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**FILED**  
Los Angeles Superior Court

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John A. Stacks, Executive Officer/Clerk  
By *[Signature]* Deputy  
DOROTHY SWAIN

7 Attorneys for Plaintiff Sam Lutfi

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

BC406904

12 SAM LUTFI, an individual, )  
13 Plaintiff, )  
14 vs. )  
15 LYNNE IRENE SPEARS, an individual; )  
16 JAMES PARNELL SPEARS, an individual; )  
17 BRITNEY JEAN SPEARS, an individual; and )  
18 DOES 1 through 25, inclusive, )  
19 Defendants. )

Case No:

**COMPLAINT FOR:**

- (1) **LIBEL;**
- (2) **DEFAMATION;**
- (3) **BATTERY;**
- (4) **INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;**
- (5) **BREACH OF CONTRACT; AND**
- (6) **QUANTUM MERUIT**

22 Plaintiff Sam Lutfi, an individual, does hereby allege as follows:

23 1. Britney Jean Spears ("Britney") is one of the most recognizable and highly  
24 celebrities in the world. Ever since she burst onto the scene as a pop superstar, every aspect of  
25 her life and, more importantly, her fortune, has been controlled by her parents, James Parnell  
26 Spears (a/k/a Jamie Spears) ("Jamie") and Lynne Irene Spears ("Lynne"). However, in late 2006  
27 and early 2007, when Britney's life was, very publicly, spiraling out of control, Jamie and Lynne  
28 failed to offer their fragile daughter the guidance or emotional support she desperately needed.

*Handwritten notes and signatures on the left margin, including "assigned" and "Lutfi".*

*Vertical stamp on the right side of the page containing case information: CITE/CASE: BC406904, REFERENCE # 02/03/09, etc.*

1 Rather, they saw her very personal and public struggles as an opportunity to gain even more  
2 control over Britney and her fortune. Seeking to further distance herself from her parents,  
3 Britney sought out Sam Lutfi ("Lutfi") and urged him to manage her business and personal  
4 affairs. From October 2007 through February 2008, under Lutfi's management and guidance,  
5 Britney began turning her life and career around. During this time, Lutfi also actively  
6 encouraged Britney to reconcile with Jamie and Lynne. However, no good deed goes  
7 unpunished. Seeing Lutfi's involvement with Britney as a threat to their lifestyle, Jamie and  
8 Lynne launched a campaign of lies and intimidation designed to destroy Lutfi and drive him out  
9 of Britney's life. This campaign also provided Jamie with the opportunity he needed to obtain an  
10 appointment as Britney's conservator (for which he receives a reported \$16,000 per month in  
11 compensation). Although, still deemed "incompetent", Britney has recently recorded a new  
12 album, "Circus", embarked on a world tour and given numerous media interviews and continues  
13 to earn the money that supports Jamie's and Lynne's lavish lifestyle. Despite seemingly  
14 accomplishing their objectives, Jamie and Lynne have nevertheless continued their smear  
15 campaign against Lutfi. Thus, having no other alternative, Lutfi brings this action to defend  
16 himself against Jamie's and Lynne's persistent attacks.

### 17 GENERAL ALLEGATIONS

18 2. Plaintiff Sam Lutfi ("Lutfi") is an individual who, for all times relevant hereto,  
19 was residing, and did reside, in the County of Los Angeles, State of California.

20 3. Lutfi is informed and believes, and thereon alleges, that defendant Lynne Irene  
21 Spears ("Lynne") is an individual who, for all times relevant hereto, was residing, and did reside,  
22 in Tangipahoa Parish, State of Louisiana.

23 4. Lutfi is informed and believes, and thereon alleges, that defendant James Parnell  
24 Spears (a/k/a Jamie Spears) ("Jamie") is an individual who, for all times relevant hereto, was  
25 residing, and did reside, in the County of Los Angeles, State of California.

26 5. Lutfi is informed and believes, and thereon alleges, that defendant Britney Jean  
27 Spears ("Britney") is an individual who, for all times relevant hereto, was residing, and did  
28 reside, in the County of Los Angeles, State of California. Britney is sued herein as a nominal

1 defendant since it is understood that she will appear by and through her conservators including,  
2 without limitation, Jamie.

3 6. Lutfi is ignorant of the true names and capacity of the defendants sued herein as  
4 DOES 1 through 25, inclusive, and, therefore sues these defendants by such fictitious names.  
5 Lutfi is informed and believes, and thereon alleges, that each such DOE defendant is liable to  
6 Lutfi for the actions hereinafter set forth. Lutfi will amend this Complaint to allege the true  
7 names and capacities of each such DOE defendant when ascertained.

