

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

ROYAL PROPERTY AGENCY, LTD

Plaintiff/Petitioner,

- against -

Index No. _____

JUDY HANSEN, individually and JUDY HANSEN
DBA HANSEN LITERARY AGENCY and HANSEN
LITERARY MANAGEMENT, LLC

Defendant/Respondent.

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the
accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb
of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that
Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of
documents with the County Clerk and the court and for the electronic service of those documents, court documents,
and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a
claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within
the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic
notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the
computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties
who choose not to participate in e-filing. For additional information about electronic filing, including access to Section
202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-
386-3033 or efile@courts.state.ny.us.

Dated: 2-21-17

(Signature)
(Name)
Gary Ajello, Esq.
(Firm Name)

2232 Brookside Ave (Address)
Yorktown, NY 10598

914-525-8373 (Phone)

Ajellogj@Yahoo.com (E-Mail)

To: Judith Hansen

242 Bronxville Rd Apt
02
Bronxville, NY 10708

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF WESTCHESTER

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Index No.

ROYAL PROPERTY AGENCY, LTD.

Plaintiff,

-against-

SUMMONS

JUDY HANSEN, Individually and
JUDY HANSEN
DOING BUSINESS AS
HANSEN LITERARY AGENCY AND
HANSEN LITERARY MANAGEMENT, LLC
Defendants,

venue based upon
Defendant's address:

242 Bronxville Rd. Apt D2
Bronxville, NY 10708

-----x

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of Westchester, at the office of the Clerk of said Court at 111 Dr. Martin Luther King Jr. Blvd. City of White Plains, County of Westchester, State of New York, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the attorneys for the plaintiff, within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Yorktown, New York
February 21, 2017

GARY AJELLO, ESQ.

By: 

Gary Ajello
Attorney for Plaintiff
2232 Brookside Ave.
Yorktown, New York 10598
914-525-8373

TO:

Jucy Hansen, Individually
24? Bronxville Rd. Apt D2
Bronxville, NY 10708

Hansen Literary Agency
24? Bronxville Rd. Apt D2
Bronxville, NY 10708

Hansen Literary Management, LLC
24? Bronxville Rd. Apt D2
Bronxville, NY 10708

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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ROYAL PROPERTY AGENCY, LTD.

Index No.

Plaintiff,

-against-

COMPLAINT

JUDY HANSEN Individually AND
JUDY HANSEN, DOING BUSINESS AS
HANSEN LITERARY AGENCY AND
HANSN LITERARY MANAGEMENT , LLC

Defendants,

-----X

Plaintiff, ROYAL PROPERTY AGENCY, LTD by its attorney, Gary Ajello, as and for their
complaint alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. Royal Property Agency, Ltd., a NY corporation (hereinafter referred to as "RPA"), with principal offices located at PO Box 494 Bronxville, NY 10708.
2. RPA engaged in the representation of intellectual property owners for the purposes of licensing.
3. On July, 29, 2001, RPA entered into a merchandise licensing agency agreement with Jesse Crumb.
4. Jesse Crumb had been assigned merchandising rights from his father, Robert Crumb known as R. Crumb, a world-famous artist.

5. It was the intent and purpose of the agreement that RPA would have exclusive rights to license the characters that had been created by R. Crumb for merchandise and certain media. Attached as Exhibit 1 is a copy of the agreement.
6. RPA's agency agreement contains a post-termination rights clause in paragraph 7 stating that "all deals initiated by RPA prior to termination shall remain covered by this agreement after such termination". see Ex 1.
7. Paragraph 4 of the agreement sets forth RPA's fee for its services at 1/3 (one -third) of all royalties generated pursuant to the agreement. See Ex 1.
8. Paragraph 13 of the agreement states that RPA was to account to Crumb for his share of the Royalties. See Ex 1.
9. RPA followed this practice for nearly a decade thereafter.
10. Soon after the original agency agreement was executed between RPA and Jesse Crumb, Jesse's father, R. Crumb, resumed management of his licensing rights.
11. R. Crumb then worked directly with RPA for approximately 9 years thereafter.
12. RPA and R. Crumb continued to adhere to the terms of the agency agreement that RPA had signed with Jesse Crumb.
13. In so doing, R. Crumb ratified the continuation of RPA's agency agreement.
14. This ratification included the practice of RPA collecting the proceeds from the licensee, deducting RPA's fee and sending the balance to R. Crumb
15. In June 2009, RPA executed a contract with KOT Apparel, Inc. ("KOT") to license Crumb's art for t-shirts and other clothing. See Ex 2.
16. R. Crumb had two other agents, one of which was Judy Hansen, doing business as Hansen Literary Agency, hereinafter referred to as "Hansen."

