

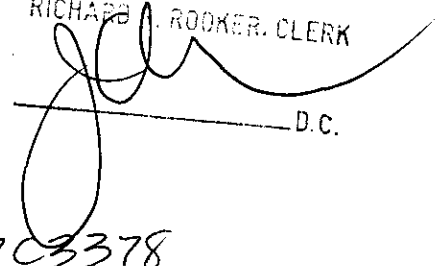
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FILED

IN THE CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, NASHVILLE, DAVIDSON COUNTY

2007 NOV 16 AM 9:11

RICHARD B. ROOKER, CLERK



D.C.

BENJAMIN WINANS,)
)
)
 plaintiff,)
)
)
 vs.)
)
)
 ERIC PETERSON,)
)
)
)
 defendant.)

Case No. 07C3378

JURY DEMAND

COMPLAINT

Plaintiff, Benjamin Winans, brings this action to recover compensatory and punitive damages resulting from the breach of management contract, breach of fiduciary duty and fraud of the defendant, Eric Peterson. In support of his claims, Mr. Winans will prove:

1. The plaintiff, Benjamin Winans a/k/a BeBe Winans, is a resident of Brentwood, Williamson County, Tennessee.
2. The defendant, Eric Peterson, is a resident of and maintains his business office in Nashville, Davidson County, Tennessee.
3. Mr. Winans is a performer and recording artist with a national reputation. As a result, Mr. Winans is frequently on the road performing and requires assistance in managing his business affairs.

4. In or around early 2002, the defendant Mr. Peterson represented to Mr. Winans that he was engaged in business as a business manager for clients in positions similar to that of Mr. Winans and that he, Mr. Peterson, wished to perform such services for Mr. Winans. Mr. Peterson represented that through his business he provided business, trust and personal administration services. In connection with his solicitation, Mr. Peterson represented to Mr. Winans that he would handle Mr. Winans business affairs in an appropriate and professional way in the manner in which such services were provided by other professionals offering such services. As part of his representations, Mr. Peterson represented to Mr. Winans that he would properly manage Mr. Winans' bank accounts and collections, maintaining Mr. Winans' funds in separate bank accounts.

5. These representations were false when made. In fact, Mr. Peterson makes his living by conning clients into giving Mr. Peterson control over their funds for the purpose of diverting those funds to Mr. Peterson's own use. At the time Mr. Peterson represented himself to be a reputable business manager, he was in fact planning to divert Mr. Winans' money to his own purposes.

6. Not knowing of Mr. Peterson's false representations, Mr. Winans agreed to hire Mr. Peterson to provide business, trust and personal administration

services for Mr. Winans. The parties agreed that in exchange for these services, Mr. Peterson would receive a fee of \$2,500 per month.

7. Mr. Winans is not sophisticated in business affairs and, prior to 2007, was not aware that Mr. Peterson's representations had been false or that Mr. Peterson had been abusing their relationship. In 2007, however, Mr. Winans learned that Mr. Peterson had been stealing from him.

8. For example, in February 2002, Mr. Peterson induced Mr. Winans to execute a power of attorney, representing that it was required to permit Mr. Peterson to perform his services. (A copy of the power of attorney is attached as Exhibit A to this complaint.) In fact, on December 31, 2004, Mr. Peterson used the power of attorney to execute a promissory note purporting to obligate Mr. Winans to pay Mr. Peterson himself the sum of \$150,000. (A copy of the promissory note is attached as Exhibit B.)

9. In addition, Mr. Peterson opened a line of credit at Wachovia Bank in the name of Mr. Winans, but diverted the proceeds from the line of credit to himself.

10. Upon learning that Mr. Peterson had been stealing from him, Mr. Winans terminated the contract with Mr. Peterson, retained a new business manager and requested that Mr. Peterson turn over all records relating to Mr.

Winans. The records produced, however, are not adequate to produce an accurate accounting of the handling of Mr. Winans.

11. Nor has it been possible, as of the date of filing this complaint, to determine the amount of Mr. Winans' funds that were diverted by Mr. Peterson over the five-year course of their relationship.

12. It is possible, however, to state that Mr. Peterson has intentionally and maliciously abused the relationship he established with Mr. Winans, with the result that Mr. Winans has suffered substantial financial damage.

13. The conduct of Mr. Peterson constitutes fraud.

14. The conduct of Mr. Peterson constitutes breach of contract.

15. The conduct of Mr. Peterson constitutes breach of fiduciary duty.

16. The conduct of Mr. Peterson constitutes conversion of funds that were the property of Mr. Winans.

17. The conduct of Mr. Peterson was intentional, fraudulent, malicious and/or reckless so as to justify an award of punitive damages.

THEREFORE, plaintiff, Benjamin Winans, respectfully asks that this matter be tried by a jury of six (6) and that the Court grant him the following relief:

1. Enter an order requiring the defendant to provide a full and complete accounting of all funds received by the defendant in connection with Mr. Winans,

including but not limited to collections from third parties and loan proceeds from loans established in the name of Mr. Winans.

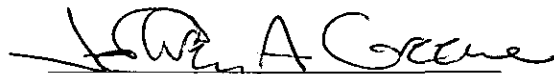
2. Enter judgment for compensatory damages in an amount to shown at trial, not to exceed \$3,000,000.00.

3. Enter judgment for punitive damages in the amount of \$3,000,000.00.

4. Grant such other relief as may be just.

Dated: November ~~9~~¹⁶, 2007

Respectfully submitted,



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