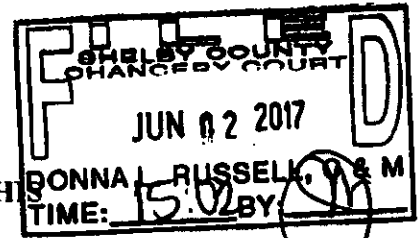


IN THE CHANCERY COURT
OF SHELBY COUNTY, TENNESSEE
FOR THE 30th JUDICIAL DISTRICT AT MEMPHIS



JERRY LEE LEWIS,

Plaintiff,

v.

Civil Action Number

CH-17-0820
PART-3

GREG ERICSON,
ERICSON GROUP, INC., and,
DOES 1-5, Inclusive,

Defendants.

Jury Demand

**VERIFIED COMPLAINT FOR TORTIOUS INTERFERENCE, REPLEVIN,
ACCOUNTING, BREACH OF FIDUCIARY DUTY, AND OTHER LEGAL AND
EQUITABLE RELIEF**

TO THE HONORABLE CHANCELLORS OF THE CHANCERY COURT FOR THE
THIRTIETH JUDICIAL DISTRICT:

Comes now the Plaintiff, Jerry Lee Lewis ("Jerry Lee Lewis," "JLL," or "Plaintiff"), by and through his undersigned counsel, and for his Verified Complaint for Tortious Interference, Replevin, Accounting, Breach of Fiduciary Duty, and Other Legal and Equitable Relief ("Complaint") against Defendants Greg Ericson ("Ericson"), Ericson Group, Inc., a Tennessee corporation, ("Defendant EGI" or "EGI"), and DOES 1 through 5, inclusive, (collectively "Defendants"), and states as follows:

INTRODUCTION

The Plaintiff and Defendants entered into a non-exclusive Marketing Representative Agreement for the purpose of protecting and furthering the career of Jerry Lee Lewis, a singer-songwriter, musician, entrepreneur and Plaintiff in this action. The Agreement, dated February

11, 2014, (the Agreement”) states that Defendants are engaged as “Plaintiff’s world-wide representative in all forms of entertainment, marketing, and media, including but not limited to music, acting, literary, performance, sponsorships, endorsements, personal appearances, advertising, promotions, and branding of products and services,” and appoints Ericson to be Plaintiff’s attorney-in-fact to act for Plaintiff in carrying out such services as more specifically described below.

The Agreement obligated Defendants to use reasonable efforts to perform “management services” for Plaintiff “to represent Plaintiff and act as Plaintiff’s advisor in all business negotiations and matters related to any opportunity obtained by Defendant,” and to “cooperate with any personal managers, agents, attorneys or representatives employed by” Plaintiff.

The Agreement specifically obligated Defendants to use their reasonable efforts to perform branding and promotional services for Plaintiff, including promoting Plaintiff “in the music and entertainment to companies and venues” seeking Plaintiff’s services, and seeking use of Plaintiff’s “name, image, or likeness.”

As Plaintiff’s attorney-in-fact, Defendant was appointed Plaintiff’s true and lawful attorney in fact to, among other things, “without limiting the generality of the foregoing, generally, do, execute and perform any other act deed, matter, or thing whatsoever that ought to be done on behalf of Plaintiff by a personal manager or representative.”

Additionally, the parties understood and the Defendants promised, that as part of such management and other services to be performed under the Agreement, the Defendants would recover for Jerry Lee Lewis royalty rights that had been lost, handle his intellectual property and career professionally and profitably, and maximize Jerry Lee Lewis’s career potential. As this Complaint will show this contract was breached by Defendants.

The Agreement authorized Defendants to receive on behalf of Plaintiff all gross compensation and other compensation due Plaintiff, and to withdraw from such amount all project specific expenses (e.g., legal, design, commissions) as well as compensation to which Defendants are entitled, and to remit the balance to Plaintiffs. Defendant breached his fiduciary duty in this regard by billing for money the Defendants were not entitled to.

