

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

RECEIVED

JENN STERGER,

Plaintiff,

vs.

PHILLIP J. REESE,

Defendant.

MAR 15 2011

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

Case No:

1 03522
DIVISION B
RECEIVED

MAR 15 2011

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

COMPLAINT FOR DAMAGES

Plaintiff, Jenn Sterger ("Sterger"), sues Defendant, Phillip J. Reese ("Reese") and alleges:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for declaratory relief pursuant to Florida Statutes Chapter 86, for Replevin pursuant to Florida Statutes Chapter 78, and for damages which exceed \$15,000, exclusive of interest and costs, thus, jurisdiction is proper in this Court.

2. Sterger is a Hillsborough County, Florida resident who resides in Hillsborough County, Florida.

3. Reese is a New York resident who resides in New York City, New York.

4. Venue of this action is proper in Hillsborough County, Florida, because, among other things, the cause of action accrued in Hillsborough County and Reese committed a tortious act in Hillsborough County.

5. Reese is subject to the jurisdiction of this Court pursuant to Florida Statutes section 48.193 (1)(a) and (b), because Reese has operated, conducted, engaged in, or carried on a business venture in this state, and has committed a tortious act in this state.

6. Reese has maintained sufficient minimum contacts with the state of Florida so that exercise of this Court's jurisdiction over him does not offend traditional notions of fair play and justice. Specifically, as alleged in further detail in this complaint, Reese has acted without authority on Sterger's behalf under an incorrect construction of a document that does not constitute a valid contract and that is the subject of Sterger's Declaratory Judgment claim in Count I. In doing so, Reese has caused injury to Sterger in the state of Florida, and has refused to acknowledge Sterger's demands to cease acting on her behalf. Further, Reese has failed to end his business activity on Sterger's behalf, despite her demands that he do so. Also, Reese has converted property which belongs to Sterger and refuses to return the same.

GENERAL ALLEGATIONS

7. Sterger is a nationally known actress, model, writer and television host. She has appeared in numerous national and international publications, has appeared in several movies, has hosted a number of television programs, and has covered a number of sporting events as a sports journalist.

8. In or around the late summer, early fall of 2008, Sterger worked for the New York Jets of the National Football League as a Game Day Hostess. The position, which was created for Sterger, required Sterger to cover game day interest stories for the Jets.

9. Reese is a public relations manager, who operates through his company PR/PR ("Player Relations/Public Relations"). According to its website, www.pprnewyork.com, PR/PR describes itself as follows:

PR/PR is short for Player Relations/Public Relations, a personal brand-management firm for high-profile athletes and celebrities. We believe that athletes, like products, are brands and their integrity needs to be protected. PR/PR oversees off the field marketing, public relations, image consultation, endorsement opportunities, crisis management, corporate appearances, and most importantly, philanthropic outreach. By doing this, we create lucrative marketable entities while simultaneously giving back to the community.

10. The only document memorializing Sterger and Reese's relationship is a term sheet executed on December 11, 2009 (the "term sheet"). A true, complete and authentic copy of the term sheet is attached as Exhibit A.

11. The term sheet does not contain all of the essential elements of a contract, but, even if it did, it expired by its terms on December 11, 2010.

12. In or around July – August 2010 a controversial story broke in the national sports media regarding allegations that in 2008, then New York Jets quarterback Brett Favre sent illicit pictures to Sterger (the "Favre Story").

13. At the time, Sterger had been working for the New York Jets as a Game Day Hostess, as alleged above in paragraph 8.

14. When the Favre Story broke, Sterger entrusted counsel retained by Reese, as well as Reese, with all text messages, emails, and other digital communications she received from Favre (the "Sterger Materials"). Sterger provided the Sterger Materials to her attorney and Reese, who at the time was working in consultation with her attorney regarding potential legal issues arising from the Favre Story.

