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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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THOMAS LIPPOLIS, Individually, and
WOWW RESOURCES, LLC,

Index No.:

VERIFIED COMPLAINT

Plaintiffs,

- against -

JENNI L. FARLEY and JENNI FARLEY, LLC,

Defendants.
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Plaintiffs, THOMAS LIPPOLIS and WOWW RESOURCES, LLC, by their attorneys, JEFFREY I. BAUM & ASSOCIATES, P.C., alleges as follows:

1. Plaintiff, THOMAS LIPPOLIS, (hereinafter referred to as "Manager"), is a resident of Nassau County with a residential address of
2. Plaintiff/manager conducts a business by the name of WOWW RESOURCES, LLC and is the sole shareholder of said company with an address of
3. Defendant, JENNI L. FARLEY, (hereinafter referred to as "Artist"), is an individual with a residential address of
4. Defendant/artist, JENNI L. FARLEY, is the sole shareholder and 100% equity owner of JENNI FARLEY LLC with an address of
5. Defendant/artist, JENNI L. FARLEY, established a limited liability corporation, JENNI FARLEY, LLC, for the purpose of conducting

business as an artist, and any and all business enterprises under one limited liability corporation.

6. Plaintiff/manager and defendant/artist began a personal relationship in and around July, 2009.

7. Defendant/artist advised plaintiff/manager that there was the possibility that she would be selected to appear in a reality show which had never been aired prior thereto, and if selected would be leaving to shoot the first season in and around July, 2009.

8. Defendant/artist, in and around July, 2009, left to appear and work on the reality television series known as "Jersey Shore".

9. During the time that defendant/artist was taping the television show, plaintiff/manager was required to perform all daily activities and functions as a result of defendant/artist's long absence in which she had little time to prepare and had only been notified days prior to the taping.

10. Plaintiff/manager continued in his efforts to act in a managerial capacity throughout the show's taping and conclusion ending in and around September, 2009 (Labor Day weekend).

11. Subsequent to the filming of the first season of "Jersey Shore", there was a three (3) month grace period prior to the airing of the first season of "Jersey Shore", and at this juncture the show's success or viewing audience was completely unknown.

12. The show did not yet air and was scheduled to air in December, 2009. While the show was not known and its viewing audience and ratings not yet determined, the defendant/artist asked the plaintiff/manager to continue in his efforts and manage the defendant's career should the show meet with success.

13. Based on the defendant/artist's requests and representations to the plaintiff/manager and in reliance of her representations, the plaintiff/manager immediately created a website for the defendant/artist and began to create an "image" for the defendant/artist in order to capitalize on her potential success.

14. Plaintiff/manager immediately began to schedule the defendant/artist for "night club appearances", establish a public relations network (through Todd Shapiro Public Relations Group). The work performed by the plaintiff/manager led to:

- a. a website promoting the defendant/artist;
- b. worked with Power Play International for advertising;
- c. obtained a contract for the rights to the name "JWOWW" for a one year period;
- d. entered into an arrangement with a plastic surgeon to perform plastic surgery of the defendant/artist in return for free advertising and continued to receive cosmetic surgery such as cellulite reduction and other laser scar removal treatments.

15. Plaintiff/manager continued to act as the exclusive and sole manager of the defendant/artist, and as a result of his full time commitment, his ability to learn the intricacies of the entertainment business and market the defendant/artist to capture and take full advantage of the defendant/artist's new found fame and to market her in a profitable way to maximize her potential, the plaintiff/manager and defendant/artist executed a contract dated March 26, 2010.

16. Defendant/artist relied on plaintiff/manager to attend to all of her business and personal affairs and executed a Power of Attorney for plaintiff/manager to execute documents on her behalf in his managerial capacity thereby illustrating a confidence and reliance that defendant/artist had with plaintiff/manager.

17. The contract between the parties specifically set forth the managerial duties and requirements of the plaintiff/manager, the goals and anticipated accomplishments of the plaintiff/manager to market the defendant/artist as well as compensation due the plaintiff/manager as more fully set forth in paragraph 4 (a.) thru (c.) of the contract.

