

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT GEORGIA  
ATLANTA DIVISION

----- X  
PERRI "PEBBLES" REID,  
Plaintiff,

- against -

KATE LANIER,  
Defendant.  
----- X

Case No. 1:14-cv-03389-WBH

**ANSWER TO COMPLAINT  
FOR DEFAMATION**

**TRIAL BY JURY  
DEMANDED**

Defendant Kate Lanier ("Lanier"), by her attorneys, Walter H. Bush and Christopher B. Freeman of Carlton Fields Jordan Burt, P.A. of counsel, and Elizabeth A. McNamara and Jeremy A. Chase of Davis Wright Tremaine LLP of counsel, Answer the Complaint for Defamation ("Complaint") of Plaintiff Perri "Pebbles" Reid ("Reid" or "Plaintiff"), as follows:

**INTRODUCTION**

1. To the extent the allegations of Paragraph 1 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 1 of the Complaint, except admits that she wrote the screenplay for the VH1 original movie, *Crazysexycool: The TLC Story* ("the TLC movie").

2. To the extent the allegations of Paragraph 2 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 2 of the Complaint, except admits that the TLC movie was made using her screenplay, and that the TLC movie was published on VH1, a cable network in the Viacom family of companies.

3. To the extent the allegations of Paragraph 3 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 3 of the Complaint.

4. Lanier denies the allegations set forth in Paragraph 4 of the Complaint.

5. Lanier denies the allegation set forth in Paragraph 5 of the Complaint that the story portrayed in the TLC movie is false. Lanier further denies on information and belief that Reid “never” had control over or influenced TLC’s attorneys or accountants and “never” withheld contract terms from TLC. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that TLC members’ contracts were “industry standard,” that Reid “always paid TLC members what they were owed under their . . . contracts,” that

Reid “oftentimes” paid TLC members more than they were owed under their contracts, or that Reid “never encouraged group members to put their health before business.”

6. To the extent the allegations of Paragraph 6 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegation set forth in Paragraph 6 of the Complaint, except admits that the TLC movie was telecast, that it was telecast on more than one occasion, and that it was made available on the Internet for online viewing.

7. To the extent the allegations of Paragraph 7 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 7 of the Complaint.

8. To the extent the allegations of Paragraph 8 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 8 of the Complaint.

9. The allegations of Paragraph 9 of the Complaint are allegations of law or rhetorical hyperbole and Lanier is not required to plead thereto.

10. To the extent the allegations of Paragraph 10 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 10 of the Complaint.

### **PARTIES**

11. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 11 of the Complaint.

12. Lanier admits the allegations set forth in Paragraph 12 of the Complaint.

### **JURISDICTION AND VENUE**

13. To the extent the allegations of Paragraph 13 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 13 of the Complaint.

14. To the extent the allegations of Paragraph 14 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier admits that she is a citizen of California.

15. To the extent the allegations of Paragraph 15 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 15 of the Complaint.

16. To the extent the allegations of Paragraph 16 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto.

17. To the extent the allegations of Paragraph 17 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto.

### **FACTUAL BACKGROUND**

#### **Ms. Reid**

18. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 18 of the Complaint concerning the number of Reid's children, except admits on information and belief that Reid was a well-known singer and performer as well as a business woman.

19. Lanier denies on information and belief the allegation set forth in Paragraph 19 of the Complaint that Reid is solely or primarily responsible for creating and developing the all-female musical group of TLC, except admits on information and belief that Reid was involved in the group's formation and early

development, and that TLC is recognized as one of the best-selling female musical groups of all time.

20. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 20 of the Complaint, except admits on information and belief that Reid's first album "Pebbles" was recorded in 1987.

21. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 21 of the Complaint.

22. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 22 of the Complaint, except admits that Reid recorded the songs, "Girlfriend" and "Mercedes Boy."

#### **Ms. Reid's Vision of an All-Female Musical Group**

23. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 23 of the Complaint, except admits on information and belief that LaFace was a division of Arista Records co-founded by Reid's then husband Antonio "L.A." Reid and Kenneth "Babyface" Edmonds.

24. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 24 of the Complaint.

25. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 25 of the Complaint, including whether Reid had a “vision,” except admits on information and belief that Reid was involved in the formation of TLC which was/is an all-female musical group.

#### **Ms. Reid Chooses Singers to Fulfill Her Vision**

26. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 26, but admits on information and belief that Reid “spread the word” that she was looking to recruit singers and held auditions to find potential members to form the group.

27. Lanier admits on information and belief the allegations set forth in Paragraph 27 of the Complaint.

28. Lanier denies on information and belief the allegations set forth in Paragraph 28 of the Complaint, except admits on information and belief that T-Boz brought Lisa “Left Eye” Lopes to her audition, they auditioned together, and there was another member of their then group, “Second Nature,” named Crystal Jones.

29. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 29 of the Complaint.

30. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 30 of the Complaint.

31. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 31 of the Complaint.

32. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 32 of the Complaint, except admits on information and belief that no additional points were allocated to the artist share of the revenues for each member of TLC.

33. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 33 of the Complaint.

34. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 34 of the Complaint.

35. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 35 of the Complaint, except admits that Reid managed and produced the group through her company Pebbitone, Inc. for a period of time.



36. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 36 of the Complaint.

37. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 37 of the Complaint, except admits that Reid became the manager for Lisa Lopes, Tionne Watkins, and for a time, Crystal Jones.

38. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 38 of the Complaint.

39. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 39 of the Complaint.

40. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 40 of the Complaint, except admits on information and belief that the name "Second Nature" was replaced with "TLC" for the first initial of each member of the group.

41. To the extent the allegations of Paragraph 41 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 41 of the Complaint.

42. Lanier denies the allegation in Paragraph 42 of the Complaint that Reid secured a trademark for the name "TLC" in January 1992, as public records indicate that Reid filed an application for the trademark "TLC" (registration number 1765008) on July 30, 1992, and the mark was published to the Principal Register on April 13, 1993.

43. Lanier admits on information and belief the allegations set forth in Paragraph 43 of the Complaint.

44. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 44 of the Complaint.

45. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 45 of the Complaint, except admits on information and belief that Irving Azoff was at one time the head of a major record label.

46. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 46 of the Complaint, except admits on information and belief that L.A. Reid, through Pebbitone, signed TLC to his record label, LaFace.

47. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 47 of the Complaint,

except admits on information and belief that a decision was made to replace Crystal, and that contracts were drawn up and eventually signed. Lanier denies the remaining allegations of Paragraph 47 of the Complaint.

48. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 48 of the Complaint.

49. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 49 of the Complaint, except admits on information and belief that Reid or her representatives drafted the management, production and publishing contracts between Reid and the members of TLC.

50. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 50 of the Complaint, except admits on information and belief that Reid arranged for a law firm to represent the members of TLC. Lanier denies that Reid did not have a business relationship with any attorney at the firm, as Reid admits that L.A. Reid's personal attorney was a member of the firm.

51. Lanier denies the allegations set forth in Paragraph 51 of the Complaint.

52. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of what Reid may have wanted. Lanier denies the remaining allegations set forth in Paragraph 52 of the Complaint.

53. Lanier denies on information and belief the allegations set forth in Paragraph 53 of the Complaint, except admits on information and belief that TLC were provided with counsel.

54. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of whether the contracts were “standard industry contracts.” Lanier denies on information and belief the remaining allegations set forth in Paragraph 54 of the Complaint.

55. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegation that “no concerns” were raised about the fairness of the contracts before they were signed. Lanier denies on information and belief the remaining allegations set forth in Paragraph 55 of the Complaint.

56. Lanier admits the allegations set forth in Paragraph 56 of the Complaint.

57. Lanier denies the allegations set forth in Paragraph 57 of the Complaint.

58. Lanier denies on information and belief the allegations set forth in Paragraph 58 of the Complaint that Reid “never” refused to provide copies of any contracts to TLC or its individual members, and affirms and states that the individual band members have represented that on multiple occasions, Reid, as their manager, did not provide them with copies of their contracts upon request.

