submitted in a timely manner to final and binding arbitration, regardless of whether either party has terminated or purported to terminate the Agency Relationship. Said arbitration shall be in accordance with the arbitration provisions of [the American Arbitration Association] [JAMS] (*cross out one*).

22. Neither the Arbitration Agreement nor the WMA Agreement contain a choice of law provision or a venue provision.

Negotiations for Petitioner's Services On *SVU*

23. Petitioner's first *SVU* contract began in 1999, and was to last for seven seasons. Neither WMA nor Respondent had any part in negotiating Petitioner's 1999 *SVU* contract.

24. During the summer of 2004, Mr. More renegotiated certain points of Petitioner's *SVU* contract, which led to Petitioner entering into an amended agreement with the producer of *SVU* (NBC) in 2004.

25. Pursuant to the WMA Agreement, Petitioner paid WMA commissions on the increase in her episodic payments under the renegotiated 2004 *SVU* Agreement, and on the signing bonus she received. Under the 2004 *SVU* Agreement, Petitioner also granted the show's producer an option for the eighth season of *SVU*. When that option was picked up, Petitioner paid WMA commissions on the full amount of her fees for the eighth season of *SVU*.

26. In September 2004, the WMA Agreement expired by its own terms. Petitioner and WMA did not enter into a subsequent written general services agreement.

27. Petitioner fully performed her obligations under the WMA Agreement and paid, or caused to be paid, all amounts due to WMA thereunder.

28. In or about 2007, WMA (again, through Mr. More) negotiated on Petitioner's behalf with the producer of *SVU* for seasons 9 and 10 of the show, resulting in an amended and restated agreement for Petitioner services on *SVU*.

29. Although there was no written agreement between Petitioner and WMA in 2007 for services or payment of commissions, WMA collected commissions of ten percent on all payments made and consideration provided to Petitioner for her work on seasons 9 and 10 of *SVU*.

30. In or about February 2009, Mr. More began negotiating with the producer of *SVU* for Petitioner's services on seasons 11 and 12 of the show. At this time, again, there was no written agreement between Petitioner and WMA for services or payment of commissions. Although Mr. More sought to involve WMA's top management in the negotiations with NBC, they refused (which was highly unusual in a deal of this magnitude), and advised him to take what NBC offered, without improvement. Petitioner rejected this approach and NBC's offer, and negotiations ceased when NBC refused to counter.

Petitioner Leaves WMA Before the Endeavor Merger

31. In or about late April 2009, WMA and Endeavor Talent Agency announced that they would merge to form Respondent William Morris Endeavor Entertainment, LLC.

32. Leading up to and as a result of the merger, a number of agents left WMA to work at other talent agencies. Petitioner's agent Erwin More left WMA on May 18, 2009, and subsequently went to Paradigm.

33. On or about May 20, 2009, Petitioner gave written notice to WMA terminating their representation of her, and directed that any inquiries, files and correspondence be forwarded to Mr. More at Paradigm.

34. At the time that Petitioner terminated WMA's representation, WMA had been paid all amounts due to it on account of her employment, including with respect to her work on *SVU*.

35. In the latter half of June 2009 Petitioner reached an agreement with NBC for her services on seasons 11 and 12 of *SVU*. Petitioner's agreement for seasons 11 and 12 included important improvements which were not included in NBC's prior offer or in Petitioner's agreement for seasons 9 and 10 of *SVU*, and which rendered the agreement for seasons 11 and 12 significantly different from the prior agreement. Paradigm collected commissions of ten percent on all payments made and consideration provided to Petitioner for her work on seasons 11 and 12 of *SVU*.¹

The Stay Of Arbitration Should Be Granted Because There Is No Valid Arbitration Agreement Between Petitioner and Respondent

36. On or about April 7, 2011, without warning or advance notice to Petitioner, Respondent submitted its Demand for Arbitration and Statement of Claim to JAMS in Santa Monica, California. A copy of Respondent's correspondence to JAMS, attaching the Demand for Arbitration, Statement of Claim, a Proof of Service, and Mutual Agreement to Arbitrate, is attached hereto as Exhibit "C."

