

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

NICHOLE L. GILBERT and NOEGO
ENTERTAINMENT, LLC,

Plaintiffs,

v.

THINKFACTORY MEDIA, INC. and TV
ONE, LLC,

Defendants.

CIVIL ACTION FILE NO.

COMPLAINT FOR DAMAGES

COME NOW, Plaintiffs Nichole L. Gilbert (“Gilbert”) and NOEGO Entertainment, LLC (“NOEGO”) (collectively, “Plaintiffs”), by and through their undersigned counsel, and file their Complaint (the “Complaint”) against ThinkFactory Media, Inc. (“TFM”) and TV One, LLC (“TV One”) (collectively, “Defendants”) respectfully showing the Court as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff Nichole L. Gilbert is an individual residing in Atlanta, Fulton County, Georgia.

2.

Defendant ThinkFactory Media, Inc. is a corporation duly organized and existing under the laws of the state of California with its principal place of business in Los Angeles, California and is a television and film production company. The Court has personal jurisdiction over ThinkFactory Media, Inc. pursuant to § O.C.G.A. 9-10-91(1), (2) and (3).

3.

Defendant TV One, LLC is a limited liability company duly organized and existing under the laws of the state of Delaware with its principal place of business in Silver Springs, Maryland

and operates television network TV One. The Court has personal jurisdiction over TV One, LLC pursuant to § O.C.G.A. 9-10-91(1), (2) and (3).

4.

Venue is proper in this Court pursuant to § O.C.G.A. 9-10-93.

5.

The Court has subject matter jurisdiction over the claims in this action.

NATURE OF THE ACTION AND BASIC FACTS OF THE DISPUTE

6.

Defendant TFM, a television and film production company worth approximately \$50,000,000, believes it has the power to unilaterally decide to take away money contractually owed to Plaintiff Gilbert, the creator, executive producer and former on-screen talent of the hit reality television series R&B Divas. TFM has done so in furtherance of its ultimate goal to undermine, minimize and ultimately eliminate Plaintiff Gilbert's involvement and role as executive producer and creator of the reality series.

7.

Notwithstanding that R&B Divas is the highest-rated television series in network TV One's history and has generated tens of millions of dollars, from the very beginning of Plaintiffs' and Defendants' business relationships, Defendant TFM has engaged in a scheme, joined in by Defendant TV One at times, to ultimately oust Plaintiff Gilbert from the series that she worked for eight years to create and develop.

8.

R&B Divas is a reality television series starring award-winning R&B female singers and offers an inside look into their personal lives and music careers. Plaintiff Gilbert created the concept of R&B Divas in 2003 and spent eight years developing and building the R&B Divas

brand. Plaintiff Gilbert pitched the show concept to TV One as early as 2007. In mid-2011, Plaintiff Gilbert presented the concept for R&B Divas to TFM, with a full cast including, Faith Evans, Syleena Johnson, Monifah Carter and Angie Stone. Plaintiff Gilbert also funded the pilot.

9.

Plaintiffs and TFM agreed that TFM would further develop and produce the Series for television. On or about August 26, 2011, TFM and Plaintiffs Gilbert and NOEGO entered into an Agreement, as amended on November 16, 2012 (the “Agreement”), with respect to the R&B Divas Series which provided amongst other things, that Plaintiff Gilbert would provide executive producer and on-screen talent services.

10.

TV One subsequently picked up the R&B Diva Series. Upon information and belief, TFM and TV One entered into an Agreement with respect to the ownership and broadcasting R&B Divas series.

11.

Prior to and after entering the Agreement, Plaintiff Gilbert expressed to TFM that the Series would be a positive show and a springboard to re-launch the cast members’ careers and rebuild their brands. At all times, Plaintiff Gilbert made the purpose of the show clear to TFM and as such, it was imperative that she and co-executive producer Faith Evans remain intimately involved in the creative direction of the Series. All of the key TFM executives, including Adam Reed and Aaron Fishman, understood the purpose of the show and agreed and reassured Plaintiff Gilbert that they would always work to help protect their brands, reflect positive images on the show and that the goal of the show was not to be “train wreck T.V.”

12.

Relying on TFM's assurances and representations, Plaintiffs entered into the Agreement on or about August 26, 2011. The Agreement requires TFM is required to pay Plaintiff NOEGO for Plaintiff Gilbert's executive producer services on the Atlanta Series at a specified rate per episode. As amended, the Agreement also requires TFM to pay Plaintiff NOEGO for Plaintiff Gilbert's executive producer services on the L.A. Series at a specified rate per episode. The Agreement also requires that TFM meaningfully consult Plaintiff Gilbert on all key creative matters concerning the Series.