59. Lanier denies on information and belief the allegations set forth in Paragraph 59 of the Complaint that the group members could have “always” accessed their contracts through their counsel.

60. Lanier denies on information and belief the allegations set forth in Paragraph 60 of the Complaint.

61. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 61 of the Complaint regarding whether Reid had control over or attempted to exercise control over “accountants engaged by TLC or its individual members,” but denies on information and belief that Reid had no control over or never attempted to exercise control over accountants engaged by Pebbitone, Inc., LaFace, or other entities with authority over calculating and remitting royalties to TLC or its individual members, determining and making expenditures on behalf of TLC or its individual

members, and recouping expenses from TLC or its individual members' percentage of earned royalties.

62. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of what Reid "wanted" or "believed," and otherwise denies on information and belief the allegations set forth in Paragraph 62 of the Complaint.

63. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 63 of the Complaint.

64. Lanier admits on information and belief the allegations set forth in Paragraph 64 of the Complaint.

65. Lanier admits on information and belief the allegations set forth in Paragraph 65 of the Complaint.

66. Lanier denies on information and belief the allegations set forth in Paragraph 66 of the Complaint, except admits on information and belief that Reid arranged for the same firm representing the other members of TLC to represent Chilli.

67. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 67 of the Complaint regarding Reid's intentions or what Reid "envisioned," except admits on information and

belief that the group embarked on a rigorous development schedule in order to get ready to perform publicly.

68. Lanier admits on information and belief the allegations set forth in Paragraph 68 of the Complaint.

### **Ms. Reid Develops TLC to Fulfill her Vision**

69. Lanier denies on information and belief the allegations set forth in Paragraph 69 of the Complaint with respect to Reid's assertion that the group members began to "clash," or experienced "turmoil" when TLC began recording its first album since those terms are undefined and subjective, except admits on information and belief that the group members did not all know each other before the group formed and that the group members were learning to work together for the first time. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegation that a "pressure-filled work environment" is "necessary to meet industry standards."

70. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 70 of the Complaint, except admits on information and belief that the group members met regularly.

71. Lanier denies on information and belief the allegations set forth in Paragraph 71 of the Complaint, except admits on information and belief that Reid

imposed a set of rules on the group members and held the individual group members accountable to those rules.

72. Lanier denies on information and belief the allegations set forth in Paragraph 72 of the Complaint.

73. Lanier denies the allegations set forth in Paragraph 73 of the Complaint, except admits on information and belief that Chilli had an intimate relationship with Dallas Austin, the producer on many of TLC's songs.

74. Lanier denies on information and belief the allegation set forth in Paragraph 74 of the Complaint that Reid learned of Chilli's relationship with Dallas Austin "only when the other group members came to her extremely upset about it," and denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 74 of the Complaint.

75. Lanier denies on information and belief the allegations set forth in Paragraph 75 of the Complaint.

76. Lanier denies on information and belief the allegations set forth in Paragraph 76 of the Complaint.

77. Lanier denies on information and belief the allegations set forth in Paragraph 77 of the Complaint.



78. Lanier denies on information and belief the allegations set forth in Paragraph 78 of the Complaint, except admits that Reid delivered the news to Chilli that she was removed from the group in or about June of 1991.

79. Lanier denies on information and belief the allegations set forth in Paragraph 79 of the Complaint, except admits that the group was unable to find a suitable replacement and that Chilli was allowed back in the group.

80. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 80 of the Complaint.

81. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 81 of the Complaint.

82. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 82 of the Complaint.

83. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 83 of the Complaint.

84. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 84 of the Complaint that Reid never suggested that T-Boz should put her health before TLC's performance schedule.

### **The Rise of TLC**

85. Lanier denies the allegations set forth in Paragraph 85 of the Complaint, except admits that in February of 1992, TLC released its first album “Ooooooohhh . . . On the TLC Tip.”

86. Lanier denies on information and belief the allegations set forth in Paragraph 86 of the Complaint, except admits that TLC promoted their first album as an opening act for MC Hammer on his national tour.

87. Lanier denies on information and belief the allegations set forth in Paragraph 87 of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegation that TLC was the largest asset of LaFace Records.

88. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 88 of the Complaint, except denies on information and belief that Reid was solely responsible for designing and coordinating wardrobes and image concepts for the group.

89. Lanier denies on information and belief the allegations set forth in Paragraph 89 of the Complaint, except admits on information and belief that Reid played a role in negotiating, planning, and staffing TLC’s concert tours in promotion of the group’s first album.

90. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 90 of the Complaint.

91. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 91 of the Complaint.

92. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 92 of the Complaint, except admits on information and belief that Reid played a role in the creation of TLC's videos for songs off of the group's first album.

93. Lanier denies on information and belief the allegations set forth in Paragraph 93 of the Complaint, except admits on information and belief that Reid negotiated certain deals with certain third party vendors on the group's behalf.

94. Lanier admits on information and belief the allegations set forth in Paragraph 94 of the Complaint except that Arista, LaFace, Pebbitone, and Reid controlled all tour and other group expenditures, and the group's contract permitted these parties to recoup all expenses from the individual group members' shares of royalties.

95. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of whether any expenses for TLC were never fully recouped,

and otherwise denies on information and belief the allegations set forth in Paragraph 95 of the Complaint.

96. Lanier denies on information and belief the allegations set forth in Paragraph 96 of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations that “at all times” Reid “compensated TLC per the terms of the contracts” or that the terms of the contracts were “standard in the industry.”

97. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 97 of the Complaint.

98. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 98 of the Complaint, except admits on information and belief that for a brief period of time prior to the release of the first album, Lisa Lopes lived in Ms. Reid’s guest house.

99. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 99 of the Complaint.

100. Lanier denies on information and belief the allegations set forth in Paragraph 100 of the Complaint, except admits on information and belief that Reid was not only the business manager for TLC, as she and her company Pebbitone, Inc. were TLC’s production company and publishing company, and her then-

husband L.A. Reid's company, LaFace, was the record label for the group.

### **Greed Overtakes TLC**

101. Lanier denies on information and belief the allegations set forth in Paragraph 101 of the Complaint.

102. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations regarding Reid's characterization of what is "typical" for the time frame for renegotiating contract terms. Lanier denies the remaining allegations set forth in Paragraph 102 of the Complaint.

103. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations regarding Reid's characterization of what "typically" results from such re-negotiations. Lanier denies the remaining allegations set forth in Paragraph 103 of the Complaint.

104. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations regarding Reid's characterization of what "may have resulted" had she attempted to renegotiate TLC's contracts with LaFace and Arista. Lanier denies the remaining allegations set forth in Paragraph 104 of the Complaint.

105. Lanier denies on information and belief the allegations set forth in Paragraph 105 of the Complaint, except admits on information and belief that TLC

terminated Reid as its manager in 1993. TLC did not enter a “more lucrative contract” until after each individual member was forced to file for bankruptcy, and a settlement was reached with LaFace, Pebbitone, Inc., and Reid.

106. Lanier admits on information and belief the allegations set forth in Paragraph 106 of the Complaint.

107. Lanier denies on information and belief the allegations set forth in Paragraph 107 of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations concerning industry speculation, and admits on information and belief that TLC filed for bankruptcy in July of 1995.

108. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 108 of the Complaint.

109. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 109 of the Complaint.

110. Lanier denies on information and belief the allegations set forth in Paragraph 110 of the Complaint, except admits that Reid helped form the group TLC, that she managed and produced them in their early years, and that the group became extremely successful.

111. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 111 of the Complaint.

112. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 112 of the Complaint.

113. Lanier denies on information and belief the allegations set forth in Paragraph 113 of the Complaint, except admits that a settlement was reached between all parties and Reid's relationship with TLC ended.

#### **CAUSE OF ACTION FOR DEFAMATION**

114. Lanier repeats and realleges the responses set forth in Paragraphs 1 through 113 of this Answer as though they were fully set forth herein.