8 7. Lutfi is informed and believes, and thereon alleges, that at all times herein  
9 mentioned, each defendant, including DOE defendants, was the agent, servant, employee and/or  
10 representative of each of the other defendants and, that at all times herein mentioned, was acting  
11 within the course and scope of and pursuant to said agency, service, employment and/or  
12 representation.

13 8. Jurisdiction and venue for this action in the County of Los Angeles are proper  
14 pursuant to California Code of Civil Procedure Sections 393 and 395.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 9. From the time that Britney was a child with a promising musical career, her father,  
17 Jamie and mother, Lynne managed and controlled every aspect of Britney's life and career.  
18 When Britney's ship finally came in, Britney, as well as Jamie and Lynne, gained instant  
19 celebrity as well as access to Britney's substantial fortune.

20 10. As Britney grew older and more independent and Jamie and Lynne's marriage  
21 began to fall apart, Jamie's and Lynne's stranglehold on Britney's life and career began to loosen.  
22 This posed a serious threat to Jamie and Lynne, who had become accustomed to the fame and  
23 fortune afforded to them as the "parents of Britney Spears".

24 11. In order to ensure that they would not lose the lifestyle to which they had become  
25 accustomed, Jamie and Lynne set out to destroy anyone and anything that came between them  
26 and Britney; first by pressuring and cajoling Britney into annulling her marriage to long time  
27 friend, Jason Alexander; and later by interfering with Britney's marriage to Kevin Federline  
28 ("Federline").

1           12.     As a result of Jamie's and Lynne's actions, Britney grew increasingly distant and  
2 resentful of her parents. In fact, Britney was especially resentful of Lynne, whom she felt had  
3 betrayed her by consorting with Federline at a time when Britney and Federline were in the midst  
4 of a contentious divorce and custody battle.

5           13.     By late 2006, Britney's career was at an absolute standstill. In addition, Britney  
6 had become the subject of countless tabloid stories reporting incidents of bizarre behavior and  
7 rumored drug abuse.

8           14.     Neither Jamie nor Lynne offered Britney any support as she suffered the  
9 embarrassment and humiliation of public ridicule. Rather, they saw the rumors and tabloid  
10 reports as a means by which they could force their way back into Britney's life and regain control  
11 of her fortune under the guise of concern for Britney's well being.

12           15.     Resentful of Lynne and afraid of Jamie's controlling, violent and often  
13 unpredictable behavior, Britney began inquiring about obtaining restraining orders against Jamie  
14 and Lynne in order to prevent them from regaining any control over her or having any  
15 involvement in her life.

16           16.     It was at or about this time in early 2007, that Britney met Lutfi at Los Angeles  
17 area nightclub. Lutfi was relatively well known within certain circles as a businessman who  
18 spent much of his time counseling and assisting homeless and wayward teens in the Hollywood  
19 area.

20           17.     Although they were never formally introduced, Britney approached Lutfi and  
21 began discussing her family situation with him. In particular, Britney asked Lutfi whether he  
22 knew of any lawyers who could help her get restraining orders issued against her family,  
23 including, without limitation, Jamie and Lynne. Although Lutfi did not know of anyone at that  
24 time, Lutfi offered to make inquiries and provide Britney with the names of lawyers who might  
25 be able to assist her and offered Britney his telephone number in the event she wanted to contact  
26 him again.

27           18.     Over the next few weeks, Britney telephoned Lutfi on numerous occasions and  
28 sent him hundreds of text messages. Throughout these communications, Britney constantly

1 sought advice from Lutfi as to how to prevent Jamie and Lynne from having any further  
2 involvement in her life, including, without limitation, advice as to how she might obtain a  
3 restraining order against Jamie and Lynne from the Court.

4 19. During the ensuing months, a friendship began to develop between Lutfi and  
5 Britney. In fact, the relationship between Britney and Lutfi grew so strong that Britney sought  
6 Lutfi's advice and counsel in connection with almost every important decision relating to her life  
7 and career including, without limitation, the ongoing divorce proceedings and custody battle with  
8 Federline, the feud between Britney and her family, as well as Britney's new album. Lutfi, for  
9 his part, was always willing to listen to Britney and offer his advice and support, and would often  
10 accompany her to important business meetings, such as a June 2007 meeting with high-level  
11 talent agency executives.