¹ However, on one occasion of which Petitioner is aware, Respondent took a commission to which it was not entitled, when *SVU* producer NBC mistakenly sent a check for Petitioner's services on one episode of *SVU* to Respondent instead of Paradigm. Instead of forwarding the check to Petitioner's business manager, Respondent kept approximately \$38,000 of the \$385,000 total amount, and remitted the balance to Petitioner's business manager.

37. Although Respondent submitted a Proof of Service to JAMS with its Demand for Arbitration and Statement of Claim, Respondent did not actually serve Petitioner with those documents. Instead, Respondent served Petitioner's former agent, Erwin More of Paradigm.

38. Petitioner has not yet been properly served with Respondent's Demand for Arbitration and accompanying documents, and makes this Petition in an abundance of caution, to avoid multiple proceedings with potentially conflicting results. Concurrently with this Petition, Petitioner is filing in this Court a Complaint for Declaratory Relief, to resolve the dispute between herself and Respondent as to the supposed extension of the WMA Agreement and the purported oral/implied agreement(s) alleged by Respondent, and to obtain a declaration of the parties' rights and obligations with respect to Respondent's claims.

39. In its Statement of Claim, Respondent alleges that it is entitled to commissions on Petitioner's gross earnings and any other compensation arising from Petitioner's employment on seasons 11 and 12 of *SVU*, based on a supposed oral or implied extension of the expired 2003 WMA Agreement on the terms stated therein, and the alleged conduct of Petitioner and WMA.

40. Petitioner's obligations to provide services under a supposed oral or implied extension of the WMA Agreement, or under any other implied or oral agreement, as asserted by Respondent, were indefinite and therefore could not be performed within one year. Additionally, the extended, oral and/or implied agreement(s) claimed by Respondent are for services rendered in negotiating a business opportunity, which are required to be in writing. As a result, any purported agreement between Petitioner and Respondent was void under the Statute of Frauds, New York General Obligations Law section 5-701(a)(1). Moreover, the purported agreement(s) under which Respondent seeks to collect commissions and other compensation from Petitioner fail to comply with the requirements of the New York General Business Law, including Sections

181 and 185 thereof. As such, the purported agreement(s) are void as contrary to law and public policy.

41. Respondent mistakenly and improperly relied upon the prior Mutual Agreement to Arbitrate between Petitioner and WMA, to bring its claims for arbitration before JAMS. Respondent's Demand for Arbitration and Statement of Claim do not mention that Respondent was not a party to the expired WMA Agreement upon which it relies, or that the Arbitration Agreement was not made between Petitioner and Respondent. Respondent's Demand for Arbitration and Statement of Claim further do not mention the fact that Respondent has never represented or provided any services to Petitioner.

42. At no time has Petitioner agreed to arbitrate any claims with or against Respondent.

43. Respondent has never had a written agreement with Petitioner. Nor has Petitioner entered into any implied or oral agreement with Respondent.

44. At no time did Petitioner consent to an assignment of the Arbitration Agreement to any party other than WMA, including without limitation Respondent.

45. At no time did Petitioner consent to an assignment of the September 10, 2003 WMA Agreement to any party other than WMA, including without limitation Respondent.

46. At no time did Petitioner consent to an assignment of any purported oral or implied agreement with WMA after the September 10, 2003 WMA Agreement expired, to any other party including without limitation Respondent.

47. Because WMA had no authority to assign its Arbitration Agreement with Petitioner, Respondent lacks privity to pursue claims against Petitioner in arbitration pursuant to the Arbitration Agreement.

48. Because WMA had no authority to assign any alleged oral/implied agreement with Petitioner, Respondent lacks privity to pursue claims against Petitioner for commissions or other compensation.

49. For all of the foregoing reasons, there is no valid or existing arbitration agreement between the parties, and the JAMS Arbitration should be stayed.

WHEREFORE, based upon the foregoing, Petitioner respectfully requests that this Court stay the JAMS Arbitration, and award such other and further relief as the Court may deem just and proper.

Dated: New York, New York
April 27, 2011

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