PARTIES

1. Jerry Lee Lewis is a singer-songwriter, musician, and entrepreneur. He is a citizen of the United States and resides in DeSoto County, Mississippi.
2. Upon information and belief, Ericson is an individual person, serves as the President/CEO of EGI, and is a resident of Memphis, Tennessee. He may be served at 914 River Park Drive, Memphis, Tennessee, 38103.
3. Upon information and belief, EGI is a Tennessee corporation, whose principal place of business is 400 North Front Street, Memphis, Tennessee, 38103.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to Tenn. Code Ann. § 16-11-101, *et seq.*
5. This Court has personal jurisdiction over Defendants pursuant to Tenn. Code Ann § 20-2-223.
6. Venue is proper in Shelby County, Tennessee pursuant to Tenn. Code Ann. § 20-4-101, *et seq.*

FACTS

7. Jerry Lee Lewis is a world-renowned musical artist. He is the recipient of several Grammy Awards and a lifetime achievement award from the National Academy of Recording Arts and

Sciences. In 2004, Rolling Stone Magazine ranked him number 24 on their list of the 100 Greatest Artists of All Time.

8. Jerry Lee Lewis is the owner of certain rights to performance, artist, songwriter's, and publisher's royalties, along with his name and likeness, website domain, and social media accounts, as same pertain to his music and entertainment career, and otherwise.

9. On February 11, 2014, Plaintiff and Defendants entered into the attached Marketing Representative Agreement whereby Defendant was to serve as a "non-exclusive representative" for Plaintiff "for the purpose of obtaining entertainment, marketing and media agreements including for music performances, personal appearances, endorsements, sponsorships, and branding for products and services such as food products, soft drinks, energy drinks, musical instruments, slot machines, amusement park rides, health care products, and any other product or service opportunity." [See Exhibit A]

10. Additionally, the above-referenced Agreement provides:

"This Agreement constitutes the entire Agreement between the parties relating to this subject matter, and supersedes and cancels any and all prior agreements or understandings, written or oral, between them relating to the subject matter hereof..." [See Exhibit A]

11. Upon information and belief, Defendants have failed to provide an accurate accounting of their business on behalf of Plaintiff, and, when questioned, Defendants provided false, incomplete, misleading, and/or irrelevant information.

12. On November 8, 2016, in an attempt to induce Plaintiff to continue to do business with Defendants, Defendants wrote to Plaintiff, "Attached is a recap of all of the business Ericson Group has done for you over the past three years, and what is coming up in 2017 and beyond. There is also a complete financial recap attached of all the money that has come thru EGI. You

will see that we have brought in a little over 1.76 million, and have well over a million more in the works.” [See Exhibit B]

13. Upon information and belief, Defendants intentionally misstated the amount of revenue earned by Defendants for the benefit of Plaintiffs by more than \$616,000.00 to make it appear as though Defendants had done more than they really did.

14. Upon information and belief, Defendants’ wrongfully claimed credit for concerts booked and business deals Plaintiff entered into that were brokered by others (said concerts and deals include: the Beale Street Music Festival on May 4, 2013, worth \$40,000.00; Dognvill Festival in Tormso, Norway on August 30, 2013, worth \$ 115,000.00; Beale Street Music Festival on May 3, 2013, worth \$40,000.00; and New Orleans Jazz Festival on May 2, 2015, worth \$75,000.00). [See Exhibit C]

15. When questioned by Plaintiff’s counsel as to the accuracy of a November 8, 2016 financial recap provided by Defendants to Plaintiff, Defendants admitted on December 15, 2016 *inter alia* “[t]here are also four concerts on the recap that JW [an independent third-party not employed by the Defendants] booked and paid JLL [Jerry Lee Lewis] directly on (\$270,000) that add to this total.” [See Exhibit D]

16. Upon information and belief, Defendants’ November 8, 2016 “financial recap” included \$240,000.00 of revenue from concerts that had yet to take place and were in fact booked through a third-party booking agency, and included those transactions in financial statements provided to Plaintiffs, thereby defrauding Plaintiffs. [See Exhibit C]

17. Upon information and belief, Defendants wrongfully claimed commissions for concerts and other business deals brokered through third-parties and/or caused Plaintiffs to pay twice the agreed upon booking commission.