12 20. In or about September 2007, at Britney's request, Lutfi accompanied Britney to a  
13 meeting with record company executives to discuss production and release of Britney's new  
14 album, "*Blackout*".

15 21. At this meeting, the record company executives were initially reluctant to discuss  
16 details concerning "*Blackout*" in front of Lutfi, with whom they were not familiar. In order to  
17 remedy this situation, Britney, without ever having discussed the matter with Lutfi, informed the  
18 record company executives that Lutfi was her new "manager" and gave them authorization to  
19 discuss "*Blackout*" with her in front of Lutfi.

20 22. Pleased with the idea of Lutfi being her manager, in the days that followed,  
21 Britney repeatedly asked and urged Lutfi to take on that role. Ultimately, out of a concern for  
22 Britney and her well being, Lutfi did, in fact, agree to become Britney's manager.

23 23. Beginning in or about October 2007, Lutfi performed a variety of business  
24 management services for Britney. Among other things, Lutfi (a) facilitated booking, arranging  
25 and coordinating every legal meeting, court hearing, doctor visit, child visitation and other  
26 matters related to Britney's custody dispute and a then pending hit and run action; (b) scheduled  
27 recording studio sessions and interfaced with music producers in connection with the album  
28 "*Blackout*" including, without limitation, assisting in song selection for the album; (c) advised

1 and consulted on the artwork for the album "*Blackout*"; (d) arranged, coordinated and escorted  
2 Britney to all photo shoots and promotional events related to her album, "*Blackout*"; (e)  
3 coordinated, reviewed, and oversaw all details of the music videos for her album, "*Blackout*"; (f)  
4 arranged and coordinated the production of Britney's music video for the song "*Piece of Me*";  
5 (g) coordinated, produced and directed post-production and editing of Britney's music video for  
6 the song "*Piece of Me*"; (h) interviewed and selected choreographers for Britney's tour in  
7 support of her album, "*Blackout*"; (i) scheduled and escorted Britney to dance studio sessions in  
8 preparation for tour in support of the album, "*Blackout*"; (j) scheduled and escorted Britney to  
9 dance studio sessions in preparation for music videos related to the album, "*Blackout*"; (k)  
10 selected and hired hair and makeup professionals and fashion stylists for Britney, for photo  
11 shoots, music videos and public appearances; (l) sought and developed charity opportunities and  
12 appearances for Britney; (m) scheduled and coordinated business meetings with various  
13 businesses and agencies in connection with Britney's music, promotional, acting, entertainment  
14 and endorsement deals; (n) participated and assisted in weekly accounting meetings with Britney  
15 wherein Lutfi would review each and every bill and invoice delivered by Britney's business  
16 manager and review checks drafted for Britney's signature; and (o) assisted Britney in  
17 interviewing and hiring legal counsel.

18         24. In addition, Lutfi provided other personal services for Britney, including, without  
19 limitation, (a) assisting Britney with the purchase of automobiles; (b) arranging birthday parties  
20 for Britney's children; (c) arranging holiday events (i.e., Thanksgiving, Christmas and New  
21 Years) for Britney and her children; (d) hiring decorators and lighting companies to install  
22 holiday lights at Britney's home; (e) selecting and hiring a company to child-proof Britney's  
23 residences; (f) selecting and hiring a professional photographer to photograph Britney and her  
24 children; (g) selecting and hiring real estate brokers to assist Britney in selling and purchasing  
25 residences; (h) escorting Britney to various open houses; (i) assisting Britney with the hiring and  
26 firing of personal assistants, maids and nannies; (j) selecting and hiring a company to install new  
27 carpet in Britney's residence; (k) selecting and hiring a lighting company to install new  
28 chandeliers and lighting in Britney's residence; and (l) purchasing consumer goods for Britney's

1 residence (m) purchasing toys for Britney's children on birthdays, holidays and special events.

2 25. During the time Lutfi was acting as Britney's manager, Lynne and Jamie began  
3 making attempts to re-establish contact with Britney and regain control of her life, career and  
4 fortune.

5 26. Although Lutfi encouraged Britney to reconcile with her parents, Lutfi  
6 represented a significant impediment to Lynne and Jamie's regaining complete control of  
7 Britney's life and career. Thus, as they had done so many times before, Jamie and Lynne began a  
8 campaign of slander, libel and defamation aimed at discrediting, destroying and physically and  
9 emotionally intimidating Lutfi in order to drive him out of Britney's life. In fact, Lutfi is  
10 informed and believes, and thereon alleges, that Lynne even went so far as to request that  
11 Britney's then boyfriend, Adnan Ghalib, give a television interview, insinuating that Lutfi had  
12 provided Britney with illegal drugs and blaming him for all of Britney's bizarre behavior.

