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Superior Court of California
County of Los Angeles

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Sherril F. Carter, Executive Officer, Clerk
By:  Deputy
Nancy Alvarez

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

BY FAX

12 LINDSEY BUCKINGHAM, an individual,
13 Plaintiff,

14 v.

15 MICHAEL FLEETWOOD, aka "MICK
16 FLEETWOOD," an individual; JOHN
17 MCVIE, an individual; CHRISTINE
18 MCVIE, an individual; STEPHANIE
19 NICKS, aka "STEVIE NICKS," an
20 individual; THE FLEETWOOD MAC
21 PARTNERSHIP; and DOES 1 through 25,
22 Defendants.

Case No.:

18STCV00306

COMPLAINT FOR:

- (1) BREACH OF FIDUCIARY DUTY;
- (2) BREACH OF ORAL CONTRACT;
- (3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (4) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (5) DECLARATORY RELIEF;
- (6) CONSTRUCTIVE TRUST; AND
- (7) ACCOUNTING

1 **I. INTRODUCTION**

2 1. On January 31, 2018, just five days after what may be the group Fleetwood
3 Mac's final performance as a full band at the 2018 MusiCares ceremony, Plaintiff Lindsey
4 Buckingham was informed by his manager that, despite Buckingham's willingness to
5 perform, Fleetwood Mac (the "Band") would proceed with its upcoming and already
6 organized 2018-2019 concert tour without him. After 43 years of camaraderie and
7 friendship, not a single member of the Band called Buckingham to break the news to him.
8 In fact, not a single member of Fleetwood Mac has returned any of Buckingham's phone
9 calls to provide him with an explanation for his purported expulsion from Fleetwood Mac.
10 Buckingham was looking forward to the Band's tour and had even agreed to postpone the
11 release of his upcoming solo album to accommodate the touring schedule preferred by the
12 Band's other members, Defendants Michael "Mick" Fleetwood ("Fleetwood"), Christine
13 McVie ("Christine McVie"), John McVie ("John McVie"), and Stephanie "Stevie" Nicks
14 ("Nicks").

15 2. This action is necessary to enforce Buckingham's right to share in the
16 economic opportunities he is entitled to as a member of the partnership created to operate
17 the business of Fleetwood Mac ("Fleetwood Mac Partnership" or "Partnership").
18 Buckingham has had two tenures as a member of Fleetwood Mac. He joined Fleetwood
19 Mac in 1975 and voluntarily departed in 1987 following the Band's fifth consecutive
20 multi-platinum studio album. Buckingham's second tenure as a member of the Fleetwood
21 Mac Partnership began in 1997 and continues through the present. There has never been a
22 written band agreement among Christine McVie, John McVie, Buckingham, Fleetwood,
23 and Nicks (the "Partners"). During both of Buckingham's tenures with Fleetwood Mac,
24 the Band operated as a partnership in which each of the Partners had the right to veto any
25 major decision considered by the Partnership. During their respective tenures with the
26 Band, the Partners always shared equally in all economic opportunities undertaken by the
27 Partnership and owned equal shares of the entities formed to enter into specific agreements
28 on behalf of the Partnership.

1 3. Since Buckingham and Nicks joined the Band in 1975, no Partner has been
2 involuntarily dismissed from the Partnership. In fact, under the California's Uniform
3 Partnership Act of 1994 (the "Uniform Partnership Act"), absent a written partnership
4 agreement, no partner in Fleetwood Mac may be terminated from the Partnership without
5 cause.

6 4. In late 2017 and early 2018, Buckingham and the other Partners of
7 Fleetwood Mac began discussions about a Fleetwood Mac concert tour in 2018 and 2019.
8 Christine McVie, John McVie, Fleetwood, and Nicks wanted to start the tour in August of
9 2018. Buckingham initially requested that the start of the tour commence in November of
10 2018 to allow him to release and promote his new solo album. While Buckingham was
11 initially frustrated by the refusal of the other Partners to accommodate his request, by mid-
12 December of 2018 he had agreed to delay the release of his solo album for a year to permit
13 the Fleetwood Mac tour to commence in August, 2018, as the other Partners had requested.
14 At the insistence of Nicks, the Partners agreed that Fleetwood Mac would not perform
15 more than three nights a week during the tour. Although the slower pace meant the tour
16 would take longer and be less profitable than a more tightly scheduled tour, the Partners
17 agreed. Between December, 2017 and January, 2018, the Band's managers and agents
18 negotiated an agreement with concert promoter Live Nation to perform approximately 60
19 shows in North America - - with Buckingham - - with additional shows in Europe and
20 Australia to be added thereafter, as the Band had done in the past. During the same period,
21 in order to address Buckingham's concerns about only playing three shows a week,
22 Buckingham's manager and agent, at Buckingham's request, looked into the possibility of
23 Buckingham potentially playing solo shows, highlighting Buckingham's career outside of
24 Fleetwood Mac, at small theaters, on some of the off days between the Fleetwood Mac
25 performances.

26 5. The managers for the Partners discussed the possibility of announcing the
27 upcoming Fleetwood Mac tour during the Band's appearance at MusiCares on January 26,
28 2018, where Fleetwood Mac became the first group honored as the "Person of the Year."

1 In the days leading up to the event, Buckingham told his manager that he was willing to
2 announce the Fleetwood Mac tour, but first needed to get the permission of the other
3 Partners for his solo performances on the off days. Buckingham was told by his manager
4 that Nicks' manager had not yet told Nicks about Buckingham's possible solo shows or
5 asked for Nicks' approval for Buckingham's solo shows during the tour. Ultimately, no
6 announcements about the Fleetwood Mac tour or Buckingham's solo shows were made at
7 MusiCares.

