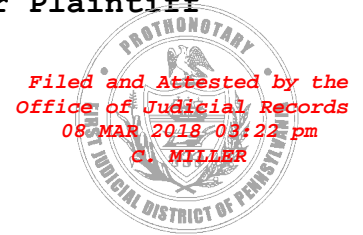


LAW OFFICE OF SIMON ROSEN

Counsel for Plaintiff

By: SIMON ROSEN, ESQ.

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MISTER M. FRISBY
5553 Baynton Street
Phila, PA 19144,

COURT OF COMMON PLEAS
: FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

Plaintiff,

vs.

MARCH TERM, 2018

: NO. _____

JILL SCOTT WILLIAMS :
1000 Natchez Valley Lane
Franklin TN 37064

Defendant. :

CIVIL ACTION: COMPLAINT

NOTICE TO PLEAD/AVISO

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) Days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NOT FEE.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION SERVICE
One Reading Center
Philadelphia, PA 19107

(215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes. usted tiene veinte (20) dias, de plazo al partir de la fecha de la demanda y la notificacion Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende. la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASSOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
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5553 Baynton Street
Phila, PA 19144,
Plaintiff,

COURT OF COMMON PLEAS
: FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

vs.

MARCH TERM 2018
: NO. _____

JILL SCOTT WILLIAMS :
1000 Natchez Valley Lane
Franklin TN 37064
Defendant. :

CIVIL ACTION: COMPLAINT

COUNT ONE: BREACH OF EXPRESS ORAL CONTRACT

1. Plaintiff MISTER M. FRISBY ("Frisby") is a private adult individual residing at the above address.

2. Defendant JILL SCOTT JOHNSON ("Scott") is a musical performer professionally known as "JILL SCOTT", defendant Scott is a citizen of the Commonwealth of Pennsylvania and County of Philadelphia, she owns property located here, and she regularly conducts business here in Philadelphia, Pennsylvania; upon information and belief, defendant currently resides at the above address.

3. At all times material hereto, the defendant Scott acted on her own behalf, and/or through the actions and/or omissions of her agents, servants, employees, representatives and the like, acting within their course of employment and scope of duties.

4. Plaintiff Frisby is a longtime personal friend and business acquaintance of Scott.

5. Commencing during or about April 2008, plaintiff Frisby approached defendant Scott about entering into an exclusive business arrangement which would allow Scott to earn revenues by exclusively marketing Scott's musical lyrics to greeting card companies such as Hallmark and Mahogany, for usages as greeting cards and other items.

6. At that time, Frisby also discussed with Scott the fact that Scott's unique artistic and creative talents could also be marketed to greeting card companies such as Hallmark and Mahogany for their other product lines, including gifts and novelties which are also sold by these greeting card companies.

7. Accordingly, the parties had several meetings to discuss this endeavor, and subsequent to April 2008 the parties entered into an oral agreement, which provided in relevant part that Frisby shall exclusively shop Scott's lyrics, and that Frisby and Scott would split equally, on a 50%-50% basis, all gross revenues earned by Scott, from greeting card companies such as Hallmark and Mahogany, and their assignees, designees and third

party affiliates, as a result of their use of her lyrics, and artistic and creative talents, in their products.

8. Subsequent to April 2008, and continuing for several years thereafter, plaintiff Frisby engaged in extensive efforts in accordance with the parties' oral agreement, inclusive but not limited to: suggesting which of Scott's lyrics were appropriate for greeting cards; encouraging Scott to select choice lyrics for greeting cards; gathering a list of greeting card companies appropriate for Scott's lyrics, including Hallmark and Mahogany; preparing marketing and promotional planning for Scott's cards and related products; otherwise performing services to facilitate Scott entering into a profitable agreement with a greeting card company such as Hallmark or Mahogany.

9. Frisby's efforts extended over the years because of Scott's whirlwind career in the entertainment business, expanding from the music business to television, film and theater.