#### **CrazySexyCool: the TLC Story, an Original VH1 Movie**

115. Lanier admits the allegations set forth in Paragraph 115 of the Complaint.

116. Lanier admits the allegations set forth in Paragraph 116 of the Complaint.

117. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 117 of the Complaint related to how the TLC movie was promoted, except admits that the TLC movie is

a docudrama that was told from the perspective and first hand recollections of the group's surviving members.

118. Lanier admits on information and belief the allegations set forth in Paragraph 118 of the Complaint.

119. Lanier admits the allegations set forth in Paragraph 119 of the Complaint.

120. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations as set forth in Paragraph 120 of the Complaint.

121. To the extent the allegations of Paragraph 121 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 121 of the Complaint.

122. To the extent the allegations of Paragraph 122 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 122 of the Complaint.

123. To the extent the allegations of Paragraph 123 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the



extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 123 of the Complaint.

124. To the extent the allegations of Paragraph 124 of the Complaint and the accompanying subparagraphs are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 124 of the Complaint.

125. To the extent the allegations of Paragraph 125 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 125 of the Complaint.

126. To the extent the allegations of Paragraph 126 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 126 of the Complaint.

#### **PUBLICATION WITH ACTUAL MALICE**

127. Lanier admits the allegations set forth in Paragraph 127 of the Complaint.

128. To the extent the allegations of Paragraph 128 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 128 of the Complaint.

129. To the extent the allegations of Paragraph 129 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 129 of the Complaint.

130. To the extent the allegations of Paragraph 130 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 130 of the Complaint.

131. To the extent the allegations of Paragraph 131 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 131 of the Complaint.

132. To the extent the allegations of Paragraph 132 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the

extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 132 of the Complaint.

133. To the extent the allegations of Paragraph 133 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 133 of the Complaint.

134. To the extent the allegations of Paragraph 134 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 134 of the Complaint.

135. To the extent the allegations of Paragraph 135 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 135 of the Complaint.

136. Lanier denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 136 of the Complaint related to how the TLC movie was promoted, except admits that the TLC movie is a docudrama that was told from the perspective and first hand recollections of the

surviving members of TLC. Lanier denies the remaining allegations set forth in Paragraph 136 of the Complaint.

137. Lanier denies the allegations set forth in Paragraph 137 of the Complaint as the TLC movie is a docudrama that reflects the story of TLC as told from the perspective and first hand recollections of the surviving members of TLC, and states that the end credits of the movie contained the disclaimer “This is TLC’s story, however in certain cases incidents, characters and timelines have been changed for dramatic purposes. Certain characters may be composites, or entirely fictitious and no statement or inference of fact regarding any person is intended.” This disclaimer is accurate, as the movie is a docudrama that distills real life events occurring over the course of more than a decade into a 117 minute feature length film.

138. To the extent the allegations of Paragraph 138 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 138 of the Complaint.

### **DAMAGES**

139. To the extent the allegations of Paragraph 139 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the

extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 139 of the Complaint, except admits that the TLC movie was telecast and viewed by individuals nationwide.

140. To the extent the allegations of Paragraph 140 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 140 of the Complaint.

141. To the extent the allegations of Paragraph 141 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 141 of the Complaint.

142. To the extent the allegations of Paragraph 142 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 142 of the Complaint.

143. To the extent the allegations of Paragraph 143 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 143 of the Complaint.

144. To the extent the allegations of Paragraph 144 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 144 of the Complaint.

145. To the extent the allegations of Paragraph 145 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 145 of the Complaint, except admits that she has not retracted or corrected anything related to the TLC movie because she does not believe that the movie or statements therein are false and defamatory.

146. To the extent the allegations of Paragraph 146 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 146 of the Complaint.

147. To the extent the allegations of Paragraph 147 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 147 of the Complaint.

148. To the extent the allegations of Paragraph 148 of the Complaint are deemed to be allegations of law, Lanier is not required to plead thereto. To the extent such allegations are deemed to be allegations of fact, Lanier denies the allegations set forth in Paragraph 148 of the Complaint.

\* \* \*

To the extent that the headings contained in the Complaint constitute allegations, such allegations are denied.

With respect to the Wherefore clauses in the Complaint, Lanier denies that Plaintiff is entitled to any relief, including damages, punitive damages, a retraction, injunctive relief, the costs of suit or any other relief.

### **SEPARATE AND ADDITIONAL DEFENSES**

By alleging the Separate and Additional Defenses, set forth below, Lanier is not in any way acknowledging or conceding that she has the burden of proof for any issue for which applicable law places the burden on Plaintiff.

### **FIRST SEPARATE AND ADDITIONAL DEFENSE**

1. Plaintiff's complaint fails to state a cause of action, in whole or in part, upon which relief can be granted.

**SECOND SEPARATE AND ADDITIONAL DEFENSE**

2. Plaintiff's claim is barred, in whole or in part, by the doctrines of unclean hands, laches, waiver and estoppel.

**THIRD SEPARATE AND ADDITIONAL DEFENSE**

3. Plaintiff's claim for relief against Lanier is barred by the First and Fourteenth Amendments to the United States Constitution and Article 1, Section 1, Paragraphs V and VI of the Georgia Constitution.

**FOURTH SEPARATE AND ADDITIONAL DEFENSE**

4. Plaintiff's claim for relief against Lanier fails because Lanier was not aware of and did not intend or endorse the alleged defamatory implications complained of by Plaintiff.

**FIFTH SEPARATE AND ADDITIONAL DEFENSE**

5. Some or all of the allegedly defamatory statements complained of by Plaintiff are true or substantially true, and thus cannot give rise to any claim against Lanier.

**SIXTH SEPARATE AND ADDITIONAL DEFENSE**

6. Some or all of the allegedly defamatory statements complained of by Plaintiff do not assert verifiably false facts, and/or constitute rhetorical hyperbole



or subjective statements of opinion, and thus cannot give rise to any claim against Lanier.

**SEVENTH SEPARATE AND ADDITIONAL DEFENSE**

7. Plaintiff's claims against Lanier are barred, in whole or in part, because she cannot prove that she has suffered any compensable damage as a result of any actionable statement in the TLC movie.

**EIGHTH SEPARATE AND ADDITIONAL DEFENSE**

8. Plaintiff's cause of action is barred in whole or in part because the challenged statements cannot be reasonably understood by a reasonable reader to have the defamatory meaning or implication that Plaintiff strains to allege.

**NINTH SEPARATE AND ADDITIONAL DEFENSE**

9. Plaintiff's causes of action are barred in whole or in part, because if Plaintiff was harmed, which Lanier denies, Plaintiff impliedly assumed the risk of that harm.

**TENTH SEPARATE AND ADDITIONAL DEFENSE**

10. Some or all of Plaintiff's claims are barred because Plaintiff fails to allege a single false statement of fact with the requisite accuracy and specificity to state a cause of action for defamation.

**ELEVENTH SEPARATE AND ADDITIONAL DEFENSE**

11. The allegedly defamatory statements in the TLC movie were published without the degree of fault required by the First and Fourteenth Amendments to the United States Constitution and Article 1, Section 1, Paragraphs V and VI of the Georgia Constitution, and thus cannot give rise to any claim against Lanier.

**TWELFTH SEPARATE AND ADDITIONAL DEFENSE**

12. The allegedly defamatory statement, statements, or implications complained of by Plaintiff cannot provide a basis for any recovery by Plaintiff because she is a public figure and Lanier did not act with actual malice.

**THIRTEENTH SEPARATE AND ADDITIONAL DEFENSE**

13. The allegedly defamatory statement, statements or implications complained of by Plaintiff are protected by the doctrine of fair comment, and therefore cannot provide a basis for any recovery by plaintiff.

**FOURTEENTH SEPARATE AND ADDITIONAL DEFENSE**

14. Plaintiff's claim for relief against Lanier is barred by the doctrine of neutral reportage.

**FIFTEENTH SEPARATE AND ADDITIONAL DEFENSE**

15. Plaintiff's claim for relief against Lanier is barred, in whole or in part,

because the damages allegedly suffered by Plaintiff, if any, were not proximately caused by Lanier.

