



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SHEILA SLAUGHTER RICHEY,
in her individual capacity and in her
capacity as Executrix of the Estate
of George Richey, deceased, and
TATUM KEYS RICHEY, in her
individual capacity,

Plaintiffs,

v.

SHOWTIME NETWORKS INC.,
a Delaware corporation,

Defendant.

C.A. No. _____

VERIFIED COMPLAINT

COME NOW Plaintiffs Sheila Slaughter Richey (“Sheila”), in her individual capacity and in her capacity as Executrix of the Estate of George Richey, deceased, and Tatum Keys Richey (“Tatum”), by and through undersigned counsel, and for their Verified Complaint against Defendant Showtime Networks Inc. (“Showtime”) state as follows:

NATURE OF THE ACTION

1. This is an action for unjust enrichment and tortious interference with contract arising from the television limited series known as “George & Tammy” (the “Series”). The Series is a six-episode Showtime original series

that premiered on or about December 4, 2022. The Series was the most-watched premiere in Showtime history.

2. The opening credits for all six episodes of the Series states that its story is based on a 2011 book authored by Georgette Jones (a/k/a Tamala Georgette Lennon) (hereinafter “Georgette”) titled, “The Three of Us: Growing Up with Tammy and George” (the “Book”).

3. Georgette is the only biological child of the late country music icons George Jones (“Jones”) and Tammy Wynette (“Wynette”). Georgette is Wynette’s fourth child. Georgette is sometimes referred to as “Country Music’s First Princess,” as her parents Jones and Wynette were often referred to as the “President and First Lady” of country music.

4. In 2015, Georgette was a defendant in civil litigation captioned *Sheila Slaughter Richey v. Tamala Georgette Lennon & Jackie Fay Daly, et al.*, Madison County, Texas, Cause No. 15-14136-012-02 (the “Prior Litigation”). The Prior Litigation in part sought redress for a disparaging narrative Georgette published about the late prolific songwriter and producer George Richey (“Richey”).

5. The Prior Litigation settled in 2019. As part of the settlement, on or about June 19, 2019, Georgette and another one of Wynette’s children from a prior marriage, Jackie Daly (“Jackie”), executed a “Non-Disparagement

Agreement” (the “Agreement”). Under the Agreement, Georgette and Jackie were obligated “not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices or conduct of Sheila Slaughter Richey, Tatum Keys Richey and/or (the deceased) George Richey, in perpetuity.” A true and correct copy of the Agreement is attached hereto and incorporated by reference as *Exhibit 1*.

6. In the opening credits of all six episodes of the Series, Georgette is credited as a “Consulting Producer” for the Series. Georgette was engaged by Showtime as either an employee or a contractor. Indeed, Georgette is repeatedly referenced in numerous off-screen interviews with the Series’ writers, producers, and cast members regarding the Series. Georgette was an “open book” for the writers and producers of the Series.

7. Georgette and Jackie made and offered statements, contributions, and encouragement to the producers, writers, and actors of the Series. Georgette consented to or contractually sold book rights to the Book as a basis for the Series. For those reasons, the Series conveys a negative and disparaging depiction of Richey. In fact, show creator and showrunner Abe Sylvia (“Sylvia”) stated that Richey is “the villain” of the Series. As the “villain,” the narrative surrounding Richey is a driving force behind the drama

of the Series.

8. In summary, the Series depicts Richey as a devious husband who abused Wynette and Richey's prior wife, facilitated and encouraged Wynette's addiction to prescription painkillers, and engaged in financial and managerial manipulation of Wynette.

9. Showtime, and its related corporate entities, knew or should have known of Georgette's contractual commitment not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices or conduct" of the plaintiffs or of George Richey. The defendant knew of Georgette's Agreement, knew of and encouraged her violation of that Agreement, and knowingly used the fruits of Georgette's violation of that Agreement before and while promoting and broadcasting the Series.

10. Lest there be any doubt, the Defendant and its related corporate entities were specifically told, in a written letter delivered prior to the broadcast of the Series, that the Series was based on and featured disparaging information that was the ill-gotten product of Georgette's violation of the Agreement. Nonetheless, Showtime chose to broadcast the Series anyway.

PARTIES, JURISDICTION & VENUE

11. Plaintiff Sheila is a natural person residing in the State of Texas. Sheila is the Executrix of the Estate of George Richey and brings this action both in her individual capacity and in her capacity as Executrix.

12. Plaintiff Tatum is a natural person residing in the State of Texas. Tatum brings this action in her individual capacity.

13. Defendant Showtime Networks, Inc. is a for-profit corporation organized under the laws of the State of Delaware with its principal place of business in the State of New York. Showtime Networks, Inc. is a subsidiary of media conglomerate Paramount Global under its networks division. “SHOWTIME” is a registered trademark of Showtime Networks, Inc. Defendant Showtime may be served by delivering a copy of the summons and complaint to its registered agent for service, United States Corporation Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

14. Showtime’s website states, “Showtime Networks Inc. (SNI), a wholly owned subsidiary of Paramount, owns and operates the premium service SHOWTIME®, which features critically acclaimed original series, provocative documentaries, box-office hit films, comedy and music specials and hard-hitting sports. SHOWTIME is available as a stand-alone streaming service across all major streaming devices and Showtime.com, as well as via

cable, DBS, telco and streaming video providers. SNI also operates the premium services THE MOVIE CHANNEL™ and FLIX®, as well as on demand versions of all three brands. SNI markets and distributes sports and entertainment events for exhibition to subscribers on a pay-per-view basis through SHOWTIME PPV®. For more information, go to www.SHO.com.”

15. This Court has subject matter jurisdiction over this case because this action states causes of action for an injunction and for unjust enrichment, the latter for which no adequate remedy is available at law. Under the so-called “clean-up doctrine,” this Court has “the discretion to exercise subject matter jurisdiction over a claim at law if the plaintiff has stated a *bona fide* claim over which Chancery has original subject matter jurisdiction. *Id.* (internal citations omitted).

FACTUAL BACKGROUND

16. Richey, deceased, was married to Wynette from 1978 until Wynette’s death on April 6, 1998. Having worked with music stars such as George Jones, Ringo Starr, Kenny Rogers, Elton John, Faith Hill, and Roy Rogers, Richey was a legendary songwriter and producer. After marrying Wynette, Richey sidelined his own career so that he could focus his time and efforts as Wynette’s manager. Richey acted in this capacity for the duration of his marriage to Wynette.

17. Prior to Wynette's death, Sheila (at the time Sheila Slaughter) met Wynette in 1993 while producing a program called "Backstage with Tanya Tucker" for the Nashville Network about the life of Tanya Tucker. Eventually, Sheila and Wynette became friends. When Wynette died in 1998, her memorial service became one of the biggest events in country music history. In the years that followed, Georgette made statements about Richey that accused him of criminal and unethical behavior in connection with his marriage to Wynette, her death, and his treatment of Wynette's children. Many of those accusations were published in Georgette's Book, upon which the Series is based.

18. Three years after Wynette's death, Richey and Sheila married in 2001. In September of that year, they welcomed their only child, Tatum. The three eventually moved to Texas, and they enjoyed years together as a happy family until Richey passed away on July 31, 2010.

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THE PRIOR LITIGATION AND THE AGREEMENT

19. On or about September 4, 2015, Sheila filed a lawsuit against Georgette and other parties arising from false accusations made against Richey and his surviving family members, among other things. That lawsuit and the resulting settlement are referred to herein as the "Prior Litigation."

20. On or about June 19, 2019, as part of the settlement of the Prior

Litigation, Georgette and another one of Wynette's children from a prior marriage, Jackie, executed a "Non-Disparagement Agreement" for the benefit of Sheila, Richey, and their daughter Tatum. The Non-Disparagement Agreement is referred to herein as the "Agreement."

21. Paragraph 1 of the Agreement, titled "Statements," provides:

The Parties ("Tamala Georgette Lennon and Jackie Faye Daly") agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices or conduct of Sheila Slaughter Richey, Tatum Keys Richey and/or (the deceased) George Richey, in perpetuity.

A true and correct copy of the Agreement is attached hereto as *Exhibit 1*. The Agreement is enforceable against Georgette and Jackie.

22. On several occasions following the release of the Series, Georgette acknowledged the existence of the Agreement and publicly articulated, albeit incorrectly, her obligations thereunder.

23. For example, in a public interview with reporter Harvey Brownstone ("Brownstone") after the premiere of the Series, Georgette stated that her obligation under the Agreement to refrain from disparaging Richey is only an obligation to refrain from saying "anything new." Albeit inaccurate in describing her obligations, Georgette's public acknowledgement of her obligation suffices to impute knowledge or constructive knowledge to

Showtime.

24. Georgette publicly encouraged others, in violation of the Agreement, to read the disparaging comments about Richey in her Book as well as disparaging comments about Richey published by Jackie and others. This encouragement violated her Agreement to refrain from encouraging others to make disparaging statements about Richey.

25. For example, in the Brownstone interview, the following exchange occurred:

BROWNSTONE: Now, although your father got really lucky when he married his wife Nancy, who was a saint and the ultimate caregiver, your mom ended up with George Richey, who comes across in your book as a manipulative, abusive, controlling conartist who exploited your mother in every possible way, especially financially. Do you think he was also responsible for your mom's dependency on prescription medication?

GEORGETTE: I would really love to answer that question, but to be honest, his wife after my mother, there were some issues and disagreements. We had to sign an agreement all of us together to say that we will not discuss each other any further, so, for my own sake, legally, I'm not allowed to really discuss anything about Richey or his wife after mom, Sheila. So, I'm sorry for that.

BROWNSTONE: I think all of our viewers should read your book and make their own conclusions because I think you've said what you have to say anyway.

GEORGETTE: I appreciate that very much. Like I said, I can't say anything new, but there are certainly plenty of things documented in my sister's book and you know, and mine and there's plenty of other people who would tell you whatever you

want to know, I just can't do it, unfortunately.

BROWNSTONE: Well, let me ask you this, Georgette, if you feel comfortable answering it. Looking back at how George Richey treated your mom, do you wish that you and your sisters confronted them both and rescued her from that controlling relationship?

GEORGETTE: There were moments where, certainly, all of us at different times had our concerns and mentioned things to our mom, but like I said, I wish so much that I could get into detail or say more, but I can't, I'll simply end up back in court and that's something we definitely don't want to do.