18. Thereafter, defendant/artist started to film the second season of "Jersey Shore" during which time the plaintiff/manager continued to work and develop the "personality of JWOWW and continued in his efforts to book the defendant/artist in personal appearances and various endorsement deals.

19. Plaintiff/manager, in addition to his daily responsibilities, also created a tanning lotion endorsement product deal by establishing a partnership and contract for all "JWOWW Beauty LLC" related products.

20. Plaintiff/manager also entered into a deal with "Australian Gold" for rights to a tanning lotion with the name "JWOWW" and established rights to the manufacturing, distribution and offered \$2.50 per bottle and guaranteed \$25,000.00 minimal up front. This resulted in the defendant/artist appearing at a convention and receiving remuneration in the sum of \$62,000.00.

21. Plaintiff/manager, pursuant to his obligations in his managerial contract was directed by the defendant/artist to act as her sole negotiating agent with MTV relating to her remuneration for the third season of "Jersey Shore". Defendant/artist, as a result of the plaintiff/manager's efforts, received a \$17,500.00 per episode raise and a \$75,000.00 bonus dependant on ratings at the end of the season.

22. Plaintiff/manager, directly through his efforts, was successful in terminating the defendant/artists's "favored nations clause" guaranteeing her the same compensation as the other cast members and received her business class added to MTV's related promotions.

AS AND FOR A FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)

23. Plaintiff, repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "22" of the

Complaint herein with the same force and effect as though fully set forth herein at length.

24. Despite the plaintiff/manager's efforts and signed agreement, the defendant/artist breached the terms and conditions of the contract and did not compensate plaintiff/manager for the work performed by him.

25. Defendant/artist breached the terms and conditions of said contract by failing to remunerate plaintiff/manager pursuant to the terms and conditions of the contract.

26. Plaintiff/manager was never compensated with any monies that were generated by website sales, contracts, MTV, poster sales, tanning lotion endorsements, running and operating of defendant/artist's facebook and twitter accounts, and attending to her every day needs and contractual obligations to various third parties which generated a substantial pecuniary gain to the defendant/artist.

27. Plaintiff/manager disbursed his own money with regard to various purchases, to wit: posters, diet supplemental endorsements, etc. While reimbursed for these monies, plaintiff/manager was never paid his proportionate share of the monies generated and paid directly to the defendant/artist.

28. Defendant/artist received remuneration from the projects referenced above, and more specifically, took money directly from the website as well as on PayPal and utilized these monies to pay her mortgage directly and also to pay various personal expenses. Although

defendant/artist advised plaintiff/manager that these monies would be forwarded to him, he was never compensated for any monies he was entitled to pursuant to these various business ventures.

29. As a result of the defendant/artist's breach of contract, plaintiff/manager was damaged in the sum of THREE HUNDRED FIFTH THOUSAND and NO/100 (\$350,000.00) DOLLARS.

AS AND FOR A SECOND CAUSE OF ACTION
(UNJUST ENRICHMENT)

30. Plaintiff, repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "29" of the Complaint herein with the same force and effect as though fully set forth herein at length.

31. Plaintiff/manager continued to work solely and exclusively on behalf of the defendant/artist and received no money for all the work performed.

32. Plaintiff/manager was precluded from working for anyone other than the defendant/artist during his tenure of employment, and could not generate any other money other than that he was entitled to from the defendant/artist.

33. As a direct result of plaintiff/manager's work, he developed the defendant/artist's "persona" thereby generating club appearances, tanning lotions, multiple other business ventures, and any and all business opportunities which the defendant/artist received remuneration and did not compensate plaintiff/manager.

34. For defendant/artist to have generated economic success in both the filming of the "Jersey Shore" and all economic enterprises established and negotiated by the plaintiff/manager without the defendant remunerating the plaintiff/manager for any of his services, the defendant/artist would be unjustly enriched if not directed by the Court to pay the plaintiff/manager the agreed upon sums as set forth in the contract between the parties.

35. As a result of the work performed by plaintiff/manager on behalf of defendant/artist, the plaintiff/manager is entitled to the sum of THREE HUNDRED FIFTY THOUSAND and NO/100 (\$350,000.00) DOLLARS based on Unjust Enrichment.

