

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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HARVEY WEINSTEIN, WEINSTEIN LIVE
ENTERTAINMENT, FINDING NEVERLAND
USA LLC

Plaintiffs,

Index No. 652937/2025

VERIFIED COMPLAINT

-against-

NETWORKS PRESENTATIONS LLC,
NATIONAL ARTIST MANAGEMENT
COMPANY, FNL TOURING LLC

Defendant.
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Plaintiffs, HARVEY WEINSTEIN, WEINSTEIN LIVE ENTERTAINMENT, FINDING NEVERLAND USA LLC (“Plaintiffs”), by their undersigned counsel, as and for their complaint against Defendants NETWORKS PRESENTATIONS LLC, NATIONAL ARTIST MANAGEMENT COMPANY, FNL TOURING LLC (“Defendants”), allege as follows:

INTRODUCTION

1. This action arises out of a tour throughout the United States of a musical entitled *Finding Neverland* (the “Play”), in which Plaintiff is entitled to a fifty percent (50%) ownership interest.

2. “Finding Neverland”¹ is a musical with music and lyrics by Gary Barlow and Eliot Kennedy, and a book by James Graham, adapted from the 1998 play “The Man Who Was Peter Pan” by Allan Knee and its 2004 film adaptation, “Finding Neverland.”

¹ [https://en.wikipedia.org/wiki/Finding_Neverland_\(musical\)](https://en.wikipedia.org/wiki/Finding_Neverland_(musical))

3. According to Plaintiffs, they only recently learned that Defendants retained for themselves an unauthorized payment equal to four percent (4%) of the gross proceeds of the Play and failed to account for or remit Plaintiffs' share thereof.

4. This four percent (4%) of the gross is believed to have totaled at least four million six hundred thousand dollars (\$4,600,000), of which Plaintiff is entitled to no less than two million three hundred thousand dollars (\$2,300,000), plus interest.

5. Plaintiff brings this action to address this and other discrepancies in the accounting and revenue sharing of the Play, which are expected to be revealed in the course of discovery.

PARTIES

6. Plaintiff Harvey Weinstein is an American former film producer and a co-founder of The Weinstein Company, a mini-major film studio.

7. Plaintiff Weinstein Live Entertainment LLC ("WLE") is a limited liability company incorporated in the State of Delaware.

8. Plaintiff Finding Neverland USA LLC is a limited liability company incorporated in the State of Delaware.

9. Defendant NETworks Presentations LLC ("NETworks²") is a limited liability company organized under the laws of the State of Maryland, with its principal place of business located at 7135 Minstrel Way, Suite 105, Columbia, Maryland 21045.³

10. Defendant National Artists Management Company Inc. ("NAMCO") is a corporation incorporated under the laws of the State of New Jersey, registered to do business in the State of New York, with its registered agent listed as Loeb & Loeb LLP, Attn: Stan Schick,

² <http://www.networkstours.com%E2%80%9D>

345 Park Avenue, New York, New York 10154.⁴

11. FNL Touring LLC is a Maryland limited liability company, with principal place of business at 7135 Minstrel Way Suite 105 Colombia MD 21045.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the parties and subject matter pursuant to CPLR §§ 301 and 302.

13. Venue is proper in New York County pursuant to CPLR § 503, as the transactions and occurrences giving rise to this action took place in this County, and the parties reside or conduct business here.

FACTUAL BACKGROUND

14. In the summer of 2015, Defendants NETworks and NAMCO, on the one hand, and Plaintiff WLE, on the other hand, negotiated terms for a tour of the Play, which were memorialized in a deal memo dated August 27, 2015 (the “Deal Memo,” *see* Exhibit A), a true and correct copy of which is annexed hereto as Exhibit A.

15. Subsequent to the Deal Memo, Defendants circulated additional agreements, including a “License Agreement” dated August 30, 2016 (*see* Exhibit B) and a “Producer Agreement” dated August 31, 2016 (*see* Exhibit C), which named Plaintiffs as parties and purported to govern aspects of the Play’s production and licensing; however, neither agreement was ever executed by Plaintiffs.

16. Under the License Agreement (*see* Exhibit B), Plaintiff Finding Neverland USA LLC was designated as the “Licensor,” while Defendant FNL Touring LLC was identified as the “Producer” (*id.* at p. 1). The agreement provided that Licensor would receive, for each week of

⁴ <https://www.namcousa.com/>

performances, a nonrefundable pre-recoupment Minimum Weekly Advance of four thousand dollars (\$4,000), prorated for partial weeks and recoupable from a twenty percent (20%) share of Net Profits (*id.* ¶6.1.1). The Minimum Weekly Advance was to be paid no later than twenty-one (21) days following the applicable performance week and was to be accompanied by statements sufficient to confirm the accuracy of the payment (*id.* ¶7.1).

17. Additionally, the Producer was required to maintain true, complete, and accurate books and records pertaining to the Tour and related financial matters during the term of the agreement and for a period of three (3) years thereafter (*id.* ¶8).

