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9 STACY YOUNG

FILED
LOS ANGELES SUPERIOR COURT
FEB 14 2007
JOHN A. CLARKE, CLERK
BY RUGENA LOPEZ, DEPUTY

D510
Jane Johnson
Case assigned to Judge

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

BC366331

12 STACY YOUNG, an individual,
13 Plaintiff,
14 vs.
15 JAIME FOXX, an individual; FOXXHOLE
16 RECORDS, INC., and DOES 1 THROUGH 25,
17 inclusive,
18 Defendants.

CASE NO. BC366331
COMPLAINT FOR:
1) BREACH OF EXPRESS ORAL AGREEMENTS;
2) BREACH OF IMPLIED-IN-FACT AGREEMENTS;
3) PROMISSORY ESTOPPEL;
4) UNJUST ENRICHMENT;
5) OPEN BOOK ACCOUNT FOR SERVICES RENDERED
DEMAND FOR JURY TRIAL

CIT/CASE: BC366331 LSA/REEM:
RECEIPT #: CR447728033
DATE PAID: 02/14/07 09:04:51 PM
PAYMENT: \$320.00 0310
RECEIVED:
CHECKS: 320.00
CASH:
CHANGE:
CASH:

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COMPLAINT

1 Plaintiff STACY YOUNG ("Plaintiff") alleges as follows:

2 **The Parties**

3 1. Plaintiff STACY YOUNG ("Plaintiff") is an individual who resides and works in the
4 County of Los Angeles.

5 2. Plaintiff is informed and believes and based thereon alleges that Defendant JAIME FOXX
6 ("Foxx") is an individual who resides and performs work in the County of Los Angeles.

7 3. Plaintiff is informed and believes and based thereon alleges that Defendant FOXXHOLE
8 RECORDS, INC. is a corporation organized and existing under the laws of the State of California.
9 (Defendants Foxx and Foxxhole Records, Inc. are collectively referred to as "Defendants").
10

11 4. Plaintiff is ignorant of the true names of defendants DOES 1 through 25 and therefore sues
12 such defendants by fictitious names. Plaintiff is informed and believes and based thereon alleges that
13 each fictitious defendant was in some way responsible for, participated in or contributed to the matters
14 and things of which Plaintiff complains herein, and in some fashion, has legal responsibility therefor.
15 When the exact nature and identity of such fictitious defendants' responsibility for, participation in, and
16 contribution to the matters and things herein alleged is ascertained by Plaintiff, Plaintiff will seek to
17 amend this Complaint and all proceedings herein to set forth the same.
18

19 5. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants
20 named herein along with each of the Doe Defendants are, and at all material times were, the agents or
21 servants of each other, and were, at all material times, acting within the course and scope of such agency,
22 with the knowledge and consent of each of the other Defendants.
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24 6. The basis of this lawsuit took place in the County of Los Angeles.
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1 **Factual Background:**

2 7. Plaintiff is a reputable celebrity fashion stylist who has worked as a celebrity stylist for
3 the last 12 years. As a celebrity stylist, Plaintiff meets with managers, representatives of the studio or
4 network, directors, publicists and artists to determine the nature of the artists' appearance, and then
5 prepares an arrangement of clothes, shoes and accessories for the artist to wear at the appearance. Due
6 to her experience, work ethic and talent, Plaintiff has worked with numerous high profile individuals.

7
8 8. One of the individuals with whom Plaintiff has worked is Defendant Foxx, a well known
9 actor and comedian. In June 2006, Defendants hired Plaintiff to work as Foxx's stylist for the 2006 Black
10 Entertainment Television ("BET") Awards (hereinafter referred to as "the BET Agreement"). Pursuant
11 to the BET Agreement, the parties agreed that Plaintiff would be paid for her services at a rate of \$2,850
12 per day. Plaintiff rendered services for Foxx as a stylist in June 2006 pursuant to the BET Agreement.
13 Despite rendering services, Defendants failed to pay Plaintiff, in full, for her work.

14
15 9. In or around July, 2006, Plaintiff was hired to work as Foxx's stylist for, among other
16 things, press junkets relating to the film *Miami Vice* (hereinafter referred to as "the Miami Vice
17 Agreement"). Pursuant to the Miami Vice Agreement, the parties agreed that Plaintiff would be paid for
18 her services at a rate of \$3,000 per day. In addition, the parties agreed that Plaintiff would be reimbursed
19 for costs (including, but not limited to, Federal Express and messenger fees) incurred by Plaintiff, in
20 connection with her work for Defendants. Despite rendering services, Defendants failed to pay Plaintiff,
21 in full, for her work. Defendants also failed to reimburse Plaintiff for costs incurred in connection with
22 her work for Defendants.

23
24 10. In or around July or August, 2006, Plaintiff demanded to be paid for her services and the
25 costs she incurred in connection with her services. Although Defendants represented that they would pay

1 Plaintiff, Defendants have failed to pay Plaintiff, in full, for the services she rendered. Defendants have
2 also failed to reimburse Plaintiff for certain costs incurred in connection with her services.

3 FIRST CLAIM FOR RELIEF

4 (Breach of Oral Agreements)

5 (By Plaintiff Against Defendants)

6
7 11. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation
8 contained in paragraphs 1 through 10 above as though fully set forth at length.