18. Upon information and belief, Defendants' financial recap does not reflect an additional \$24,000.00 of extra commission liability Defendants incurred to the detriment of Plaintiff when booking the shows in question.

19. Upon information and belief, three of Jerry Lee Lewis's performances (specifically: Golden Nugget Casino in Lake Charles, Louisiana, on January 6, 2017, worth \$75,000.00; Stagecoach Music Festival, in Indio, California, on April 28, 2017, worth \$90,000.00; and Nugget Casino Resort in Reno, Nevada, on August 11, 2017, for \$75,000.00) were contracted through a third-party booking agency and executed by Defendants on Plaintiff's behalf. [See Exhibit C]

20. Upon information and belief, the above-referenced third-party booking agency was paid or is to be paid a 10% commission for the above referenced performances. Additionally, Defendants are entitled to a 10% commission on live performances booked through their efforts. As a result, Plaintiff has paid or could be expected to pay a 20% commission rate on the performances in question.

21. Upon information and belief, Defendants' November 8, 2016 "financial recap" also included in excess of \$106,015.00 of revenue from music royalties and monies related to Plaintiff's book that were not, in fact, earned through the efforts of Defendants. [See Exhibit C]

22. Upon information and belief, Defendants have licensed Plaintiff's name, likeness, and/or intellectual property to at least one third-party, CMG Worldwide, for use in connection with Original Retro Brand T-shirts, failed to disclose the deal to Plaintiff, and retained the proceeds thereof for themselves. Plaintiff expects to uncover additional instances of deals not disclosed to Plaintiff through Discovery.

23. As an inducement to continue said business relationship, Defendants represented to Plaintiff that they would transfer, or cause to be transferred, any intellectual properties and their resulting royalty streams, as well as accounts receivable from various licensees of Jerry Lee Lewis's intellectual properties that might be erroneously held in the name of Jerry Lee Lewis's old management company, Pont Neuf, Inc., into Plaintiff's own name following the termination of Plaintiff's former talent manager, Phoebe Lewis. Defendants maintained that this was only possible because Defendants had many strong relationships with the record labels and music publishers at issue.

24. Upon information and belief, these licensees included but are not limited to: Sun Entertainment Corporation, Universal Music Group, Universal Music Publishing Group, New West Records, Warner Music Group, Warner Music Publishing, Warner Chappell, Sony Music Group, Sony ATV Publishing, BMI, Harry Fox Agency, ASCAP, Harper Collins, Disney, and Time Life.

25. During the course of the business relationship Defendants continuously and systematically represented to Jerry Lee Lewis that these objectives had been met in an effort to assuage his concerns and induce him to continue doing business with Defendants.

26. That on November 8, 2016, Defendants wrote to Plaintiff, "one of the first things EGI did was to get all the Jerry Lee business changed over from Pont Neuf Inc. to JLL Ferriday Inc. This included music royalties, merchandise royalties and the JLL book deal. We continue to look for anything else that is still in the Pont Neuf name and have it redirected to JLL." [See Exhibit E]

27. Additionally, on November 8, 2016, Defendants wrote to Plaintiffs: "We continue to keep up with all JLL Trademarks and Copyrights." [See Exhibit E]

28. On December 15, 2016, Defendant Ericson wrote to Plaintiff's counsel, "My first task was to get Phoebe out of his business and get everything turned back to JLL Ferriday, Inc." [See Exhibit D]

29. Subsequently, Plaintiffs have learned that the above representations regarding Plaintiff's intellectual property are false. Defendants intentionally misled Jerry Lee Lewis as to the status of his intellectual property, Defendants' efforts to accomplish the recovery of such, and Defendants' knowledge, experience, and business connections concerning the subject matter of the same. This false representation occasioned a federal lawsuit against Pont Neuf, Inc., and Phoebe Lewis at a cost of over \$34,000.00 to secure the benefits Defendant stated he had already obtained.

30. Upon information and belief, Jerry Lee Lewis's work and/or creative authorship is embodied in certain copyrights that are erroneously held in catalogs including but not limited to: Decapo Music Inc., Red & Jerry's Music, Pont Neuf Music, Hi-Lo Music Inc., Shelby Singleton Music, Fort Knox Music, Knox Music Inc., Lost Square Music, Sony ATV Music Publishing, Donna Dijon Music Publications, Warner Chappell, and Mijac.