Georgette's description of the Agreement is inaccurate and inconsistent with the language of the Agreement.

26. In an interview with "The HodgePodge Podcast," on or about January 13, 2023, Georgette was interviewed and asked a question regarding the implication that Richey caused the destruction of Wynette's Last Will and Testament:

HODGE: I do want to get personal on one little thing. [At the end of the Series] it mentioned that when your mother had written her Will, that her husband at the time, like that Will was never seen. How did that play out? If you feel comfortable answering. Because I'm very curious myself.

GEORGETTE: I, in fact, would love to be able to have this conversation and tell you all the details. However, legally speaking, because of an agreement that was made a few years ago, I'm not allowed to discuss George Richey or his family after my mom. So, I apologize for not being able to answer. However, my sister and I both have a book out, and there's lots of information in there. I'm just not allowed to discuss it anymore.

27. Georgette and Jackie's involvement with and encouragement of

the Series constitutes a material violation of the Agreement. In their work with Showtime, Georgette and Jackie have repeatedly made statements, and encouraged others, namely Showtime, to make statements, that defame, disparage, and criticize the personal and business practices of Richey. At all times relevant to this matter, both prior to and after its broadcast of the Series, and certainly now as the Series remains available online, Showtime was aware of and had knowledge that the statements and information that formed the crux of its Series were disclosed and obtained as a result of a violation of the Agreement.

28. All of the statements that were made that resulted from a violation of the Agreement constitute information that belonged to the Plaintiffs by virtue of the Agreement. Showtime's use of this ill-gotten information for its profit constitutes unjust enrichment.

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THE SERIES

29. The Series, titled "George & Tammy," is an American biographical drama television miniseries that premiered on or about December 4, 2022. The Series premiered and is available for streaming and viewing on Showtime, Paramount Plus (a/k/a "Paramount+"), and Country Music Television ("CMT"), all of which are assets owned and controlled by the media conglomerate Paramount Global.

30. The Series was created and published by Showtime. The Series is marketed as a “Showtime Original” and remains available for streaming on Paramount Plus, “[t]he streaming home of Showtime.” The Series was the most-watched premiere in Showtime history. The opening credits of each of the six episodes of the Series states, “Showtime Presents”:



31. The Series stars Jessica Chastain (“Chastain”) as Wynette, Michael Shannon (“Shannon”) as Jones, and Steve Zahn (“Zahn”) as Richey. The “showrunner” of the Series is Abe Sylvia (“Sylvia”). Chastain was also an Executive Producer of the Series and was heavily involved in its production.

32. The Series, like the Book, attempts to chronicle the tumultuous relationship between Jones and Wynette. As well, it attempts to chronicle Wynette’s divorce from Jones and her subsequent marriage to Richey.

33. Repeatedly, Georgette and Showtime have marketed the Series as “accurate”; an “honest portrayal”; and “the real story” of Wynette, Jones,

and Richey. In a statement to Billboard, Georgette stated: “Jessica [Chastain] has really been our champion for this entire process ... I’m so thankful that she not only signed on, but stuck with it. And there were times where different people at different times, before we got to where we were in the end, were trying to suggest things and wanted it to go in a different direction. And Jessica and [show creator] Abe [Sylvia] and [Executive Producer] Andrew [Lazar] all really pushed for an honest portrayal, not just some of the glamorous things on the road. And it meant a lot to me that she pushed for that. She wanted us to have an accurate and real story of my mom and my dad.”¹

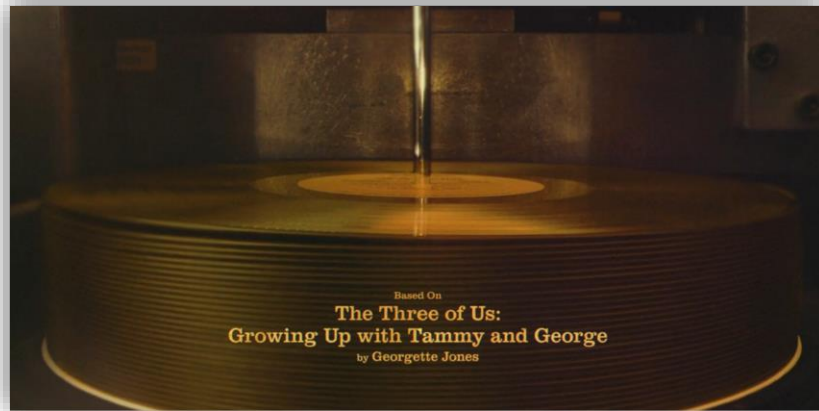
34. The Series is comprised of six episodes. Episode 1, titled “The Race is On,” premiered on or about December 4, 2022 (the “First Episode”). Episode 2 titled, “Stand By Your Man,” premiered on or about December 11, 2022 (the “Second Episode”). Episode 3 titled, “We’re Gonna Hold On,” premiered on or about December 18, 2022 (the “Third Episode”). Episode 4 titled, “The Grand Tour,” premiered on or about December 25, 2022 (the “Fourth Episode”). Episode 5 titled, “Two Story House,” premiered on or about January 1, 2023 (the “Fifth Episode”). Episode 6 titled, “Justified &

¹ Billboard.com, “Georgette Jones, Daughter of Tammy Wynette and George Jones, Makes Cameo in ‘George and Tammy’ Finale,” <https://www.billboard.com/culture/tv-film/georgette-jones-cameo-george-tammy-finale-1235195543/> (January 9, 2023)

Ancient” premiered on or about January 8, 2023 (the “Sixth Episode”). These six episodes remain online and are available for streaming on Paramount Plus.

35. During its premiere, the Series brought in 3.3 million live and same day viewers.²

36. Some of the information provided in the Series is based on Georgette’s Book. See the following screenshot from the opening credits of each of the six episodes:



37. Many aspects of the Series, however, including the most damaging portrayals of Richey, are not based on the Book. In a video interview with Gold Derby, the showrunner, Sylvia, specifically stated: “And I’m over the moon that [Georgette] is proud of [the Series] because there are things in there that aren’t in the Book. That she chose not to include in the

² Billboard.com, *George & Tammy Brings in Huge 3.3 Million Live +Same Day Linea Viewers* <https://www.billboard.com/music/country/george-tammy-showtime-premiere-viewers-1235181789/>

Book. And they're there in the Series, and it means a lot to me that she believes in it to the degree that she does.”³

38. The Series was nominated for several 2023 Emmy awards. Chastain was nominated for “Outstanding Lead Actress in a Limited or Anthology Series or Movie”; Shannon was nominated for “Outstanding Lead Actor in a Limited or Anthology Series or Movie”; and the Series had nominations for “Outstanding Cinematography” and “Outstanding Period Costumes.”⁴ In addition, Chastain won the Screen Actors Guild Award for Outstanding Performance by a Female Actor in a Miniseries or Television Movie at the 29th Screen Actors Guild Awards.

39. Sylvia has stated that he began working on the Series in 2011, the same year that the Book was published. The Series was originally planned to be released as a feature film, not a limited television miniseries. In 2016, celebrity Josh Brolin announced that he would be starring with Jessica Chastain in a movie about George Jones and Wynette.⁵ Ultimately, however,

³ This video interview is still available online at: <https://www.goldderby.com/video/making-of-george-and-tammy-roundtable-with-michael-shannon-jessica-chastain-abe-sylvia/> (last visited Sep. 26, 2023).

⁴ Emmys.com, *George & Tammy*, <https://www.emmys.com/shows/george-tammy> (last visited Sep. 19, 2023).

⁵ IndieWire.com, “Josh Brolin Says He’s Starring With Jessica Chastain In a Movie About George Jones & Tammy Wynette,” <https://www.indiewire.com/news/general-news/josh-brolin-says-hes-starring-with-jessica-chastain-in-a-movie-about-george-jones-tammy-wynette-83949/> (February 4, 2016).

the Series was transformed into a miniseries.

40. The Series was originally slated for release as a “Spectrum Original,” owned by Charter Communications.⁶ The Series was scheduled to first air on Spectrum exclusively for its cable subscribers, before premiering on Paramount Network and the streaming service Paramount+.⁷ However, in the summer of 2022, Charter decided to phase out its “Spectrum Original” productions.⁸ Thereafter, Showtime purchased the rights to the Series and published the Series on its Showtime networks, as well as the Paramount Network, including Paramount+ and Country Music Television.⁹

41. Keith Cox, who was once the President of ViacomCBS’s Entertainment & Youth Studios and who is now the President of Paramount Network, of which Showtime is a subsidiary, has publicly discussed the Series, saying: “I’ve been a massive fan of George & Tammy’s iconic music since I was a kid, leading me to chase this incredible script by Abe [Sylvia] for years. It’s a dream come true to have Jessica [Chastain] at the forefront of the complex tale behind Tammy Wynette. We are thrilled to share this series

⁶ <https://deadline.com/2022/11/showtime-picks-up-george-amp-tammy-limited-series-jessica-chastain-michael-shannon-watch-trailer-1235163135/>

⁷ <https://www.etonline.com/jessica-chastain-to-play-tammy-wynette-in-new-limited-series-152816>

⁸ <https://deadline.com/2022/08/charter-communications-spectrum-originals-shut-down-production-costs-video-strategy-1235090356/>

⁹ <https://deadline.com/2022/11/showtime-picks-up-george-amp-tammy-limited-series-jessica-chastain-michael-shannon-watch-trailer-1235163135/>

about two legends with the world on ViacomCBS' forthcoming streaming service [Paramount+] and Paramount Network.”¹⁰

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**GEORGETTE'S CONTRIBUTIONS TO AND
ENCOURAGEMENT OF THE SERIES**

42. Georgette is credited, in the opening credits of each of the six episodes, as the sole “Consulting Producer” for the Series. A “Consulting Producer” is an individual who offers advice on a production and contributes to the production in the form of experience.¹¹

43. Georgette has derived income by virtue of her position as “Consulting Producer” for the Series. As well, Georgette has derived income by virtue of the fact that she would have consented to Showtime's use of her Book as the basis for the Series.

44. Upon information and belief, at all times relevant to this action, Georgette was under a contract with Showtime in connection with Georgette's role as “Consulting Producer” and Showtime's use of Georgette's book rights.