10. At the point when Frisby was ready to proceed to secure an agreement on behalf of Scott as per the parties' oral agreement, Scott unilaterally put Frisby's activities "on hold", stating that she was going to hold off on pursuing this business endeavor.

11. On or about August 25, 2017, plaintiff Frisby learned that in fact, defendant Scott proceeded without him, and secured an agreement with Hallmark and Mahogany in regard to greeting

cards, gifts, novelties, and related items.

12. Defendant Scott concealed her actions in securing a greeting card and related products deal from plaintiff Frisby.

13. Defendant pursued the greeting card and related products deal after informing plaintiff Frisby that she was putting this business agreement "on hold".

14. Defendant Scott materially breached her oral agreement with Frisby by falsely stating that she was putting this deal "on hold", when in fact, she circumvented plaintiff and secured a deal and concealed this fact from plaintiff Frisby.

15. As a result of Scott's material breach, plaintiff was proximately caused damages consisting of Frisby's rightful share of Fifty Percent (50%) of the gross revenues payable to Scott by Hallmark and Mahogany, and/or by any other assignees, designees and/or their third party affiliates.

16. Defendant Scott is liable to Frisby for breach of express oral agreement.

WHEREFORE, on Count One, plaintiff MISTER M. FRISBY demands judgment in his favor, and against defendant JILL SCOTT WILLIAMS, for an amount in excess of Fifty Thousand Dollars (\$50,000), plus consequential and incidental damages, interest, costs, and such other relief as this Court may deem proper.

COUNT TWO: PROMISSORY ESTOPPEL

(AGAINST ALL DEFENDANTS)

17. Paragraphs 1 through 16 are incorporated by reference as though fully set forth herein and made a part hereof.

18. Commencing in 2008, and continuing thereafter up to August 25, 2017, defendant Scott promised to plaintiff Frisby that they would work together exclusively in regard to obtaining a greeting card company deal for Scott, as pleaded above; and that in consideration for Frisby's services rendered, in the event she entered into a greeting card and related products deal with a greeting card company such as Hallmark of Mahogany, that plaintiff Frisby would receive Fifty Percent (50%) of her gross revenues earned therefrom.

19. Plaintiff justifiably relied upon Scott's promise and performed services in furtherance of this promise, such as locating suitable lyrics for greeting card companies, preparing packages to solicit to greeting card companies, and other services as aforepleaded.

20. In August of 2017, plaintiff Frisby learned that in fact, Scott secured an agreement behind Frisby's back, and further, that Scott intentionally failed to pay Frisby his rightfully earned 50% of Scott's windfall revenues earned.

21. Based upon these facts, defendant Scott is liable to plaintiff Frisby under the doctrine of promissory estoppel.

WHEREFORE, on Count Two, plaintiff MISTER M. FRISBY demands judgment in his favor, and against defendant JILL SCOTT WILLIAMS, for an amount in excess of Fifty Thousand Dollars (\$50,000), plus consequential and incidental damages, interest, costs, and such other relief as this Court may deem proper.

COUNT THREE: BREACH OF IMPLIED-IN-LAW (QUASI) CONTRACT-
UNJUST ENRICHMENT

22. Paragraphs 1 through 21 are incorporated by reference as though fully set forth herein and made a part hereof.

23. By the conduct of the parties, vis a vis defendant Scott's representations and promises as aforepleaded, there existed an implied-in-law "quasi-contract" between the parties.

24. By defendant having received greeting card and related revenues without turning over to plaintiff Frisby his rightful 50% share thereof, defendant has been unjustly enriched, at defendant's benefit, and to plaintiff's detriment; said "detriment" being the services performed towards the business plan of marketing Scott's lyrics and creative/artistic talents to said greeting card companies.

25. Defendant's unfettered receipt of such benefit at the detriment of plaintiff constitutes a breach of implied-in-law contract, a/k/a quasi-contract, a/k/a actionable unjust enrichment.