15. Sterger never relinquished her ownership rights in the Sterger Materials, never intended to give them to her attorney or Reese for all purposes, and provided them only in the

course of seeking legal advice relating to the Favre Story and potential legal proceedings relating to the Favre Story.

16. After the term sheet expired, on January 11, 2011, Reese, in an attempt to capitalize personally on the Favre Story, advised Sterger to sign a document he drafted and titled "Agreement". The referenced document, however, does not constitute a valid and enforceable contract, and is, at best, an agreement which contemplates possible agreements in the future (the "Agreement to Agree"). A true, complete and authentic copy of the Agreement to Agree is attached as Exhibit B.

17. The Agreement to Agree lacks the essential material terms of a valid, legally enforceable contract. Among other things, it does not contain any duration, and is therefore barred by the statute of frauds. Further, it does not set forth any valid consideration. Also, it fails to set forth with any specificity the subject matter of the contract and the respective duties and responsibilities of the parties.

18. The Agreement to Agree, in its totality, provides as follows:

AGREEMENT

It is hereby agreed to by and among Jenn Sterger, Phillip Reese, and Jacklyn May: (1) a corporation will be formed bearing the name Game of Inches LLC. The principles of said corporation will be Jenn Sterger, Jacklyn May and Phil Reese; (2) Said corporation is being formed to pursue economic opportunities relating to Jenn Sterger, including but not limited to, the publication of a book regarding her dealings with Brett Favre and the National Football League; (3) It is further agreed that all management and public relations work on behalf of the Corporation and Jenn Sterger will be solely handled by Phil Reese. Said agreement is binding and it will be deemed a breach of this agreement if any outside firm or individual wishing to book any economic opportunities, including but not limited to personal appearances, does not have prior approval of all members of Game of Inches LLC. Furthermore it is agreed that the firm of LaRusso & Conway LLP, by Joseph R.

Conway, will handle all legal matters regarding Game of Inches LLC.

Dated: January 11, 2011
New York, N.Y.

Jenn Sterger

Phillip Reesee

Jacklyn May

19. Because her counsel on matters relating to the Favre Story was a party to the Agreement to Agree, Sterger did not receive any independent legal advice regarding its terms. Therefore, Sterger signed the Agreement to Agree.

20. Sterger subsequently determined that she did not, and does not wish to publish a book regarding the Favre Story. Moreover, since the expiration of the Term Sheet, she has attempted on numerous occasions to inform Reese that neither he nor PR/PR is authorized to represent her in any capacity.

21. Reese has ignored Sterger's demands, and has continued to hold himself out as her manager, and at times her agent, for purposes of attempting to enter into contracts for Sterger.

22. Moreover, Reese has informed Sterger that he plans to use the Sterger Materials and information obtained from Sterger to pursue his own book, through the company he sought to form with Sterger.

23. Reese has also refused to return the Sterger Materials to Sterger, despite her demand for the same.

24. Reese's has engaged in the conduct set forth above in paragraphs 21-23 based on his belief and stated contention that the Agreement to Agree authorizes him in all respects to act as Sterger's agent relating to any economic opportunities.

25. All conditions precedent to the bringing and maintenance of this action and the granting of the relief requested have occurred, have been performed, or have been waived.

26. Sterger has retained the law firms of Bajo Cuva Cohen and Turkel, PA and Brown and Doherty, P.A. and is obligated to pay her attorneys a reasonable fee for their services rendered in this case.

**COUNT I – DECLARATORY JUDGMENT PURSUANT TO FLORIDA
STATUTES CHAPTER 86**

27. Sterger realleges paragraphs 1-26.

28. This is an action for a declaratory judgment pursuant to Chapter 86, Florida Statutes. This action addresses a genuine justiciable issue and/or actual controversy between the parties upon matters relating to the enforceability of the Agreement to Agree.

29. Sterger has demanded that Reese cease and desist from holding himself out as her agent and/or manager and has demanded that he return the Sterger Materials as alleged above in paragraphs 21-23.