45. The opening credits of each of the six episodes credit Georgette as the Consulting Producer:

¹⁰ <https://www.etonline.com/jessica-chastain-to-play-tammy-wynette-in-new-limited-series-152816>

¹¹ Boords.com, *What Does a Film Producer Do*, <https://boords.com/blog/what-does-a-film-producer-do> (last visited Sep. 19, 2023).



46. Georgette, in her capacity as Consulting Producer and as author of the Book upon which the Series was based, was heavily involved in the writing and production of the Series. Not only did Georgette author the Book upon which the Series was based, the Series is about Georgette’s parents, and Georgette’s character is depicted by actress Abby Glover. The real Georgette even cameos as a backup singer in the Series finale.¹²

47. In an interview with “The HodgePodge Podcast,” which was published on or about January 16, 2023,¹³ Georgette elaborated on her role as a “Consultant” for the Series:

GEORGETTE: [Sylvia] had such a vision. He made me a couple of promises, things that were important to me. Because as a consultant, I get to help them with information. I get to set them up with meetings with different family and artists and all that.

¹² Billboard.com, “Georgette Jones, Daughter of Tammy Wynette and George Jones, Makes Cameo in ‘George and Tammy’ Finale,” <https://www.billboard.com/culture/tv-film/georgette-jones-cameo-george-tammy-finale-1235195543/> (January 9, 2023)

¹³ This video is available online at: https://www.youtube.com/watch?v=W-FXdD-Vn_Y (last visited Oct. 10, 2023).

But at the end of the day, it's up to them to decide how they want to write it. So I was very concerned, I didn't want it to go some crazy Hollywood direction and not be accurate and truthful and real.

48. Moreover, numerous interviews with cast members indicate that Georgette was deeply involved and in communication with the actors, writers, and producers of the Series. Georgette was an "open book" and gave the writers and producers "free reign." In an interview with reporter Denton Davidson ("Davidson") of Gold Derby, Sylvia stated:

DAVIDSON: And what about speaking with Georgette Jones, their daughter who wrote [the Book]? What influence did she have and what did it mean to have her support? I was at the LA screening and she was there and emotional and very happy, so that has to feel good to have her behind this project.

SYLVIA: I was so nervous when I knew she was finally watching. You know, I couldn't sleep. I knew she had all six episodes. And she was the first one to see it outside of the core production team. And when I got word from one of our producers that she likes it, I called her right away and we both started crying. I was just so relieved because, you know, she gave us free reign. She said "don't be shy, you know, my parents weren't perfect people and they don't have to be perfect." And I think there's, you know, there's sometimes some people think that when a family member is involved that we are sort of, you know, white washing something. We're not. Georgette said "my parents were complicated, troubled people and I loved them deeply." And all of those things can be true at once in our show. And so she introduced us to their friends, to other family members, she was an open book when it comes to her parents. And I'm over the moon that she's proud of it because **there are things in there that aren't in the book. That she chose not to include in the book. And they're there in the series,** and it means a lot to me that she believes in it to the degree that she does.

The above interview was published on or about December 20, 2022, on the Gold Derby YouTube channel.¹⁴ The relevant portion begins at 00:12:50.

49. Sylvia publicly admitted to having spoken to Georgette about the facts used in the Series “for years.” Chastain also confirmed that Georgette was “easy and accessible” as a resource for “source material.” Sylvia also stated that Georgette introduced them to her sister, Jackie, who provided more information in connection with the Series.

REPORTER: And Georgette, I think a lot of her books sort of act as source material, probably, was she around? Was she easy and accessible? For all of you to tap into?

CHASTAIN: Oh, yeah.

SHANNON: (Turning to Sylvia) You’ve been talking to her for years, right?

SYLVIA: Yeah. For years. She’s in the series. She pops up in episode six in sort of a pivotal moment to bring it all home for those really looking out. She’s an incredibly special human being and not only was she accessible to us, she introduced us to Peanutt and Charlene, we talked to her sister Jackie, her brothers, the hairdresser, Jan Smith, who Katie Mixon plays in the series, who was probably the most revelatory in terms of giving us access to Tammy in terms of what was it like to be on the bus with Tammy, just as Peanutt was such a conduit for George. I think we really got- I think all of the writers- we started to get in the rhythms of how these two would talk because of talking to their drinking buddies, you know, now I can really tap into the dialect and the rhythms.

¹⁴ YouTube.com, *Making of ‘George and Tammy’ roundtable with Jessica Chastain, Michael Shannon, creator Abe Sylvia,*
<https://www.youtube.com/watch?v=b6p7xLRUmEg>

50. Chastain has publicly stated that Georgette was the reason that Chastain wanted to be involved with the Series. In an interview with Inside South Florida on or about January 7, 2023,¹⁵ Chastain stated:

REPORTER: [To Chastain] What made you want to tell this story?

CHASTAIN: Well, I guess Georgette Jones did. This is based on the book she wrote about her parents George Jones and Tammy Wynette. I was approached in 2011 about playing Tammy and I never in a million years imagined that in my life. I'm very happy to do it. I think she's an incredible woman and artist and I believe that's why I stayed on so long is because I believed in the story and loved telling the artistic soulmate love story between George Jones and Tammy Wynette.

51. Chastain, who was an Executive Producer of the Series and was heavily involved with its writing and production, has stated that she and Georgette worked closely together to produce the Series. Chastain has indicated that she “texts” Georgette. Georgette has called Chastain the “champion” of the Series. On the red carpet on or about February 26, 2023, after Chastain received her SAG Award for her depiction of Wynette, Chastain stated to a reporter:¹⁶

REPORTER: What would Tammy think about this win?

CHASTAIN: Oh gosh, I hope she'd be proud of me. First thing I'm going to do is text Georgette Jones, Tammy and

¹⁵ This video is available at: <https://www.youtube.com/watch?v=JXbH7eSXpNk> (last visited Oct. 10, 2023).

¹⁶ This video is available at: <https://www.youtube.com/watch?v=Do3PBTRlIMg> (last visited Oct. 10, 2023).

George’s daughter, who our series is based on her book, and thank her and tell her I – I think I forgot to thank her – yes, that’s what I’m going to do. The first thing I’m going to do when I get my phone is call Georgette and tell her how much I loved working with her and how grateful I am.

52. Georgette even appeared at the premiere of the Series at the Goya Studios in Los Angeles on November 21, 2022, and took photos with the cast and crew. Here she is with “champion” Chastain and Shannon:



53. In an interview with “Concerts and Conversations,” which was published on or about February 20, 2023,¹⁷ Chastain stated that Georgette was “on set” during production of the Series and further elaborated on Georgette’s substantial contributions to the Series.

REPORTER: I want to ask about working George and Tammy’s daughter because I know obviously she was a part of this. What was that process like?

¹⁷ This video is accessible at: https://www.youtube.com/watch?v=CZe-W-_MFmI (last visited Oct. 10, 2023).

CHASTAIN: It was incredible. Yeah, it's based on Georgette's book. Georgette's the only daughter of George and Tammy. So we had her there with us, we had her siblings with us, because we had so much time, we also read all the books, we met hairdressers that toured with them, Peanutt Montgomery who Walt Goggins plays and his wife Charlene. There were so many people around us who helped us and Georgette introduced us to so many people. It was – she was really, very emotional on set. In our sixth episode we sing “Golden Ring” [and Georgette cameos as a back up singer].

REPORTER: Was it nerve wracking at all for you when you did first started working with her because of how close it was like were you nervous about meeting her or talking to her and how did that kind of grow into a friendship?

CHASTAIN: Yeah, because also she's a singer. And she's two of the greatest singers' daughter, who is also a singer. So it felt very, very nerve wracking. She was incredibly emotional. I mean, the more you read about them, you kinda find out her parents in some sense were hijacked by other people. And she was able to connect with them. But I think also this was a way of connecting with them again after they are both gone. So, she was very emotional during the experience.

In this section, where Chastain refers to the “other people” who “hijacked” Jones' and Wynette's marriage, Chastain is referring to Richey and Jones' later wife, Nancy Jones.

54. In another interview with “Concerts and Conversations” hosted by writer Aaron Sorkin on or about January 29, 2023, in response to Sorkin's question about how Chastain prepared for the drug scenes in the Series, Chastain admitted to “talking a lot” to Wynette's family. By Georgette's own admission, Georgette introduced Chastain to Wynette's family.

55. In an interview with “American Songwriter,” which was published on or about February 27, 2023,¹⁸ Chastain again admitted that Georgette was “involved” in the production of the Series.

- D -

**SHOWTIME HAD KNOWLEDGE OF THE AGREEMENT PRIOR
TO RELEASE OF THE SERIES**

56. Over six months prior to the publication of the Series, on or about April 18, 2022, Sheila and Tatum’s counsel sent a letter to Paramount Networks, Showtime’s parent company (the “April 2022 Letter”). The April 2022 Letter enclosed a copy of the Agreement and wrote, in part, “If you are unaware of the Non-Disparagement Agreement, allow this letter to serve as formal notice of the restrictions in that agreement.” The April 2022 Letter enclosed a copy of the Agreement and threatened legal action. A true and correct copy of the April 2022 Letter is attached hereto as *Exhibit 2*.

57. The April 2022 Letter was sent to both the Paramount Networks legal department and Lauren Ruggiero (“Ruggiero”) at Paramount Networks. Importantly, at the time the April 22 Letter was sent, Ruggiero was “senior vice president of scripted original series” for Paramount Networks and reported directly to Keith Cox, the President of Paramount Network, of which

¹⁸ This video is accessible at: <https://www.youtube.com/watch?v=VMoh3E8Q-EE> (last visited Oct. 10, 2023).