8 6. On January 28th, two days following the MusiCares event, Buckingham was
9 told by his manager that the Fleetwood Mac tour was off. Over the next three days
10 Buckingham reached out to each of the other Partners, receiving only two cryptic written
11 responses. It would take three more days until Buckingham was finally informed that the
12 other Partners planned to tour without him. Less than a week after having shared a stage
13 together at MusiCares, the other members of Fleetwood Mac had suddenly cut
14 Buckingham off entirely.

15 7. In the weeks and months since late January, Buckingham repeatedly
16 expressed to the other Partners his willingness and desire to participate in the 2018-2019
17 Fleetwood Mac tour. After the other members of the Band refused his request for a
18 meeting or other conversation, Buckingham wrote to Fleetwood, with Christine McVie
19 copied, to appeal to Fleetwood's appreciation of Fleetwood Mac's legacy (full email
20 attached as Exhibit A):

21 "After forty-three years and the finish line clearly in sight, it's hard
22 to escape the conclusion that for the five of us to splinter apart now
would be the wrong thing.

23 Wrong for the beautiful legacy we've built together. Wrong for our
24 legions of loyal fans who would hate to see the final act be a breakup.
25 Wrong for ourselves, and all that that we've accomplished and shared
together."

26 Following his transmission of this email, Buckingham offered to fly to Maui to meet with
27 Nicks and Fleetwood. His offer was rebuffed by both.

28 8. While Buckingham was attempting to keep the Band together, the other

1 members secretly, and unceremoniously, moved on without him, including hiring contract
2 players to replace Buckingham's iconic vocals and guitar parts on the live performances of
3 the recordings Buckingham was instrumental in having created. As such, Buckingham
4 authorized his attorneys to protect his rights to the proceeds from the tour offer that had
5 been presented by Live Nation to the Partnership, an estimated \$12 million to \$14 million
6 for each of the Partners, including Buckingham. On information and belief, the other
7 Partners, by wrongfully excluding Buckingham, have sought to enrich themselves at
8 Buckingham's expense. Buckingham brings this lawsuit in order to assert his rights to the
9 usurped Fleetwood Mac Partnership opportunity.

10 **II. PARTIES, JURISDICTION AND VENUE**

11 9. Plaintiff Lindsey Buckingham ("Plaintiff" and "Buckingham") is an
12 individual who, during the relevant time period, resided in Los Angeles and Santa Rosa,
13 California.

14 10. Defendant Michael Fleetwood, aka Mick Fleetwood, is an individual who,
15 on information and belief, resides in Maui, Hawaii.

16 11. Defendant John McVie is an individual who, on information and belief,
17 resides in Los Angeles County, California.

18 12. Defendant Christine McVie is an individual who, on information and belief,
19 resides in London, England.

20 13. Defendant Stephanie Nicks, aka Stevie Nicks, is an individual who, on
21 information and belief, resides in Los Angeles, California.

22 14. Defendant The Fleetwood Mac Partnership is a partnership comprised of
23 Buckingham, Fleetwood, John McVie, Christine McVie and Stephanie Nicks, and which is
24 the owner of the Fleetwood Mac goodwill during the period of time Buckingham,
25 Fleetwood, John McVie, Christine McVie and Stephanie Nicks have been a member of
26 that Band, and which has its principal place of business in Los Angeles, California and
27 Maui, Hawaii.

28

1 15. From 1975 through 1987, and again from 1997 into 2018, Buckingham,
2 Fleetwood, John McVie, Christine McVie and Nicks were members of the group
3 Fleetwood Mac and equal members of the Fleetwood Mac Partnership. From 1998
4 through 2013 Christine McVie voluntarily left the group, only to return in 2014. During
5 the thirty-three (33) year tenure that Buckingham has been a member of Fleetwood Mac,
6 and the Fleetwood Mac Partnership, the Band has released six studio albums, at least two
7 live albums, a concert DVD, and at least three compilation, or "Greatest Hits," albums, in
8 addition to several large world tours, including tours in 1975-1976, 1977-1978, 1979-
9 1980, 1982, 1997, 2003-2004, 2009, 2013, and 2014-2015. The goodwill that Fleetwood
10 Mac enjoys, and which led to the 2018-2019 proposed Fleetwood Mac tour and
11 partnership opportunity, are inextricably linked with Buckingham's contribution to
12 Fleetwood Mac over a 33-year period as a songwriter, one of the Band's lead vocalists,
13 lead guitarist, and arranger and/or producer of the Band's recordings, in addition to his role
14 as the musical director of the Band's live performances.

15 16. Defendants Does 1 through 25, inclusive, are included in the Complaint
16 under fictitious names. The true names and capacities are unknown to Plaintiff, who will
17 amend this Complaint when their identities are ascertained. Plaintiff is informed and
18 believes and thereon alleges that each of the Defendants acted as the agent for each of the
19 other Defendants, and that each of the fictitiously named Defendants was and is
20 responsible in some manner for the occurrences alleged herein, and that Plaintiff's
21 damages as alleged herein were proximately caused by such Defendants.

22 17. Jurisdiction and venue are proper in this district because some of the
23 Defendants presently reside in Los Angeles County and each of the Defendants at various
24 times have resided in Los Angeles, California, where their respective managers are
25 located, and the location for which the group Fleetwood Mac conducts its business.

1 **III. STATEMENT OF FACTS**

2 **A. 1967 Through 1974: In the Beginning.**

3 18. Fleetwood Mac was formed in 1967 as a blues rock band by guitarist,
4 vocalist and songwriter Peter Green and drummer Mick Fleetwood, who had played
5 together in the British blues band John Mayall & the Bluesbreakers, along with guitarist
6 Jeromy Spencer and bassist Bob Brunning. Shortly thereafter, John McVie replaced Bob
7 Brunning on bass. Founding member Peter Green left Fleetwood Mac in 1970.