18. Under the Producer Agreement (*see* Exhibit C), Plaintiffs Harvey Weinstein and Weinstein Live Entertainment LLC were entitled to, among other consideration: a weekly consulting fee of three thousand seven hundred fifty dollars (\$3,750), prorated for partial weeks based on an eight (8) performance week; a guaranteed weekly minimum of two thousand dollars (\$2,000), also prorated and recoupable against 4.85% of Weekly Operating Profit, subject to the terms set forth in Exhibit E to the agreement; and a share of Net Profits equal to twenty-seven and one-half percent (27.5%). “Net Profits,” as defined in the agreement, refers to the excess, if any, of aggregate gross receipts over aggregate production expenses, running expenses (including NETworks’ prerecoupment fees), and other costs, after deducting Net Profits shares payable to the Tour’s royalty pool participants and the licensor. Net Profits payable to Plaintiffs were to be distributed at the same time and in the same manner as they were distributed to Defendant FNL Touring LLC (*see id.* ¶3(a)–(c)).

19. Neither the License Agreement nor the Producer Agreement was ever executed by any of the Plaintiffs.

20. For a period of time, Defendants made the required compensation payments to

Plaintiffs; however, they have since ceased such payments and, upon information and belief, continue to owe Plaintiffs compensation pursuant to the relevant agreements.

21. Plaintiffs have made multiple demands for the compensation owed, as well as for accountings related to the Play. To date, Defendants have merely provided certain accounting documents related to the Play.

22. Plaintiffs seek to conduct a comprehensive audit of all income and expenses associated with the Play.

FIRST CAUSE OF ACTION

(Breach of Contract)

23. Plaintiffs repeat and reallege each and every allegation set forth in the previous paragraphs as if they were set forth at length herein.

24. Plaintiffs and Defendants entered into a valid and binding Agreement, namely the Deal Memo.

25. Plaintiffs fully performed under the Deal Memo.

26. Defendants have breached the Agreement by refusing to remit agreed-upon payments and accounting statements.

27. Defendants have further failed to return the remaining Collateralized Work or the excess proceeds of the same, and unlawfully retained the Uncollateralized Loans.

28. As a result of the foregoing, Plaintiffs sustained damages in an amount to be determined at the time of trial, but which shall be no less than Two Million Three Hundred Thousand Dollars (\$2,300,000), plus prejudgment interest, costs and disbursements of the action, and such other relief as the Court deems just and proper.

SECOND CAUSE OF ACTION

(Conversion)

29. Plaintiffs repeat and reallege each and every allegation set forth in the previous paragraphs as if they were set forth at length herein.

30. Plaintiffs maintain a superior right over the revenues owed to them per the parties' Agreement.

31. Defendants have intentionally and wrongfully taken control over the revenues owed to Plaintiffs.

32. As a result of the foregoing, Plaintiffs sustained damages in an amount to be determined at the time of trial, but which shall be no less than Two Million Three Hundred Thousand Dollars (\$2,300,000), plus prejudgment interest, costs, and disbursements of the action, and such other relief as the Court deems just and proper.

THIRD CAUSE OF ACTION

(Unjust Enrichment)

33. Plaintiffs repeat and reallege each and every allegation set forth in the previous paragraphs as if they were set forth at length herein.

34. Over the course of their business relationship, Plaintiffs provided extensive expertise in production, sourcing, coordination, and financing services at the request of Defendants.

35. Defendants knowingly accepted and retained the benefit of these services without paying the full amounts due under the parties' agreement.

36. Despite repeated requests, Defendants failed to remit payment, while continuing to produce and tour the Play.

37. Defendants' conduct resulted in direct and foreseeable losses to Plaintiff.

38. Under the circumstances, it would be unjust and inequitable to allow Defendants to retain the benefit of Plaintiffs' labor, expertise, and coordination without paying for the value conferred.

39. As a result of the foregoing, Plaintiffs sustained damages in an amount to be determined at the time of trial, but which shall be no less than Two Million Three Hundred Thousand Dollars (\$2,300,000), plus prejudgment interest, costs, and disbursements of the action, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Defendants jointly and severally on all claims, as follows:

(a) On the First Cause of Action an award of compensatory damages in an amount to be determined at trial but not less than Two Million Three Hundred Thousand Dollars (\$2,300,000);

(b) On the Second Cause of Action an award of compensatory damages in an amount to be determined at trial but not less than Two Million Three Hundred Thousand Dollars (\$2,300,000);

(c) On the Third Cause of Action an award of compensatory damages in an amount to be determined at trial but not less than Two Million Three Hundred Thousand Dollars (\$2,300,000);

(d) Award pre-judgment and post-judgment interest as permitted by law;

(e) Award Plaintiff its reasonable attorneys' fees, costs, and disbursements incurred in prosecuting this action; and

(f) Grant such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 5, 2025

HANTMAN & ASSOCIATES

By: /s/ Robert Hantman

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VERIFICATION

I, Robert J. Hantman, Esq., pursuant to CPLR 3020 (3) as true verify that I have read and know the contents of the foregoing Verified Complaint and after reviewing the same with the Plaintiff, confirmed the same is true based Plaintiff's verified representations. I make this verification instead of the Plaintiff as he is located in not in the county where I maintain an office.

I affirm this 5th day of August, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceedings in a court of law.

By: /s/ Robert J. Hantman, Esq.