

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE
COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 09-45461 CA 09

SOBE ENTERTAINMENT
INTERNATIONAL, LLC,
a Delaware Limited Liability Company,

Plaintiff,

vs.

PAUL WIGHT a/k/a "THE BIG SHOW",
BESS WIGHT f/k/a BESS KATRAMADOS, and
WORLD WRESTLING ENTERTAINMENT, INC.,
a Delaware Corporation,

Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, SoBe Entertainment International, LLC, a Delaware Limited Liability Company ("SoBe"), sues Defendants, Paul Wight ("Wight," a/ka/ "the Big Show"), Bess Wight and World Wrestling Entertainment, Inc. ("WWE"), and alleges as follows:

THE PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, costs, and attorneys' fees. This Court has jurisdiction under Article V, section 5 of the Florida Constitution and section 26.012, Fla. Stat.

2. This action arises out of an exclusive written contract between SoBe and Wight, which was entered into and to be performed in Miami-Dade County, Florida.

3. Specifically, on or about March 1, 2007, Wight entered into an exclusive written contract with SoBe to act as a performer, entertainer, actor, boxer, wrestler, athlete and celebrity

person for a five-year period covering March 1, 2007 through February 27, 2012. Since November 4, 2007, Wight has materially breached the written contract by refusing to perform under its terms and performing as a professional wrestler for the Defendant WWE, which has tortiously interfered with the contractual relationship between SoBe and Wight.

4. The Plaintiff SoBe is a Delaware limited liability company with its principal place of business in Miami-Dade County, Florida. SoBe's Chief Executive Officer and Managing Member is Mr. Cecile D. Barker ("Barker").

5. The Defendant Paul Wight is a resident of Miami-Dade County, Florida. Accordingly, this Court has personal jurisdiction over him. Alternatively, personal jurisdiction also exists over Wight under section 48.193(1)(g), Fla. Stat., because the causes of action against him arise from his breach of contract within Florida.

6. The Defendant Bess Wight is a resident of Miami-Dade County, Florida. Accordingly, this Court also has personal jurisdiction over her.

7. The Defendant WWE is a Delaware corporation with its principal place of business in Stamford, Connecticut. Personal jurisdiction exists over the WWE under section 48.193(1)(b), Fla. Stat., because the cause of action against the WWE arises from the commission of a tortious act within the State of Florida. Alternatively, personal jurisdiction exists over the WWE under section 48.193(2), Fla. Stat., because the WWE engages in substantial and not isolated activity within the State of Florida.

8. Venue is proper in Miami Dade County, Florida, because the causes of action accrued in Miami-Dade County, Florida, and Defendants Paul Wight and Bess Wight reside in Miami-Dade County, Florida.

9. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

10. SoBe has hired the undersigned attorneys and has agreed to pay them a reasonable fee.

FACTUAL ALLEGATIONS

Wight the Professional Wrestler

11. Paul Wight has been a professional wrestler since approximately 1995.

12. As a professional athlete, Wight has special, unique and extraordinary physical attributes and abilities, with an impressive height of approximately seven feet and weight of approximately 500 pounds. He has been successfully marketed as “The Giant” and “The Big Show” as a result of his extraordinary size and abilities.

13. Indeed, he is well-known for his professional wrestling talents and has become quite popular, reaching celebrity status among the professional wrestling enthusiasts. He has wrestled for several wrestling organizations, including the WWE, and has headlined in numerous wrestling events, earning millions of dollars.

14. From 1999 through the end of 2006, Wight wrestled for the WWE under the name “The Big Show.” However, at the end of 2006, Wight’s relationship with the WWE terminated.

Wight Enters into an Exclusive Contract with SoBe

15. In early 2007, Wight (who was unemployed at the time), his wife Bess, and Terry Bollea (a/k/a Hulk Hogan), presented Barker with a business proposition. In particular, Wight represented to Barker that his unique abilities, experience and celebrity status as a wrestler could be transformed and exploited in the sport of professional boxing. Indeed, Wight represented that he was committed and dedicated to a new career in boxing.

16. Wight then proposed that if SoBe agreed to advance costs for his training as a professional boxer, he would agree to be managed exclusively by SoBe for not less than five years.