8 19. Between 1967 and 1974 Fleetwood Mac had an ever changing lineup of
9 members and released a series of albums of limited commercial success featuring a
10 rotating cast of ten separate musicians, including Christine McVie, who joined Fleetwood
11 Mac in 1970. Notably, not one of Fleetwood Mac's albums achieved Gold status in the
12 U.S. (i.e. the sale of 500,000 albums in the U.S.) during this time period.

13 **B. 1975 Through 1987: The Rise of Fleetwood Mac.**

14 20. In 1974, two of the then five members of Fleetwood Mac, Bob Welch, and
15 Bob Weston, left the Band, resulting in the cancellation of a tour that had been planned to
16 support the 1974 album, "Heroes Are Hard to Find," which had limited commercial
17 success. As 1975 approached it appeared that Fleetwood Mac, which had not yet secured a
18 commercial breakthrough despite its ever changing personnel, was on its last legs.

19 21. In the Fall of 1973, Buckingham and his then girlfriend, Stevie Nicks,
20 released the album "Buckingham/Nicks" on Polydor Records. In 1975, the producer of the
21 Buckingham/Nicks album, Keith Olsen, played certain of the Buckingham/Nicks
22 recordings for Mick Fleetwood, and thereafter introduced Fleetwood to Buckingham, who
23 asked Buckingham to become a full member of Fleetwood Mac along with Fleetwood,
24 John McVie and Christine McVie. Buckingham told Fleetwood that he would only join
25 the group if they would also add Nicks to the Fleetwood Mac lineup; Fleetwood agreed.

26 22. Buckingham's first stint with Fleetwood Mac ran from 1975 through 1987.
27 During Buckingham's first tenure with Fleetwood Mac, the Band enjoyed extraordinary
28 critical success, produced five multi-platinum studio albums, sold tens of millions of

1 albums, and became one of the most successful recording groups in the world. In 1998,
2 Fleetwood Mac was inducted into the Rock & Roll Hall of Fame due to the albums
3 Buckingham contributed to during his first tenure with the Band.

4 23. In 1975 the group, then featuring Mick Fleetwood, John McVie, Christine
5 McVie, Stevie Nicks, and Buckingham, released that lineup's first album, entitled
6 "Fleetwood Mac." This album proved to be Fleetwood Mac's breakthrough and became a
7 huge hit. "Fleetwood Mac" reached number one on the Billboard Album Chart in the
8 United States, spent 37 weeks in the top ten, sold over five million copies, and featured
9 huge hits such as "Say You Love Me," "Landslide," "Rhiannon," the Buckingham
10 authored "Monday Morning," and the Buckingham and Christine McVie authored song,
11 "World Turning." Following the release of "Fleetwood Mac," the Band embarked on a
12 large scale concert tour in 1975 and 1976.

13 24. In 1977, Fleetwood Mac released the album "Rumours." "Rumours" won a
14 Grammy Award for Album of the Year in 1977 and, according to the RIAA, sold an
15 extraordinary 40 million copies worldwide, making it one of the biggest selling albums of
16 all time. "Rumours" featured several hits and/or iconic songs, including the Buckingham
17 authored song "Go Your Own Way," which became the first or "lead" single off of
18 "Rumours," the song "Dreams," as well as the songs "Second Hand News," and "Never
19 Going Back Again," also authored by Buckingham, and the song "The Chain," in which all
20 five members received authorship credit, and which remains, along with "Go Your Own
21 Way," a concert staple for the Band to this day. The Band also embarked on a large
22 concert tour in 1977 and 1978 in support of "Rumours," playing to huge crowds in both
23 arenas and stadiums.

24 25. In 1979, Fleetwood Mac released the 20 track double album, "Tusk," which
25 was critically acclaimed and sold over four million copies worldwide. In 1979 and 1980,
26 the Band embarked on a large world concert tour in support of "Tusk," playing to large
27 crowds in North America, Europe, Japan and Australia.

28

1 26. In 1980, Fleetwood Mac released the double live album entitled "Live,"
2 which was certified gold by the RIAA.

3 27. In 1982, Fleetwood Mac released the album "Mirage." Four of the twelve
4 songs on Mirage were written or co-written by Buckingham. "Mirage" spent five weeks at
5 number one on the US Billboard Album Chart. In 1982, the Band also embarked on a
6 large scale concert tour in support of "Mirage."

7 28. In 1987, Fleetwood Mac released the album "Tango In The Night." "Tango
8 In The Night" spent more than seven months on Billboard's top twenty Album Chart.
9 Buckingham wrote or co-wrote seven of the twelve songs on "Tango In The Night,"
10 including the single "Big Love." In addition to his role as songwriter, vocalist and lead
11 guitarist of Fleetwood Mac, Buckingham is also credited as one of the two producers of
12 "Tango In The Night." While this was the first time Buckingham received a formal
13 producer credit on a Fleetwood Mac album, Buckingham was the Band's musical director
14 on all of Fleetwood Mac's albums dating back to 1975.

15 29. In 1988, Fleetwood Mac released the album "Greatest Hits," which is a
16 compilation album featuring recordings from the then five studio albums recorded by
17 Fleetwood Mac with Fleetwood, John McVie, Christine McVie, Nicks and Buckingham
18 from 1975 through 1987, and which sold over eight million units. Notably, "Greatest
19 Hits" did not include any recordings from the pre-Buckingham incarnations of the Band.

20 **C. 1988 Through 1996: The Departure of Buckingham.**

21 30. Buckingham voluntarily departed Fleetwood Mac in 1987 after the release of
22 "Tango In The Night" to pursue a solo career.

23 31. After Buckingham's departure from Fleetwood Mac in 1987 the Band's
24 fortunes and popularity declined precipitously.