AS AND FOR A THIRD CAUSE OF ACTION
(ACCOUNTING)

36. Plaintiff, repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "35" of the Complaint herein with the same force and effect as though fully set forth herein at length.

37. Defendant/artist had agreed both individually and through her attorney and accountants to prepare a full and formal accounting for the plaintiff/manager and had notified the plaintiff/manager that the defendant/artist will afford an accounting to the plaintiff/manager so a final payment can be arranged.

38. Plaintiff/manager repeatedly attempted to contact the defendant/artist and her counsel for a full accounting of the

defendant/artist's various business activities, and to date has not been granted access to the defendant/artist's personal and corporate books and records.

39. Although repeated requests have been made upon the defendant/artist and her counsel, to date they have failed and refused to provide this accounting information.

40. Plaintiff/manager requests that defendant/artist be directed to produce all books and records to allow a proper accounting to be performed to determine the sum certain of the monies owed to the plaintiff/manager from the defendant/artist.

41. Defendant/artist is aware as well as her counsel that they are required to furnish a full accounting so that plaintiff/manager can assert his right pursuant to paragraph 4 a. thru c. of the managerial agreement so a proper monetary value can be established concerning plaintiff/manager's remuneration.

42. Plaintiff/manager requests that this Court direct the defendant/artist to provide a full and formal accounting of defendant/artist's personal and corporate endeavors including, but not limited to, the limited liability corporation and partnerships entered into by the defendant/artist.

43. By reason of the defendant/artist's wrongdoing, and by allowing the defendant/artist to keep all pecuniary benefits would unjustly enrich the defendant/artist at the expense of the

plaintiff/manager, and in the event that monies have and continue to be received by the defendant/artist, the Court in equity and good conscience should direct the defendant/artist to pay plaintiff/manager for the services provided.

AS AND FOR A FOURTH CAUSE OF ACTION
(DEFENDANT WAIVED ARBITRATION)

44. Plaintiff, repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "43" of the Complaint herein with the same force and effect as though fully set forth herein at length.

45. Plaintiff/manager has requested that defendant/artist agree to mediate and/or arbitrate and defendant/artist has advised that plaintiff/manager "has no contract", and no rights in which to enforce.

46. Plaintiff/manager, after defendant/artist refused to agree to any administrative remedy, called the attorney and has only received a termination letter and the promise of an accounting.

47. Defendant/artist has waived the right to any administrative remedy, and plaintiff/manager has a right to proceed to a judicial venue.

WHEREFORE, plaintiff/artist demands judgment against the defendant/artist in the sum of THREE HUNDRED FIFTY THOUSAND and NO/100 (\$350,000.00) DOLLARS in the First Cause of Action based on Breach of Contract, the sum of THREE HUNDRED FIFTY THOUSAND and NO/100 (\$350,000.00) DOLLARS in the Second Cause of Action based on Unjust

Enrichment, and that the Court, in equity and good conscience, direct the defendant/artist to pay plaintiff/manager for the services provided as set forth in the Third Cause of Action, together with the costs and disbursements of this action.

Dated: Garden City, New York
 December 3, 2010

Yours, etc.

By: 

JEFFREY I. BAUM
JEFFREY I. BAUM & ASSOCIATES, P.C.
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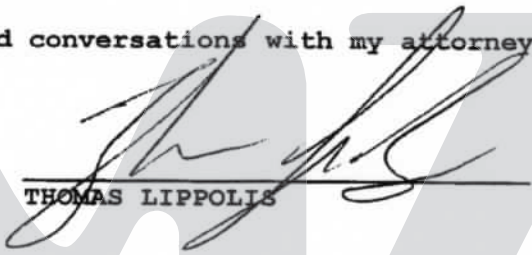
VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)


THOMAS LIPPOLIS, being duly sworn, deposes and says:

I am the plaintiff in the pending action; I have read the COMPLAINT, know the contents thereof, and the same are true to my knowledge except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief as to those matters therein not stated upon knowledge is based upon records and files and conversations with my attorney.


THOMAS LIPPOLIS

Sworn to before me this
2nd day of December, 2010


Notary Public

JEFFREY I. BAUM
Notary Public, State of New York
No. 4924453
Qualified in Nassau County
Term Expires Feb. 22, 2014
2014