

Attorney No. 30706

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

2009L005229
CALENDAR/ROOM T
TIME 00:00
Breach of Contract

JAY BENNETT ,)
)
 Plaintiff,)
)
 vs.)
)
 JEFFREY SCOT TWEEDY)
)
 Defendant.)

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2009 MAY -4 AM 9:12
DOROTHY BECKETT
CLERK OF CIRCUIT COURT
LAW DIVISION

COMPLAINT

NOW COMES the Plaintiff, Jay Bennett, ("Bennett") by and through his attorney, TIMOTHY P. DONOHUE, and as and for his complaint against the Defendant, JEFFREY TWEEDY ("Defendant") alleges as follows:

BREACH OF CONTRACT

1. Defendant, JEFFREY SCOT TWEEDY, is an Illinois resident domiciled in Cook County.
2. Plaintiff, JAY BENNETT, is an Illinois resident domiciled in Champaign County.
3. On or about November 15, 1994, Bennett joined the musical performing group "Wilco" ("Wilco") which was formed by Defendant.
4. That at all times relevant, Bennett was treated as an equal member of Wilco, sharing in the losses and expenses of the band equally. (redacted copies of Bennett's shareholder tax returns as a shareholder of Wilco World Tours, Inc. are attached hereto and incorporated by reference herein as Exhibit A).
5. That Bennett devoted his full time and effort to Wilco as a performing, touring musician, a recording artist, songwriter and record producer.
6. That Bennett was a member of Wilco from ~~the~~ or about November 15, 1994 to approximately

August 15, 2001.

7. That during his tenure in Wilco, Bennett performed on the albums: "Being There", "Summerteeth", "Mermaid Avenue", "Mermaid Avenue Vol. II" and "Yankee Hotel Foxtrot".
8. That Bennett also served as the record producer for Wilco.
9. That as a recording musician in Wilco, Bennett is entitled to compensation for his services rendered in the form of continuing and perpetual artist royalty payments from Defendant.
10. That Bennett as a songwriter is entitled to continuing and perpetual songwriter royalties from Defendant as defined in paragraph 6 of the agreement attached hereto and incorporated by reference herein as Exhibit B.
11. That other members of Wilco were parties to a written band member agreement dated January 1, 1995. Although Bennett was not a signatory to that specific agreement, he was paid pursuant to the agreement along with the other members of Wilco. (a true and correct copy of the band member agreement is attached hereto and incorporated by reference herein as Exhibit B) and was subject to the terms and obligations of the written agreement as if he had signed it. Moreover, Defendant held Bennett to the terms of the written agreement and made infrequent partial payments to Bennett pursuant to the terms of the written agreement.
12. That none of the infrequent partial payments were payments for artist royalties, producer royalties for Bennett's services as a recording musician and record producer, however several of these payments were in an amount corresponding to the written agreement concerning the members' pro-rata participation in fifteen percent (15%) of Defendant's publishing income.
13. That the agreement provides in relevant part.

"2. Each member shall share equally in the Net Profits of the Group's activities. As used herein, "Net Profits" shall mean the amount remaining from the gross income of the Group from its activities in the Entertainment Industry after the payment of expenses incurred by the Group in connection with such activities."

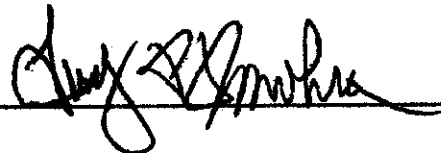
"6. Notwithstanding anything to the contrary contained herein, income earned by the individual Members in connection with music publishing rights for songs recorded by the Group shall not be considered Net Income but shall instead be

distributed as follows:

In the event that a song is wholly owned by one Member, the non-owning Members shall be entitled to an aggregate 15% of the income generated by sales and performances of the Group's recordings of the song earned during each non-owning Member's Term (Exhibit A).

- 14. That Defendant's obligations to compensate Bennett are continuing and perpetual.**
- 15. That Bennett devoted his full time and effort to Wilco for the period starting on or about November 15, 1994 and ending on or about August 15, 2001.**
- 16. That on or about, June 1, 2002, Defendant produced a film entitled "I Am Trying to Break Your Heart".**
- 17. Bennett has a significant role in the film.**
- 18. To date, Bennett has received no compensation for the results and proceeds of his performance in the film.**
- 19. Upon information and belief, Defendant never obtained the necessary releases for the use of Bennett's performance in the film.**
- 20. Upon information and belief Defendant received compensation for appearing in the film.**
- 21. That Bennett has repeatedly attempted to obtain his compensation for his membership in and contributions to the group Wilco from Defendant.**
- 22. That Defendant has repeatedly refused to compensate Bennett for Bennett's membership in and contributions to Wilco despite Bennett's numerous and repeated requests.**
- 23. That Bennett fully performed his obligations as delineated by the express terms and conditions of the agreement.**
- 24. That Defendant's acts and omissions in refusing to compensate Bennett pursuant to the express terms and conditions of the agreement constitute a breach of contract.**
- 25. That Jay Bennett has been damaged by Defendant's breach.**
- 26. That as of the date of filing, Bennett has yet to receive an accounting or payment pursuant to the January 1, 1995 contract.**

WHEREFORE, Plaintiff, JAY BENNETT, prays for judgment against defendant in an amount to be determined at trial, but in excess of \$50,000.00 and an award of pre-judgment interests and costs of suit and for such other and further relief as this Court deems just and proper.

By:  _____

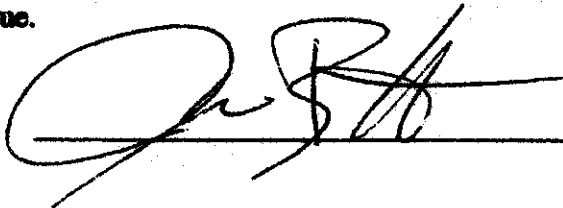
Attorney for Jay Bennett

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(847) 277-2507

STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

VERIFICATION BY CERTIFICATION

I, JAY W. BENNETT, the Plaintiff herein, under penalties provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that he has read the complaint and that he has knowledge of the facts alleged therein, and the facts contained therein are true, except as to those facts which are alleged to be upon information and belief, and as to those allegations, I verily believe them to be true.

 _____

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the above signed certifies that the statements set forth herein are true and correct.