**SIXTEENTH SEPARATE AND ADDITIONAL DEFENSE**

16. Plaintiff's claim for relief against Lanier is barred, in whole or in part, because of Plaintiff's failure to mitigate her alleged damages, if any.

**SEVENTEENTH SEPARATE AND ADDITIONAL DEFENSE**

17. Plaintiff's claim for relief against Lanier is barred, in whole or in part, because any damages allegedly suffered by Plaintiff were the result, in whole or in part, of Plaintiff's own legal fault, and any recovery by Plaintiff should be reduced in proportion to Plaintiff's fault.

**EIGHTEENTH SEPARATE AND ADDITIONAL DEFENSE**

18. Plaintiff's claim for relief against Lanier is barred, in whole or in part, because any damages allegedly suffered by Plaintiff were either wholly or in part the legal fault of persons, firms, corporations, or entities other than Lanier, and that legal fault reduces the percentage of responsibility, if any, to be borne by Lanier.

**NINETEENTH SEPARATE AND ADDITIONAL DEFENSE**

19. Plaintiff's claim against Lanier is barred, in whole or in part, because any award of damages would unjustly enrich Plaintiff.

**TWENTIETH SEPARATE AND ADDITIONAL DEFENSE**

20. Plaintiff's claim for relief against Lanier is barred, in whole or in part, because Plaintiff has not pleaded either libel *per se* or special damages with sufficient particularity.

**TWENTY-FIRST SEPARATE AND ADDITIONAL DEFENSE**

21. Plaintiff's claim for relief against Lanier is barred, in whole or in part, because Plaintiff has failed to state a claim upon which punitive damages can be awarded against Lanier.

**TWENTY-SECOND SEPARATE AND ADDITIONAL DEFENSE**

22. Plaintiff is not entitled to recover punitive damages because the statement or statements complained of involved a matter of public concern and no statement was made with actual malice.

**TWENTY-THIRD SEPARATE AND ADDITIONAL DEFENSE**

23. The Complaint, to the extent that it seeks punitive damages against Lanier, violates Lanier's right to procedural and substantive due process under the Fourteenth Amendment to the United States Constitution and Article 1, Section 1, Paragraph I of the Georgia Constitution because, among other things, of the vagueness and uncertainty of the criteria for the imposition of punitive damages and the lack of fair notice of what conduct will result in the imposition of such

damages. Therefore, Plaintiff cannot recover punitive damages against Lanier in this case.

**TWENTY-FOURTH SEPARATE AND ADDITIONAL DEFENSE**

24. The Complaint, to the extent that it seeks punitive damages against Lanier, violates Lanier's right to procedural and substantive due process under the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 1, Paragraph I of the Georgia Constitution because, among other things, there is no legitimate state interest in punishing Lanier's alleged conduct at issue here, or in deterring its possible repetition. Therefore, Plaintiff cannot recover punitive damages against Lanier in this case.

**TWENTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE**

25. The Complaint, to the extent that it seeks punitive damages against Lanier, violates Lanier's right to procedural and substantive due process under the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 1, Paragraph I of the Georgia Constitution because, among other things, the alleged conduct at issue here is not sufficiently reprehensible to warrant any punitive damage recovery. Therefore, Plaintiff cannot recover punitive damages against Lanier in this case.

**TWENTY-SIXTH SEPARATE AND ADDITIONAL DEFENSE**

26. The Complaint, to the extent that it seeks punitive damages against Lanier, violates Lanier's right to procedural and substantive due process under the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 1, Paragraph I of the Georgia Constitution because, among other things, any punitive damages award would be grossly out of proportion to the alleged conduct at issue here. Therefore, Plaintiff cannot recover punitive damages against Lanier in this case.

**TWENTY-SEVENTH SEPARATE AND ADDITIONAL DEFENSE**

27. Plaintiff's claim against Lanier is barred, in whole or in part, because plaintiff's damages, if any, are vague, uncertain, imaginary, and speculative.

**TWENTY-EIGHTH SEPARATE AND ADDITIONAL DEFENSE**

28. Plaintiff's claim against Lanier is barred, in whole or in part, because Lanier's conduct was reasonable, justified, and in good faith.

**TWENTY-NINTH SEPARATE AND ADDITIONAL DEFENSE**

29. Plaintiff's claim against Lanier is barred, in whole or in part, because the challenged statements are not offensive to a reasonable person.

**THIRTIETH SEPARATE AND ADDITIONAL DEFENSE**

30. Some or all of the statements challenged by Plaintiff are fair, true and

impartial accounts of judicial proceedings or other official proceedings, and thus cannot give rise to any claim against Lanier.

**THIRTY-FIRST SEPARATE AND ADDITIONAL DEFENSE**

31. Lanier has insufficient knowledge or information upon which to form a belief as to whether she may have additional, as yet unstated, separate defenses available to her. Lanier reserves her right to assert additional separate defenses in the event discovery indicates that such defenses would be appropriate.

**WHEREFORE**, defendant Kate Lanier respectfully seeks an Order of this Court as follows:

1. Dismissing the Complaint for Defamation in its entirety and with prejudice;
2. Awarding Lanier her costs and disbursements incurred in defending this action; and
3. Granting such other and further relief as this Court deems just and proper.

Dated: Atlanta, Georgia  
December 23, 2014

Respectfully submitted,

By: /s/ Christopher B. Freeman  
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Georgia Bar No. 098825  
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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT GEORGIA  
ATLANTA DIVISION

-----X  
PERRI "PEBBLES" REID,  
Plaintiff,  
- against -  
KATE LANIER,  
Defendant.  
-----X

Case No. 1:14-cv-03389-WBH

**CERTIFICATE OF SERVICE**

I hereby certify that on December 23, 2014 I electronically filed the foregoing **ANSWER TO COMPLAINT FOR DEFAMATION** with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following attorneys of record:

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This 23rd day of December, 2014.

Carlton Fields Jordan Burt, P.A.  
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/s/ Christopher B. Freeman  
Christopher B. Freeman  
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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

PERRI “PEBBLES” REID,

Plaintiff,

v.

KATE LANIER,

Defendant.

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Case No. \_\_\_\_\_

**TRIAL BY JURY DEMANDED**

**COMPLAINT FOR DEFAMATION**

COMES NOW Plaintiff, Perri “Pebbles” Reid, and respectfully states her  
Complaint for Defamation against Defendant Kate Lanier as follows:

**INTRODUCTION**

1. This Complaint arises from a screenplay written by Kate Lanier (“Ms. Lanier”) that contained multiple false and defamatory statements of and concerning Perri “Pebbles” Reid (“Ms. Reid”).

2. Ms. Lanier’s screenplay was ultimately published by Viacom International Inc. and Viacom Inc. (collectively referred to herein as “Viacom”) in the VH1 original movie, *Crazysexycool: The TLC Story* (“the TLC movie”).

3. The false and defamatory statements in the TLC movie conveyed to the average viewer, listener, and reader that Ms. Reid is an unethical and dishonest businesswoman.

4. The TLC movie told a story of Ms. Reid as a conniving and dishonest business woman who hoodwinked three innocent girls and exploited their talent for her own personal gain and in the process negatively influenced their personal lives and deprived them of fair compensation.

5. This story is false. For example, Ms. Reid (a) never had control over or influenced TLC's attorneys or accountants, (b) never withheld contract terms from TLC, (c) always paid TLC members what they were owed under their industry-standard contracts and oftentimes more than they were owed, and (d) never encouraged group members to put their health before business.

6. The false and defamatory statements were written by Ms. Lanier and published by Viacom on an international television broadcast of the TLC movie that was subsequently rebroadcast on many occasions.

7. The false and defamatory statements assassinated Ms. Reid's character and damaged her reputation as a business woman and entertainer.

8. In writing the false and defamatory accusations against Ms. Reid, Ms. Lanier abandoned journalistic and literary integrity and ignored fundamental

canons of journalistic and literary conduct by publishing false and defamatory accusations with actual malice.