Showtime is a subsidiary.¹⁹

58. The April 2022 Letter was also sent to Charter Communications – Spectrum Originals addressed to both the legal department and Katherine Pope, who was at the time the Head of Original Content at Charter Communications’ Spectrum Originals (“Charter”).²⁰ The notification provided to Charter was, upon information and belief, conveyed to Showtime during the transition of the Series from Charter to Showtime. Both as a related company and as a successor in interest, information conveyed to Charter is assignable to Showtime. Charter was told that Georgette, a chief resource of and “Consulting Producer” for the Series, was significantly restricted in her involvement with the Series by virtue of the Agreement, and that, specifically, she was prevented from making any statements that were disparaging, defamatory, or critical of George Richey and from encouraging others from doing the same. In addition, all pending or threatened litigation would have been disclosed; the Plaintiffs’ letter to Charter specifically threatened litigation should Charter proceed with its plans to broadcast the Series. A copy of the letter to Charter would have been provided to Showtime. A true and

¹⁹ Variety.com, *Paramount Networks Ups Lauren Ruggiero to Senior VP, Scripted Original Series*, (Sep. 9, 2019), <https://variety.com/2019/tv/news/paramount-networks-lauren-ruggiero-svp-scripted-original-series-1203328699/>

²⁰ Deadline.com, *Katherine Pope Named President of Sony Pictures Television Studios*, (July 13, 2022), <https://deadline.com/2022/07/katherine-pope-sony-television-studios-president-1235061998/>.

correct copy of the April 2022 Letter as it was sent to Charter is attached hereto as *Exhibit 3*.

59. The April 2022 Letter was also sent to the actors, producers, and writers of the Series, including Sylvia and Chastain.

60. Notwithstanding the April 2022 Letter to Paramount Networks and Charter, Showtime possessed or should have possessed independent knowledge of the Agreement and restrictions on Georgette's involvement because Georgette so freely and often publicly discussed the existence of the Agreement and her speaking restrictions. For example, she did it on the occasions previously alleged in this Complaint.

61. Prior to Showtime's publication of the Series, Sheila was assured by Showtime that Richey would be portrayed positively. Showtime's representation was utterly false.

- E -

THE SERIES' DISPARAGEMENT OF RICHEY

62. The Series' showrunner, Sylvia, stated that Richey, played by Zahn, is the "villain" of the Series. Sylvia has stated that he wanted viewers not to take "the threat of [Richey] seriously until it's too late." In an interview, the following exchange occurred:

REPORTER: I also wanted to mention some of the other cast, including, Steve Zahn, who is amazing in this and also sometimes an air of just like lulls you know when it can be heavy

because George never remembers him exactly and he's always like 'I'm George Richey' and he's like 'right, right' you know these kind of like hilarious moments and I'm assuming we'll see more of his narrative as the series goes on, and even there was a moment where he's checking in on Tammy in Las Vegas, she's wondering where George is and she says 'can you by the way grab me two blue pills? I'm going to go to sleep' and he comes back and he's like 'I grabbed three green ones' you know, and I'm like is he serious or is he joking? There were elements of him that were so lighthearted and I'm curious about his casting or thinking 'oh yes, Steve Zahn is the perfect George Richey'.

SYLVIA: That was Jessica. Jessica brought Steve Zahn to the table as we were having the casting conversations and when she said 'oh, that's exactly right' because I will say Don Chapel is ultimately not the villain of the story and we wanted to not see it coming and I think with Steve Zahn - he's - because of the laughs, you don't take the threat of this man seriously until it's too late.

63. In a TODAY show appearance on or about December 19, 2022, Zahn stated publicly that Richey "wasn't the greatest influence on [Tammy's] life." A host responded, "that's quite the understatement."²¹

64. In a "Meet the Cast" interview with Zahn published by Showtime on or about December 20, 2022, Zahn stated, regarding his character Richey, "[Richey] wanted to be a part of the show. The fact that he wasn't the one sitting on stage bothered him. He's a real flawed dude. He got addicted to fame and money."²²

²¹ This interview is accessible on YouTube at the following link: <https://www.youtube.com/watch?v=JHJFNKrOQQQ>

²² This video is accessible online at: <https://www.youtube.com/watch?v=rrgxWsOiB2s>

65. In an interview with Gold Derby, which was published on or about November 30, 2022, Shannon suggests that Richey was involved with Wynette's death, calling her death "spooky."²³

66. In an article reviewing the Series published by SlashFilm.com on or about November 29, 2022, titled "George and Tammy Review: An Engaging Musical Tragedy With Excellent Performances," writer Jeff Ewing states that, as depicted in the Series, Wynette's marriage to Richey was "a fateful choice that contributes to her battle with substance abuse and tragic early death." The same article later refers to "Richey's controlling actions" and states: "Steve Zahn is similarly solid as the manipulatively menacing George Richey, a man whose destructive tendencies are more subtle than Jones' but at least as dangerous."²⁴

67. The Series repeatedly disparages Richey. The disparagement emanates from Georgette's and Jackie's contributions to and substantial encouragement of the Series in violation of the Agreement. The Series' disparagement includes without limitation the following: (I) claiming that Richey facilitated and encouraged Wynette's addiction to prescription pain

²³ This video is available online at: <https://www.youtube.com/watch?v=0lvzinxfaX4> (last visited Oct. 10, 2023).

²⁴ This article is available at: <https://www.slashfilm.com/1119274/george-and-tammy-review-an-engaging-musical-tragedy-with-excellent-performances/>

killers, including by injecting her with Demerol on their wedding day, (II) claiming that Richey fabricated “break-ins” of Wynette’s home to manipulate Wynette and to convince her to marry Richey to ensure her safety, (III) claiming that Richey was physically abusive towards Wynette and towards his prior wife Sheila Hall (“Hall”), including a depiction that Richey punched Hall several times in the face after Hall threatened to reveal Richey as the perpetrator of the break-ins; (IV) claiming that Richey’s manipulative acts were designed so that he could exercise complete financial and managerial control over Wynette’s career, and (V) claiming that Richey destroyed Wynette’s Will. Each disparagement will be alleged in more detail below.

I. The Depiction that Richey Facilitated and Encouraged Wynette’s Addiction to Prescription Pain Killers, Including by Injecting Her with Demerol on Their Wedding Day.

68. This disparagement originated in Georgette’s Book, but also contains substantial additions not in the Book. In Part Three, Chapter 11 of the Book, Georgette writes:

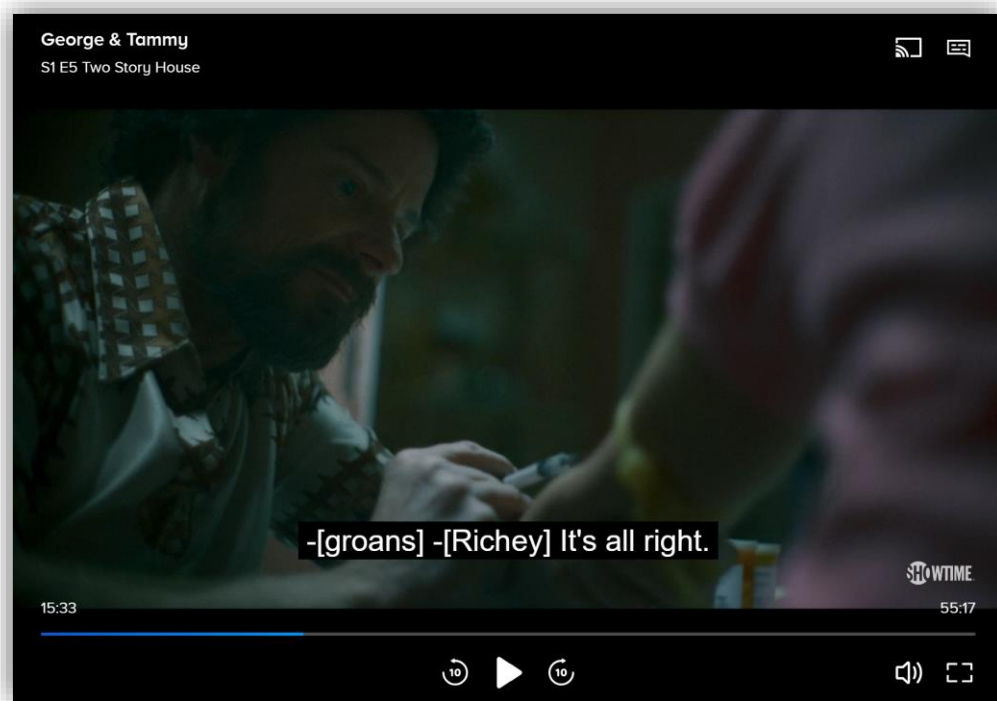
Mom had been heavily sedated with Demerol on July 6, 1978, the day she married Richey. Some of Mom’s friends said that she had taken so much pain medication that PeePaw nearly had to carry her down the aisle. And according to at least one friend, George Richey was the one who helped her inject the Demerol. [...]

Before they were married, it appeared that Richey might be a responsible person when it came to Mom’s pain medication. She had overdosed a few years earlier, while she was in physical pain from her adhesions and still hurting emotionally over the

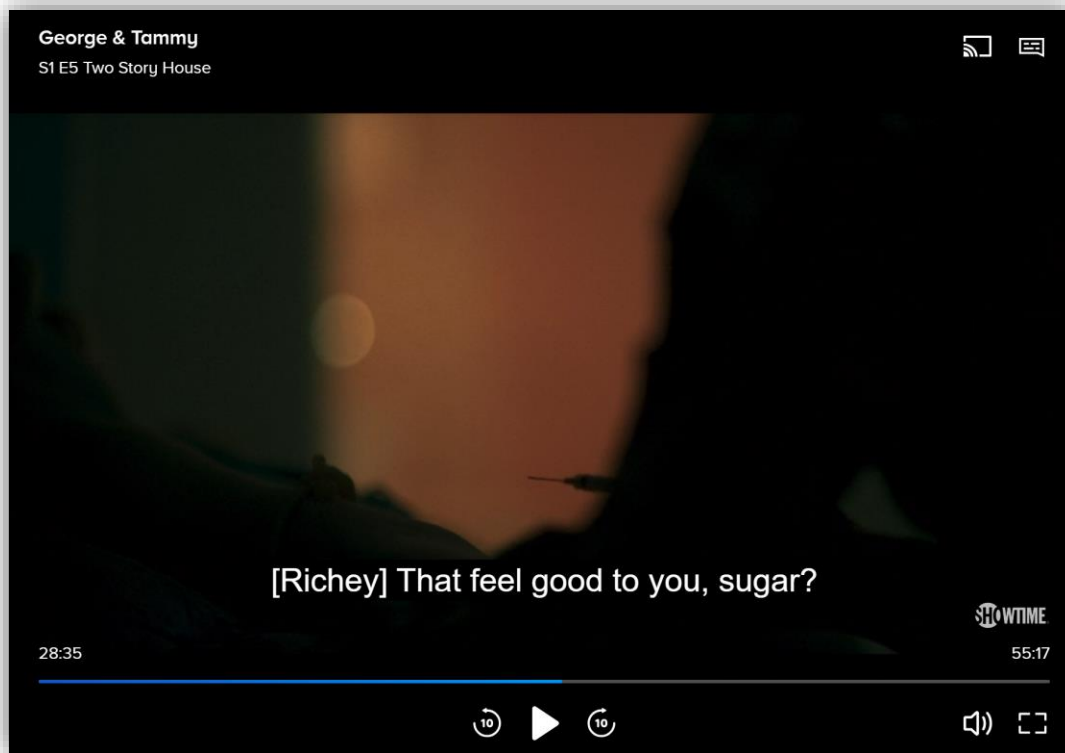
divorce from Dad. Richey allegedly warned Mom about excessive use of Demerol while visiting her in the hospital, yet he was soon a part of the problem.