13 **FIRST CAUSE OF ACTION - LIBEL**

14 (Against Lynne and Does 1 through 25)

15 27. Lutfi hereby incorporates by reference each and every allegation set forth in  
16 paragraph numbers 1 through 26 as if set forth in full herein.

17 28. Lutfi is informed and believes, and thereon alleges, that in or about 2008, Lynne  
18 authored a book entitled, "*Through the Storm, A Real Story of Fame and Family in a Tabloid*  
19 *World*" (the "Book").

20 29. In the Book, Lynne purports to tell the story of her life as the mother of pop-  
21 superstar, Britney Spears, and how Britney's meteoric rise to fame and fortune affected her life  
22 and the lives of her family members.

23 30. In Chapters 27, 28 and 29 of the Book, entitled "Jerked Around", "The General"  
24 and "Breaking the Stranglehold", respectively, Lynne tells the story of how she first met Lutfi  
25 and how he purportedly kept Britney under his control. A true and correct copy of Chapters 27,  
26 28 and 29 of the Book are attached hereto as Exhibit "1" and incorporated herein by this  
27 reference.

28 31. The following statements as set forth in Chapters 28 of the Book are false as they

1 apply to Lutfi:

2 (a) “[Sam] told us that he threw away all of Britney’s phone chargers and disabled the  
3 house phones by cutting the wires.” (Chapter 28, p. 176).

4 (b) “[Sam] told [Jackie and Lynne] to tell Britney that Adnan is gay.” (Chapter 28, p.  
5 176).

6 (c) “Sam told Jackie and me that he grinds up Britney’s pills, which were on the  
7 counter and included Risperdol and Seroquel, and puts them in her food. He said that was the  
8 reason she had been quiet for the last three days. She had been drugged and asleep. He said that  
9 her doctor was trying to get her into a sleep-induced coma so that they could then give her other  
10 drugs to treat her.” (Chapter 28, p. 176-77).

11 32. Lutfi is informed and believes, and thereon alleges, that the following statements  
12 as set forth in Chapters 28 of the Book are also false as they apply to Lutfi:

13 (a) “Adnan [Ghalib] told me that Sam hid Britney’s cell phones and told her that he  
14 lost them.” (Chapter 28, 176).

15 (b) “Adnan told me that Sam also would hide Britney’s dog, London. She would  
16 look all over the house, crying, and then Sam would bring out the dog and act like some sort of  
17 savior.” (Chapter 28, p. 176).

18 33. Lutfi is informed and believes, and thereon alleges, that the following statement as  
19 set forth in Chapters 28 of the Book is false and was made by Lynne without personal knowledge  
20 or regard for the truth; “[Sam] also disabled several of Britney’s cars so she couldn’t leave  
21 unattended.” (Chapter 28, p. 176).

22 34. Since the publication of the Book, Lutfi has been subjected to unfathomable  
23 amounts of ridicule and public scorn. Lutfi is constantly bombarded by magazine headlines,  
24 television shows and internet gossip sites that have propagated Lynne’s lies and fabrications.  
25 Lutfi can no longer find work as a counselor of at-risk teens. Lutfi has received numerous death  
26 threats from overzealous fans and, as such, is no longer able to venture into the public without  
27 being harassed and ridiculed.

28 35. The false statements within Chapter 28 of the Book are libelous on their face in

1 that they accuse Lutfi of conduct that is despicable, dishonest, improper, immoral and potentially  
2 criminal, thereby exposing Lutfi to hatred, contempt, ridicule, and obloquy.

3 36. The aforementioned statements were published by Lynne with actual malice in  
4 that they were published by Lynne with the knowledge that they were false and/or with reckless  
5 disregard for their truth.

6 37. Lutfi is informed and believes, and thereon alleges, that, since its publication,  
7 Lynne has sold tens of thousands of copies of the Book worldwide. In addition, the Book has  
8 received a significant amount of media attention including, without limitation, on public  
9 television and internet sites. As such, the number of persons who have read or viewed the Book  
10 and in particular, the false statements within Chapter 28 of the Book are unquantifiable.

11 38. As a result of the foregoing, Lutfi has suffered loss of his reputation, shame,  
12 mortification and hurt feelings, all to his general damage as well as special damages including,  
13 without limitation, injury to Lutfi's business, medical expenses, attorneys' fees and costs.