9. While Ms. Reid does not downplay the role of the media in reporting on public figures, Ms. Lanier and other members of the media are not granted an unfettered right or privilege under the First Amendment to injure the reputations of public figures by publishing and broadcasting false and defamatory accusations with actual malice.

10. As a result of her conduct as herein described, Ms. Lanier crossed the threshold from speech protected by the First Amendment to enter the arena of actionable defamation of a public figure for which Ms. Lanier must be held legally accountable.

### **PARTIES**

11. Ms. Reid is an individual who resides in Atlanta, Georgia.

12. Ms. Lanier is an individual who resides in the State of California.

### **JURISDICTION AND VENUE**

13. Ms. Reid is a citizen of the State of Georgia for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

14. Ms. Lanier is a citizen of California for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

15. This Court has original subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 as there exists complete diversity of citizenship between Ms. Reid and Ms. Lanier and the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

16. Ms. Lanier is subject to the jurisdiction of this Court pursuant to 28 U.S.C. § 1332.

17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

### **FACTUAL BACKGROUND**

#### **Ms. Reid**

18. Ms. Reid is an internationally renowned singer and performer. She is a business woman and the mother of two.

19. Ms. Reid is responsible for creating and developing the all-female musical group of TLC, recognized as one of the best-selling female musical groups of all time.

20. Ms. Reid was thrust onto the world stage in 1987 when she recorded her first album, "*Pebbles*."

21. Ms. Reid sold over 4 million records and performed hundreds of live concerts over her singing career as an MCA artist.

22. Ms. Reid is best known for such musical hits as “*Girlfriend*” and “*Mercedes Boy*.”

### **Ms. Reid’s Vision of an All-Female Musical Group**

23. In 1990, having achieved her own personal success as a solo recording artist, Ms. Reid was striving to help her then husband, Antonio “L.A.” Reid, with his record company, LaFace (a division of Arista Records), which he co-founded with Kenneth “Babyface” Edmonds.

24. Though they were successful writers and producers, at the time, L.A. and BabyFace were just beginning their record label business, which was a new endeavor for them.

25. In the midst of her efforts to help her husband, Ms. Reid had a vision to create an all-female musical group. Ms. Reid wanted to help develop other young, female talent and help them thrive in the then male-dominated musical entertainment industry as well as help the LaFace record label.

### **Ms. Reid Chooses Singers to Fulfill Her Vision**

26. After spreading the word that she was looking to recruit singers, Ms. Reid held many auditions to find potential members to form the group she envisioned.

27. After receiving a tip from her hair stylist who knew Tionne “T-Boz” Watkins, who worked at the salon at the time, Ms. Reid agreed to audition T-Boz.

28. When T-Boz came to her audition, she brought Lisa “Left Eye” Lopez with her. The two ladies auditioned together and informed Ms. Reid that there was another female, Crystal Jones, who was part of a group with them called “Second Nature.” Second Nature was a local undiscovered, unknown female group.

29. Ms. Reid felt it was the best business practice to develop the group and make her vision a reality through herself and her own production company, Pebbitone, Inc.

30. Ms. Reid gave LaFace a right of first refusal to serve as the record label for the group.

31. In most music deals, there are five basic players: artists (the performers), manager, producer, publisher, and record label. One individual or company may play one or more roles.

32. Typically, revenues from any album are divided among these basic players. If there is more than one artist—for example in a three person group like TLC—no additional points are allocated to the artist share of the revenues. As a result, multi-member groups typically have smaller individual shares of album revenues than solo artists.



33. And for new artists, the shares are typically lower because there is a risk that the unproven new artists will not generate a dime of revenue and the established producers and record labels will lose their up-front investment completely.

34. Standard industry practice is that after new artists have achieved success, contracts are typically re-negotiated to increase the artists' share to acknowledge both the artists' then proven role and the fact that producers and record labels may have recouped their up-front investment.

35. To develop and protect her vision, Ms. Reid knew she had to take a hands-on role in the management and production of the group, which she did through her company Pebbitone, Inc.

36. Ms. Reid knew that she had found musical talent that she could develop to create her vision of a successful all-female musical group, but she also knew that it would take an extensive investment of her own time, money, and industry resources to get to that point.

37. To protect and nurture her vision, Ms. Reid became the manager for Lisa Lopez, Tionne Watkins, and Crystal Jones.

38. Ms. Reid's large commitment of time and money to the group caused her to essentially put her own successful singing career on hold. But she believed in what they were building together and was willing to take the risk.

39. Initially, Ms. Reid, Lisa Lopez, Tionne Watkins, and Crystal Jones did not enter into a formal agreement.

40. Ms. Reid did not think the name "Second Nature" appropriately personified the group she envisioned so she developed the name TLC – "T" for Tionne, "L" for Lisa, and "C" for Crystal.

41. Ms. Reid did not charge the group a licensing fee for the use of the name she created, although she had the right to do so.

42. In January of 1992, Ms. Reid secured a trademark for the name "TLC."

43. Ms. Reid introduced the then members of TLC to L.A. and BabyFace and held an audition for LaFace to consider signing TLC for its music label.

44. At first, LaFace declined to sign TLC. L.A. did not recognize the raw talent that Ms. Reid knew existed in the group and could be developed with a visionary's hard work.

45. When LaFace at first declined to work with the group, Ms. Reid called Irving Azoff, who at one time was the head of MCA Records, a leading record

label, to discuss signing TLC to his new music label. Mr. Azoff knew Ms. Reid's track record as an MCA artist and creator and was willing, based only on Ms. Reid's recommendation, to sign TLC before even seeing or hearing from the group.

46. When L.A. overheard Ms. Reid's conversation with Mr. Azoff, he had a change of heart and LaFace eventually signed on as the record label for TLC.

47. The decision was made to replace Crystal and while Ms. Reid began the search for the new third member of TLC, formal contracts were drawn up, negotiated, and eventually signed.

48. Ms. Reid's attorney at the time (and from the beginning of her singing career) was Jody Graham Dunitz with the law firm of Manatt, Phelps and Phillips in Los Angeles.

49. Ms. Dunitz drafted proposed management, production, and publishing contracts between Ms. Reid and Lisa Lopez and Tionne Watkins.

50. In an effort to assist the group members, Ms. Reid reached out to the Atlanta firm of Katz & Cherry, P.C. to help facilitate a meeting between an attorney at the firm and Ms. Lopez and Ms. Watkins. Ms. Reid did not have a business relationship with any attorney at the Katz and Cherry firm, but knew of the firm because L.A.'s personal attorney, Joel Katz, was a member of the firm.

51. Ms. Reid knew that without a recommendation from a trusted member of the music industry, it was unlikely that Ms. Lopez or Ms. Watkins would be granted a meeting, much less representation, by reputable entertainment attorneys.

52. Ms. Reid wanted professionals involved and wanted TLC to have independent and competent legal advice.

53. The Katz & Cherry firm represented TLC and the individual group members during the contract negotiations.

54. The contracts executed were standard industry contracts and were all subject to negotiation.

55. Everyone had independent representation and no concerns were raised about the fairness of the contracts before they were signed.

56. Ms. Reid and TLC executed formal contracts in February of 1991.

57. At no time did Ms. Reid have the same attorney as TLC or any of its individual members.

58. Ms. Reid never refused to provide copies of any contracts to TLC or its individual members.

59. And group members could have always accessed their contracts through their own counsel.

60. Ms. Reid had no control over attorneys engaged by TLC or its individual members and never attempted to exercise any such control over them.

61. Ms. Reid also had no control over accountants engaged by TLC or its individual members and never attempted to exercise any such control over them.

62. At all times, the individual members of TLC had complete control and 100% ownership of merchandising materials for the group. This was atypical in the industry, but Ms. Reid wanted the group to have merchandising rights as a way to provide what she believed would be a strong future revenue stream for them.