13.

A few weeks into the production of the first season of the Atlanta Series ("Season 1 Atlanta"), TFM executive and show runner Aaron Fishman began to create a hostile work environment by among other things, making derogatory and offensive comments and jokes, primarily directed toward female employees and talent. He also took actions that undermined the goal of keeping the Series a positive such as directing staff members to continually serve alcoholic beverages to make certain cast members "interesting" and to creating situations to elevate drama and aggression. All such actions undermined Plaintiff Gilbert's status and authority as an Executive Producer.

14.

During Season 1 Atlanta, the production team, including Plaintiff Gilbert and Ms. Evans met weekly and discussed, amongst other things, the creative direction of the show. However, as the production on Season 1 Atlanta progressed, the production team began to alienate Plaintiff Gilbert and Ms. Evans creatively.

15.

In August 2012, after the first episode of Season 1 Atlanta aired, TFM and/or TV One released or caused to be released states that Plaintiff Gilbert was a “terror to work with” and was being fired from the Series. TV One immediately issued a press release stating that such reports were not true, but that was the first in a series of public statements by TFM/TV One negatively impacting Plaintiffs.

16.

By the end of the airing of Season 1 Atlanta, it became clear that TFM used editing and other methods of manipulation to vilify Plaintiff Gilbert. In addition, Mr. Fishman’s conduct continued to create a hostile work environment. As a result, in October 2012, Plaintiff Gilbert sent an email to Adam Reed stating that she wished to not return as on-screen talent, but that she would continue to fulfill her executive producer duties.

17.

In November 2012, Plaintiff Gilbert met with TV One executives and representatives Alfred Liggins, Toni Judkins, Nikki Weber and Jubba Seed in addition to TFM executives Adam Reed and Leslie Greif. Both TV One and TFM promised that Aaron Fishman would not return as show runner, that a new show runner would be hired for the second season of the Atlanta series (“Season 2 Atlanta”) and that the show would reflect more positive images than previously shown on the Series. Relying on these assurances, Plaintiff Gilbert agreed to return as on-screen talent for Season 2 Atlanta. During this time, TFM informed Plaintiff Gilbert that TV One green-lighted a spinoff, R&B Divas L.A., which would be starting production concurrently with the Atlanta Series. TFM also reassured Plaintiff Gilbert and Plaintiff Evans that they would continue to be actively involved in both Series and meaningfully consulted on all creative matters concerning the Series.

18.

In January 2013, two days before production of Season 2 Atlanta began, TFM announced that Aaron Fishman would be returning to oversee production of Season 2 Atlanta. Upon information and belief, TFM never had any intention of terminating Mr. Fishman. In fact, TFM promoted Mr. Fishman to Executive Vice President over the franchise, overseeing all logistics with the final determination on all creative matters.

19.

During the production Season 2 Atlanta, TFM failed to consult Plaintiff Gilbert about the Series. She was no longer invited to the weekly executor producer meetings and was no longer consulted about content, scene locations, editing or other creative matters. Plaintiff Gilbert informed TFM and TV One about the impropriety of this exclusion but neither TFM nor TV One resolved the issue.

20.

During Season 2 Atlanta, TFM continued to manufacture drama on the Series and created circumstances that ultimately damaged Plaintiff Gilbert. For example, in March 2013, TFM instructed Syleena Johnson, one of the Atlanta Series cast members, to verbally attack Plaintiff Gilbert on camera. Meanwhile, other disagreements erupted off camera, including a disagreement between then-cast member LaTocha Scott's husband and Plaintiff Gilbert's husband. Ms. Scott's husband ultimately pulled a gun on Plaintiff Gilbert's husband. Neither TFM nor TV One took reasonable measures to address this life-threatening matter. Not only did Defendants fail to call law enforcement, Defendants chose to whisk Plaintiff Scott's husband away before any authorities were notified. Plaintiff Gilbert's then legal counsel contacted TFM and TV One to inform them that for safety reasons, Plaintiff Gilbert would no longer be filming.

TFM responded that Plaintiff Gilbert was required to fulfill her contractual obligations in spite of her safety concerns.

21.