17. Based on Wight's representations, on or about March 1, 2007, SoBe and Wight entered into an exclusive personal services contract (the "contract") wherein Wight agreed to act, exclusively for SoBe and no one else, as a performer, entertainer, actor, boxer, wrestler, athlete and celebrity person (the "professional services") for the five-year period covering March 1, 2007 through February 27, 2012. A true and correct copy of the executed written contract is attached as Exhibit "A".

18. In exchange, SoBe agreed to pay Wight a minimum base salary of eighty-four thousand dollars (\$84,000) per month (or one million eight-thousand dollars [\$1,008,000] per year). In addition, SoBe agreed to advance up to one million dollars (\$1,000,000) as a housing advance, and to pay for reasonable related business expenses. All funds paid directly to Wight or on his behalf were to be treated as advances to be recouped from his future earnings in excess of certain minimum guarantees.

19. Shortly after signing the agreement, Wight began his training as a professional boxer. As agreed, SoBe paid for Wight's salary, training facilities, training expenses, trainer(s), training partners, air fare, hotels, car services, and legal expenses, among other things. During the training paid for by SoBe, Wight lost weight, quit smoking, and improved his physical fitness.

20. On or about April 20, 2007, Barker, on behalf of SoBe, advanced approximately one million dollars (\$1,000,000) for the purchase of a home for Wight and his wife Bess. The home was titled in the name of Wight and Bess Wight, and was located at 8330 S.W. 52nd

Avenue, Miami, Florida 33143. This advance represented the agreed-upon housing advance contemplated in paragraph six (6) of the contract. The purchase of the home was documented by separate loan agreement and promissory note. The Wights currently reside in the home purchased with funds obtained from SoBe through Barker.

21. When requesting the housing advance agreed-upon in the contract, Wight and his wife Bess falsely claimed to have no other outstanding debts or obligations that would in any way adversely affect their personal financial position or their ability to make timely interest and accrued principal payments.

22. Specifically, Wight and his wife Bess actively and knowingly concealed at the time that they had failed to pay taxes in the amount of \$405,068.55 to the Internal Revenue Service. And, that in April 2005, the Internal Revenue Service filed a tax lien against their property located at 12406 Tarpon Springs Road, Odessa, FL 33556. A copy of the Federal Tax Lien is attached as Exhibit "B". The property was titled as Paul Wight and Bess Katramados, Bess Wight's maiden name.

Wight Materially Breaches the Contract

23. After receiving the housing advance to the tune of approximately \$1,000,000 from SoBe, Wight and his wife Bess refused to execute a second mortgage on the Miami home in favor of SoBe, as required by paragraph six (6) of the contract. Wight thus materially breached the contract by failing to obtain the agreed-upon second mortgage. Instead of performing under the terms of the contract, Wight obtained and used a line of credit on the home to reduce the tax lien and other personal expenses.

24. Incredibly and egregiously, after accepting the substantial benefits conferred upon Wight by SoBe, in November 2007, Wight notified SoBe that he would no longer honor or otherwise fulfill his obligations under the contract.

The Advances

25. From March 1, 2007, through the date of Wight's material breach, SoBe advanced approximately two million dollars (\$2,000,000) to and for the benefit of Wight and Bess Wight.

26. Wight and Bess Wight voluntarily accepted the benefits conferred knowing that Wight was required to perform the terms of contract.

27. Wight and Bess Wight have refused to reimburse SoBe for the expenses advanced, including his salary and home advance.

The WWE Tortiously Interfered with SoBe's Agreement with Wight

28. Egregiously, just shortly after breaching the contract, Wight conveniently resigned with the WWE for professional services he had exclusively contracted for with SoBe. According to published reports, Wight was under contract with the WWE by January 2008, a mere two months after he notified SoBe that he would not perform his obligations under the contract.

29. As a result, Wight returned to the WWE as the "Big Show" on February 17, 2008 at its "No Way Out Pay-Per-View Event."

30. Significantly, the WWE scripted Wight's big return to involve an altercation with Floyd Mayweather Jr., ("Mayweather"), the well-known former welterweight boxing champion. This was consistent with the widely held view that the Big Show had left the WWE at the end of 2006 to pursue a professional boxing career.

31. After Mayweather punched the Big Show in the face at No Way Out, the WWE arranged for the Big Show and Mayweather to headline its biggest pay-per-view event of the year, Wrestlemania XXIV.

