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[Handwritten Signature]

GEORGIA
FULTON COUNTY

STATE COURT OF FULTON COUNTY
(Civil Division)

TERRY BOLLEA, professionally known as

"Hulk Hogan" and "Hollywood Hogan,"

(Plaintiff's Name and Address)

vs.

WORLD CHAMPIONSHIP WRESTLING, INC.

and VINCE RUSSO

(Defendant's Name and Address)

SUMMONS

TO THE ABOVE NAMED-DEFENDANT:

You are hereby required to file with the Clerk of said court and to serve a copy on the Plaintiff's Attorney, or on Plaintiff if no Attorney, to-wit:

John L. Taylor, Jr., Esq.
Chorey, Taylor & Feil

(Name)

The Lenox Building, Suite 1700

(Address)

3399 Peachtree Road, N.E.

(Phone No.) Atlanta, GA 30326-1148

(404) 841-3200

TYPE OF SUIT	AMOUNT OF SUIT
<input type="checkbox"/> Account	Principal \$ _____
<input checked="" type="checkbox"/> Contract	Interest \$ _____
<input type="checkbox"/> Note	Atty Fees \$ _____
<input type="checkbox"/> Tort	Ct. Costs \$ _____
<input type="checkbox"/> Trover	
<input type="checkbox"/> Special Lien	
<input type="checkbox"/> Foreign Judgment	
<input type="checkbox"/> Personal Injury	
to be determined at trial	

NEW FILING

REFILING

PREVIOUS CASE NO. _____

an answer to the complaint which is herewith served on you, within (30) days after service on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint, plus cost of this action.

This 8-1-00

[Handwritten Signature: K Wood]

Deputy Clerk

DEFENSE MAY BE MADE, AND JURY TRIAL DEMANDED, if desired, in the Clerk's Office at 30100, 185 Central Avenue, SW, (Between MLK, Jr. Drive and Mitchell Street), Atlanta, Georgia 30303.

If the sum claimed in the suit, or value of the property sued for, is \$300.00 or more Principal, the defendant must admit or deny the paragraphs of plaintiff's petition by making written Answer. Such paragraphs undenied will be taken as true. If the plaintiff's petition is sworn to, or if suit is based on an unconditional contract in writing, then the DEFENDANT'S ANSWER MUST BE SWORN TO.

If the principal sum claimed in the suit, or value of the property sued for, is less than \$300.00 and is on a note, unconditional contract, account sworn to, or the petition sworn to, defense must be made by filing a sworn Answer setting up the facts relied on as a defense.

SERVED: This _____ day of _____, 19_____.

DEPUTY MARSHAL STATE COURT OF FULTON COUNTY

(Staple to front of SERVICE COPY of complaint)

RUSH
IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

TERRY BOLLEA, professionally known as)	
"Hulk Hogan" and "Hollywood Hogan",)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION
)	
)	FILE NO. _____
WORLD CHAMPIONSHIP WRESTLING, INC.)	
and VINCE RUSSO,)	
)	
Defendants.)	
_____)	

COMPLAINT

COMES NOW Plaintiff Terry Bollea, professionally known as "Hulk Hogan" and "Hollywood Hogan" (hereinafter referred to as "Hogan"), and hereby files this his Complaint against Defendant World Championship Wrestling, Inc. (hereinafter referred to as "WCW") and Defendant Vince Russo, and shows this Honorable Court as follows:

Parties and Jurisdiction

1.

Hogan is a professional wrestler and actor. Hogan has been described on Defendant WCW's website as "[t]he most recognizable wrestler in the world and a mainstream celebrity."

2.

Defendant WCW is a Georgia corporation that maintains its principal office in Fulton County, Georgia. WCW is subject to the jurisdiction and venue of this Court.

3.

Defendant Vince Russo is employed in a management capacity by Defendant WCW. As set forth below, Defendant Russo is a joint tortfeasor with Defendant WCW, and Defendant Russo is subject to the venue and jurisdiction of this Court.

The Contract

4.

Beginning in 1994, WCW has entered into a series of contracts with Hogan for his services as a professional wrestler and entertainer.

5.

The contract currently in effect between WCW and Hogan is set forth in a Letter Agreement dated May 29, 1998, as amended by a Letter Agreement dated April 7, 2000. The May 29, 1998 Letter Agreement, as amended by the April 7, 2000 Letter Agreement, is referred to herein as the "Agreement."

6.

Hogan owns the rights to his character and image as a professional wrestler and entertainer. These rights are extremely valuable based upon the talent, skills, and hard work that Hogan has invested in creating and developing his character and image over the course of his career.

7.

All of the contracts between WCW and Hogan, including the Agreement, have been drafted and designed to protect and enhance the value of the Hulk Hogan character and image as a professional wrestler and entertainer.