25 32. In 1990, Mick Fleetwood, John McVie, Christine McVie and Stevie Nicks
26 added guitarists and vocalists Billy Burnett and Rick Vito to the Band, and released the
27 album "Behind The Mask." Unlike its predecessor, "Tango In the Night," "Behind The
28 Mask" was a critical and commercial disappointment, with the publication AllMusic

1 giving the album 1.5 out 5 stars, their lowest rating of any Fleetwood Mac album, and
2 calling Buckingham's departure "a severe blow" for the Band and saying that "the songs
3 are among the least inspired the Band ever recorded."

4 33. In 1993, then-presidential candidate Bill Clinton made Fleetwood Mac's
5 "Don't Stop," from the 1975 "Fleetwood Mac" album, his campaign theme song. At
6 President Clinton's request, the Fleetwood Mac lineup of Mick Fleetwood, John McVie,
7 Christine McVie, Stevie Nicks and Buckingham reunited for a one-night performance at
8 President Clinton's inauguration.

9 34. In 1995, Fleetwood Mac recorded the album "Time." By this time, Stevie
10 Nicks had also departed the Band, and Mick Fleetwood, John McVie, and Christine McVie
11 were joined by guitarists and vocalists Billy Burnett and Dave Mason and vocalist Bekka
12 Bramlett. "Time" was both a critical and commercial disappointment and failed to chart
13 on Billboard's Top 200 Album Chart. Thereafter, Christine McVie left the group. By
14 1994, Fleetwood Mac, which during Buckingham's tenure had headlined arenas and
15 stadiums, was relegated to the status of an opening act for Crosby Stills and Nash, and in
16 1995 was part of a package tour with two other artists.

17 **D. 1997 Through the Present: The Return of Buckingham.**

18 35. In 1997, the Fleetwood Mac lineup of Mick Fleetwood, John McVie,
19 Christine McVie, Stevie Nicks and Buckingham reformed and recorded the live album
20 "The Dance," which was released in 1997. In addition to his contributions as guitarist and
21 vocalist, Buckingham also co-produced "The Dance." "The Dance" was extremely
22 successful, selling five million units according to the RIAA, and brought Fleetwood Mac
23 back to the top of the U.S. album charts for the first time since Buckingham's initial
24 departure. The Band also launched a very successful concert tour in support of "The
25 Dance" in 1997. Both the album "The Dance," and the successful resulting tour that was
26 launched in support of the album, were responsible for relaunching Fleetwood Mac as a
27 superstar act and generated a whole new generation of fans.

28 36. In 1998, Fleetwood Mac was inducted into the Rock 'N Roll Hall of Fame.

1 37. In 2003, Fleetwood Mac, minus Christine McVie, who by that time had
2 voluntarily departed the Band, released the album "Say You Will." Nine of the eighteen
3 tracks on "Say You Will" were written or co-written by Buckingham, who was also
4 credited as one of the album's producers. "Say You Will" debuted at number three on the
5 Billboard Album Chart and was certified gold by the RIAA in July 2003. In 2003 and
6 2004, Fleetwood Mac, with Fleetwood, John McVie, Nicks and Buckingham, also
7 embarked on a large scale tour in support of "Say You Will."

8 38. Thereafter, Fleetwood Mac, with Fleetwood, John McVie, Buckingham and
9 Nicks, embarked on huge successful world tours in 2009 ("Unleashed" tour) and 2013
10 ("Fleetwood Mac Live" tour) through North America, Europe and Australia.

11 39. In 2014, Christine McVie rejoined Fleetwood Mac. In 2014 through 2015,
12 Fleetwood, John McVie, Christine McVie, Nicks and Buckingham embarked on the
13 hugely successful "On With The Show" tour, playing to sold-out audiences at arenas in
14 North America, Europe and Australia. The "On With The Show" tour grossed over \$200
15 million in ticket and merchandising revenue. At one point during the "On With The
16 Show" tour one of the Partners in Fleetwood Mac was diagnosed with a serious illness.
17 When another Partner proposed replacing the unwell Partner and continuing the tour,
18 Buckingham insisted that the Band postpone the remaining dates until the other Partner
19 could perform with the Band. This was consistent with Buckingham's history of taking
20 care of the other Partners in Fleetwood Mac during their times of need and standing up for
21 the legacy of Fleetwood Mac.

22 40. In 2017, Buckingham and Christine McVie recorded and released a duo
23 album, "Lindsey Buckingham/Christine McVie," which also featured Fleetwood and John
24 McVie on bass and drums on a few tracks. The album was originally intended to be a new
25 Fleetwood Mac album. After Nicks refused to participate, Buckingham and Christine
26 McVie decided not to record it as a Fleetwood Mac album out of respect for the legacy of
27 the Band.

28

1 41. On January 26, 2018, Fleetwood, John McVie, Christine McVie, Nicks and
2 Buckingham were honored as the prestigious MusiCares' "Person of the Year" at a
3 ceremony and concert that preceded the 2018 Grammy Awards, and which featured a
4 performance by the Band.

5 42. During the entire time Buckingham has been a member of Fleetwood Mac,
6 the Band has conducted itself as a partnership with each of the participating members
7 having veto rights over Band decision making and an equal share of the proceeds earned
8 by Fleetwood Mac. The only exception to the unanimous consent rule within the
9 Fleetwood Mac Partnership is that the writer(s) of the underlying musical composition of
10 each Fleetwood Mac master recording has the unilateral right to approve or reject licenses
11 to synchronize the Fleetwood Mac recordings embodying the applicable Partner's musical
12 composition with audiovisual works. While there has never been an overarching band
13 agreement detailing the various members' rights and obligations, the Fleetwood Mac
14 Partnership would customarily form corporations or limited liability companies, equally
15 owned by the members, to furnish their services as performers collectively as Fleetwood
16 Mac. In 2003, the Fleetwood Mac Partnership formed FM Touring 2003, Inc. and FM
17 Merchandise 2003, Inc., which were set up in connection with 2003's "Say You Will" tour
18 and also used for the "Unleashed" and "Fleetwood Mac Live" tours in 2009 and 2013. In
19 2014, the Fleetwood Mac Partnership formed Fleetwood Mac Touring 2014, LLC and
20 Fleetwood Mac Merchandise 2014, LLC, which were set up in connection with the most
21 recent Fleetwood Mac tour (i.e., the "On With The Show" tour).