32. Wrestlemania XXIV was scheduled for March 30, 2008. According to reports, the WWE paid Mayweather an amazing twenty million dollars (\$20,000,000) to appear against the Big Show.

33. On March 28, 2008, SoBe, through counsel at the time, sent a letter to the WWE advising that it was tortiously interfering with the contractual relationship between SoBe and Wight, and requested that the Big Show not perform at Wrestlemania XXIV.

34. Accordingly, the WWE knew of the existence of the contractual relationship between Wight and SoBe at least as early as March 28, 2008.

35. Upon information and belief, the WWE knew of the existence of the contractual relationship even before March 28, 2008, as the fact that Wight was training as a boxer and sought a career in professional boxing prior to January 2008 was publicly well-known.

36. Despite the WWE's knowing that (i) SoBe had an exclusive contract with Wight for professional services, and (ii) Wight's continuing to perform for the WWE was a material breach of the contract Wight had with SoBe, the WWE, showing a complete disregard for SoBe's contractual rights, moved forward with the Big Show/Mayweather headline event - which proved to be a success for the WWE. According to the WWE, it generated approximately thirty one million dollars (\$31,000,000) in gross sales and approximately seven million dollars (\$7,000,000) in profit contribution from Wrestlemania XXIV.

37. Inexcusably, the WWE continued showing a complete disregard for the rights of SoBe by subsequently scheduling the Big Show to perform in no less than seven (7) pay per view events in 2008, as well as other live events.

38. On April 2, 2009, once again, SoBe warned the WWE of Wight's material breaches and of the WWE's tortious interference with SoBe's contractual relationship. And, once again, the WWE disregarded the rights of SoBE by having Wight headline in Wrestlemania.

39. Again, the WWE handsomely profited at the expense of SoBe. The WWE itself reported that it generated fifty-two million dollars (\$52,000,000) in gross sales from Wrestlemania XXV.

40. So far in 2009, the Big Show has headlined in three major pay-per-view events including the Royal Rumble, Wrestlemania XXV, Judgment Day and Extreme Rules where he wrestled John Cena, one of the WWE's biggest stars.

41. The importance of the Big Show to the WWE cannot be overstated. From 1999 to June 7, 2009 (the date of Extreme Rules), the Big Show participated in, or headlined in, more than sixty (60) pay-per-view events.

42. At a minimum, the WWE has had knowledge of SoBe's contractual relationship with Wight since March 28, 2008. Yet, the WWE has willingly continued to use Wight's professional services while knowing that Wight's continued employment with and performance for the WWE is in material breach of Wight's exclusive contractual relationship with SoBe.

COUNT I – BREACH OF CONTRACT

43. Plaintiff adopts and realleges paragraphs 1 to 42 above as if fully set forth herein.

44. SoBe and Wight entered into a valid written contract on or about March 1, 2007.

45. Pursuant to the terms of the contract, Wight was bound, for valuable consideration, to provide SoBe the exclusive right to his professional services for a stipulated period of five years, through and including February 27, 2012.

46. Wight materially breached the contract by (i) failing to perform the promised professional services for SoBe; (ii) failing to acquire a second mortgage in favor of SoBe; and (c) performing professional services for the WWE, which professional services he was obligated to perform exclusively for SoBe.

47. As a direct and proximate result of Wight's material breaches of the contract, SoBe suffered damages, including the advances paid to Wight and lost profits.

WHEREFORE, SoBe demands judgment against Wight to pay SoBe for compensatory damages, including lost profits, as well as prejudgment interest, costs, and such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT

48. Plaintiff adopts and realleges paragraphs 1 to 42 above as if fully set forth herein.

49. SoBe conferred a benefit of approximately two million dollars (\$2,000,000) upon Wight and Bess Wight by paying Wight a salary of eighty-four thousand dollars (\$84,000) per month, providing an advance of approximately one million dollars (\$1,000,000) for the purchase of a home jointly titled in the name of Wight and Bess Wight located at 8330 S.W. 52nd Avenue, Miami, Florida 33143, and paying for other training related expenses.

50. Wight and Bess Wight voluntarily accepted and have retained the benefits conferred by SoBe.

51. As a direct and proximate result of Wight's material breaches, Wight and his wife have been unjustly enriched by the benefits conferred upon them by SoBe, and it would be

inequitable for them to retain the approximately two million dollars (\$2,000,000) paid to them prior to Wight's breach.