8.

Accordingly, the Agreement contains provisions designed to protect the valuable rights in the Hulk Hogan character and image and to avoid harming or otherwise devaluing the character that WCW itself describes as "the most famous pro wrestler in the world and a genuine American icon."

9.

The Agreement between WCW and Hogan provides that Hogan will promote, appear, wrestle and perform at a specified number of pay-per-view ("PPV") events (the "Events") during specified years of the Agreement. In the Agreement, WCW also agreed that Hogan "will be the featured wrestler at each of the Events."

10.

In addition to agreeing that Hogan will be the featured wrestler at each of the PPV Events in which he appears, WCW agreed to further terms designed to prevent the Hulk Hogan character from being used in ways that would devalue or otherwise damage the character and image in the eyes of the public. Accordingly, WCW agreed in the Agreement that Hogan would have certain rights to exercise creative control with respect to his performances.

The July 9 Event

11.

Hogan was scheduled to appear and perform at a WCW PPV Event to be held on July 9, 2000 in Daytona Beach, Florida (the "July 9 Event"). This Event was transmitted on a pay-per-view basis by way of cable and satellite television transmissions to viewers throughout the United States. WCW promoted this pay-per-view Event under the name and title "Bash at the Beach."

12.

In preparing for this Event, Hogan had meetings with Defendant Vince Russo and other WCW management personnel to discuss Hogan's appearance and participation in the July 9 pay-per-view Event. Hogan was informed that he was scheduled to perform in a match with a wrestler known as Jeff Jarrett. Jarrett was the current World Heavyweight Champion at WCW, and the match between Hogan and Jarrett was to be a main event match for the World Heavyweight Championship Title.

13.

As initially conceived by WCW, the plan for Hogan to wrestle Jarrett for the title at the July 9 Event called for Hogan to be the "featured wrestler" at the Event, in accordance with WCW's Agreement. This would be accomplished by having the Hogan/Jarrett match be the culminating ("main event") match for the Event, with the match to be a contest for the championship title.

14.

On the day of the July 9 Event, Hogan learned that Defendants WCW and Russo had rescheduled his match so that it was no longer the "main event" and instead had been scheduled as the third match from the end of the program. Hogan would therefore no longer be the "featured wrestler" at the Event, contrary to WCW's obligations under the Agreement.

15.

Hogan expressed his concerns about these changes to Defendant Russo. Hogan expressed concern that Russo and WCW had not come up with any plans to use the match to further or create storylines that would protect and promote the Hulk Hogan character and image as a professional wrestler and entertainer.

16.

After discussions between the parties, Defendant Russo gave directions for the Hogan/Jarrett match. Pursuant to Russo's directions, there was to be no actual wrestling, but instead the Jarrett character would be ordered to "lay down" in the ring so that Hogan would win by default and would leave the ring with the title belt. Russo told Hogan that the title would thereafter be declared vacant, so that a tournament for the title could be held, which would lead to the return of Hogan as the real WCW champion.

17.

However, Russo, in stating this plan to Hogan, secretly had no intention of following this plan, but instead intended to take actions in conjunction with the Hogan/Jarrett match that would defame and devalue the Hulk Hogan character and image. Despite WCW's obligations in the Agreement regarding Hogan's creative control rights, Defendant Russo did not notify Hogan of his secret intentions regarding the match or ask Hogan for his consent to those secret intentions. Defendant Russo's representations to Hogan regarding the match were false and were intended to deceive Hogan into appearing and performing at the match, under conditions that would violate WCW's obligations under the Agreement.

18.

At the July 9 Event, at the start of the scheduled Hogan/Jarrett match, Hogan and Jarrett appeared in the ring. When the match was due to commence, Jarrett lay down in the middle of the ring and refused to wrestle Hogan, in accordance with instructions that Jarrett had been given by Defendant Russo. As a result, there was no match, and Hogan was declared the winner by default and left the ring with the title belt.

19.

Immediately after Hogan left the ring, Vince Russo appeared in the ring and made a lengthy speech disparaging, ridiculing, and defaming Hogan. A transcript of the speech delivered by Defendant Russo is attached hereto and incorporated herein by reference as Exhibit A. This speech was broadcast by Defendant WCW by means of cable and satellite television transmission to viewers throughout the United States.

20.

Although speeches that are disparaging and defamatory in tone and content are often delivered at wrestling events, these speeches are normally designed to advance appropriate storylines, to cause the wrestling fans to either like or dislike particular wrestlers in order to enhance interest in their performances, and otherwise to promote and advance interest in the characters and images of the performers involved. However, Vince Russo's speech regarding Hogan at the July 9 Event was not of this character.