22 **E. The 2018-2019 Tour and Buckingham's Expulsion from Fleetwood Mac.**

23 43. At the end of 2017, and continuing into 2018, the representatives of the
24 members of Fleetwood Mac began discussions with concert promoter Live Nation about
25 staging a large North American tour, the first leg of which would take place in 2018.
26 Buckingham anticipated the tour eventually adding overseas dates and additional North
27 Americans dates, which Fleetwood Mac had added to each of its prior tours dating back to
28 the reformation of the Band in 1997. Based on the tour that was then being contemplated,

1 which included Buckingham as a member of Fleetwood Mac, it was estimated that
2 Buckingham's one-fifth share of the expected tour proceeds from the 2018 dates alone
3 would total approximately \$12 to \$14 million, with additional money to be earned on the
4 Australian and European legs of the tour.

5 44. On December 11th, 2017, the Partners held a meeting in Los Angeles to
6 discuss the upcoming Fleetwood Mac tour. Several of the Partners wanted to begin
7 rehearsals for the tour in June of 2018 and begin the tour in August of 2018. Buckingham
8 had previously explained to the other Partners that he was planning on releasing a solo
9 album in April 2018 and planned to embark on a brief solo tour to promote his album.
10 Buckingham again requested that the Band begin rehearsals for the tour in September and
11 commence the tour in early November of 2018. The other Partners refused to make any
12 compromises to their preferred timeline for the tour and by December 15th, 2017,
13 Buckingham had agreed to the Fleetwood Mac tour schedule insisted upon by the other
14 Partners.

15 45. At the insistence of Nicks, the Partners agreed that the Band would not
16 perform more than three shows a week during the Fleetwood Mac tour. During December
17 2017 through early January 2018, Buckingham explored with his manager whether it
18 might be possible for him to perform solo concerts in smaller venues on some of the off
19 days from the Fleetwood Mac tour. What was contemplated, or at least what was being
20 discussed between Buckingham and his manager, would not have interfered with the
21 Fleetwood Mac tour or in any way impacted Buckingham's ability to perform with
22 Fleetwood Mac on the tour. Buckingham understood and acknowledged he would need
23 the approval of the other Partners before undertaking such a companion tour. Buckingham
24 made it clear, however, that he considered the Fleetwood Mac tour to be a priority to him
25 and that he would do whatever was necessary in order to participate in that tour.

26 46. At the time of the MusiCares ceremony and performance on January 26,
27 2018, Buckingham had been advised that dates for the Fleetwood Mac tour, which
28 Buckingham expected to be part of, had been selected by Live Nation. Despite

1 Buckingham approving the announcement of the Fleetwood Mac tour at MusiCares,
2 Buckingham was told that no announcement would be made.

3 47. At no point after December 15th, 2017 did Buckingham deliver any
4 conditions or ultimatums to the other Partners concerning his participation in the
5 Fleetwood Mac tour, nor did Buckingham authorize anyone to deliver any conditions or
6 ultimatums to the other Partners (or their representatives) on his behalf. Likewise, at no
7 point did any of the other Partners deliver any conditions or ultimatums to Buckingham
8 concerning the Fleetwood Mac tour, including with respect to Buckingham's potential solo
9 tour or the announcement of the Fleetwood Mac tour at MusiCares. Under the Uniform
10 Partnership Act, the other Partners did not have cause to disassociate Buckingham from the
11 Fleetwood Mac Partnership. Buckingham remains a partner of the Fleetwood Mac
12 Partnership until such time as the Fleetwood Mac Partnership has been dissolved in
13 accordance with the Uniform Partnership Act.

14 48. On January 28, 2018, just two days after Fleetwood Mac had performed at
15 MusiCares, Buckingham was advised by his manager that the Fleetwood Mac tour was off.
16 At the time, no explanation was given to Buckingham for the decision. Buckingham was
17 blindsided by this turn of events, initially believing that Nicks had decided not to tour with
18 the rest of the Band and that this was the reason the tour had been cancelled. Buckingham
19 immediately contacted Fleetwood, Christine McVie, and John McVie seeking an
20 explanation and expressing a willingness to carry on the tour. Buckingham received only a
21 cryptic response from Fleetwood explaining that he needed some time to reflect. It was
22 not until January 31, 2018 that Buckingham finally asked his manager if the Band was
23 attempting to expel him from Fleetwood Mac. Hours later, Buckingham's manager
24 confirmed that the Band planned on moving forward with the Fleetwood Mac tour without
25 him.

26 49. Over the next several weeks, Buckingham made repeated attempts to contact
27 Nicks, Fleetwood, John McVie, and Christine McVie, to no avail, in an attempt to
28 reconcile with the Band. On February 27, 2018, Buckingham reached out to Mick

1 Fleetwood via email. Buckingham explained to Fleetwood that he had tried without
2 success to reach both Fleetwood and Stevie Nicks, neither of whom would take
3 Buckingham's calls. He also explained to Fleetwood in this email that he had reached out
4 to John McVie via email, who responded that he had been instructed not to speak to
5 Buckingham. In his February 27, 2018 email to Fleetwood, Buckingham reiterated his
6 desire to be part of the 2018–2019 Fleetwood Mac tour.

7 50. Fleetwood never responded to Buckingham's email and none of the members
8 of Fleetwood Mac ever returned Buckingham's calls.

