

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

THE TERRIE WILLIAMS AGENCY :
dba STUDIO 9 GLOBAL :

Plaintiff, :

vs. :

AMBER READY, INC.; :
KAI D. PATTERSON; and, :
FRANK DEL VECCHIO; j/s/a :

Defendant(s). :

X

CIVIL COMPLAINT

CONTRACT

Plaintiff, The Terrie Williams Agency dba Studio 9 Global, by its attorney, Bryan D. Press, Esq., as and for its Complaint against defendant(s), Amber Ready, Inc.; Kai D. Patterson; and, Frank Del Vecchio; j/s/a, in personam, in a cause of action civil, alleges upon information and belief:

JURISDICTIONAL ALLEGATIONS

1. The matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00.
2. Plaintiff submits that Federal Jurisdiction is established based upon Diversity of Jurisdiction, and, a controversy exceeding the sum of \$75,000.00.

VENUE

1. This Court has venue over this matter because both plaintiff and defendant(s) reside and/or do business within the United States of America, and/or, the contract between the parties is governed by the laws of the United States of America.

PARTIES

1. At all times hereinafter mentioned, plaintiff, The Terrie Williams Agency dba

Studio 9 Global, was and still is a corporation duly organized and existing under the laws of the State of New York with offices and a place of business at 382 Central Park West, New York, New York.

2. Upon information and belief and at all times hereinafter mentioned, defendant, Amber Ready, Inc., was and still is a corporation organized and existing under the laws of the State of New Jersey, authorized to do business in the State of New Jersey, with offices and a place of business at 101 Round Hill Drive, Rockaway, New Jersey 07866.

3. Upon information and belief and at all times hereinafter mentioned, defendant, Kai D. Patterson, is an individual who was and/or still is a principal officer of the defendant, Amber Ready, Inc., holding the positions of Chief Executive Officer, President and Chairman of the Board, at the time of the agreement between the parties more particularly described herein *infra*.

4. Upon information and belief and at all times hereinafter mentioned, defendant, Frank Del Vecchio, is an individual who was and/or still is a principal officer of the defendant, Amber Ready, Inc., holding the position of Chief Executive Officer, subsequent to the time of the agreement between the parties more particularly described herein *infra*.

FIRST COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. On or about July 9, 2009, plaintiff and defendant(s) entered into a contract for the provision of publicity and to undertake a large scale public concert in Times Square, Manhattan, for the benefit of the defendant company. A copy of the Contract is annexed hereto as Exhibit "A".

3. Plaintiff's personnel worked closely with defendant(s)' personnel, including, but not limited to defendants, Kai D. Patterson and Frank Del Vecchio, to undertake the massive

project, while undertaking general publicity tasks regarding defendant(s)' product(s), for the benefit of defendant(s) herein.

4. The plaintiff organized and presented the outdoor concert for the benefit of defendant(s)' business, generating public and media interest in the defendant(s)' service(s), as requested.

5. Defendant(s), upon receiving the billings in support of the project, breached the contract, and failed to proceed with the plaintiff and/or pay the plaintiff for services rendered.

6. Defendant(s) further breached the contract by failing to allow the plaintiff to go forward with defendant(s)' publicity campaign, in accordance with the terms of the Contract.

7. The breach by the defendant(s) was without just cause, and, was and is to the severe economic detriment of the plaintiff.

8. The sum of \$354,155.11 is due and owing to plaintiff, pursuant to the document(s) annexed hereto as Exhibit "B".

9. Demand has been made for payment, to no avail.

SECOND COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Plaintiff is in the business of providing publicity and related services to businesses and individuals as in the present matter.

3. Plaintiff was engaged by defendant(s) to provide publicity and related serves to the defendant(s) in this matter, in accordance with the terms of the Contract, a copy of which is annexed hereto as Exhibit "A".

4. In accordance with the agreement(s) between the parties, plaintiff was engaged by defendant(s) to undertake all of the planning, organization and presentation of a large publicity venture which took place in Times Square, Manhattan.

5. The aforesaid acts and requisites were to the severe economic detriment of the plaintiff, which supplied the services of its personnel and advanced significant costs and expenses required to undertake the venture.

6. The aforesaid acts and requisites were undertaken based upon representations made by defendant(s)' officers and directors, including, but not limited to, defendant, Kai D. Patterson.

7. As Chief Executive Officer, President and Chairman of the Board, Kai D. Patterson was, and/or represented himself to plaintiff to be, fully authorized by the defendant corporation to act and make representations on behalf of the corporation.

8. The representations to plaintiff made by defendant(s), by and through the defendant corporation's Chief Executive Officer, President and Chairman of the Board, Kai D. Patterson, were as to the *bona fides* of the corporation, the creditworthiness of the corporation, and the ability of the corporation to pay for the goods and services provided.

9. Further representations to plaintiff made by defendant(s), by and through the defendant corporation's Chief Executive Officer, President and Chairman of the Board, Kai D. Patterson, including the *bona fides* of the corporation's intentions regarding the Contract annexed hereto as Exhibit "A", and the defendant corporation's requisites regarding the event organized and presented by plaintiff in Times Square, Manhattan.

10. But for these representations, plaintiff would not have proceeded.

11. To the best of plaintiff's knowledge, information and belief, which in turn is based upon news reports about and/or public announcements by the defendant corporation, at some time subsequent to the defendant(s)' execution of the Contract with plaintiff, the defendant corporation undertook to remove Kai D. Patterson as Chief Executive Officer, President and Chairman of the Board, naming Frank Del Vecchio, its former Senior Vice President, as the new Chief Executive Officer.

