

AUG 28 2017

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DEPUTY CLERK

PARNES LAW FIRM, PLLC
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Attorneys for Plaintiff

SHAWNA MORGAN,

Plaintiff,

v.

**WILLIE MAXWELL II A/K/A
"FETTY WAP", FETTY WAP
TOURING INC. AND RGF
PRODUCTIONS INC. D/B/A
GOODFELLA4LIFE ENT,**

Defendants

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

DOCKET NO. L-5834-17

COMPLAINT

DATE FILED	8/28/17			
BATCH #	009			
PAYMENT #	144327			
CA	CK	CC	MO	CG
PAYOR	<i>Parnes</i>			
AMOUNT	250			
OVER				

Plaintiff, Shawna Morgan ("Morgan"), through her undersigned counsel, by way of Complaint against defendants Willie Maxwell II a/k/a "Fetty Wap," ("Fetty") Fetty Wap Touring Inc. ("Fetty Touring") and RGF Productions, Inc. d/b/a Goodfella4life Ent ("RGF") (Fetty, Fetty Touring and RGF, collectively, "Defendants"), hereby says:

JURISDICTION AND VENUE

1. This Court has jurisdiction over Defendants because they are all residents of New Jersey, the cause of action arose out of Defendants' failure to pay Morgan, a resident of New Jersey, and Defendants knowingly issued false statements about Morgan, and caused harm to Morgan, in New Jersey.

2. Venue for this action properly lies in Bergen County, pursuant to R. 4:3-2(a), because Plaintiff Morgan resides in Bergen County, New Jersey.

THE PARTIES

3. Plaintiff Morgan is an individual who provided various business services to the

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Defendants.

4. Defendant Fetty is a New Jersey resident and a musical performer.

5. Defendant Fetty Wap Touring Inc. is a New Jersey corporation based in Hackensack, New Jersey that runs Fetty's touring operation.

6. Defendant RGF is a New Jersey corporation based in Newark, New Jersey that runs other aspects of Fetty's business operations.

FACTS

Defendants Owe Morgan \$242,703.21

7. Beginning in 2014, Morgan provided various services to Fetty through Fetty Touring and RGF in connection with their touring and performing activities, always at the specific request and direction of the Defendants.

8. Defendants agreed to pay Morgan a per-show fee of 5% or 10% of the booking fees for the shows, depending on her particular duties in connection with each show which were supervised by and directed by your clients.

9. In addition, Morgan was paid a one-time bonus by Fetty in 2016.

10. In addition to her compensation for the services she rendered, Morgan regularly paid out of her own pocket for travel and other expenses on behalf of Fetty and other individuals affiliated with the Defendants, for which Defendants agreed to reimburse her on a prompt and regular basis.

11. In late 2016 and early 2017, however, the reimbursement and commission payments to Morgan started to become delayed and eventually ceased with substantial balances due to Morgan.

12. Specifically, according to Morgan's detailed records, she is owed \$176,408.79 from Fetty Touring and \$66,294.42 from RGF, for a total balance due of \$242,703.21.

Rather than Paying Morgan What They Owed Her, Defendants Tried to Destroy Morgan's Reputation, Alleging that She Stole from Them and Other Clients

13. Beginning on August 6th and continuing over the subsequent days, a series of “news articles” reported that Defendants had claimed that Morgan committed fraud and stole hundreds of thousands of dollars from them. At least one such source – the popular entertainment gossip site www.TMZ.com, claimed to be in possession of a “Press Release” detailing those allegations.

14. On August 10, 2017, counsel for Morgan obtained a copy of a “press release,” which contained numerous false statements that included the following:

- a. Morgan “violated our policy of honesty”
- b. Morgan is in “direct violation of both law and best business practices”
- c. Morgan engaged in “double dipping,” having “received two fees, one directly from RGF, as well as a fee directly from the clients”
- d. Morgan was “withholding information to the decision makers within the firm.”
- e. Morgan was “[f]raudulently misrepresenting herself as upper management, Ms. Morgan was able to acquire additional business for personal gain.”
- f. Morgan “defamed RGF Productions by making hateful and ill willed comments towards RGF Productions and its individual members of management”

15. Each of the above published statements, and, upon information and belief similar statements made by Defendants in various ways and to various people, was false when made and remains false today.

16. Each of the above published statements, and, upon information and belief similar statements made by Defendants in various ways and to various people, has already caused actual, calculable damage to Morgan and will undoubtedly continue to harm her.

17. On August 11, 2017, counsel for Morgan wrote to counsel for the Defendants, placing

them on notice of the amounts Defendants owed Morgan, and demanding that they take steps to rectify the damage they had caused and were continuing to cause through their public lies about Morgan. Counsel for Morgan did not respond.