Even before they married, Richey started removing people from Mom's inner circle, close female friends who might have been able to get her off that destructive course. I think of this time period as the Great Divide.

69. The Fifth and Sixth Episodes of the Series contain numerous depictions of Richey injecting Wynette with prescription painkillers to facilitate her addiction. In Episode 5 at 15:33, Richey is seen injecting Wynette with painkillers:

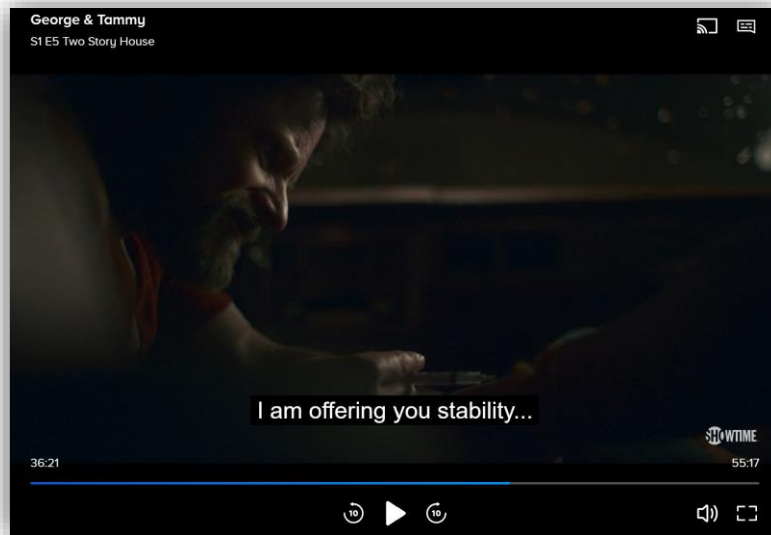


70. And again, in the Fifth Episode at 28:35, Richey is seen injecting Wynette with more painkillers:

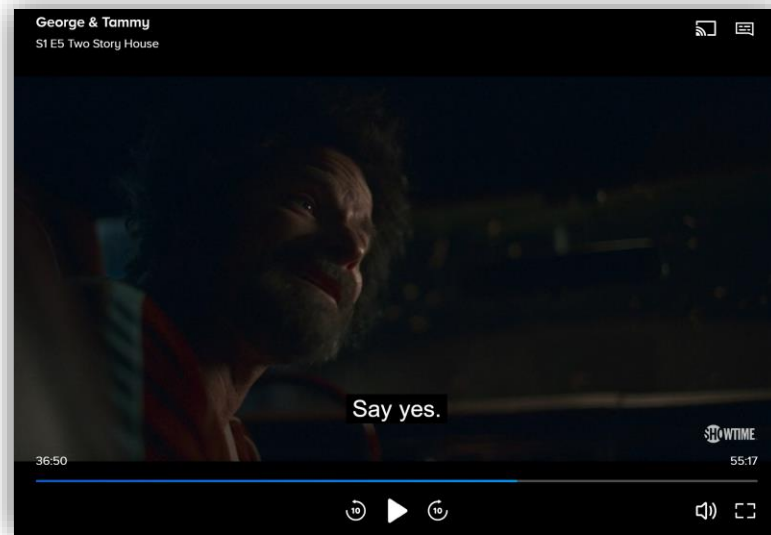


In the above scene, after he initiates the injection, Richey tells Wynette: “That’s all I want for you. You don’t gotta hurt. Feeling nothing. Is there anything better than that? I’m always gonna take care of you. You’ll never have to ask anyone for anything ever again.”

71. The viewer eventually learns that Richey is injecting Wynette with these painkillers in order to create a dependency. Richey couples these injections with false break-ins (discussed below) to manipulate Wynette into marrying him. In one scene in the Fifth Episode, at 36:21, Richey injects Wynette with painkillers while telling her, “I am offering you stability”:



Moments later, after she is high, Richey implores Wynette to marry him:



Wynette eventually succumbs to Richey's pressure and agrees to marry him.

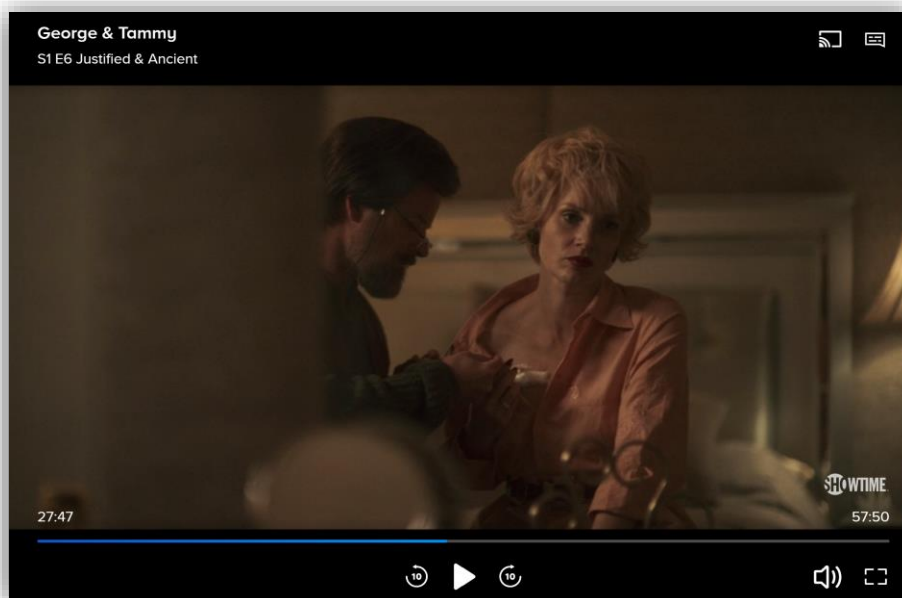
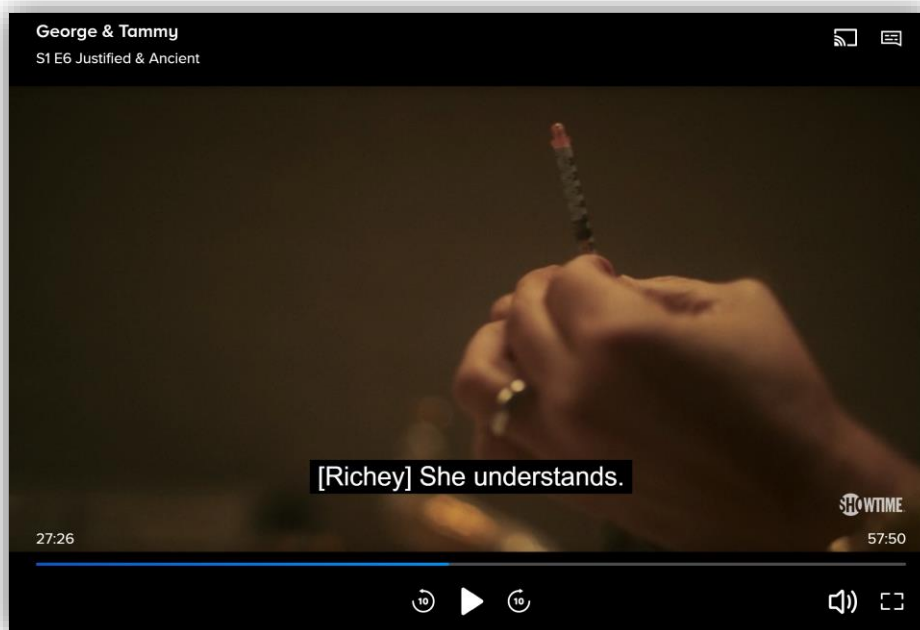
72. The end of the Fifth Episode is a depiction of the wedding of Richey and Wynette. In the lead up to the wedding, at 48:36, Wynette's friends and hairdressers are helping her get ready for the wedding. One of them tells Wynette: "Richey's got this place crawling with troopers." Another

one states: “They’re looking for George [Jones].” They tell Wynette: “You don’t have to do this,” referring to the marriage ceremony. Wynette says, “Yeah, I do. If I wasn’t sad, there’d be nothing to sing about.”

73. The marriage ceremony scene begins in the Fifth Episode at 49:55. Wynette is shown walking down the aisle while high on prescription painkillers. After the ceremony, in an awkward and drug-fueled speech to the wedding attendees, Wynette tells them, “Ever since I can remember, I’ve had pain. Operations to try and make it stop. The only thing in the whole world that makes me feel better is this man standing right here next to me (pointing to Richey). You make my pain go away, Daddy.” Wynette is referring to the fact that Richey facilitates her addiction to prescription painkillers.