63. The publishing contracts also provided another source of revenue for the group. Although the group members were not established or avid writers, Ms. Reid wanted them to have this additional source of revenue. And the publishing contract was structured so that group members would be paid regardless of the volume or timing of their writings.

64. Ms. Reid held auditions to find a third member of the group (to replace Crystal Jones). On a tip from L.A., Ms. Reid auditioned Rozanda Thomas and she was eventually added to TLC.

65. Because Ms. Thomas needed a name to match the "C" in the name TLC, the group gave Ms. Thomas the nickname "Chilli."

66. In her excitement to be part of the group, Chilli wanted to sign a contract with Ms. Reid without consulting an attorney, but Ms. Reid insisted that Chilli speak with an attorney first, which she did, engaging the same firm that represented the other members of TLC.

67. Ms. Reid put the group on a rigorous development schedule to make them into the group she envisioned and get them ready to perform publicly.

68. Ms. Reid worked with the individual group members for approximately one year before the public ever saw or heard from the group.

#### **Ms. Reid Develops TLC to Fulfill her Vision**

69. When TLC began recording its first album, the group members began to clash. Such turmoil is not unusual. After all, the group members were learning to work together for the first time and did not all know each other before being thrust into a pressure-filled work environment necessary to meet industry standards.

70. Ms. Reid suggested that the group members meet regularly to foster dialogue and to hash out intragroup issues and concerns with one another.

71. To aid in the development of group structure, Ms. Reid also suggested that TLC set group rules and that group members hold each other accountable to those rules.

72. One of the rules developed by the group members was no intimate relationships with team members, including individual producers.

73. After the rules were set, Chilli began an intimate relationship with Dallas Austin, the individual producer on many of TLC's songs.

74. Ms. Reid was originally unaware of the relationship. She learned of it only when the other group members came to her extremely upset about it.

75. The other members of TLC wanted to remove Chilli from the group because they felt she was using her relationship with Mr. Austin to gain a more prominent role in the group's songs and her relationship was against group rules.

76. Ms. Reid encouraged T-Boz and Lisa to consider putting Chilli on probation instead of removing her from the group because Ms. Reid thought Chilli was the perfect third member of TLC.

77. Ms. Reid hoped that the other members would reconsider removing Chilli from the group. But they did not want to put Chilli on probation; they only wanted to remove her.

78. Against her own personal opinion, in June of 1991, Ms. Reid agreed to deliver the news to Chilli that she was removed from the group so that Chilli would not be permanently upset with the other group members. Ms. Reid hoped that the group members would reconcile their differences.

79. After several weeks of being unable to find a suitable replacement, Ms. Reid again implored the group to reconsider and allow Chilli back in the group, which they eventually did.

80. At no time during her relationship with Chilli and TLC was Ms. Reid aware that Chilli was pregnant. In fact, Ms. Reid did not find out until years later that Chilli was ever pregnant.

81. Ms. Reid was herself a teen mother and although she would have been upset for Chilli to have to endure the difficult life of a single, teenage mother, she would not have removed her from the group for being pregnant.

82. Ms. Reid never encouraged or assisted Chilli in obtaining an abortion.

83. Ms. Reid was unaware that T-Boz had sickle cell anemia until well after the contracts were signed and the first album was released.

84. Ms. Reid never suggested that T-Boz should put her health before TLC's performance schedule.

### **The Rise of TLC**

85. In February of 1992, TLC released its first album, "*Ohh on the TLC Tip*."



86. TLC promoted their first album as the opening act for MC Hammer on his national tour. Ms. Reid handled all details of and facilitated TLC's participation in the tour.

87. At this time, TLC was the largest asset of LaFace Records, and Ms. Reid was intimately involved in every detail of the group.

88. Ms. Reid personally edited videos and designed and coordinated wardrobes and image concepts. She also wrote and co-directed certain videos.

89. Ms. Reid negotiated, planned, and staffed all of TLC concert tours.

90. Ms. Reid handled all art direction and marketing.

91. Ms. Reid was the vocal producer for TLC's Christmas song, *Sleigh Ride*.

92. Ms. Reid was involved in the writing, production, direction, and editing of TLC's videos.

93. Ms. Reid negotiated TLC's deals with directors, photographers, videographers, and other third party vendors. Using her own industry relationships and business savvy, Ms. Reid often saved the group hundreds of thousands of dollars on third party costs.

94. All reasonable tour and other group expenses were paid per the terms of the group's contract.

95. On many occasions, Ms. Reid personally advanced expenses on behalf of TLC and was never fully reimbursed by the group out of her own generosity.

96. At all times, Ms. Reid compensated TLC per the terms of the contracts, which terms were standard in the industry.

97. On many occasions, Ms. Reid compensated TLC over and above amounts due under the terms of the contract.

98. Ms. Reid often looked after the group members' personal needs, including providing housing at times, so that they could focus on their musical development.

99. Drawing upon her own personal experience in the music industry, Ms. Reid counseled the group members to be frugal in their spending as new artists.

100. Ms. Reid was not only the business manager for TLC, but she nurtured and groomed the individual members, helping them to grow into successful professionals.

### **Greed Overtakes TLC**

101. Before the first album was completely released, TLC began to try to change the contract terms, including cutting Ms. Reid out of the deal completely. This action came as a complete shock to Ms. Reid given that she planned to

renegotiate TLC's deal with LaFace following the full release of the first album, which is industry standard.

102. Typically, new artists will renegotiate their contract terms before the creation of a second album, but not before that time.

103. Such re-negotiations typically lead to the artists obtaining more of the revenue share from the record label, not those managing and producing music.

104. For example, in the case of TLC, such a re-negotiation may have resulted in TLC obtaining more of the revenue share at the expense of the revenue share inuring to the benefit of LaFace and Arista under the original contracts.

105. TLC began to conspire with LaFace to cut Ms. Reid out of the contracts so that TLC could enter more lucrative contracts for the benefit of the group members and LaFace, and to the detriment of Ms. Reid.

106. In the midst of the contractual dispute, in November of 1994, TLC released its second album, "*CrazySexyCool*."

107. In July of 1995, TLC filed for bankruptcy. The industry speculation was that the group did so as a legal ploy to renege on, and be released from, its contractual obligations to Ms. Reid.

108. The entire music industry watched the bankruptcy case closely because it would potentially set ground-breaking precedent in the industry. If TLC

members were allowed to be released from all contractual obligations as a result of a bankruptcy filing, then producers, record labels, and other industry executives could all be in danger of taking risk on new talent only to find themselves unable to recoup the costs of developing raw talent.

109. Ms. Reid had poured her heart and soul into the group for over five years and did not want to walk away from TLC or her personal investment in the group and its success and her vision that she created and developed.

110. After plucking the individual members of TLC from obscurity, Ms. Reid groomed and shepherded them through the process of forming an extremely successful musical group.

111. Ms. Reid made personal financial sacrifices for TLC, but she believed in what she and the members were building and was proud to be the creator of and visionary for the all-female musical group.

112. Ms. Reid further made personal sacrifices for TLC by working to develop and nurture the group instead of focusing on her individual music performing career.

113. Despite Ms. Reid's efforts on behalf of TLC, ultimately a settlement was reached between all parties, and Ms. Reid's relationship with TLC ended.

### **CAUSE OF ACTION FOR DEFAMATION**

114. Ms. Reid incorporates by reference paragraphs 1-113 of this Complaint as though the same were set forth herein in their entirety.

#### **CrazySexyCool: the TLC Story, an Original VH1 Movie**

115. Prior to October 21, 2013, Ms. Lanier wrote the screenplay for the TLC movie

116. On October 21, 2013, Viacom and VH1 aired the TLC movie.

117. Viacom and VH1 promoted the movie as a true story and as the biographical story of TLC.

118. The TLC movie's premiere generated 4.5 million viewers, making it the highest-rated television film premiere of 2013, as well as the highest-rated original film premiere in VH1 history.

119. After the initial broadcast of the TLC movie, it has been re-broadcast by Viacom on multiple occasions.

120. In addition, the TLC movie continues to be actively promoted at [http://www.vh1.com/shows/crazysexycool\\_tlc\\_story/series.jhtml](http://www.vh1.com/shows/crazysexycool_tlc_story/series.jhtml) as of date of the filing of this Complaint.