9 51. On or about April 9, 2018, Fleetwood Mac announced its plans to launch a
10 new tour and that it had hired two contract players, guitarist Mike Campbell and vocalist
11 Neil Finn, to replace Buckingham on the 2018–2019 tour. In a cruel final twist, having
12 falsely claimed that Buckingham's request to delay the start of the tour from August until
13 November was the reason for his expulsion, the Band announced that it would delay the
14 start of the Fleetwood Mac tour until October to accommodate the addition of
15 Buckingham's replacements.

16 52. Thereafter, Buckingham attempted without success to negotiate with the
17 other members of Fleetwood Mac regarding the compensation he was owed for his having
18 been excluded from the 2018–2019 tour and the other four members' usurpation of
19 Buckingham's pro rata share of a partnership opportunity.

20 53. According to an interview Fleetwood gave on CBS "This Morning" on April
21 25, 2018, as of January 26th the Band had not yet decided tour without Buckingham.
22 Fleetwood stated that the decision to attempt to expel Buckingham occurred "after we
23 were in New York at the MusiCares event." During the April 25, 2018 interview with
24 CBS "This Morning," Nicks falsely claimed that: "This team wanted to get out on the
25 road and one of the members did not want to get out on the road for a year." Fleetwood
26 supported the same explanation. Both statements are untrue, and Nicks, Fleetwood,
27 Christine McVie, and John McVie all knew that the explanation, or cover story, which
28 they gave for Buckingham's departure, was false and misleading. Buckingham had

1 rescinded his initial request to delay the Fleetwood Mac tour six weeks prior to MusiCares,
2 and Buckingham's manager had been spearheading the negotiations for a Fleetwood Mac
3 tour beginning in August, 2018 in close coordination with the separate managers
4 representing Fleetwood, Christine McVie, John McVie, and Nicks.

5 54. The Fleetwood Mac that existed on the eve of Buckingham and Nicks'
6 arrival in 1975 was a band that had not achieved meaningful commercial success. Had
7 Fleetwood Mac disbanded at that time, Fleetwood, Christine McVie, and John McVie
8 would have no ability to profitably tour in 2018 as Fleetwood Mac. Buckingham's first
9 tenure with Fleetwood Mac helped the Band become one of the most successful bands in
10 the history of rock in roll. Following Buckingham's 1987 departure from Fleetwood Mac,
11 the Band lost a significant amount of the goodwill it had built between 1975 and 1987,
12 falling from a stadium headliner to an opening act or band that played substantially smaller
13 venues. After Buckingham, Christine McVie, and Nicks returned to Fleetwood Mac in
14 1997, Buckingham spent the next 21 years reestablishing the Fleetwood Mac Partnership's
15 goodwill and expanding that Band's goodwill to two new generations of fans. The
16 Fleetwood Mac Partnership's ability to attract offers to tour for hundreds of millions of
17 dollars is the direct result of the goodwill established during Buckingham's two tenures
18 with the Band and Buckingham's significant contributions to Fleetwood Mac. The other
19 Partners had no right to deprive Buckingham of his share of goodwill owned by the
20 Fleetwood Mac Partnership.

21 FIRST CAUSE OF ACTION

22 (For Breach of Fiduciary Duty Against All Defendants)

23 55. Buckingham repeats and re-alleges each and every allegation set forth in
24 paragraphs 1 through 54 of this complaint and by reference incorporates the same herein.

25 56. For decades, Buckingham, Fleetwood, John McVie, Christine McVie, and
26 Nicks have associated together as Fleetwood Mac to engage in the business of, among
27 other things, recording and selling sound recordings, and performing their music for
28 audiences around the world, making them partners in the Fleetwood Mac Partnership.

1 Most recently, beginning in 2017, the members of the Fleetwood Mac Partnership and
2 their representatives were in discussions with Live Nation for the organization of a world
3 tour, whereby Buckingham, Fleetwood, John McVie, Christine McVie, and Nicks would
4 all be participating and performing together as Fleetwood Mac. As partners in the
5 Fleetwood Mac Partnership, each of the partners are obligated as fiduciaries to act with the
6 highest duty of good faith towards the other partners and owes the other partners the duty
7 of loyalty and care.

8 57. Fleetwood, John McVie, Christine McVie, and Nicks have breached their
9 fiduciary obligations to Buckingham by purporting to expel him from Fleetwood Mac,
10 preventing him from participating in the planned Live Nation 2018-2019 tour, and the
11 expected proceeds therefrom, amounting to an appropriation of a partnership opportunity
12 of which Buckingham, Fleetwood, John McVie, Christine McVie, and Nicks are entitled to
13 share in equally.

14 58. As a direct and proximate consequence of Fleetwood, John McVie, Christine
15 McVie, and Nicks' wrongful conduct in excluding Buckingham from the partnership
16 opportunity, he has been damaged in the amount of his pro rata share of the expected tour
17 proceeds from the 2018-2019 Fleetwood Mac tour, including sponsorship merchandising
18 and VIP ticketing income, well in excess of the jurisdictional minimum and which shall be
19 determined according to proof at trial.

20 SECOND CAUSE OF ACTION

21 (Breach of Oral Contract Against All Defendants)

22 59. Buckingham repeats and realleges each and every allegation set forth in
23 paragraphs 1 through 54 of this Complaint and by reference incorporates the same herein.