18. On August 17, 2017, counsel for Morgan spoke by telephone to the assistant for counsel for Defendants to confirm that his demand letter had been received. The assistant confirmed that the letter had been sent to the right email addresses, confirmed that she would advise Defendants' counsel that Morgan's counsel had called.

19. The assistant further asked that Morgan's counsel re-send the letter by email to the assistant, who said she would print it and hand it to Defendants' counsel to make sure he saw it. Morgan's counsel did as he was requested, but he has still never received any response from Defendants' counsel.

COUNT ONE
(Breach of Contract – against all Defendants)

20. Morgan repeats and realleges each and every allegation set forth above as if fully set forth herein.

21. Defendants hired Morgan to provide services to them in connection with Fetty's touring and performing activities.

22. In connection therewith, Defendants agreed to pay Morgan a percentage of the booking fees on all shows in connection with which she provided services.

23. In connection therewith, Defendants also instructed Morgan to pay for certain expenses on behalf of Fetty and other individuals, for which – they agreed – she would be promptly and completely reimbursed.

24. In early 2017, Defendants stopped compensating Morgan for her services, and stopped reimbursing her for the expenses she paid on behalf of Fetty and others.

25. Defendants' failures to pay Morgan constitute breaches of their agreements with her.

26. Defendants owe Morgan \$242,703.21, and Morgan has been damaged in that same amount.

COUNT TWO
(Defamation – against all Defendants)

27. Morgan repeats and realleges each and every allegation set forth above as if fully set forth herein.

28. Beginning in August 2017, Defendants began making public statements about Morgan that were false. The statements – at their core – falsely alleged that Morgan had stolen money from Defendants and from Defendants' clients.

29. These included – but are not limited to – the following statements in a written “press release” Defendants provided to TMZ, and similar statements Defendants made about Morgan in articles published by TMZ and others:

- a. Morgan “violated our policy of honesty”
- b. Morgan is in “direct violation of both law and best business practices”
- c. Morgan engaged in “double dipping,” having “received two fees, one directly from RGF, as well as a fee directly from the clients”
- d. Morgan was “withholding information to the decision makers within the firm.”
- e. Morgan was “[f]raudulently misrepresenting herself as upper management, Ms. Morgan was able to acquire additional business for personal gain.”
- f. Morgan “defamed RGF Productions by making hateful and ill willed comments towards RGF Productions and its individual members of management”

30. Each of these false statements is of such a serious nature that it constitutes defamation *per se*.

31. Even if each of these false statements did not constitute defamation *per se*, Morgan has suffered actual damages as a direct result of these statements.

32. Morgan's damages include – but are in no way limited to – at least one specific business opportunity where Morgan was told in writing that the counterparty was declining to work with her because of the public statements Defendants made about Morgan.

33. Morgan has been damaged in an amount to be determined at trial.

COUNT THREE
(Injunctive Relief – against all Defendants)

34. Morgan repeats and realleges each and every allegation set forth above as if fully set forth herein.

35. As discussed above, Defendants have made public false statements about Morgan that have already caused serious damage to her and her career.

36. Defendants should be made to do whatever is in their power to reverse the damage they have already caused, including but not limited to:

- a. Publicly retracting the false statements they have made about Morgan;
- b. Asking each of the publications that published the false statements about Morgan to publish corrections as to each of the false statements; and
- c. Placing advertisements in prominent entertainment publications designed to clear Morgan's name in the public sphere.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants Willie Maxwell II a/k/a "Fetty Wap," Fetty Wap Touring Inc. and RGF Productions, Inc. d/b/a Goodfella4life Ent as follows:

- a. For an order that Defendants have breached their contractual obligations to

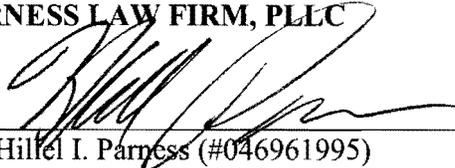
Morgan;

- b. For an order that Defendants immediately pay Morgan what she is owed under their contractual obligations to her, currently calculated to be 242,703.21;
- c. For an order that Defendants have defamed Morgan by publishing false statements about her and damaging her;
- d. For an order that Defendants immediately publicly retract their false statements about Morgan;
- e. For an order that Defendants take affirmative steps to minimize the damage they have already cause to Morgan;
- f. For an order that Defendants compensate Morgan for the damage they have caused her by publishing false statements about her;
- g. For an award of attorneys' fees and costs; and
- h. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

DATED: August 28, 2017

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