21.

In his speech against Hogan at the July 9 Event, Defendant Russo deliberately and intentionally made false statements and charges against Hogan in reference to his profession that were calculated to injure Hogan in his profession, and particularly to injure the Hulk Hogan character and image as a professional wrestler and entertainer.

22.

In his speech against Hogan, Defendant Russo asserted that Hogan was a "goddamn politician" and that Hogan "doesn't give a shit about this company." These statements are false and defamatory, and cast Hogan in a false light.

23.

In his speech against Hogan, Vince Russo asserted that: "All day long I'm playing politics with Hulk Hogan, because Hulk Hogan tonight wants to play his creative control card. And to Hulk Hogan, that means that tonight, in the middle of this ring, when he knew it was bullshit, he beats Jeff Jarrett." Defendant Russo thereby asserted, through innuendo, that Hogan knew that the character "Hulk Hogan" would not normally be expected to defeat the character known as "Jeff Jarrett." This assertion is false and defamatory, and designed to defame and disparage the character and image of Hulk Hogan.

24.

In his speech against Hogan, Defendant Russo asserted that "Hogan got his belt, and he went the hell home, and I promise everybody or else I'll go in the goddamn grave – you will never see that piece of shit again." Defendant Russo thereby asserted, through innuendo, that Hogan has been fired from WCW, which assertion is false and defamatory, and places Hogan in a false light.

25.

In his speech against Hogan, Vince Russo compared Hogan unfavorably with other wrestling characters, thereby asserting, through innuendo, that Hogan is unworthy of respect in various ways, including assertions that Hogan "rips off" the wrestling fans in the audience, that Hogan does not "bust his ass" like other wrestling characters, and that Hogan is not "deserving" like other wrestling characters. These assertions are false and defamatory, and are calculated to defame and devalue the character and image associated with Hulk Hogan.

26.

In his speech against Hogan, Vince Russo declared that, despite Hogan's victory by default, the wrestling character known as "Jeff Jarrett" is "still the official WCW Champion." This outcome directed by Defendants Russo and WCW was in breach of Hogan's creative control rights under the Agreement. Russo and WCW directed this outcome, in order to further defame and devalue Hulk Hogan's character and image.

27.

In his speech against Hogan, Vince Russo further declared that the "Jeff Jarrett" character would defend the title at the last match of the night against the character known as "Booker T." As arranged and directed by WCW and Russo, the final match at the July 9 Event was a championship match between Jarrett and Booker T, at which the "Booker T" character was permitted to win the championship title from the "Jarrett" character. By arranging the Event in this manner, WCW and Russo breached and violated the Agreement with Hogan in which it had been agreed that Hogan was to be the featured wrestler at each of the Events. This action was taken in a further effort to defame and devalue Hulk Hogan's character and image.

COUNT ONE

(Breach of Contract)

28.

As set forth above, WCW breached its Agreement with Hogan.

29.

The breaches of the Agreement by WCW include the failure to make Hogan the featured wrestler at the July 9 Event, and the breach of Hogan's right to exercise creative control.

30.

The nature of WCW's breaches of the Agreement is such that WCW's actions will cause irreparable harm to Hogan and to his character and image. By failing and refusing to make Hogan the featured wrestler and by denying him his rights to exercise creative control so that WCW is able to defame and devalue the Hulk Hogan character and image, Hogan has been deprived of an essential benefit of the Agreement that was promised to him by WCW.

31.

WCW's wrongful actions constitute a repudiation of their essential obligations under the Agreement, such that Hogan should not be required to perform further under the Agreement in order to prevent further irreparable harm and damage to his character and image. Hogan is entitled to recover damages from WCW for breach and anticipatory repudiation, including, but not limited to the payment of all remaining sums owed now and in the future under the Agreement.

32.

By its actions set forth above, WCW has acted in bad faith, has been stubbornly litigious, and has caused Hogan to incur unnecessary trouble and expense, such that Hogan should be awarded the costs of this action, including his attorney's fees.

COUNT TWO

(Defamation/False Light)

33.

Hogan realleges the foregoing paragraphs of this Complaint as if set forth fully herein.

34.

On information and belief, WCW expressly directed and authorized Defendant Russo to utter and deliver his speech against Hogan at the July 9 Event as described above ("Russo's Speech").

35.

WCW actively caused and arranged for Russo's Speech against Hogan as described above to be transmitted by cable television and satellite broadcast to viewers throughout the United States.

36.

As set forth above, Russo's Speech was false and defamatory towards Hogan, and wrongfully disparaged and devalued Hulk Hogan's character and image.

37.

WCW and Russo caused Russo's Speech to be uttered and published containing false charges against Hogan in reference to his trade, office, and profession, which false charges were calculated to injure him in his trade, office, and profession.