24 60. During the entire period of time in which Buckingham was a member of
25 Fleetwood Mac, Buckingham and the other members, Fleetwood, John McVie, Christine
26 McVie and Nicks, orally agreed to conduct themselves as partners and to share equally the
27 proceeds from the sale of Fleetwood Mac recordings bearing their performances as well as
28 the Fleetwood Mac concert tours that each Band member participated in. Moreover, the

1 Partners agreed that all Band decisions involving the recordings and tours they jointly
2 participated in were subject to the approval of each of the members, such that each of the
3 then participating members of the Band had a veto right over Band decisions. Thus, as
4 part of this oral agreement, none of the five (5) members of the Fleetwood Mac Partnership
5 could be expelled or excluded from Partnership activities, including the contemplated
6 2018-2019 Fleetwood Mac tour, without the unanimous consent of each Band member.
7 Additionally, the Uniform Partnership Act does not permit partners in partnerships
8 governed by the Uniform Partnership Act to be involuntarily disassociated from a
9 partnership, except with respect to the causes enumerated in the Uniform Partnership Act.
10 Buckingham did not commit any act or omission that would permit him to be terminated
11 for cause.

12 61. Fleetwood, John McVie, Christine McVie and Nicks have breached their
13 agreement with Buckingham by excluding him from the 2018-2019 Fleetwood Mac tour
14 and by failing and refusing to pay to Buckingham his pro rata share of this partnership
15 opportunity.

16 62. As a result of the foregoing, Buckingham has been damaged in an amount
17 according to proof.

18 THIRD CAUSE OF ACTION

19 (For Breach of Implied Covenant of Good Faith and Fair Dealing Against All Defendants)

20 63. Buckingham repeats and re-alleges each and every allegation set forth in
21 paragraphs 1 through 54 of this complaint and by reference incorporates the same herein.

22 64. As partners in the Fleetwood Mac Partnership, Fleetwood, John McVie,
23 Christine McVie, and Nicks are trustees of the other partners, including Buckingham, and
24 are obligated to act with the highest good faith towards one another. Because of this
25 relationship, Fleetwood, John McVie, Christine McVie, and Nicks are prohibited from
26 taking advantage of a partnership opportunity to the exclusion of any other partner,
27 including Buckingham.
28

1 Nation and the prospective economic benefit he was to receive as a result of his
2 participation in the tour.

3 71. Defendants have also acted wrongfully by utilizing the goodwill accorded to
4 Fleetwood Mac by nature of Buckingham's participation in the planned 2018-2019
5 Fleetwood Mac tour to begin discussions with Live Nation for the planning and
6 organization of the tour, only to later exclude Buckingham from participating in that
7 economic opportunity.

8 72. Buckingham's expulsion from Fleetwood Mac has directly and proximately
9 caused economic harm to Buckingham as he is no longer being allowed to perform with
10 Fleetwood Mac during the tour and will therefore not be participating in the expected
11 proceeds from the tour. Such harm is in an amount subject to proof at trial.

12 FIFTH CAUSE OF ACTION

13 (For Declaratory Relief Against All Defendants)

14 73. Buckingham repeats and re-alleges each and every allegation set forth in
15 paragraphs 1 through 72 of this complaint and by reference incorporates the same herein.

16 74. During Buckingham's tenure in Fleetwood Mac, Buckingham, Fleetwood,
17 John McVie, Christine McVie, and Nicks were and are parties to an oral contract
18 formulating the Fleetwood Mac Partnership. As a term of this partnership contract, the
19 parties had agreed to participate equally in the proceeds that would be generated by the
20 2018-2019 Fleetwood Mac tour then being discussed with Live Nation.

21 75. While Buckingham was and remains ready, willing and able to perform his
22 duties and obligations under that partnership contract by performing with Fleetwood Mac
23 and otherwise participating in the 2018-2019 tour, Defendants have unequivocally stated
24 that Buckingham will not be allowed to perform with Fleetwood Mac on the tour and
25 therefore would not be entitled to his pro rata share of the expected proceeds from the tour.
26 Buckingham contends that, because he is being involuntarily excluded from participation
27 in the 2018-2019 Fleetwood Mac tour but otherwise remains ready, willing and able to
28

1 perform with the band as had been contemplated during the early and continuing planning
2 for the tour, he remains entitled to his pro rata share of expected proceeds from the tour.

3 76. An actual controversy has therefore arisen and now exists between
4 Buckingham and Defendants concerning Buckingham's right to participate equally in the
5 proceeds from the 2018-2019 Fleetwood Mac tour. Buckingham therefore desires a
6 judicial declaration of the respective rights and duties of the parties, and each of them,
7 including a judicial determination that Buckingham, Fleetwood, John McVie, Christine
8 McVie, and Nicks had entered into an agreement to participate equally in the proceeds of
9 the 2018-2019 Fleetwood Mac tour then being planned to feature the musical
10 performances of each of those parties collectively as Fleetwood Mac, and that Buckingham
11 is therefore entitled to participate in the proceeds generated by the tour.

12 77. Alternatively, Buckingham contends that an oral contract existed between
13 him and Live Nation such that Buckingham would render his services by performing with
14 Fleetwood Mac during the planned 2018-2019 Fleetwood Mac tour in exchange for a
15 twenty percent share of the proceeds that would be payable to the band as a whole. This
16 contract was formed over the course of numerous high-level discussions between
17 Buckingham, his representatives, and Live Nation, such that it was agreed he would be
18 featured in the lineup of Fleetwood Mac, tour dates had been planned, and financial details
19 had been communicated to Buckingham regarding his expected compensation for
20 participation in the tour.

21 78. Despite being ready, willing and able to perform his duties and obligations
22 under the oral contract with Live Nation, Defendants have unequivocally stated that
23 Buckingham will not be allowed to perform with Fleetwood Mac on the tour and that he is
24 not entitled to any compensation or proceeds from the tour.

25 79. An actual controversy has therefore arisen and now exists between
26 Buckingham and Defendants. Buckingham therefore desires a judicial declaration of the
27 respective rights and duties of the parties, and each of them, including a judicial
28 determination that, pursuant to the terms of the oral contract formulated between

1 Buckingham and Live Nation, under which Buckingham would provide his musical
2 performance services to Fleetwood Mac for the planned 2018-2019 tour in exchange for a
3 twenty percent share of the proceeds that would become payable to Fleetwood Mac as a
4 whole, Buckingham is entitled to his share of the proceeds as he is ready, willing and able
5 to perform under the contract but is being restricted from doing so by Defendants.