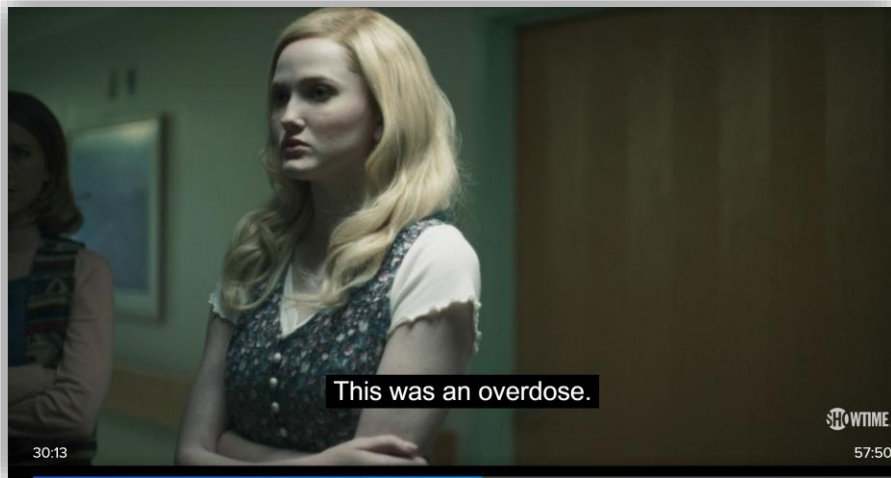
74. As alleged previously, the producers of the show intended to depict that Jones’ and Wynette’s marriage was “hijacked” by Richey, the villain. In the Fifth Episode at 53:21, Jones is shown pulling up on the outskirts of the wedding to observe. Georgette, who is attending the wedding, notices her father, Jones, outside of the wedding and waves to him.

75. In the Sixth Episode at 27:26, Richey continues to inject Wynette with painkillers. After injecting her once, he asks her, “You want another?” He proceeds to give her another injection as they sit in the bedroom of Wynette’s tour bus.



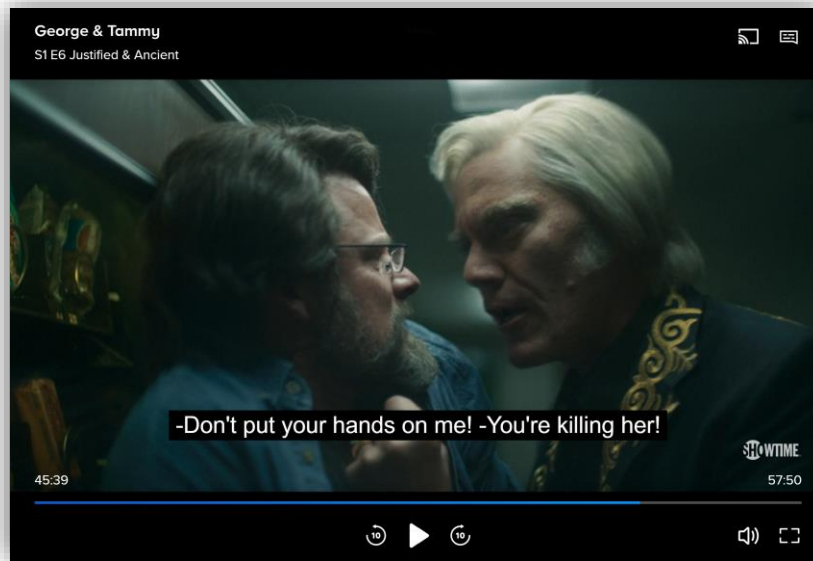
After injecting her twice, Richey walks to the front of the bus. A few moments later, he walks back to Wynette's bedroom where he finds her unconscious, lying on the floor. The next scene is Wynette lying in a hospital bed. At 30:13

in the Sixth Episode, Georgette, depicted by a young actress, tells the doctor, “This was an overdose.”



76. Later in the Sixth Episode, around 43:19, Georgette has a conversation with Jones, her father, in which she laments Wynette’s addiction to drugs. Georgette states that Wynette is “dying” because of her addiction, and scolds Jones for not doing anything about it. At the conclusion of this scene Georgette begs Jones: “Do something, Daddy.”

77. In the next scene, around 45:39, Jones approaches Richey and pushes him against a vending machine. Jones says, “What kind of man are you? You’re killing her [Wynette]! I know what you’re doing!” Richey replies, “I haven’t done anything for her that she hasn’t asked me to do.” Jones asks, “Is that how you sleep at night?” Jones ends the confrontation with, “If anything happens to her, I’m coming for you. You hear me?”



II. The Depiction that Richey Created False “Break-Ins” of Wynette’s Home to Manipulate Wynette and to Convince Her to Marry Richey to Ensure Safety.

78. In Part Two, Chapter 10 of the Book, Georgette insinuates that Richey was responsible for false break-ins of Wynette’s home, including writing things such as:

It started one night in 1977 when Mom took us bowling, one of her favorite family outings. When we walked back into the house on Franklin Road, the first thing I heard was water flowing.

Every faucet in the house had been turned on, the carpets soaked. Mom chalked that up to vandals, but as things progressed, she knew she was a target. At one point, the house was set on fire. Another time, every mirror had a message written in red lipstick: *slut, whore, pig*. I remember asking Mom what *slut* meant. At seven years old, I’d never heard the term.

“It’s an ugly word, Georgette,” she said. “Don’t ever use it.”

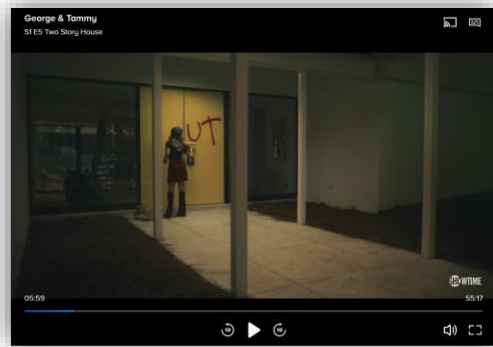
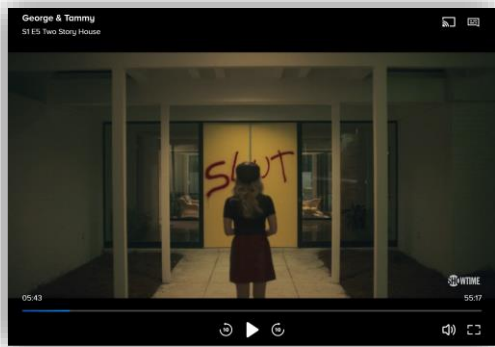
Things escalated. Threats of violence were made over the phone. The police were continually at the house, and Mom felt

terrorized every minute of the day. The police checked out a lot of people, to no avail. I don't know who made the threats or why.

I know that Dad had nothing to do with them. Aside from the fact that he wasn't even in town during a lot of those incidents, it wouldn't have been his style. Dad's approach was to drop out of sight, which was just what he was doing at the time. ***And I do know that the ugliness stopped the minute Mom agreed to marry George Richey.*** There were no more threats. No more craziness. No more break-ins.

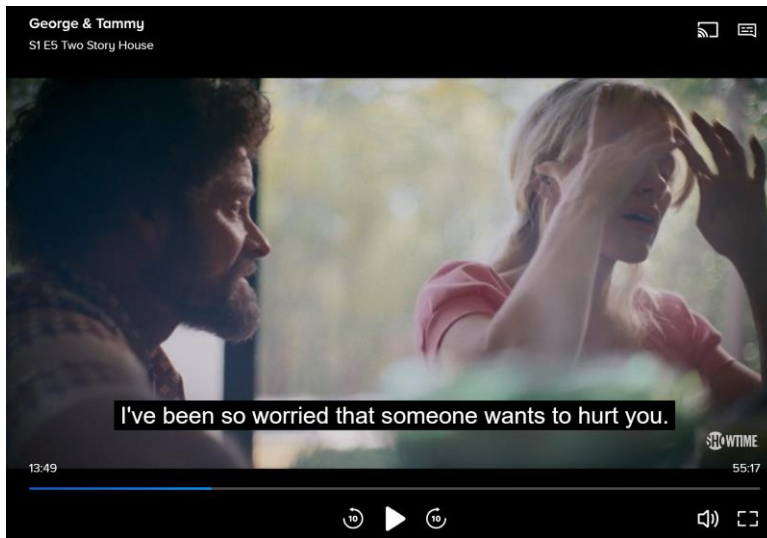
(emphasis added).

79. In the beginning of the Fifth Episode, at 05:43, Wynette comes home alone to find that someone has drawn the word “slut” on her front door.

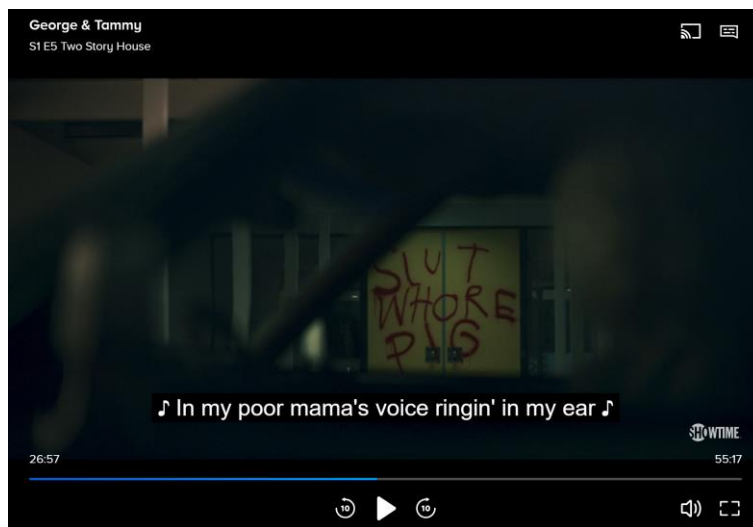


The viewer later learns that Richey did it. Wynette repaints her door.

80. Later in Fifth Episode, at 13:49, during a songwriting session between Richey and Wynette, Richey comments on it, telling Wynette, “I’ve been so worried that someone wants to hurt you.” Richey is continuing to impart fear to Wynette that someone is out to hurt her and that she needs Richey for protection.

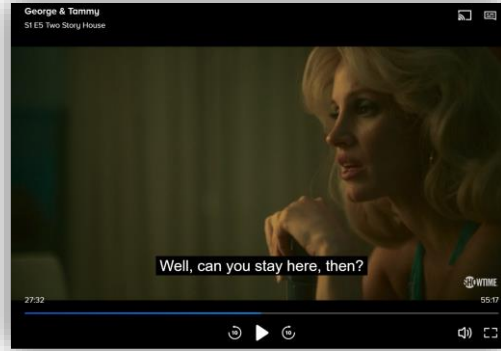
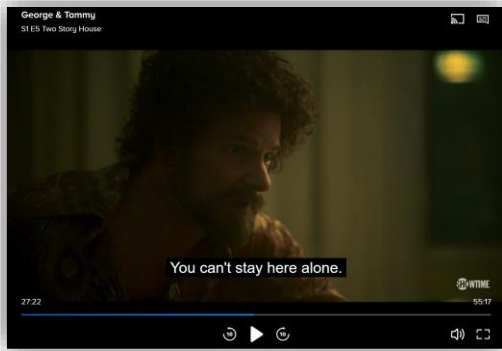


81. Later in the Fifth Episode, at 26:57, Wynette comes home to find even more threats drawn on her door. This time they read, “Slut, Whore, Pig.”