31. On April 11, 2017, a representative from Sun Entertainment Group emailed Plaintiff's representative: "I've been in touch with Greg Ericson about a couple Jerry Lee Lewis business questions, but I haven't heard back in a while. The most notable is we seem to be having a mixup in who controls publishing for Jerry Lee's Sun masters. We were operating under the impression that Knox Music had publishing control but that seems to have changed. I have someone at Fox Sports wanting to clear one of his masters." [See Exhibit F]

32. Jerry Lee Lewis relied on Defendants' misrepresentations concerning the purported successful recovery of his intellectual property and resulting royalty streams when making critical

career and financial decisions. Additionally, as a result of Defendants' misrepresentations, Plaintiff has suffered lost royalties and licensing revenue.

33. Upon information and belief, Defendants have failed to pay Plaintiff royalties and other income due to Plaintiff resulting from the exploitation of Jerry Lee Lewis's efforts, name and likeness, personal property, and/or licensed merchandise.

34. Upon information and belief, Defendants have wrongfully misappropriated royalties, other income, and/or personal property of Jerry Lee Lewis.

Defendants' Tortious Conduct Related To Plaintiffs Website and Social Media

35. While Plaintiff allowed Defendants to exercise limited use and control over Jerry Lee Lewis's website and social media accounts during the course of their business relationship, Plaintiff never assigned or transferred any of his rights to the social media accounts or website to Defendants.

36. Upon information and belief, Defendants misled Jerry Lee Lewis as to their experience with and/or understanding of social media, digital marketing, and or intellectual property generally, in order to induce him into entering into business relationships with them.

37. Defendants have negligently administered and squandered Jerry Lee Lewis's social media, internet assets, and/or intellectual property. In the entertainment industry, interaction with fans via websites and social media platforms such as Facebook, Twitter, and Instagram is integral to the career of any performer or celebrity. They have become the industry standard for publicizing the appearances, performances, and the various other business ventures of a celebrity or performer, while also serving as a primary driver of music streams and licensed merchandise sales. As a result, these direct revenue streams can be greatly hampered by ineffective social media or website management.

38. Upon information and belief, Defendants are ineffectively managing Plaintiff Jerry Lee Lewis's website, social media accounts, and/or intellectual property to a point of professional negligence.

39. For example, Jerry Lee Lewis's Twitter account, @JerryLeeLewis, remains unverified and has fewer than 1,125 followers, despite Plaintiff being an internationally renowned musician and Rock and Roll Hall of Fame inductee. [See Exhibit G]

40. Defendants refuse to create and/or integrate social media accounts on platforms such as Instagram, Snapchat, YouTube, LinkedIn and Pinterest, or any other relevant social media platforms that are considered industry standard for an entertainer of Jerry Lee Lewis's caliber.

41. Defendants refused to provide the passwords to, or otherwise allow Plaintiff to access his social media accounts or online presence despite repeated requests to do so by Plaintiff and his counsel. [See Exhibit H]

42. Upon information and belief, Defendants are withholding Jerry Lee Lewis's website and social media accounts in an attempt to exert financial pressure on Plaintiff and extort Plaintiff with demands linked to revealing the passwords to Plaintiff, which Defendant still refuses to divulge, in breach of his fiduciary duties to Plaintiff.

43. On 5/17/17, Defendants wrote to Plaintiff's Counsel:

As we have discussed, it is critical that Ericson Group (EGI) have sole access to Jerry Lee Lewis' (JLL) online presence and web based infrastructure. Over the past few years EGI has invested hundreds of thousands of dollars in both time and money into re-building JLL's career and reputation. A big part of this effort was securing, recreating and running his social media in a professional manner. Furthermore, in our signed marketing agreement it states "Ericson is engaged as JLL's worldwide representative in all forms of entertainment, marketing, and media..." We plan to keep performing these duties until the agreement ends. If your client would like to end our agreements we can meet at any time to discuss the terms. [See Exhibit H]