26. Defendant is liable to plaintiff under the doctrine of

unjust enrichment.

WHEREFORE, on Count Three, plaintiff MISTER M. FRISBY demands judgment in his favor, and against defendant JILL SCOTT WILLIAMS, for an amount in excess of Fifty Thousand Dollars (\$50,000), plus consequential and incidental damages, interest, costs, and such other relief as this Court may deem proper.

COUNT FOUR: BREACH OF IMPLIED-IN-FACT CONTRACT

27. Paragraph 1 through 26 are incorporated by reference as though fully set forth herein and made a part hereof.

28. By the parties' conduct, as aforepleaded, an implied-in-fact contract was entered into, providing in relevant part that in consideration for payment of 50% of revenues generated.

29. Defendant Scott was aware of plaintiff's extensive and thorough services performed on her behalf; further, plaintiff Frisby from time-to-time kept Scott abreast of his work, and Scott personally witnessed services performed by Frisby, and approved of these services.

30. Defendant Scott materially breached the implied-in-fact contract by concealing her dealings with greeting card companies from plaintiff Frisby, and by failing to pay Frisby his rightfully entitled 50% of revenues.

31. Defendant Scott is liable to plaintiff for her breach of the parties' implied-in-fact agreement.

WHEREFORE, on Count Four, plaintiff MISTER M. FRISBY demands

judgment in his favor, and against defendant JILL SCOTT WILLIAMS, for an amount in excess of Fifty Thousand Dollars (\$50,000), plus consequential and incidental damages, interest, costs, and such other relief as this Court may deem proper.

COUNT FIVE: DECEIT AND MISREPRESENTATION

32. Paragraphs 1 through 31 are incorporated by reference as though fully set forth herein and made a part hereof.

33. Defendant deceitfully concealed her dealings with greeting card companies from plaintiff, after falsely promising plaintiff that if he performed services towards the marketing of her lyrics and artistic talents to greeting card companies, plaintiff Frisby shall be paid 50% of gross revenues therefrom.

34. Defendant deceitfully misrepresented to plaintiff Frisby that she was putting her business project with Frisby "on hold", when, in actuality, she proceeded with it, and concealed her dealings from Frisby.

35. Plaintiff relied upon defendant's deceiving misrepresentations, as follows:

a) Plaintiff commenced work, and continued performing services, after defendant misrepresented that she would pay plaintiff 50% of gross revenues;

b) Plaintiff halted work, and stopped performing services, when defendant misrepresented that she was putting the project "on hold".

36. As a result of defendant's deceitful misrepresentations, plaintiff sustained damages as aforepleaded, failing to receive 50% of the gross revenues paid to defendant Scott.

37. Defendant's conduct was outrageous, with intentional or reckless disregard for the rights of plaintiff, giving rise to an award of punitive damages.

38. Defendant Scott is liable to plaintiff Frisby for actionable deceit and misrepresentation.

WHEREFORE, on Count Five, plaintiff MISTER M. FRISBY demands judgment in his favor, and against defendant JILL SCOTT WILLIAMS, for an amount in excess of Fifty Thousand Dollars (\$50,000), plus consequential, incidental and punitive damages, interest, costs, and such other relief as this Court may deem proper.

Respectfully submitted,

/Simon Rosen, Esq./
Counsel for Plaintiff

V E R I F I C A T I O N

I, SIMON ROSEN, ESQ., counsel for plaintiff Mister M. Frisby, hereby state that the facts contained in the foregoing Complaint are true and correct, to the best of my knowledge, information and belief, and I understand that false statements therein are made subject to the regulations of 18 Pa. C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

I further Verify that I did not obtain the Verification of plaintiff within sufficient time to file this pleading, and that my knowledge regarding the information contained therein comes from the plaintiff's statements to me and/or my representatives, and from information contained in the case file.

DATED: March 8, 2018

/Simon Rosen, Esq./