The next scene shows Richey continuing to press Wynette with fear. He tells her, “You need to call the police next time this happens.” Wynette says, “I just don’t want it to be public. I call the police, they call the press. Then everybody’s in my business. I think it’s just a fan who’s upset that I’m no longer with Jones, that’s all.” Richey replies, “Then I’ll buy you a gun. I’ll

feel a heck of a lot better sleeping.” Tammy says, “Oh, I don’t like guns.” Richey says, “You need protection. You can’t stay here alone. This is some helter-skelter stuff here. The girls aren’t safe.” Wynette replies, “Well, can you stay here then?”



To further manipulate her, Richey acts disappointed and says, “I have been so patient. I want it to be you and me. Marry me.”

82. As alleged later herein, the viewer eventually learns that Richey was responsible for creating the fake break-ins.

III. The Depiction that Richey Was Physically Abusive Towards Wynette and Hall

83. In Part Three, Chapter 11 of the Book, Georgette writes:

Often the reason a domineering person distances their spouse from friends and allies is that they are abusive. They know that side of themselves, and they don’t want any witnesses around. I know that Richey was verbally abusive to Mom because I witnessed it myself. But I believe that he was also physically abusive. The famous “Tammy Wynette Kidnapping” story is a case in point. It happened on October 4, 1978, four months after Mom and Richey were married. It’s an old and well-known tale. Mom showed up at a farmhouse near Franklin, Tennessee, badly beaten, the apparent victim of a carjacking/robbery

that turned horribly violent.

More than a few people questioned the story, some assuming it was a publicity stunt, others thinking Mom had simply gone a little crazy. *Years later, she would tell Jackie that the whole story was invented to hide the fact that Richey had beaten her up.* Her bruises had been so bad, and so visible, that Richey knew she couldn't hide them. And so he convinced her to concoct that story.

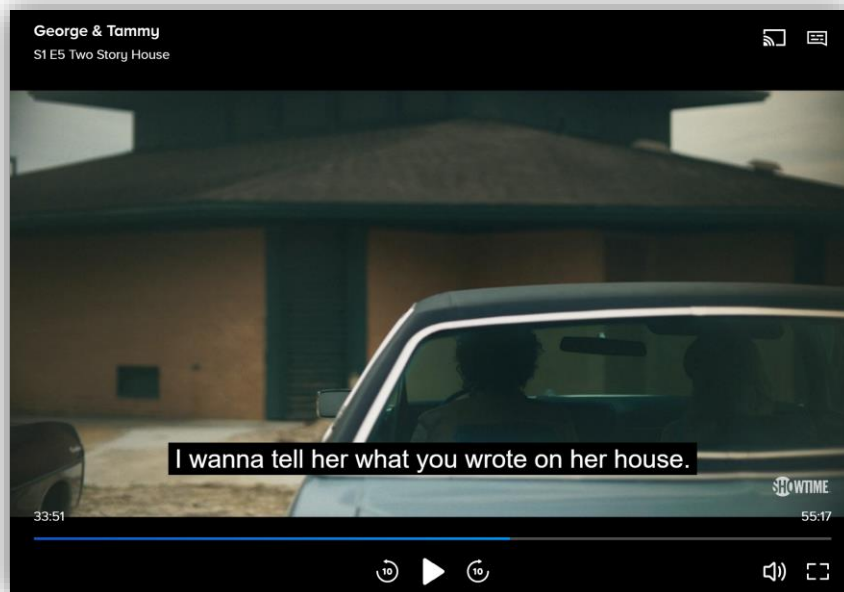
(emphasis added).

84. The “Tammy Wynette Kidnapping” story, discussed above, is depicted in the opening scene of the Sixth Episode. Wynette is depicted running barefoot haphazardly through the woods, beaten and bruised, to a lone cabin. Wynette beats on the cabin door with urgency. When the owner opens the door, she asks Wynette, “Honey, what happened to you.” Wynette says, “He tried to kill me.” Wynette is referring to Richey.

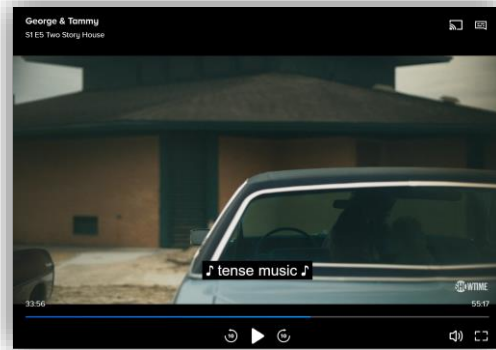
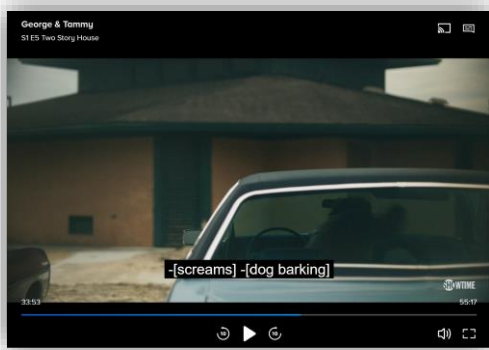
85. After this scene, Wynette is interviewed by reporters regarding what happened. As Georgette wrote in her Book, Richey is made to appear as if he forced Wynette to concoct the story.

86. In the next scene in the Sixth Episode, at around 07:09, Richey confronts Wynette as she prepares to inject herself with painkillers. Richey tells her, “Seeing those bruises, and knowing that I’m the man who hurt Tammy Wynette, it’s not who I am.” Wynette responds: “You covered your wife with bruises two days before she had to go on tour. That is the man you are.” Wynette then hands Richey a needle and he proceeds to inject her.

87. In the Fifth Episode, an uncomfortable meeting takes place in Wynette's tour bus between Wynette, Richey, and Richey's prior wife, Hall. Hall was Wynette's assistant at the time. During the meeting, Wynette and Hall discuss Richey's romantic advances on Wynette. Hall is distraught and upset from Richey's infidelity, but she remains loyal to Wynette. After the meeting, Richey and Hall leave the tour bus together and enter Richey's car. Around 33:53, once in the car, Hall, upset and sobbing profusely, threatens to tell Wynette that Richey was responsible for creating the false break-ins of Wynette's home. Hall tells Richey, "I wanna tell her what kind of man you are. I wanna tell her what you wrote on her house." This is the first time the viewer realizes that Richey was responsible for the false break-ins of Wynette's home.



In response, Richey immediately and viciously punches Hall twice in the face to silence her. After this moment, the scene ends.



IV. The Depiction that Richey’s Manipulative Acts Were Designed So That He Could Exercise Complete Financial and Managerial Control Over Her Career

88. In Part Three, Chapter 11 of the Book, Georgette writes:

Billy Sherril was gone as her producer by 1980. Neither Billy nor Mom mentioned Richey in that decision, but I find it almost impossible to believe that Mom turned to another producer without pressure from Richey. It’s true that she hadn’t had solo hits in a while, but I don’t think that she’d have found a new producer. I think she’d have looked harder for songs. If you look at her hit-making career, when Mom had Billy in her corner, she either wrote or found hits. Once he was gone, not so much.

More than a few in Nashville felt the same way—that Richey had been waiting for the opportunity to have complete power over her career, including record production. Richey told people that was not so, proven supposedly by the fact that another producer came in for an album when Billy left. But that didn’t last long. Richey was soon at the helm, and the singles did no better. Part of that involved the times. The business was in a state of flux, and many established artists scrambled to find a new niche. The removal of Billy Sherrill—even though they remained friends—was one more decision that isolated her.

89. In Part Three, Chapter 11 of the Book, Georgette writes:

The case of Richey and Mom's relationship is at once simple and complicated when it comes to his power issues. It is simple, because a manager always wants to exert some control over his/her client, and complicated, because they were also married and her health was precarious.

90. In the Fifth Episode, at 42:52, Jones is on stage performing. Richey and Wynette are both watching. Jones introduces his next song, stating: "This next song is a new one written by my soon-to-be husband-in-law, George Richey." The camera cuts to Richey who instructs the sound technician to "Kill his mic." The camera cuts back to Jones: "[Richey] had a front row seat to a lot of hard times that me and Tammy had. And I guess me and Tammy having hard times was real good for [Richey's] wallet. Seems like Nashville just couldn't keep their nose out of it. I guess our heartache was too tempting for the poets to leave it be."

91. In the Sixth Episode, Richey is repeatedly depicted as controlling Wynette's musical career to make himself rich, including without limitation scheduling tour dates, public appearances, and other business ideas. At one point, around 57:50 in the Sixth Episode, Richey even pushes Wynette to begin her own "cooking show." Wynette appears afraid to say "no" to Richey, fearing that he will beat her up if she denies his request.

92. In the Sixth Episode, at 16:53, when her former producer and

manager Billy Sherrill calls to propose that she record a new song for him with George, Wynette tells Billy, “You can’t call me. All business needs to go through Richey now.” It’s clear to the viewer that Wynette doesn’t want it this way: she doesn’t like Richey as a manager, but Richey has manipulated Wynette into thinking that she needs him.

93. In the Sixth Episode, Richey is seen attempting to control Wynette’s statements to the media after she was discovered beaten and bruised in the woods. Although it’s clear that Richey caused Wynette’s bruises, Richey forces Wynette to tell the media that she was “kidnapped” to bolster her image as a victim and continue his control over her musical career.

94. In the Sixth Episode, a young Georgette appears on the set of a music video with her mother, Wynette, and Richey. Georgette attempts to confront Wynette about Georgette’s concerns of Richey’s manipulation. Richey is depicted as stealing Wynette away from Georgette while he continues to facilitate her drug addiction and manage her entire career to make himself rich.