121. The TLC movie conveys a grossly inaccurate and false impression of Ms. Reid.

122. The TLC movie falsely accuses Ms. Reid of being an unethical and dishonest businesswoman who took unfair and improper advantage of three young girls.

123. The gist of the TLC movie is false and defamatory *per se* in conveying accusations that Ms. Reid is an unethical and dishonest businesswoman.

124. The TLC movie includes the following false and defamatory statements and scenes, which when put in the context of the movie as a whole, convey a false and defamatory image of Ms. Reid:

- (a) Statements and scenes directly and/or implicitly conveying that TLC members and Ms. Reid had the same attorneys.
- (b) Statements and scenes directly and/or implicitly conveying that Ms. Reid exercised control over TLC members' attorneys for her personal benefit and to the detriment of the members of TLC.
- (c) Statements and scenes directly and/or implicitly conveying that Ms. Reid exercised control over TLC members' accountants for her personal benefit and to the detriment of the members of TLC.

- (d) Statements and scenes directly and/or implicitly conveying that Ms. Reid pressured TLC members to sign contracts without reading them or having them reviewed by TLC's counsel.
- (e) Statements and scenes directly and/or implicitly conveying that Ms. Reid failed or refused to provide copies of contracts to TLC members.
- (f) Statements and scenes directly and/or implicitly conveying that Ms. Reid had the ability to prevent, and did prevent, TLC members from obtaining copies of contracts relevant to the group.
- (g) Statements and scenes directly and/or implicitly conveying that Ms. Reid only paid TLC members Twenty-Five Dollars (\$25.00) per week.
- (h) Statements and scenes directly and/or implicitly conveying that Ms. Reid made the decision to remove "Chilli" from TLC.
- (i) Statements and scenes directly and/or implicitly conveying that "T-Boz" had disclosed her health issues to Ms. Reid prior to TLC signing any contracts.
- (j) Statements and scenes directly and/or implicitly conveying that Ms. Reid asked or caused "T-Boz" to put money before her health.

- (k) Statements and scenes directly and/or implicitly conveying that Ms. Reid improperly deducted expenses from TLC members' payments.
- (l) Statements and scenes directly and/or implicitly conveying that Ms. Reid forced or coerced TLC members into contracts that created a "windfall" or unearned fees benefiting Ms. Reid to the detriment of the members of the group.
- (m) Statements and scenes directly and/or implicitly conveying that Ms. Reid did not make a personal investment in TLC or its members.
- (n) Statements and scenes directly and/or implicitly conveying that Ms. Reid did not earn fees received from contracts she had with TLC.
- (o) Statements and scenes directly and/or implicitly conveying that Ms. Reid was aware that "Chilli" had an abortion and was involved in her decision to have the abortion performed.

125. The TLC movie constitutes libel and/or slander *per se* in that it directly and/or implicitly imputes actions to Ms. Reid that injure her professional business reputation.



126. The TLC movie constitutes libel and/or slander *per se* in that it directly and/or implicitly imputes actions to Ms. Reid that are defamatory and injurious to her reputation on their face and can be so understood without reference to any additional or extrinsic facts.

### **PUBLICATION WITH ACTUAL MALICE**

127. Ms. Lanier never contacted Ms. Reid when writing the screenplay for the TLC movie.

128. Prior to the publication, and evidencing a reckless disregard of truth or falsity, Ms. Lanier failed to provide Ms. Reid with an opportunity to respond to the accusations made against her in the TLC movie.

129. Evidencing a reckless disregard for truth or falsity, Ms. Lanier knowingly and purposely avoided the truth and ignored evidence establishing the falsity of the TLC movie prior to its publication.

130. Evidencing a reckless disregard for truth or falsity, Ms. Lanier wrote accusations against Ms. Reid in the screenplay for the TLC movie that were so inherently improbable on their face as to raise serious doubts about their truth.

131. Evidencing a reckless disregard for truth or falsity, Ms. Lanier wrote accusations against Ms. Reid in the screenplay for the TLC movie that were so outrageous on their face as to raise serious doubts about their truth.

132. Evidencing a reckless disregard for truth or falsity, Ms. Lanier wrote accusations against Ms. Reid in the screenplay for the TLC movie that clearly contradicted known facts.

133. Evidencing a reckless disregard for truth or falsity, Ms. Lanier wrote accusations against Ms. Reid in the screenplay for the TLC movie based solely on sources who were known to have a history of engaging in vicious personal attacks against Ms. Reid and therefore, were known to be biased and unreliable sources.

134. Evidencing a reckless disregard for truth or falsity, Ms. Lanier wrote accusations against Ms. Reid in the screenplay for the TLC movie without conducting even a cursory investigation, which failure constitutes gross negligence.

135. Ms. Lanier had actual knowledge that the accusations against Ms. Reid were false prior to publication.

136. Viacom falsely promoted the movie as the true story of the discovery and development of TLC as the best-selling female R&B group of all time.

137. The end of the credits of the movie shows a fast moving slew of characters, in different font and size from the credits, wherein Viacom attempts to disclaim the story as fiction.

138. Ms. Lanier and Viacom financially benefited from record-breaking viewership of the TLC, resulting in large part from the false promotion of the TLC movie as the true story of TLC.

### **DAMAGES**

139. The false and defamatory TLC movie was published to third parties and was, in fact, viewed by third parties all across the United States.

140. As a direct and proximate result of the false and defamatory statements about her in the TLC movie, Ms. Reid's personal reputation and her reputation as a businesswoman have been permanently damaged.

141. As a direct and proximate result of the false and defamatory statements about her in the TLC movie, Ms. Reid has suffered stress, emotional distress, embarrassment, humiliation, anger, and other mental pain and suffering.

142. As a direct and proximate result of the false and defamatory statements about her in the TLC movie, Ms. Reid has suffered public hatred, contempt, scorn, and ridicule.

143. As a direct and proximate result of the false and defamatory statements about her in the TLC movie, Ms. Reid has suffered special damages.

144. As set forth above, the TLC movie is defamatory and libelous *per se*, entitling Ms. Reid to presumed damages.

145. Neither Ms. Lanier nor Viacom have retracted or corrected their false and defamatory statements despite knowledge of their falsity.

146. The conduct of Ms. Lanier demonstrates willful misconduct and an entire want of care that raises a conscious indifference to consequences.

147. The false and defamatory accusations were published with constitutional actual malice thereby entitling Ms. Reid to an award of punitive damages.

148. Ms. Reid is also entitled to an award of punitive damages from Ms. Lanier in order to punish her for her unlawful conduct and to penalize and deter her from repeating such unlawful and egregious conduct.

WHEREFORE, Ms. Reid demands:

- (a) Trial by jury;
- (b) That judgment be entered against Ms. Lanier for compensatory damages in an amount not less than Ten Million Dollars (\$10,000,000.00);
- (c) That judgment be entered against Ms. Lanier for punitive damages in an amount not less than Thirty Million Dollars (\$30,000,000.00) to punish and penalize Ms. Lanier and deter her from repeating her unlawful conduct;
- (d) That all costs of this action be assessed against Ms. Lanier; and

(e) That this Court award such other relief as it deems equitable, just, and proper.

Respectfully submitted this 21st day of October 2014.

**L. LIN WOOD, P.C.**

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*COUNSEL FOR PLAINTIFF*

**S.G. EVANS LAW, LLC**

/s/ Stacey Godfrey Evans  
Stacey Godfrey Evans  
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AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

Perri "Pebbles" Reid

\_\_\_\_\_  
*Plaintiff(s)*

v.