6 80. In addition, an actual controversy has arisen between Buckingham and
7 Defendants in that Buckingham contends that he is a one-fifth owner of the Fleetwood
8 Mac Partnership and the goodwill associated therewith, and therefore is entitled to a one-
9 fifth share of all proceeds earned from the exploitation of the goodwill of the Fleetwood
10 Mac Partnership, including subsequent tours and merchandising opportunities, as well as
11 Buckingham being entitled, on a going forward basis, to the same approval rights and
12 consents over the exploitation of the Fleetwood Mac Partnership assets and goodwill as he
13 has enjoyed during his entire tenure with the Band.

14 SIXTH CAUSE OF ACTION

15 (For Constructive Trust Against All Defendants)

16 81. Buckingham repeats and re-alleges each and every allegation set forth in
17 paragraphs 1 through 80 of this complaint and by reference incorporates the same herein.

18 82. Buckingham is informed and believes, and thereon alleges, that, since the
19 expulsion of Buckingham from Fleetwood Mac, Defendants have entered into contracts
20 with Live Nation for the 2018-2019 Fleetwood Mac tour and that the Defendants thereby
21 have obtained an interest in the proceeds of the tour. Buckingham is further informed and
22 believes that Defendants have acquired this interest, to the exclusion of Buckingham,
23 through the wrongful appropriation of a partnership opportunity belonging to the
24 Fleetwood Mac Partnership, of which Buckingham is a partner, and that such interest and
25 the tour proceeds that will become payable therefrom are partnership property to be held in
26 trust by the partnership and its partners.

27 83. Therefore, a constructive trust should be imposed upon all interests.
28 proceeds, and monies payable pursuant to any agreement between the remaining members

1 of Fleetwood Mac and Live Nation relating to the 2018-2019 Fleetwood Mac tour.

2 **SEVENTH CAUSE OF ACTION**

3 (For Accounting Against All Defendants)

4 84. Buckingham repeats and re-alleges each and every allegation set forth in
5 paragraphs 1 through 83 of this complaint and by reference incorporates the same herein.

6 85. As set forth above, Defendants have a fiduciary relationship with
7 Buckingham as partners in the Fleetwood Mac Partnership and such relationship provides
8 for an accounting in equity.

9 86. An unknown balance is due to Buckingham as a result of Defendants
10 appropriation of the 2018-2019 Fleetwood Mac tour partnership opportunity, and as such
11 Buckingham is entitled to an accounting of the value of any and all interests, proceeds, or
12 other monies derived from that partnership opportunity.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Buckingham prays for judgment against Defendants as follows:

- 15 1. For compensatory damages according to proof;
- 16 2. For a constructive trust over any and all interests, proceeds, or other
17 monies wrongfully appropriated by Defendants in violation of their fiduciary duties as
18 partners in the Fleetwood Mac Partnership;
- 19 3. For an accounting;
- 20 4. For a judicial declaration of the parties' rights and duties as set forth above;
- 21 5. For reasonable attorneys' fees and costs of suit incurred herein;
- 22 6. For interest on all damages at the rate of 10% per annum; and
- 23 7. For such other and further relief as the Court may deem just and proper.

24 Dated: October 8, 2018

LOEB & LOEB LLP
BARRY E. MALLEN

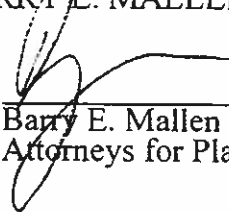
25
26 By: 
27 Barry E. Mallen
28 Attorneys for Plaintiff

Exhibit A

From: Lindsey [REDACTED]

Date: Feb 28, 2018 at 1:11:28 PM

To: [REDACTED], [REDACTED],
[REDACTED],
[REDACTED]

Hi Mick,

In the month since MusiCares, I've tried to speak to both you and Stevie, to no avail. I've only gotten radio silence this whole time. (I haven't tried Chris as I thought she might be feeling a bit fragile). I even emailed John, who responded that he couldn't have contact with me.

In times past, the band has always relied on its center, its heart and soul to work through difficulties when they arose. But now, those around the edges - attorneys, management - have stepped in and rendered that center silent and impotent.

Because of this, the only info and insights I've been able to get about things have come from those on the edges. And consequently, I wonder if there hasn't been an undue amount of intrigue and misinformation

thrown into the mix.

All of this breaks my heart.

Fleetwood Mac is one of the most important and influential rock groups of all time. We've inspired three generations of listeners, we've influenced countless other artists, young and old.

And after forty three years together, we're still here.

Indeed, if there's one aspect of Fleetwood Mac's identity that people relate to and admire most beyond the music, it is this: that somehow we've always been able to rise above our personal difficulties in order to fulfill our destiny, to pursue and articulate the higher truth.

We are all caretakers of the beautiful legacy we've built together. And that legacy needs to be protected.

Considering all we've shared for so long, and with the journey

so near being completed, is there not a way we can reclaim that center, that heart and soul, and work this through?

After forty three years and the finish line clearly in sight, it's hard to escape the conclusion that for the five of us to splinter apart now would be the wrong thing.

Wrong for the beautiful legacy we've built together.

Wrong for our legions of loyal fans who would hate to see the final act be a breakup.

Wrong for ourselves, and all that we've accomplished and shared together.

At the moment, the band's heart and soul has been diminished. But our center, which had seen us through so much, is only laying dormant.

At the end of the day, legality will be reduced to being virtually meaningless, and humanity will

count for almost everything.
If there is a way to work this
through, I believe we must try.
I love you all no matter what.
Lindsey

Sent from my iPhone