12. The defendant corporation now steadfastly refuses to make payment despite demand made, blaming defendant, Kai D. Patterson, for the failure of the corporation to make payment for the goods and services provided by plaintiff at defendant(s)' request(s).

13. The sum of \$354,155.11 is due and owing to plaintiff, pursuant to the document(s) annexed hereto as Exhibit "B".

14. Demand has been made for payment, to no avail.

THIRD COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Plaintiff provided the goods and services requested by the defendant corporation, and, in accordance with the Contract between the parties, a copy of which is attached hereto as Exhibit "A".

3. Plaintiff suffered and continues to suffer the severe economic detriment of defendant(s)' failure to make payment for services rendered and defendant(s)' breach of the Contract between the parties.

4. Both individual defendants, Kai D. Patterson and Frank Del Vecchio, were

present at the time of the making of the Contract, and were either signatories and/ or persons associated with the company, endorsing and/or authorizing the contract by and between the parties.

5. Both individual defendants, Kai D. Patterson and Frank Del Vecchio, knew at the time of the making of the contract that the goods and services to be provided were substantial, and, represented a major expenditure to be made by the corporate defendant.

6. Both individual defendants, Kai D. Patterson and Frank Del Vecchio, inveigled the plaintiff to proceed by making authorizing the corporate defendant's partial payment against the Contract, knowing that the payment of same would engender plaintiff to render additional services, and, advance additional costs and expenses, for which defendant(s) have failed to make payment, as complained of herein.

7. Is it is the submission of the plaintiff that the defendant corporation, in concert with the defendant individuals, Kai D. Patterson and Frank Del Vecchio, intended, at the time of the inception of the Contract, to defraud plaintiff of the sums complained of herein, accepting the benefit of the publicity provided for same by plaintiff, without intending to provide the benefit of payment to plaintiff for services rendered.

8. The sum of \$354,155.11 is due and owing to plaintiff, pursuant to the document(s) annexed hereto as Exhibit "B".

9. Demand has been made for payment, to no avail.

FOURTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of

omission were intentional and designed to cause a severe economic detriment to the plaintiff.

3. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission were intentional and sound in fraud.

4. Pursuant to Exhibits "A" and "B" annexed hereto, the sum of \$354,155.11 is due and owing to plaintiff.

5. Demand has been made for payment, to no avail.

FIFTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission were intentional and did cause a severe economic detriment to the plaintiff.

3. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission represent an unjust enrichment to the benefit of defendant(s) and to the severe economic detriment of the plaintiff.

4. Pursuant to Exhibits "A" and "B" annexed hereto, the sum of \$354,155.11 is due and owing to plaintiff.

5. Demand has been made for payment, to no avail.

SIXTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission were intentional and did cause a severe economic detriment to the plaintiff.

3. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission represent a conversion of plaintiff's services rendered, to the unjust benefit of defendant(s) and to the severe economic detriment of the plaintiff.

4. Pursuant to Exhibits "A" and "B" annexed hereto, the sum of \$354,155.11 is due and owing to plaintiff.

5. Demand has been made for payment, to no avail.

SEVENTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission were intentional and did cause a severe economic detriment to the plaintiff.

3. Defendant(s)' action(s), inaction(s), act(s) of commission and/or act(s) of omission represent a theft of services rendered by plaintiff, to the unjust benefit of defendant(s) and to the severe economic detriment of the plaintiff.

4. Pursuant to Exhibits "A" and "B" annexed hereto, the sum of \$354,155.11 is due and owing to plaintiff.

5. Demand has been made for payment, to no avail.

EIGHTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. There is due from the defendant(s), the sum of \$354,155.11, on a certain book account, a true copy of which is annexed hereto as Exhibit "B".

3. Payment of the aforesaid sum has been demanded and refused.

NINTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Plaintiff sues the defendant(s) for goods sold and delivered and/or services rendered by the plaintiff to defendant(s), upon the promise by the defendant(s) to pay the agreed amount as set forth in Exhibits "A" and "B" annexed hereto.

3. Payment has been demanded and refused.

TENTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. The plaintiff sues the defendant(s) for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant(s) upon the promise of the defendant(s) to pay a reasonable price for same, as set forth in Exhibits "A" and "B" annexed hereto.

3. Payment of the aforesaid sum has been demanded and refused.

ELEVENTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. The defendant(s), being indebted to the plaintiff in the sum of \$354,155.11, upon an account stated between them, did promise to pay the plaintiff said sum upon demand.

3. Payment has been demanded and has not been made.

DAMAGES

1. By reason of the foregoing, plaintiff has sustained damages in the amount of \$354,155.11 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

- A. For Judgment in the amount of plaintiff's damages of \$354,155.11, together with interest thereon;
- B. For Judgment for sanctions against all named defendant(s) for fraud, unjust enrichment, conversion and theft of services;
- C. For Judgment for costs, disbursements and a reasonable attorney's fees;
- D. That process in due form of law according to the practice of this Court in cases of diversity jurisdiction may issue against the defendant(s) citing it to appear and answer all the singular matters aforesaid;
- E. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

LAW OFFICES OF BRYAN D. PRESS

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