44. Similarly, on May 17, 2017, Defendants provided Plaintiff with an invoice for \$123,226.64 in highly questionable expenses. [See Exhibit I]

45. Upon information and belief, the vast majority of these expenses are fraudulent.

46. For example, Defendants submitted to Plaintiff a legal invoice with an "EGI Legal Expenses Recap" wherein Defendant Ericson billed himself, without any authorization from Jerry Lee Lewis, at a rate of \$500.00 per hour for time he spent communicating with Plaintiff's counsel regarding litigation in which Jerry Lee Lewis was a party. Further, when Ericson's assistant, Maria McNeil, was present, his billing rate for such services increased to \$750.00 per hour, totaling \$4,125.00. Additionally, Defendants also invoiced Jerry Lewis \$1,500.00 for "JLL contract development" and \$2,500.00 for "JLL Rider development without authorization." [See Exhibit I]

47. Upon information and belief, neither Defendants nor Maria McNeil are licensed to practice law or have any kind of legal training.

48. Additionally, Defendants invoiced Jerry Lee Lewis \$1,500.00 for 6 hours of "Reprinting of Checks & Deposits & Banking Research" at a rate of \$250.00 per hour, although the contract between the parties has no provision for such hourly billings; a "phone for interviews" charge; travel expenses for a meeting that did not occur; \$6,696.46 for a commission and "late fee" related to a concert that was not booked by Defendant; \$22,000.00 for the creation and maintenance of Jerry Lee Lewis's Facebook page; \$24,500.00 for the creation and maintenance of Jerry Lee Lewis's website; \$19,500.00 for "general marketing;" and \$5,198.78 in membership and convention expenses related to Defendants' relationship to the International Entertainment Buyers Association. [See Exhibit I]

49. Upon information and belief, Defendants took www.jerryleelewis.com offline on May 24, 2017 and it remains unavailable as of the date of filing. [See Exhibit J]

50. As a result of Defendants' tortious conduct, Plaintiff was forced to purchase and build the website www.greatballsoffire.biz to protect Plaintiff's business and intellectual property

COUNT I – TORTIOUS INTERFERENCE

51. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

52. Defendants are preventing Jerry Lee Lewis from using his intellectual property and online presence to interact with his fan base and/or promote his various business ventures, including, but not limited to, having his likeness featured as a central character on CMT's *Sun Records* television series. Further, Plaintiff is prevented from integrating Jerry Lee Lewis's existing web and social media presence with new accounts he is attempting to create on complementary platforms such as Instagram, Pinterest, YouTube, and Snapchat, but has been unable to do so due to Defendants' tortious conduct.

53. Defendants are also preventing Jerry Lee Lewis from publicizing contracted performances that have been booked via booking agents other than EGI, resulting in lost ticket sales and diminishing Jerry Lee Lewis's value as a performer to various booking agencies and venues around the world. These contracted performances include BB Kings Club in New York, New York, scheduled for June 23, 2017, Jerry Lee Lewis's Café and Honky Tonk in Memphis, Tennessee, scheduled for on July 15, 2017, and the Nugget Casino and Hotel in Sparks, Nevada, scheduled for August 11, 2017.

54. Defendants are aware of Jerry Lee Lewis's contractual obligations for performances booked through other agents than EGI.

55. As a result of Defendants' refusal to allow Jerry Lee Lewis to access his website and social media accounts to, among other things, advertise concerts not booked through EGI, Plaintiffs were forced to purchase and build the website www.greatballsoffire.biz.

56. As a direct and proximate result of Defendants' tortious interference, Jerry Lee Lewis has suffered and continues to suffer damages, increasing at an exponential rate, as alleged herein.

57. The rate of diminution of Plaintiff's value as a musician/performer/entertainer by the Defendants' actions as stated above increases daily and has damaged Plaintiff in an amount to be determined at trial.

58. Accordingly, Plaintiff demands judgment against the Defendants for tortious interference in an amount to be determined at trial with treble damages and attorney fees as allowed by law, together with all interests and costs, including without limitation, attorneys' fees and all expenses incurred by Plaintiff.