14 39. In addition, as alleged above, the statements identified above were published  
15 intentionally and with actual malice and for the purpose of depriving Lutfi of property or legal  
16 rights or otherwise causing injury and, therefore, was despicable conduct that subjected Lutfi to a  
17 cruel and unjust hardship in conscious disregard of Lutfi's rights, so as to justify an award of  
18 exemplary and punitive damages.

### 19 SECOND CAUSE OF ACTION - DEFAMATION

20 (Against Lynne and Does 1 through 25)

21 40. Lutfi hereby incorporates by reference each and every allegation set forth in  
22 paragraph numbers 1 through 33 as if set forth in full herein.

23 41. In Chapters 27, 28 and 29 of the Book, Lynne pejoratively refers to Lutfi as,  
24 among other things, "fake", "Svengali", "a predator", "a gatekeeper" and "the General".

25 42. In Chapters 27, 28 and 29 of the Book, Lynne accuses Lutfi of using paparazzi as  
26 his "foot soldiers" and "henchmen".

27 43. Throughout Chapters 27, 28 and 29 of the Book, Lynne indirectly accuses Lutfi of  
28 conduct that is despicable, dishonest, improper, immoral and potentially criminal.





1 alleged above, Lutfi suffered, and continues to suffer, humiliation, mental anguish, and emotional  
2 and physical distress, and injury to his nervous system and person, all of which have caused, and  
3 continue to cause, Lutfi great mental, physical, and nervous pain and suffering.

4 58. In addition, as a further result of the acts of Jamie and Lynne, and each of them, as  
5 alleged above, Lutfi has suffered loss of his reputation, shame, mortification and hurt feelings, all  
6 to his general damage as well as special damages including, without limitation, injury to Lutfi's  
7 business, medical expenses, attorneys' fees and costs.

8 59. The acts of Jamie and Lynne, and each of them, as alleged above, were willful and  
9 malicious intentionally and done for the purpose of depriving Lutfi of property or legal rights or  
10 otherwise causing injury, and, therefore, were despicable conduct that subjected Lutfi to a cruel  
11 and unjust hardship in conscious disregard of Lutfi's rights, so as to justify an award of  
12 exemplary and punitive damages.

13 **FIFTH CAUSE OF ACTION - BREACH OF CONTRACT**

14 (Against Britney and Does 1 through 25)

15 60. Lutfi hereby incorporates by reference each and every allegation set forth in  
16 paragraph numbers 1 through 26 as if set forth in full herein.

17 61. In or about October 2007, Lutfi and Britney entered into an oral agreement (the  
18 "Agreement") whereby Lutfi would act as Britney's manager for a term of four (4) years.  
19 Pursuant to the terms of the Agreement, Lutfi was to be compensated at the rate of 15% of the  
20 income generated by Britney during that period.

21 62. On October 13, 2007, the Agreement was confirmed by Britney by, among other  
22 things, a text message sent to Lutfi that reads, in relevant part, "sam, so thats fine, i want you to  
23 be my manager. you were right its 15 percent of my money but for 4 years not 5."

24 63. As alleged in paragraphs 23 and 24, above, beginning in October 2007, Lutfi  
25 performed a variety of management and personal services for Britney. Lutfi timely and fully  
26 performed all of his obligations pursuant to the terms of the Agreement, with the exception of  
27 those obligations that have been excused, prevented or released by Britney as a matter of law.

28 64. In or about February 2008, after being appointed as conservator over Britney.

1 Since that time, Jamie has prevented Lutfi from performing his obligations under the Agreement.

2 65. Lutfi has made numerous demands on Jamie, as conservator for Britney, for  
3 payment of management fees due for the period from approximately mid-October 2007 to early-  
4 February 2008, as well as other amounts that would have been due under the Agreement but for  
5 its premature termination. However, such demands have been, and continue to be, ignored. As  
6 such, to date, Lutfi has not received payment for any of his management services as was required  
7 under the terms of the Agreement.

8 66. The failure to pay management fees and premature termination of the Agreement,  
9 as alleged above, constitute breaches of the Agreement.

10 67. Lutfi is informed and believes, and thereon alleges, that Britney's monthly income  
11 during the calendar year 2007 was approximately \$800,000. Lutfi is further informed and  
12 believes, and thereon alleges, that Britney's monthly income was the same, or greater, during the  
13 calendar year 2008.

14 68. As a proximate and foreseeable consequence of the breach of the Agreement as  
15 alleged herein, Lutfi has suffered, and will continue to suffer, damages in an amount in excess of  
16 the minimum jurisdiction of the court, according to proof at trial.

