

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

FRALEY INTERNATIONAL, LLC,)
)
 Plaintiff,)
)
 v.)
)
 TNA ENTERTAINMENT, LLC,)
)
 Defendant.)

Case No. 16-588-II

2016 JUN -7 PM 4: 01
DAVIDSON COUNTY
CLERK OF COURT
DO&M

FILED

COMPLAINT

The Plaintiff, by and through counsel, states its claims against the Defendant, as follows.

PARTIES

1. Fraley International, LLC ("Fraley") is an active Tennessee limited liability company with a principal business address of 19106 Wyndchase Circle, Franklin, Tennessee 37067-6146.

2. TNA Entertainment, LLC ("TNA") is an active Delaware limited liability company that is authorized to do business in Tennessee with a principal business address of Suite 302, 209 10th Avenue South, Nashville, Tennessee 37203-0730, a registered agent of CT Corporation System, Suite 2021, 800 S. Gay Street, Knoxville, Tennessee 37929-9710, and a Tennessee control number of 000434684.

JURISDICTION AND VENUE

3. At all times relevant TNA operated in Davidson County, Tennessee. Fraley provided services to TNA in Davidson County, Tennessee.

4. Jurisdiction and venue are proper in this Court.

FACTS

5. TNA develops and promotes original professional wrestling programming for cable, pay-per-view specials, and live events.

6. TNA was founded in 2002 and is headquartered in Nashville, Davidson County, Tennessee.

7. TNA has contracted at various times with Fraley for Fraley to design and order various merchandise for TNA, including, but not limited to, t-shirts, cups, and sunglasses.

8. In these transactions, Fraley designs the merchandise, sources the merchandise, orders the merchandise, and has the merchandise delivered to TNA. Fraley fronts all costs and is not reimbursed until payment is received from TNA.

9. Over the period of September 2015 through December 2015, TNA placed twenty-three different orders with Fraley, ranging from t-shirts to arm bands to dvds.

10. In each instance, Fraley took all necessary steps to design, source, order, and have the merchandise completed and delivered to TNA.

11. In each instance, TNA accepted the merchandise.

12. In each instance, TNA accepted the merchandise without objection or complaint.

13. In each instance, the merchandise was in good working order and was consistent with TNA's order.

14. In each instance, TNA failed to pay Fraley for the merchandise. Specifically, TNA owes Fraley the following amounts:

DATE OF ORDER	INVOICE NUMBER	OUTSTANDING BALANCE
9/8/2015	1239	\$1,397.40
9/9/2015	1240	\$1,152.60
9/28/2015	1241	\$4,000.00
9/30/2015	1242	\$1,330.80
9/30/2015	1243	\$2,100.00
9/30/2015	1244	\$1,224.60
10/1/2015	1245	\$1,056.00
10/2/2015	1246	\$2,280.00
10/9/2015	1247	\$1,056.00
10/15/2015	1248	\$2,750.00
10/20/2015	1249	\$1,000.70
11/3/2015	1250	\$1,605.60
11/3/2015	1251	\$1,335.60
11/16/2015	1252	\$800.00
11/17/2015	1253	\$1,296.00
11/18/2015	1254	\$8,060.05
11/19/2015	1255	\$1,083.00
11/19/2015	1256	\$808.20
11/23/2015	1257	\$1,516.20
11/24/2015	1258	\$1,482.60
11/27/2015	1259	\$2,322.00
12/22/2015	1261	\$1,653.60

12/22/2015	1262	\$2,037.75
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15. The total of the unpaid invoices itemized in Paragraph 14 is \$43,348.70.

**COUNT I
BREACH OF CONTRACT**

16. Fraley incorporates Paragraphs 1-15.

17. With respect to each of the orders described in Paragraph 14:

- a. TNA ordered the merchandise from Fraley;
- b. Fraley agreed to design, source, and obtain the merchandise;
- c. TNA agreed to pay for the merchandise;
- d. There was offer, acceptance, and a meeting of the minds;
- e. Fraley performed in all respects;
- f. There was a valid and binding oral contract between Fraley and TNA;
- g. TNA breached the contract by failing to pay for the merchandise.

18. TNA has breached its contract(s) with Fraley, and owes Fraley \$43,348.70.

**COUNT II
IMPLIED CONTRACT/QUANTUM MERUIT/UNJUST ENRICHMENT**

19. Fraley incorporates Paragraphs 1-18.

20. TNA ordered the merchandise described herein, received the merchandise described herein, and benefitted from the services provided by Fraley.

21. TNA has failed to pay Fraley.

22. TNA has been unjustly enriched, and is liable to Fraley under the theories of implied contract/quantum meruit/unjust enrichment.

**COUNT III
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

23. Fraley incorporates Paragraphs 1-22.

24. Every contract is accompanied by an implied covenant of good faith and fair dealing.

25. TNA approached Fraley with various requests and orders.

26. Fraley fulfilled the requests and orders in accordance with the typical practice between Fraley and TNA.

27. TNA has refused to pay without any justification whatsoever, leaving Fraley to bear all expenses associated with the merchandise received and enjoyed by TNA.

WHEREFORE, Fraley respectfully requests:

1. That judgment be entered for Fraley and against TNA;
2. That Fraley be awarded compensatory damages in an amount to be proven at trial but not to be less than \$43,348.70.
3. That Fraley be awarded pre-judgment interest and discretionary costs; and
4. That court costs be taxed against TNA.

Respectfully submitted,

FARMER PURCELL WHITE & LASSITER, PLLC

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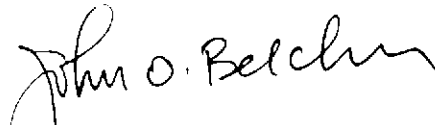
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We acknowledge ourselves as surety for all court costs and taxes in this case in accordance with Tenn. Code Ann. § 20-12-120.

FARMER PURCELL WHITE & LASSITER, PLLC



John O. Belcher