COUNT II - REPLEVIN

59. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

60. Defendants have wrongfully, without authority or permission, taken Plaintiff Jerry Lee Lewis's social media assets including but not limited to, the Jerry Lee Lewis Facebook page, the @JerryLeeLewis Twitter account, and the web domain jerryleewis.com, and refused to allow his access to them.

61. Accordingly, as the true owner of these assets, Jerry Lee Lewis is entitled to judgment and an order requiring Defendants to return access to the accounts and website referenced above.

COUNT III - ACCOUNTING

62. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

63. Based on the actions and inactions of Defendants, including, without limitations, the actions identified in this Complaint, personal property and monies entrusted by Plaintiff to Defendants, such as copyrights, trademarks, social media accounts, and a website, were not used for the purposes for which they were entrusted and have been diverted, misused and squandered by Defendants.

64. Defendants have continuously failed and refused to provide an accounting despite Plaintiff's request to so do, or have provided incomplete and inaccurate accountings to Plaintiff for funds earned through Plaintiff's personal property and efforts.

65. Upon a fair and accurate accounting by Defendants to Plaintiff, substantial sums of money are expected to be found to be due to Plaintiff.

66. Plaintiff, therefore, seeks and is entitled to a full and complete accounting from Defendants of all the monies that were earned or entrusted by Plaintiff to Defendants and all other assets that were and/or are in the possession, custody and/or control of Defendants.

67. Plaintiff reserves the right to amend this complaint and *ad damnums* contained herein as additional facts become known.

COUNT IV- BREACH OF FIDUCIARY DUTY

68. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

69. Pursuant to their management of Jerry Lee Lewis, Defendants owed Jerry Lee Lewis the fiduciary duties of loyalty and the utmost good faith and fairness in all matters pertaining to Defendants' conduct with respect to Jerry Lee Lewis's career and personal property.

70. Defendants' conduct as alleged constitutes a breach of their fiduciary duties to Jerry Lee Lewis.

71. As a direct and proximate result of Defendants' breaches of fiduciary duties, Jerry Lee Lewis has suffered damages in an amount to be proven at trial. Additionally, Defendants acted maliciously, intentionally, fraudulently, and/or recklessly and punitive damages in an amount according to proof should therefore be awarded against Defendants.

COUNT V - FRAUDULENT MISREPRESENTATION

72. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

73. Defendant Ericson, individually and on behalf of Defendant EGI, knowingly made false material representations to Plaintiff regarding the status of Jerry Lee Lewis's intellectual property, Defendant's efforts to recover it, and Defendant's knowledge, experience, and business connections concerning the subject matter of the same. Additionally, Defendants knowingly provided false and/or misleading financial statements to Plaintiff and concealed the material facts from Plaintiff, as described above, with knowledge that the concealed facts were material.

74. Defendants' misrepresentations were material to Plaintiff as Plaintiff would have not passed on certain business opportunities and delayed enforcements of his rights against Defendants and/or other third parties but for his reliance on the material representations made to him by Defendants as stated above regarding the reacquisition of Jerry Lee Lewis's intellectual property and all royalty payments resulting therefrom.

75. Plaintiffs reasonably and justifiably relied on Defendants' misrepresentations regarding the reacquisition of Plaintiff Jerry Lee Lewis's intellectual property.

76. As a result of Defendants' fraudulent misrepresentations, Plaintiff has been damaged by Defendants' not taking steps to recover the intellectual property and its proceeds, which steps are now being undertaken at a cost of over \$34,000.00, to date, with continuing costs of these actions accruing on a daily basis.

77. Accordingly, Plaintiff demands judgment against Defendants for fraudulent misrepresentation in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiffs in reacquiring and securing Plaintiff's intellectual property, the royalty payments, and other proceeds therefrom.

COUNT VI - NEGLIGENT MISREPRESENTATION

78. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

79. Defendants, individually and on behalf of EGI, knowingly made false and material representations to Plaintiff regarding the status of Plaintiff's intellectual property, Defendants' efforts to recover it, and Defendants' knowledge, experience, and business connections concerning the subject matter of same. Additionally, Defendants knowingly provided false and/or misleading financial statements to Plaintiff and concealed material facts from Plaintiff, as described above, with knowledge that the concealed facts were material.