17 **SIXTH CAUSE OF ACTION - QUANTUM MERUIT**

18 (Against Britney and Does 1 through 25)

19 69. Lutfi hereby incorporates by reference each and every allegation set forth in  
20 paragraph numbers 1 through 26 as if set forth in full herein.

21 70. As alleged above, within the last four years, Lutfi performed a variety of  
22 management and personal services for Britney.

23 71. Britney knew that the above-described management and personal services were  
24 being provided by Lutfi for her and at her request and subsequently accepted, used, and enjoyed  
25 the benefits the above-described management and personal services.

26 72. Lutfi has made numerous demands on Jamie, as conservator for Britney, for  
27 payment of the fair and reasonable value of the management and personal services performed by  
28 Lutfi for Britney. Nevertheless, Jamie has failed and refused to compensate Lutfi for the fair and

1 reasonable value of such services. As such, to date, Lutfi has not received any payment for the  
2 management services provided by Lutfi to Britney.

3 73. Lutfi is informed and believes, and thereon alleges, that Britney's monthly income  
4 during the calendar year 2007 was approximately \$800,000. Lutfi is further informed and  
5 believes, and thereon alleges, that Britney's monthly income was the same, or greater, during the  
6 calendar year 2008.

7 74. As a proximate and foreseeable consequence of the breach of the Agreement as  
8 alleged herein, Lutfi has suffered, and will continue to suffer, damages equal to the fair and  
9 reasonable value of the uncompensated management services provided by Lutfi to Britney, in an  
10 amount in excess of the minimum jurisdiction of the court, according to proof at trial.

11 WHEREFORE, Lutfi prays judgment against Lynne, Jamie and Britney through Jamie  
12 and Wallet and Does 1 through 25, and each of them, as follows:

13 On Lutfi's First Cause of Action for Libel:

14 1. For general damages in a sum in excess of the minimum jurisdiction of the court,  
15 according to proof at trial;

16 2. For special damages in an a sum according to proof at trial;

17 3. For punitive damages in an amount appropriate to punish Lynne and Does 1  
18 through 25, and each of them, and deter others from engaging in similar misconduct;

19 On Lutfi's Second Cause of Action for Defamation:

20 4. For general damages in a sum in excess of the minimum jurisdiction of the court,  
21 according to proof at trial;

22 5. For special damages in an a sum according to proof at trial;

23 6. For punitive damages in an amount appropriate to punish Lynne and Does 1  
24 through 25, and each of them, and deter others from engaging in similar misconduct;

25 On Lutfi's Third Cause of Action for Battery:

26 7. For general damages in a sum in excess of the minimum jurisdiction of the court,  
27 according to proof at trial;

28 8. For punitive damages in an amount appropriate to punish Jamie and Does 1

1 through 25, and each of them, and deter others from engaging in similar misconduct;

2 On Lutfi's Fourth Cause of Action for Intentional Infliction of Emotional Distress:

3 9. For general damages in a sum in excess of the minimum jurisdiction of the court,  
4 according to proof at trial;

5 10. For special damages in an a sum according to proof at trial;

6 11. For punitive damages in an amount appropriate to punish Jamie, Lynne and Does

7 1 through 25, and each of them, and deter others from engaging in similar misconduct;

8 On Lutfi's Fifth Cause of Breach of Contract:

9 12. For compensatory damages in a sum in excess of the minimum jurisdiction of the  
10 court, according to proof at trial;

11 13. For consequential damages according to proof at trial;

12 On Plaintiff's Sixth Cause of Quantum Meruit:

13 14. For compensatory damages in a sum in excess of the minimum jurisdiction of the  
14 court, according to proof at trial;

15 15. For consequential damages according to proof at trial;

16 On All Causes of Action:

17 16. For costs of suit incurred herein;

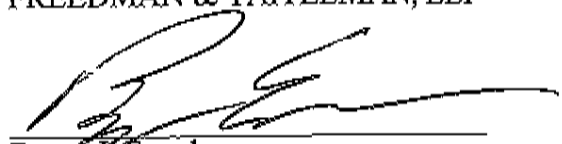
18 17. For pre-judgment interest in an amount according to proof at trial; and

19 18. For such other and further relief as the court may deem proper.

20  
21 Dated: February 2, 2009

FREEDMAN & TAITELMAN, LLP

22  
23 By:

  
Bryan J. Freedman  
Attorneys for Plaintiff Sam Lutfi

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