Kate Lanier

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Kate Lanier  
c/o Paul Mayersohn  
Surpin & Mayersohn LLP  
1880 Century Park East, Suite 618  
Los Angeles, CA 90067

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

L. Lin Wood, L. Lin Wood, P.C.  
Stacey Godfrey Evans, S.G. Evans Law, LLC  
1180 West Peachtree Street  
Suite 2400  
Atlanta, GA 30309

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

**I. (a) PLAINTIFF(S)**

Perri "Pebbles" Reid

**DEFENDANT(S)**

Kate Lanier

**(b) COUNTY OF RESIDENCE OF FIRST LISTED**PLAINTIFF Fulton County, Georgia

(EXCEPT IN U.S. PLAINTIFF CASES)

**COUNTY OF RESIDENCE OF FIRST LISTED**DEFENDANT California

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

**(c) ATTORNEYS**

(FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

L. Lin Wood, L. Lin Wood, P.C.  
lwood@linwoodlaw.com; 404-891-1402  
Stacey Godfrey Evans, S.G. Evans Law, LLC  
stacey@sgevenslaw.com; 404-891-1404  
1180 West Peachtree Street  
Suite 2400  
Atlanta, GA 30309

**ATTORNEYS (IF KNOWN)****II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- |  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF | <input type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)                     |
| <input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT | <input checked="" type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES**(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)  
(FOR DIVERSITY CASES ONLY)

- | PLF                                 | DEF                                 |   | PLF                      | DEF                                 |   |
|-------------------------------------|-------------------------------------|---|--------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1 CITIZEN OF THIS STATE                   | <input type="checkbox"/> | <input type="checkbox"/>            | 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 2 CITIZEN OF ANOTHER STATE                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | <input type="checkbox"/> | <input type="checkbox"/>            | 6 FOREIGN NATION  |

**IV. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- |   |   |  |   |   |   |  |
|---|---|--|---|---|---|--|
| <input checked="" type="checkbox"/> 1 ORIGINAL PROCEEDING | <input type="checkbox"/> 2 REMOVED FROM STATE COURT | <input type="checkbox"/> 3 REMANDED FROM APPELLATE COURT | <input type="checkbox"/> 4 REINSTATED OR REOPENED | <input type="checkbox"/> 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) _____ | <input type="checkbox"/> 6 MULTIDISTRICT LITIGATION | <input type="checkbox"/> 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT |
|---|---|--|---|---|---|--|

**V. CAUSE OF ACTION**

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

**(IF COMPLEX, CHECK REASON BELOW)**

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Unusually large number of parties.            | <input type="checkbox"/> 6. Problems locating or preserving evidence.                 |
| <input type="checkbox"/> 2. Unusually large number of claims or defenses. | <input type="checkbox"/> 7. Pending parallel investigations or actions by government. |
| <input type="checkbox"/> 3. Factual issues are exceptionally complex.     | <input type="checkbox"/> 8. Multiple use of experts.                                  |
| <input type="checkbox"/> 4. Greater than normal volume of evidence.       | <input type="checkbox"/> 9. Need for discovery outside United States boundaries.      |
| <input type="checkbox"/> 5. Extended discovery period is needed.          | <input type="checkbox"/> 10. Existence of highly technical issues and proof.          |

CONTINUED ON REVERSE

**FOR OFFICE USE ONLY**

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ (Refer to)	NATURE OF SUIT _____	CAUSE OF ACTION _____



**VI. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)**CONTRACT - "0" MONTHS DISCOVERY TRACK**

- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- ☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

**CONTRACT - "4" MONTHS DISCOVERY TRACK**

- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 151 MEDICARE ACT
- ☐ 160 STOCKHOLDERS' SUITS
- ☐ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY
- ☐ 196 FRANCHISE

**REAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- ☐ 210 LAND CONDEMNATION
- ☐ 220 FORECLOSURE
- ☐ 230 RENT LEASE & EJECTMENT
- ☐ 240 TORTS TO LAND
- ☐ 245 TORT PRODUCT LIABILITY
- ☐ 290 ALL OTHER REAL PROPERTY

**TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK**

- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- ☐ 365 PERSONAL INJURY - PRODUCT LIABILITY
- ☐ 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- ☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

**TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- ☐ 370 OTHER FRAUD
- ☐ 371 TRUTH IN LENDING
- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

**BANKRUPTCY - "0" MONTHS DISCOVERY TRACK**

- ☐ 422 APPEAL 28 USC 158
- ☐ 423 WITHDRAWAL 28 USC 157

**CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK**

- ☐ 441 VOTING
- ☐ 442 EMPLOYMENT
- ☐ 443 HOUSING/ ACCOMMODATIONS
- ☐ 444 WELFARE
- ☐ 440 OTHER CIVIL RIGHTS
- ☐ 445 AMERICANS with DISABILITIES - Employment
- ☐ 446 AMERICANS with DISABILITIES - Other
- ☐ 448 EDUCATION

**IMMIGRATION - "0" MONTHS DISCOVERY TRACK**

- ☐ 462 NATURALIZATION APPLICATION
- ☐ 465 OTHER IMMIGRATION ACTIONS

**PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK**

- ☐ 463 HABEAS CORPUS- Alien Detainee
- ☐ 510 MOTIONS TO VACATE SENTENCE
- ☐ 530 HABEAS CORPUS
- ☐ 535 HABEAS CORPUS DEATH PENALTY
- ☐ 540 MANDAMUS & OTHER
- ☐ 550 CIVIL RIGHTS - Filed Pro se
- ☐ 555 PRISON CONDITION(S) - Filed Pro se
- ☐ 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

**PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK**

- ☐ 550 CIVIL RIGHTS - Filed by Counsel
- ☐ 555 PRISON CONDITION(S) - Filed by Counsel

**FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK**

- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- ☐ 690 OTHER

**LABOR - "4" MONTHS DISCOVERY TRACK**

- ☐ 710 FAIR LABOR STANDARDS ACT
- ☐ 720 LABOR/MGMT. RELATIONS
- ☐ 740 RAILWAY LABOR ACT
- ☐ 754 FAMILY and MEDICAL LEAVE ACT
- ☐ 790 OTHER LABOR LITIGATION
- ☐ 791 EMP. RET. INC. SECURITY ACT

**PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK**

- ☐ 820 COPYRIGHTS
- ☐ 840 TRADEMARK

**PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK**

- ☐ 830 PATENT

**SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK**

- ☐ 861 HIA (1395ff)
- ☐ 862 BLACK LUNG (923)
- ☐ 863 DIWC (405(g))
- ☐ 863 DIWW (405(g))
- ☐ 864 SSD TITLE XVI
- ☐ 865 RSI (405(g))

**FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK**

- ☐ 870 TAXES (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - THIRD PARTY 26 USC 7609

**OTHER STATUTES - "4" MONTHS DISCOVERY TRACK**

- ☐ 375 FALSE CLAIMS ACT
- ☐ 400 STATE REAPPORTIONMENT
- ☐ 430 BANKS AND BANKING
- ☐ 450 COMMERCE/ICC RATES/ETC.
- ☐ 460 DEPORTATION
- ☐ 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- ☐ 480 CONSUMER CREDIT
- ☐ 490 CABLE/SATELLITE TV
- ☐ 891 AGRICULTURAL ACTS
- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 895 FREEDOM OF INFORMATION ACT
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES
- ☐ 890 OTHER STATUTORY ACTIONS
- ☐ 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

**OTHER STATUTES - "8" MONTHS DISCOVERY TRACK**

- ☐ 410 ANTITRUST
- ☐ 850 SECURITIES / COMMODITIES / EXCHANGE

**OTHER STATUTES - "0" MONTHS DISCOVERY TRACK**

- ☐ 896 ARBITRATION (Confirm / Vacate / Order / Modify)

**\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ \_\_\_\_\_

JURY DEMAND ☒ YES ☐ NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

**VIII. RELATED/REFILED CASE(S) IF ANY**

JUDGE Willis B. Hunt, Jr.

DOCKET NO. 1:14-cv-01252-WBH

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- ☐ 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- ☐ 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- ☐ 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

- ☐ 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED. This case ☐ IS ☐ IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Stacey Godfrey Evans

10/21/2014

SIGNATURE OF ATTORNEY OF RECORD

DATE