80. Defendants falsely represented to Plaintiff that all social media entrusted to Defendants would be accessible to Plaintiff Jerry Lee Lewis.

81. In providing Jerry Lee Lewis with career management and related financial advice, Defendants owed Jerry Lee Lewis a duty to provide him with accurate advice that was in his best interest. Defendants acted negligently and unreasonably and breached this duty.

82. Defendants failed to exercise reasonable care in obtaining or communicating information to Plaintiff regarding Jerry Lee Lewis's intellectual property, social media, and/or other business affairs.

83. Plaintiff reasonably and justifiably relied upon Defendants' misrepresentations and concealment of material facts with justifiable reliance.

84. As a direct and proximate result of Defendants' wrongful conduct and negligent misrepresentation, Plaintiff has suffered damages as alleged herein.

85. Accordingly, Plaintiff demands judgment against Defendants for negligent misrepresentation in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiff.

COUNT VII - BREACH OF CONTRACT

86. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

87. Defendants were required to pay Plaintiff certain sums that related to revenue generated by his entertainment endeavors per the Agreement.

88. Additionally, under the terms of the agreement, Defendants were required "to cooperate with any personal managers, agents, attorneys, or representatives employed by JLL."

89. Defendants have refused to cooperate with Plaintiff's counsel by repeatedly providing false, incomplete, and or misleading information in response to requests for information related to Defendants' business activities with Jerry Lee Lewis.

90. Defendants have failed to fulfill the terms of the Agreement, have breached the Agreement, and owe Jerry Lee Lewis damages resulting from said breach.

91. Accordingly, Plaintiff demands judgment against Defendants for breach of contract in an amount to be determined at trial, together with all accruing interest and costs, including without limitation, attorneys' fees and all expenses incurred by Plaintiff.

COUNT VIII - CONVERSION

92. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

93. Based on information and belief, Defendants have purposely and intentionally retained monies derived from sources, including, but not limited to: live performances/appearances, roy-

alties, misappropriation of Jerry Lee Lewis's name and likeness, and personal property belonging to Plaintiff Jerry Lee Lewis, including, but not limited to, the passwords to his social media accounts and website, notwithstanding demands for their return.

94. Upon information and belief, Defendants have converted these monies and properties for their sole use and benefit. Defendants have in their possession money and personal property that is the exclusive property of Plaintiff.

95. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial, plus interest thereon.

96. Defendants acted maliciously, intentionally, fraudulently, and/or recklessly. Punitive damages in an amount according to proof should therefor be awarded against Defendants.

COUNT IX - UNJUST ENRICHMENT

97. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

98. Based on information and belief, Defendants have received substantial value and benefit from their misappropriation of monies derived from sources including, but not limited to, live performances/appearances, royalties, and misappropriation of Jerry Lee Lewis's name and likeness. Additionally, Defendants have received substantial value and benefit from the misappropriation of Jerry Lee Lewis's personal property including, but not limited to, the passwords to his social media accounts and website.

99. It is unjust and inequitable to allow Defendants to retain the benefit of the funds and personal property.

100. Accordingly, Plaintiff demands judgment against Defendants for unjust enrichment in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiffs.

101. Defendants have acted maliciously, intentionally, fraudulently, and/or recklessly. Punitive damages in an amount according to proof should therefore be awarded against Defendants.

COUNT X- NEGLIGENCE

102. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

103. The above-described conduct of Defendants was below the standard of care for a professional manager and was negligent.

104. As a direct and proximate result of Defendants' negligent conduct, Jerry Lee Lewis suffered damages in an amount to be proven at trial.

**COUNT XI- ELDER FINANCIAL ABUSE AND VIOLATIONS OF THE TENNESSEE
ADULT PROTECTION ACT**

105. Plaintiff incorporates and restates each of the above paragraphs as if fully stated herein.

106. Plaintiff Jerry Lee Lewis is an "elder" under Tennessee law and was over 65 years of age during all acts, events, and omissions giving rise to this lawsuit.