17. R. Crumb used the other agents for licensing his publishing rights in media such as books.
18. In or about January 2010, Crumb informed RPA by phone that he wished to terminate his relationship with RPA.
19. Exercising its post termination rights under the Crumb agency agreement, on June 12, 2011, RPA emailed KOT Apparel requesting an accounting to determine the amounts due to RPA. See Ex 3.
20. KOT did not respond.
21. At some point, RPA became suspicious that Hansen had entered into discussions with KOT Apparel to divert the KOT contract away from RPA.
22. During the period 2010 to 2014, RPA repeatedly reminded Crumb that it had post-termination rights.
23. RPA asked Crumb several times over an extended period if Hansen had diverted the KOT Apparel contract.
24. Crumb repeatedly denied to RPA that Hansen had diverted the KOT apparel contract away from RPA.
25. On August 29, 2011, RPA made another demand to KOT Apparel for an accounting. See Ex. 4.
26. KOT again did not reply.
27. Because of RPA's reliance on Crumb's repeated denials. RPA took no further action with respect to enforcing its rights in the KOT licensing agreement.
28. In April of 2014, RPA challenged Crumb to prove his denial was true by suggesting that they jointly contact and ask KOT. See Ex. 5.

29. Crumb finally admitted to RPA by email on 4/18/14 that Hansen had interfered with RPA's contract with KOT and that Hansen had diverted the contract away from RPA.

See Exhibit 6.

30. Therefore, Judy Hansen, Individually, without notice to RPA tortiously interfered with the contract that existed between RPA and KOT.

31. Plaintiff demands unspecified damages.

AS AND FOR A SECOND CAUSE OF ACTION

32. Plaintiff repeats and reiterates Paragraphs 1-31.

33. Therefore, Judy Hansen, doing business as Hansen Literary Agency, without notice to RPA tortiously interfered with the contract that existed between RPA and KOT.

34. Plaintiff demands unspecified damages.

AS AND FOR A THIRD CAUSE OF ACTION

35. Plaintiff repeats and reiterates paragraphs 1-34.

36. The KOT licensing agreement provided for a signing bonus of \$25,000. See attached exhibit 2, Schedule A, paragraph 6.

37. That signing bonus was paid by KOT to RPA.

38. The KOT licensing agreement also stipulates that KOT was additionally to pay minimum royalty guarantees to RPA. See ex 2, Schedule A, paragraph 6

39. The KOT Licensing agreement sets forth that the minimum royalties to be paid were \$12,000 in the first year, \$20,000 in the second year, and \$35,000 annually in years 3-10. see Ex. 2.
40. The KOT licensing agreement stipulates that payment of the minimum royalty guarantees by KOT to RPA is to be accelerated in the event of a termination by KOT of the licensing agreement. See Ex. 2, paragraph 9d
41. The actions by Judy Hansen Individually have terminated the agreement with KOT.
42. RPA demands payment from Hansen Individually of the accelerated minimum royalty payments that would otherwise have accrued from KOT but for her tortious interference with the agreement.
43. Plaintiff demands reimbursement for the accelerated amounts of \$277,000.00

AS AND FOR A FOURTH CAUSE OF ACTION

44. Plaintiff repeats and reiterates paragraphs 1-43
45. The actions by Judy Hansen doing business as Hansen Literary Agency have terminated the agreement with KOT.
46. RPA demands payment from Hansen Literary Agency of the accelerated minimum royalty payments that would otherwise have accrued from KOT but for its tortious interference with the agreement
47. Plaintiff demands reimbursement for the accelerated amounts of \$277,000.