38.

Defendants WCW and Russo uttered, delivered, and broadcast the Russo Speech intentionally, maliciously, and with the deliberate purpose of causing damage and harm to Hogan and to his character and image. As set forth above, the assertions about Hogan in the Russo Speech were false and defamatory, and WCW and Russo both had actual knowledge of the falsity and defamatory nature of the assertions in the Russo Speech. By uttering, delivering, and broadcasting the Russo Speech, WCW and Russo caused Hogan to be placed in a false light before the public, with the intention of causing damage and injury to Hogan and to his character and image.

As a result of the foregoing actions, Hogan has suffered damages that he is entitled to recover from WCW and Russo, jointly and severally.

In engaging in the foregoing actions, Defendants WCW and Russo have acted in bad faith, have been stubbornly litigious, and have caused Hogan unnecessary trouble and expense, such that Hogan is entitled to recover his costs from WCW and Russo, jointly and severally, including his attorney's fees.

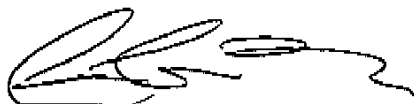
JURY DEMAND

Hogan hereby demands trial by jury on all issues so triable.

WHEREFORE, Plaintiff Hogan respectfully prays that the Court grant the following relief:

- (a) A judgment against Defendants WCW and Russo, jointly and severally, for damages in an amount to be proven at trial;
- (b) A judgment against Defendant WCW declaring and adjudging that WCW has repudiated its obligations under the Agreement such that Hogan is no longer required to perform under the Agreement and awarding Hogan his damages against WCW, including, but not limited to the amounts promised by WCW under the Agreement;
- (c) A judgment against Defendants WCW and Russo, jointly and severally, for punitive damages in an amount to be determined in the enlightened conscience of the jury;
- (d) A judgment for costs and the expenses of this litigation, including attorney's fees, against Defendants WCW and Russo, jointly and severally; and
- (e) Such other and further relief as may be just.

Respectfully submitted,



Attorney for Plaintiff, Terry Bollea,
professionally known as "Hulk Hogan" and
"Hollywood Hogan"

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EXHIBIT A

Transcript of Vince Russo Speech Pay-per-view Broadcast – July 9, 2000

There's only one way for me to do this, and that's for me to tell it like it is.

You know, three weeks ago, I left WCW . . .

Three weeks ago, I left WCW and quite frankly, I didn't know if I was gonna come back. And the reason I didn't know if I was gonna come back or not, is because from day 1, that I've been in WCW, I've done nothing, NOTHING but deal with the bullshit of the politics behind that curtain.

The fact of the matter is, I've got a wife, I've got three kids at home, and I really don't need this shit. But lemme tell you the reason why I did come back. I came back for every one of the guys in that locker room that week in week out bust their ass for WCW.

I came back for the Booker Ts!

I came back for every single guy in MIA!

I came back for the Animals, I came back for Jarrett, I came back to the guys behind that curtain that give a shit about this company! And lemme tell you who doesn't give a shit about this company: that god damn politician Hulk Hogan!

Lemme tell you people what happened out here in this ring tonight. All day long I'm playing politics with Hulk Hogan, because Hulk Hogan tonight wants to play his creative control card. And to Hulk Hogan, that meant that tonight, in the middle of this ring, when he knew it was bullshit, he beats Jeff Jarrett.

Well guess what, Hogan got his wish. Hogan got his belt, and he went the hell home, and I promise everybody or else I'll go in the god damn grave – you will never see that piece of shit again.

But I also, I sat out there in the people just like you, and I know you paid good money to come here tonight, and nobody is going to be ripped off here tonight.

So Hulk Hogan now has the WCW belt, and Hulk, let's refer to that as the Hulk Hogan Memorial belt, because from here on in, that belt don't mean shit!

Because there will be a new WCW belt and as far as I'm concerned, that belt still belongs to the one guy that busts his ass week in and week out in the middle this ring, and you people can love him and hate him, but he doesn't screw anybody back there, and that's Jeff Jarrett.

Now hold on a minute, Jeff Jarrett is still the official WCW Champion, BUT, he will defend that title here in the ring tonight. And he will defend that title, against the son of a bitch back there who for 14 years has been busting his ass in WCW and can't get a god damn break because of the Hulk Hogans.

And I'm talking about Booker T!

Booker T and Jeff Jarrett are the two reasons I'm in this damn stinkin business to begin with. So tonight in this ring, for the WCW Title, two deserving guys, Jarrett and Booker will compete for the WCW and they'll tear this god damn house down.

And Hogan you big bald son of a bitch . . . KISS MY ASS!