107. Based on information and belief, Plaintiff alleges that each of the Defendants conspired and aided and abetted and assisted each other in the various acts that constitute financial elder abuse under Tennessee law.

108. Based on information and belief, Plaintiff alleges Defendants wrongfully took, secreted, appropriated, retained and converted Plaintiffs property (money and personal property) in bad faith, and assisted the other Defendants in doing the same, by committing the intentional acts and omissions described above.

109. As result of these intentional acts and material omissions, which Plaintiff alleges were each part of an intentional plan, design, and scheme with other Defendants to take, secrete, appropriate, obtain, and retain Jerry Lee Lewis's property in bad faith, Plaintiff has suffered and

Defendants have placed Plaintiff in serious risk of financial harm and caused financial losses to Jerry Lee Lewis in an amount provable at trial.

110. Defendants have also caused other serious mental and emotional trauma, pain, suffering, humiliation, embarrassment, and depression.

111. Plaintiff seeks against each Defendant actual damages in the amount proved at trial and punitive damages, costs, attorney fees, disgorgement of monies wrongfully retained, rescission of the alleged Agreement and any fraudulent property transfers (declaring such VOID), pain and suffering, and other just and equitable relief.

112. Any and all claims warranted under law or equity based on the facts pled herein are heretofore alleged as if fully set forth herein and Plaintiffs reserve the right to amend this Complaint as new facts are uncovered through the discovery process.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court grant them relief as follows:

1. For a money judgment in the amount of \$58,000.00 and all additional damages proven at trial.
2. On the first cause of action, Plaintiff demands judgment against the Defendants for tortious interference in an amount to be determined at trial, with treble damages and attorney fees as allowed by law, together with all interests and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiff, at an amount to be determined at trial.
3. On the second cause of action, Plaintiff demands a judgment and order requiring Defendants to return to Plaintiff, access to JerryLeeLewis.com and the Jerry Lee Lewis Facebook and Twitter accounts referenced above.

4. On the third cause of action, Plaintiff, seeks and is entitled to a full and complete accounting from Defendants of all the monies and or assets that were earned by Plaintiff and/or entrusted by Plaintiff to Defendants and all other assets that were and/or are in the possession, custody and/or control of Defendants that were related to or the result of Plaintiff Jerry Lee Lewis's professional endeavors.

5. On the fourth cause of action, Plaintiff demands a judgment for direct, special, and/or punitive damages in an amount to be determined at trial.

6. On the fifth cause of action, Plaintiff demands judgment against Defendants for fraudulent misrepresentation in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiffs in reacquiring and securing Plaintiff's intellectual property, the royalty payments, and other proceeds therefrom.

7. On the sixth cause of action, Plaintiff demands judgment against Defendants for negligent misrepresentation in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiff.

8. On the seventh cause of action, Plaintiff demands judgment against Defendants for breach of contract in an amount to be determined at trial, together with all accruing interest and costs, including without limitation, attorneys' fees and all expenses incurred by Plaintiff.

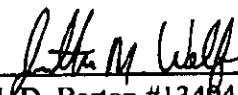
9. On the eighth cause of action, Plaintiff demands a judgment for direct, special, and/or punitive damages in an amount to be determined at trial.

10. On the ninth cause of action, Plaintiff demands judgment against Defendants for unjust enrichment in an amount to be determined at trial, together with all accruing interest and costs, including, without limitation, attorneys' fees and all expenses incurred by Plaintiffs.
11. On the tenth cause of action, Plaintiff demands a judgment for direct, special, and/or punitive damages in an amount to be determined at trial.
12. On the eleventh cause of action, Plaintiff seeks against each Defendant actual damages in an amount no less than the jurisdictional limits of this Court, and including punitive damages, costs, attorney fees, disgorgement of monies wrongfully obtained, rescission of the alleged Agreement and any fraudulent property transfers (declaring such VOID), pain and suffering, and other just and equitable relief.
13. That this Court award Plaintiff pre-judgment interest, attorneys' fees and costs, and such other and further relief as this Court deems proper.
14. Plaintiff reserve the right to amend this Complaint and the facts contained herein as more information becomes available.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of claims so triable.

Respectfully Submitted By:



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