AS AND FOR A FIFTH CAUSE OF ACTION

48. Plaintiff repeats and reiterates paragraphs 1-47
49. The KOT licensing agreement also stipulates that KOT was additionally to pay royalties to RPA. See ex 2, Schedule A, paragraph 5

50. After learning that Hansen had interfered with the KOT Apparel contract, RPA contacted Hansen on Oct 9, 2014 to protest the interference. See ex 7.
51. Hansen has never responded to RPA's communication.
52. Therefore, Hansen individually owes RPA as damages the Royalties paid from the date of the termination of the agreement with KOT to the present that would have otherwise accrued from KOT.

AS AND FOR A SIXTH CAUSE OF ACTION

53. Plaintiff repeats and reiterates paragraphs 1-52
54. Therefore, Hansen doing business as Hansen Literary Agency owes RPA as damages the Royalties paid from the date of the termination to the present that would otherwise have accrued from KOT.

AS AND FOR A SEVENTH CAUSE OF ACTION

55. Plaintiff repeats and reiterates paragraphs 1-54.
56. The KOT licensing agreement also states that KOT will pay interest at the rate of 1% per month (one percent per month) on late payments. See ex 2 Paragraph 3K
57. Plaintiff has made demand for the royalty payments and the minimum guarantees.
58. Plaintiff has not received any payments.
59. Had the contract not been interfered with, KOT would owe RPA the amount of \$102,000.00 (one hundred two thousand dollars) to date.
60. Therefore, due to her tortious interference, Hansen Individually owes RPA as damages the interest otherwise due by KOT to RPA in the amount of \$102,000.00 (one hundred two thousand dollars) to date.

61. Plaintiff demands from Judy Hansen Individually the back interest owed by KOT in the amount of \$102,000.00 (one hundred two thousand dollars) to date.

AS AND FOR A EIGHTH CAUSE OF ACTION

62. Plaintiff repeats and reiterates paragraphs 1-61.

63. Plaintiff demands back interest on all the monies owed by Judy Hansen doing business as Hansen Literary Agency in the amount of \$102,000.00 (one hundred two thousand dollars) to date.

AS AND FOR A NINTH CAUSE OF ACTION

64. Plaintiff repeats and reiterates paragraphs 1-63.

65. Plaintiff demands a full accounting of all the revenue earned by Hansen and Crumb from the KOT contract for the period June 9, 2009 to the present.

AS AND FOR A TENTH CAUSE OF ACTION

66. Plaintiff repeats and reiterates paragraph 1- 65.

67. Plaintiff demands the accumulated royalties based upon the accounting.

AS AND FOR A ELEVENTH CAUSE OF ACTION

68. Plaintiff repeats and reiterates paragraph 1- 67.

69. That KOT licensing agreement stipulates that termination would be in writing and made by personal delivery or certified mail in Paragraph 7a. see ex. 2.

70. The KOT licensing contract has never been terminated.

71. RPA's rights with respect to the KOT agreement therein remain in full force and effect.

72. The actions by Hansen constitute a tortious interference with the contract between RPA and KOT Apparel.

73. Plaintiff demands punitive damages against Judy Hansen, Individually.

AS AND FOR A TWELFTH CAUSE OF ACTION

74. Plaintiff repeats and reiterates paragraph 1- 73.

75. Plaintiff demands punitive damages against Judy Hansen, doing business as Hansen Literary Agency.

AS AND FOR A THIRTEENTH CAUSE OF ACTION

76. Plaintiff repeats and reiterates paragraph 1- 75.

77. Upon information and belief Hansen Literary Management, LLC was formed in 2014.

78. To whatever extent said LLC participated in any of the forgoing acts Plaintiff has been damaged them.

WHEREFORE Plaintiff, Royal Property Agency, Ltd. demands the following:

1. Unspecified damages because of the tortious interference with the Contract between Royal Property Agency, Ltd.(RPA) and KOT Apparel, Inc. by Judy Hansen Individually.
2. Unspecified damages because of the tortious interference with the Contract between Royal Property Agency, Ltd. (RPA) and KOT Apparel, Inc. by Judy Hansen doing business as Hansen Literary Agency.
3. Judy Hansen, Individually pay the minimum guarantees owed to RPA by KOT. The KOT Licensing agreement sets forth that the minimum guaranteed royalties to be paid were \$12,000 in the first year, \$20,000 in the second year, and \$35,000 annually in years 3-10 for a total base amount of \$277,000.

4. Judy Hansen, doing business as Hansen Literary Agency, pay the minimum guarantees owed to RPA by KOT. The KOT Licensing agreement sets forth that the minimum guaranteed royalties to be paid were \$12,000 in the first year, \$20,000 in the second year, and \$35,000 annually in years 3-10 for a total base amount of \$277,000.
5. Judy Hansen individually, pay all Royalties earned by RPA under the agreement with KOT from the termination to the present.
6. Judy Hansen, doing business as Hansen Literary Agency pay all Royalties earned by RPA under the agreement with KOT from the termination to the present.
7. Judy Hansen, Individually pay all interest due to RPA under the agreement with KOT from the termination to the present in the amount of \$102,000.00 (one hundred two thousand dollars) to date.
8. Judy Hansen, doing business as Hansen Literary Agency pay all interest due to RPA under the agreement with KOT from the termination to the present in the amount of \$102,000.00 (one hundred two thousand dollars) to date.
9. An accounting by Hansen for the revenue earned by KOT for the period June 9, 2009 to the present.
10. Royalties due to RPA from the contract with KOT based upon the accounting for the period June 9, 2009 to the present.
11. Punitive damages against Judy Hansen, Individually for the tortious interference with the contract.
12. Punitive damages against Judy Hansen, doing business as Hansen Literary Agency, for the tortious interference with the contract.

- 13. Damages against Hansen Literary Management, LLC to the extent they have participated in the acts enumerated.
- 14. Any and all relief that the Court may deem just and proper.

Dated: Yorktown, New York

Feb 20
~~Jan~~ 2017

Gary Ajello, Esq.
Attorney for Plaintiff

By: 

Gary Ajello, Esq.
2232 Brookside Ave.
Yorktown, N.Y. 10598
(914) 525-8373

VER FICATION -INDIVIDUAL

State of New York)
County of Westchester) ss.:

David Steinman

, being duly sworn deposes and says:

He is the Plaintiff in the above entitled action. He has read the foregoing

Sun mons and Complaint and knows the contents to be true of his own knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters he believes to be true.

State of New York) ss;

County of Westchester

On the 20th day of Feb 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Notary Public

GARY AJELLO
Notary Public, State of New York
No. 4660057
Qualified in Westchester County
Comm. Expires March 30, 18.

1/31/18

Index no Year 2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----x Index No.
ROYAL PROPERTY AGENCY, LTD.
 Plaintiff,

-against-

JUDY HANSEN, Individually and
JUDY HANSEN
DOING BUSINESS AS
HANSEN LITERARY AGENCY and
HANSEN LITERARY MANAGEMENT, LLC

Defendants,

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SUMMONS AND COMPLAINT

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GARY AJELLO, Esq.

Attorney for Plaintiff
Office address and Telephone No:
2232 Brookside Ave
Yorktown Heights, N.Y. 10598
914-525-8373

To

Signature _____ Rule 130-1.1-a
 Gary Ajello, Esq.

Service of a copy of the within _____ is hereby admitted.

Dated :

Attorney for

NOTICE OF ENTRY

SII: Please take notice that the within is a (certified) true copy of a
duly entered in the office of the Clerk of the within named Court on
Dated :

20

That an order