30. Reese has ignored Sterger's demands.

31. A genuine controversy exists between Sterger and Reese concerning whether the Agreement to Agree constitutes a valid contract and Sterger has doubts as to whether Reese has any rights under the Agreement to Agree to represent himself as Sterger's agent or manager, or

to control all of Sterger's economic opportunities, including, without limitation those relating to the Favre Story, if any.

WHEREFORE, Sterger respectfully requests that this Court enter a Declaratory Judgment finding that the Agreement to Agree is not a valid legally enforceable contract and that Reese has no rights thereunder, for costs and for such further relief as this Court deems just and proper.

COUNT II – CONVERSION

32. Sterger realleges paragraphs 1-26.

33. As set forth above in paragraphs 14-15, Sterger provided Reese with the Sterger Materials.

34. Reese has converted the Sterger Materials, which are the property of Sterger, to his own use, despite Sterger's demand for return of the same.

35. Sterger has been damaged by Reese's conversion of the Sterger Materials.

WHEREFORE, Sterger respectfully requests that this Court enter judgment against Reese for compensatory damages, interest, costs and for such further relief as this Court deems proper.

COUNT III – REPLEVIN

36. Sterger realleges paragraphs 1-26.

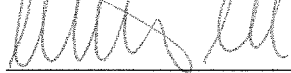
37. This is an action to recover personal property located in New York City, New York. To the best of Sterger's knowledge, the property is located at Reese's place of business at 185 W. Houston, Apt. 2h, New York, New York 10014.

38. The description of the property is set forth above in paragraphs 14-15.

39. The property came into Reese's possession in the manner alleged above in paragraphs 14 and 15. Reese is wrongfully detaining the property under the erroneous belief that

WHEREFORE, Sterger requests that his Court enter a judgment in Sterger's favor for possession of the Sterger Materials, for costs, damages and for such further relief as this Court deems proper.

Respectfully submitted,

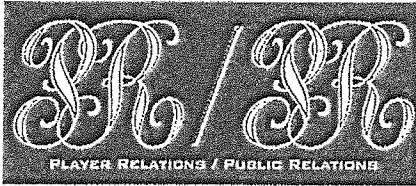


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www.prprnewyork.com

**PR/PR IS PLEASED TO VERIFY YOUR ACCEPTANCE AND AVAILABILITY
 FOR REPRESENTATION**

TODAY'S DATE December 10, 2009

CLIENT Jennifer Sterger

CONTACT PERSON Phil Reese
 CEO
 PR/PR

RESPONSIBILITIES Negotiation of Contracts
 Public Relations
 Image Consultation
 Charity Opportunities

***FEE** For a period of one (1) year, twenty percent (20%)
 commission on all deals originated by
 PR/PR and signed on behalf of Jennifer Sterger, (10%)
 commission on all deals signed on behalf of Jennifer
 Sterger in conjunction with Abrams Artists Agency.

**By signing this agreement, it is understood that all terms of the contract are strictly confidential*

AGREED AND ACCEPTED:

Jenn Sterger
 Print Name
 Jennifer Sterger

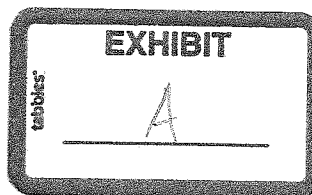
Phil Reese
 Print Name
 Phil Reese
 CEO
 PR/PR

[Signature]
 Signature

[Signature]
 Signature

12/11/09
 Date

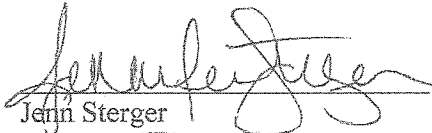
12/11/09
 Date



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Dated: January 11, 2011
New York, N.Y.


Jenn Sterger


Phillip Reese

Jacklyn May