WHEREFORE, SoBe demands judgment against Wight and Bess Wight for the unjustly retained funds, as well as prejudgment interest, costs, and such other and further relief as this Court deems just and proper.

COUNT III – EQUITABLE LIEN

52. Plaintiff adopts and realleges paragraphs 1 to 42 and 49 to 51 above as if fully set forth herein.

53. Based upon the representations and promises of Wight, SoBe provided Wight and Bess Wight a housing advance of approximately one million dollars (\$1,000,000) for the purchase of a jointly titled home, with the express understanding that the housing advance would be repaid and that SoBe would take a secondary mortgage.

54. Wight and Bess Wight accepted the benefits of the housing advance and used it as a substantial down payment for the purchase of a home located at 8330 S.W. 52nd Avenue, Miami, Florida 33143.

55. However, instead of providing SoBe with the promised second mortgage, the Wight's obtained a line of credit using the home equity that was provided by the housing advance. The Wight's then used the line of credit to pay down other debt.

56. Thereafter, instead of making any debt repayment to SoBe, Wight materially breached the contract and began to work for the WWE.

57. The Wight's unjustly enriched themselves by their egregious conduct, and in so doing, they completely disregarded the rights of SoBe.

58. Simply put, by entering into the contract with SoBe and accepting the benefit of the housing advance, Wight and his wife manifested their intent to impose a security interest in favor of SoBe on their jointly titled home, with the obligation to repay SoBe, and thus, equity and good conscience requires that an equitable lien be imposed upon their property.

59. In addition, based upon the facts and circumstances of this case, equity requires that an equitable lien be imposed out of general considerations of justice.

WHEREFORE, SoBe respectfully requests that this Court impose an equitable lien upon Paul and Bess Wight's property located at 8330 S.W. 52nd Avenue, Miami, Florida 33143, and direct that the lien be foreclosed upon and the proceeds distributed to SoBe for the unjustly retained funds as well as prejudgment interest, costs, and such other and further relief as this Court deems just and proper.

COUNT IV– TORTIOUS INTERFERENCE

60. Plaintiff adopts and realleges paragraphs 1 to 42 above as if fully set forth herein.

61. During all relevant times, SoBe and Wight had an exclusive contractual relationship for a term of five years, as evidenced by the attached signed contract.

62. The WWE knew of the exclusive contract since at least March 28, 2008, and upon information and belief since before January 2008.

63. The WWE intentionally and unjustifiably interfered, and continues to intentionally and unjustifiably interfere, with the exclusive five-year contract between Wight and SoBe. Indeed, the WWE has showcased Wight in many of its events, generating millions of dollars, knowing full well that each time Wight participated in such events he was in material breach of the exclusive contract.

64. On April 2, 2009, the WWE was, once again, notified of the contractual relationship between Wight and SoBe. And, once again, the WWE completely disregarded the rights of SoBe, and intentionally and unjustifiably interfered with the contract.

65. Accordingly, the WWE desired to interfere with, or knew that it was substantially certain that its actions would result in interference with, the contractual relationship of Wight and SoBe.

66. Indeed, the WWE could have contracted Wight through SoBe. Instead, it tortiously interfered with the contractual relationship by hiring and utilizing Wight's professional services with a knowing disregard for SoBe's contractual rights.

67. SoBe has suffered significant damages as a direct and proximate result of the WWE's tortious interference including the loss of approximately two million dollars (\$2,000,000) paid to Wight, and the lost profits associated with Wight performance of professional services for the WWE.

WHEREFORE, SoBe demands judgment against the WWE to pay SoBe compensatory damages, lost profit damages, as well as prejudgment interest, costs, and such other and further relief as this Court deems just and proper. SoBe specifically reserves the right to proffer sufficient evidence of punitive damages and to amend the complaint to assert same against the WWE.

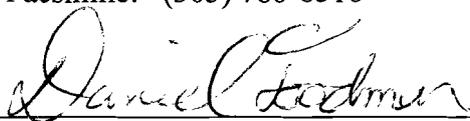
DEMAND FOR JURY TRIAL

68. SoBe hereby demands a trial by jury for all issues so triable.

Dated this 15th day of June 2009.

Respectfully submitted,

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