95. The above depictions are disparaging to the reputation and character of Richey. Richey was financially secure, even more so than Wynette, prior to marrying Wynette.

V. The Depiction that Richey Destroyed Wynette's Will

96. In the Sixth Episode at 41:56, Jones stumbles across a copy of Wynette's Will. The Will was handwritten on a yellow note pad. Jones picks up the note pad and it says, "To Jackie, all my crystal. To Georgette, all my shoes because she's the one who can fit them. To Gwen, my Jaguar. To Tina...." The Will does not mention Richey. In the same scene, Wynette tells Jones, "My girls are gonna be set."

97. At the conclusion of the Sixth Episode, however, the Series claims that "George Richey inherited the vast majority of [Wynette's] estate."



In the next slide, the Series claims that, "Tammy's yellow note pads were never found."



The obvious implication is that Richey destroyed the yellow note pads that contained Wynette’s Will.

CAUSES OF ACTION

COUNT 1—Permanent Injunction

98. The preceding paragraphs are hereby incorporated by reference as if fully realleged herein.

99. Sheila and Tatum seek a permanent injunction against Showtime enjoining it from streaming the Series on any platform. Sheila and Tatum also seek an order enjoining Showtime from offering, licensing, or otherwise selling the Series for views in any other medium, including without limitation cable, DVD, and any other delivery method.

100. Sheila and Tatum will prevail on the merits.

101. Showtime’s continued use of its ill-gotten information, derived

from the violation of the Agreement of Showtime's employee or contractor, Georgette, by continuing to broadcast and stream the Series, is wrongful and constitutes unjust enrichment.

102. If Showtime continues streaming the Series, Sheila and Tatum will suffer irreparable harm to their reputation, name, and standing in the community, and will be impossible to rectify or measure with damages. The Series has already caused Sheila and Tatum to suffer irreparable harm to their reputation, name, and standing in the community, but to allow Showtime to continue the Series will only compound the damages suffered by them and it will be impossible to rectify or measure that harm with damages.

103. Their injuries will increase with each view; multiple law suits reflecting each successive injury will be prohibitively expensive and impractical. Showtime will continue to profit from the violation of the Agreement.

104. The Plaintiffs specifically sought to protect themselves from these irreparable injuries through the Agreement reached in settlement to the Prior Litigation. This Agreement created protection from Georgette making statements or encouraging others to make statements that defamed, disparaged, or criticized the personal or business practices of George Richey. Georgette violated this Agreement by selling her book rights, by contributing

additional statements and observations, and by encouraging Showtime to make disparaging statements about Richey. Showtime's exploitation of this violation of the Agreement has created and continues to create the precise irreparable and immeasurable harm the Agreement was designed to preclude.

105. The harm that has been and will be suffered by Sheila and Tatum will greatly outweigh the harm that would befall Showtime if an injunction is not entered. The Plaintiffs' harm is great and immeasurable; the famous name that they carry is now and continues to be sullied with each download and stream. By comparison, removing one title from Showtime and Paramount's vast streaming choices will cause little additional harm.

106. Showtime should not be heard to complain about harm that might stem from the granting of an injunction when all such consequences were completely avoidable had Showtime and its predecessors in interest respected the rule of law and sanctity of contract once notified, pre-broadcast, that much of the information and all of Georgette's licensing and encouragement came in violation of her Agreement.

COUNT 2—Unjust Enrichment

107. The preceding paragraphs are hereby incorporated by reference as if fully realleged herein.

108. This Complaint alleges a violation of the Agreement on the part

of Georgette and Showtime. At all times relevant to this action, Georgette was employed by or in contract with Showtime. The Agreement prohibited Georgette from “encourage[ing] others” to make statements that “disparage or in any way criticize the personal or business reputation, practices or conduct of ... (the deceased) George Richey.” Georgette, in violation of that contractual obligation, has been involved with the production and writing of the Series for over a decade. Georgette is credited as a “Consulting Producer” for the Series. Georgette has acknowledged the existence and enforceability of the Agreement. Showtime was aware or should have been aware of the existence and enforceability of the Agreement. The Series’ showrunner has admitted that Georgette arranged for “interviews” with the writers that were designed to help them get the “truth” of the story. The Series’ showrunner has admitted Richey was intended to be the “villain” of the Series.

109. Showtime’s profit from Georgette’s violation of the Agreement constitutes unjust enrichment. Showtime has knowingly employed or contracted with a person whose contribution to Showtime was, from start to finish, in violation of the Agreement.

110. By employing or contracting with Georgette, Showtime is subject to the same limitations on Georgette’s conduct as is Georgette, and is equally responsible for violations of the Agreement.

111. To determine the extent to which Showtime has profited from its ill-gotten information, the Plaintiff seeks restitution in the form of an accounting for profits. *Garfield v. Allen*, 277 A.3d 296, 356 (Del. Ch. 2022). The Plaintiff will rely on discovery to determine the gross receipts of Showtime from the Series.

112. In Delaware, to prevail on a claim for unjust enrichment, the plaintiff must prove: “(1) an enrichment, (2) an impoverishment, (3) a relation between the enrichment and the impoverishment, (4) the absence of justification, and (5) the absence of a remedy provided by law.” *Nemec v. Shrader*, 991 A.2d 1120, 1130 (Del. 2010). However, in Delaware, “an ‘impoverishment’ is not critical to an unjust enrichment claim because restitution may be awarded based solely on the benefit conferred upon the defendant, even in the absence of an impoverishment suffered by the plaintiff.” *Id.* at n.37 (citing *MetCap Sec. LLC v. Pearl Senior Care, Inc.*, 2009 Del. Ch. LEXIS 28, 2009 WL 513756, at *5 n.26 (Del. Ch. Feb. 27, 2009)).

113. This Complaint alleges an enrichment on the part of Showtime. The Series was the most watched premiere in Showtime history. Showtime reaped massive profits from the Series, which depicts Richey as the “villain.” The Fifth and Six Episodes of the Series, in both of which Richey is revealed as the villain, received at least tens of thousands of live viewers. In addition,

the Series is currently streaming on Paramount+, and Showtime reaps substantial profits from those streams.

114. Showtime violated or induced the violation of the Agreement. At all times relevant to this action, Georgette was employed by or under contract with Showtime in connection with the use of her book rights and her role as “Consulting Producer” for the Series.

115. Although an impoverishment is not needed to state a claim for unjust enrichment, this Complaint alleges one. An “impoverishment” does not require that the plaintiff suffer an “actual financial loss.” *Id.* Here, Sheila and Tatum have suffered an impoverishment by and through the violation of the Agreement. Sheila and Tatum have been impoverished by the fact that she no longer has the protection or benefit of the Agreement.

116. This Complaint alleges a relation between the enrichment and impoverishment. Showtime has received a substantial gain from Georgette’s and its violation of the Agreement. The violation stripped Sheila and Tatum of the protection of the Agreement, and the profits reaped by Showtime has resulted in substantial damages to Sheila and Tatum.

117. This Complaint alleges the absence of justification of the enrichment. Absent Georgette’s violation of the Agreement, Showtime should not have received the profits from depicting Richey as a “villain.” Showtime

engaged Georgette as a “Consulting Producer” for the show and invited her to contribute to the Series’ disparagement of Richey. Showtime has profited from these ill-gotten gains, and Sheila and Tatum have suffered substantial damage as a result.

118. Showtime was a conscious wrongdoer. Showtime knew or should have known of the existence of the Agreement before publication of the Series but decided to publish the Series anyway. Because Showtime is a conscious wrongdoer, the Plaintiffs are entitled to Showtime’s profits from its wrong.

119. There is no adequate legal remedy at law. The Plaintiffs and Showtime are not in privity of contract. No tort claim would support a remedy that disgorges Showtime’s substantial profits from its use of ill-gotten property.

COUNT 3—Tortious Interference with Contract

120. The preceding paragraphs are hereby incorporated by reference as if fully realleged herein.

121. At all times relevant to this action, Sheila and Tatum had an enforceable contract with Georgette. That contract is alleged in this Complaint and is referred to throughout as the “Agreement.”

122. Showtime possessed actual knowledge of the Agreement by

virtue of the April 2022 Letter and Georgette's public statements regarding the existence of the Agreement, among other things.

123. Showtime committed an intentional act that interfered with the Agreement by publishing the Series that was based in large part upon Georgette's contributions.

124. Showtime continues to commit intentional acts interfering with the Agreement by streaming the Series to its millions of subscribers.

125. Showtime's intentional acts lack justification and are improper. Showtime's sole motive for publishing the Series was to reap profits. Indeed, the Series was the most watched premiere in Showtime history, and the Series attracted several Golden Globe and Emmy nominations.

126. As a result of Showtime's intentional interference, Showtime has profited from its wrongdoing by producing and broadcasting the Series.

127. As a remedy for Showtime's tortious interference, Sheila and Tatum seek restitution of all unjust enrichment and an accounting for profits. Sheila and Tatum also seek compensatory damages for the injuries inflicted and punitive damages to respond to Showtime's intentional and malicious conduct.

128. As a proximate result of Showtime's interference with the Agreement, Sheila and Tatum have suffered substantial and severe emotional

distress. Sheila and Tatum have suffered and will continue to suffer personal physical injury and sickness. Sheila and Tatum have suffered mental anguish and humiliation including the loss of friends and companions, loss of business opportunities, depression, sleepless nights, emotional distress resulting in several hospital visits, and excessive stress and embarrassment, among other things to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Sheila and Tatum respectfully pray for judgment against Showtime as follows:

- (a) That the Court enter a permanent injunction against Showtime preventing it from streaming the Series;
- (b) That judgment be entered against Showtime for restitution in an amount to be determined at trial;
- (c) That the Court order an accounting for profits, restitutionary damages, and disgorgement against Showtime;
- (d) That the Court enter an award of compensatory and punitive damages against Showtime in amounts to be proven at trial;
- (e) That Sheila and Tatum recover their litigation expenses, costs, and reasonable attorneys' fees and expenses from Showtime;
- (f) That Sheila and Tatum recover pre- and post-judgment interest;
- (g) That all costs of this action be taxed to Showtime;
- (h) That the Court grant all such other and further relief that the Court deems just and proper.

Respectfully submitted,

/s/ Sean J. Bellew

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