9 12. Plaintiff entered into two oral agreements with Defendants (the BET Agreement and
10 the Miami Vice Agreement). Pursuant to both agreements, Defendants agreed to pay Plaintiff a specific
11 daily rate for her services as a fashion stylist. With respect to the Miami Vice Agreement, Defendants
12 also agreed to reimburse Plaintiff for costs incurred by Plaintiff in connection with her services, such as
13 Federal Express and/or messenger fees.
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15 13. Except as excused by the conduct of Defendants, Plaintiff fulfilled each and every
16 obligation Plaintiff was legally required to perform under each agreement, including, but not limited to,
17 rendering services as a fashion stylist. Plaintiff also incurred thousands of dollars in costs in connection
18 with the services rendered for Defendants.

19 14. Defendants breached their obligations under the agreements (including, but not limited
20 to, the implied covenant of good faith and fair dealing) by, among other things, failing to pay Plaintiff,
21 in full, for the services Plaintiff rendered and, in the case of the Miami Vice Agreement, failing to
22 reimburse Plaintiff for certain costs Plaintiff incurred in connection with her services.
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24 15. Plaintiff demanded that Defendants comply with their obligations under each Agreement.
25 Defendants, however, have failed to comply.
26

1 16. As a proximate result of Defendants's breach of the agreements, Plaintiff has been
2 damaged in an amount according to proof at the time of trial, including accrued interest, late fees and
3 penalties.

4 SECOND CLAIM FOR RELIEF

5 (Breach of Implied-In-Fact Agreements)

6 (By Plaintiff Against Defendants)

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8 17. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation
9 contained in paragraphs 1 through 10, above as though fully set forth at length.

10 18. Plaintiff entered into two agreements with Defendants pursuant to which Defendants
11 agreed to pay Plaintiff for her services. With respect to the services rendered for the film *Miami Vice*,
12 Defendants also agreed to reimburse Plaintiff for costs incurred in connection with her services.
13 Defendants fully understood that by using Plaintiff's services and working with Plaintiff, Plaintiff fully
14 expected to be compensated for her services and/or reimbursed for the costs incurred in connection with
15 her services.

16
17 19. Defendants breached their obligations implied in fact under the terms of Plaintiff's
18 dealings with them by accepting Plaintiff's services and failing to compensate Plaintiff for them. Plaintiff
19 performed all of the terms of the implied in fact agreements.

20 20. As a proximate result of Defendants' breach of their implied in fact agreements to
21 compensate and/or reimburse Plaintiff, Plaintiff has been damaged in an amount according to proof at
22 the time of trial, including accrued interest, late fees and penalties.
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1 THIRD CLAIM FOR RELIEF

2 (Promissory Estoppel)

3 (By Plaintiff Against Defendants)

4 21. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation
5 contained in paragraphs 1 through 10 above as though fully set forth at length.

6 22. Defendants requested that Plaintiff render services as a fashion designer for Defendants
7 and represented to Plaintiff that they would compensate Plaintiff for her services and or reimburse
8 Plaintiff for certain costs.

9 23. Plaintiff actually and justifiably relied, to her detriment, on Defendants' representations
10 and conduct as set forth above. In reliance thereon, Plaintiff created concepts, expended time, money and
11 effort and conveyed her ideas, concepts and advice to Defendants.

12 24. Plaintiff has suffered damages as a result of Defendants' misrepresentations and
13 subsequent reliance on those misrepresentations. Based on Defendants' misrepresentations, Plaintiff
14 turned down other employment offers from third parties to work with Defendants and expended
15 substantial time, money and effort in her preparation and work for Defendants.

16 25. As a proximate result of Defendants' representations and conduct, Plaintiff has suffered
17 significant damages in an amount to be determined at trial.

18 FOURTH CLAIM FOR RELIEF

19 (Unjust Enrichment)

20 (By Plaintiff Against Defendants)

21 26. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation
22 contained in paragraphs 1 through 10 above as though fully set forth at length.

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2. For incidental and consequential damages according to proof;

ON THE THIRD CAUSE OF ACTION:

1. For damages in an amount according to proof at the time of trial, but in excess of the Court's minimum jurisdictional amount;

ON THE FOURTH CAUSE OF ACTION:

1. For restitution and disgorgement according to proof at the time of trial, but in excess of this Court's minimum jurisdictional amount.

ON THE FIFTH CAUSE OF ACTION:

1. For damages in an amount according to proof at the time of trial, but in excess of the Court's minimum jurisdictional amount;

ON ALL CAUSES OF ACTION:

- 1. For costs of suit incurred herein and interest at the legal rate
- 2. For such other and further relief as this court deems just and proper.

Dated: February 12, 2007

ISAACMAN, KAUFMAN & PAINTER,
A Professional Corporation

By: Brian Kaufman
BRIAN W. KAUFMAN
Attorneys for STACY YOUNG

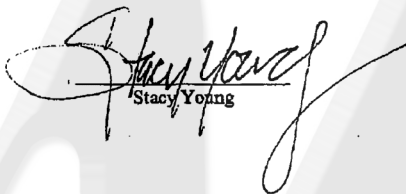
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VERIFICATION

I have read the foregoing COMPLAINT FOR: 1) BREACH OF EXPRESS ORAL CONTRACT; 2) BREACH OF IMPLIED-IN-FACT CONTRACT; 3) PROMISSORY ESTOPPEL; 4) UNJUST ENRICHMENT; 5) OPEN BOOK ACCOUNT FOR SERVICES RENDERED and know its contents. I am a party to this action, and make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief and, as to those matters, I believe them to be true.

Executed on this 12 day of February, 2007, at Beverly Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Stacy Young