In May 2013, Season 2 Atlanta aired and once again TFM used editing to discredit and vilify Plaintiff Gilbert. In July 2013, Plaintiff Gilbert and Ms. Faith Evans met with TV One executives, including Alfred Liggins, Christina Norman and D'Angela Proctor to discuss the progression of the Series. Plaintiff Gilbert and Ms. Evans expressed that both the Atlanta and L.A. casts were unhappy with TFM as TFM used the same improper tactics with respect to the first season of the L.A. Series ("Season 1 L.A."). TV One appeared to be in support of Plaintiff Gilbert and Ms. Evans and stated that they would address their concerns with TFM. The following month, D'Angela Proctor contacted Plaintiff Gilbert to discuss the third season of the Atlanta Series ("Season 3 Atlanta") and the second season of the L.A. Series ("Season 2 L.A."). Plaintiff Gilbert expressed that she was ready to move forward, however, once Ms. Proctor stated that TV One decided to move forward with TFM, Plaintiff Gilbert expressed her reluctance to return and stated that, at a minimum, she would need to re-negotiate her contract.

22.

In October 2013, prior to the production of Season 3 Atlanta, Ms. Evans' and Plaintiff Gilbert's attorneys sent requests to TV One & TFM Legal to address certain on-screen and executive producer issues, including the ability to see edits prior to airing, and other issues concerning related programs. TFM responded to the requests with a letter stating that TFM would not renew Plaintiff Gilbert's and Ms. Evans' on-screen option but they would remain involved as executive producers. Furthermore, their executive producer compensation would be reduced by 50% in accordance with the Agreement.

23.

Also in October 2013, Plaintiff Gilbert received a call from Jamie Foster Brown, Plaintiff Gilbert's long time friend and owner of Sister 2 Sister magazine, an affiliate of Radio One/Interactive One. Ms. Foster Brown stated that she had spoken with Cathy Hughes, founder of TV One, and that Ms. Hughes wanted all of the drama and negativity associated with the brand to cease. Ms. Foster Brown expressed surprise that Plaintiff Gilbert and Ms. Evans as executive producers would produce a show that was negatively impacting so many brands. In response, Plaintiff Gilbert expressed to Ms. Foster Brown that she and Ms. Evans were not responsible for the images portrayed on the Series and that she and Ms. Evans were no longer actively involved in the show as Executive Producers. Plaintiff Gilbert and Ms. Foster Brown also discussed the L.A. reunion show where the L.A. cast shared explosive accusations about the Series.

24.

Ultimately without Plaintiff Gilbert's knowledge or consent, Ms. Foster Brown printed her and Plaintiff Gilbert's entire conversation in the November 2013 Sister to Sister magazine. TFM sent a letter to Plaintiff Gilbert stating that the article constituted a breach of the confidentiality and non-disparagement provisions of the Agreement.

25.

In October 2013, Plaintiff Gilbert's attorney made several attempts to obtain information from TFM about the upcoming shooting schedules for Season 3 Atlanta and Season 2 L.A. TFM did not respond to Plaintiff Gilbert's attorney. Instead, Plaintiff Gilbert discovered, through internet research that casting and production for Season 3 Atlanta and Season 2 L.A. was underway and the series had been recast. Plaintiff Gilbert should have received her first payment for executive producer fees at this time.

26.

In November 2013, TV One issued a press release regarding R&B Divas Atlanta which excluded Plaintiff Gilbert and Ms. Evans as executive producers. When Plaintiff Gilbert's and Ms. Evans' attorneys sent a letter to TV One about the omission, TV One stated that Plaintiff Gilbert and Ms. Evans were omitted in error and the error would be corrected with the next press release.

27.

By December 2013, Plaintiff Gilbert still had not received any payment for executive producer fees, despite the fact that Ms. Evans and other executive producers had received their compensation. Plaintiff Gilbert's attorneys inquired about payment of the compensation owed but again such inquiries were ignored. Plaintiff Gilbert requested a payment schedule from TFM's payroll department and in response Plaintiff Gilbert's attorney received an email stating that Ms. Gilbert should not contact TFM again and that all issues should be addressed through legal. Plaintiff Gilbert sent an email to TV One executives Alfred Liggins and D'Angela Proctor explaining that she had not received my payment or any correspondence regarding same. Ms. Proctor stated that she would look into the issue.

28.

To date, TFM has not paid Plaintiffs any compensation for Plaintiff Gilbert's executive producer services for Season 3 Atlanta and Season 2 L.A. TFM maintains that it has withheld Plaintiff Gilbert's compensation *in toto*, alleging that she has breached the confidentiality and non-disparagement provisions of the Agreement. Plaintiff has not breached the Agreement, however, TFM has refused to pay Ms. Gilbert the compensation due and owing under the Agreement without condition. In addition, despite Plaintiffs' repeated requests, TFM has failed

to provide an accounting or statement regarding the amount of contingent compensation owed to Plaintiffs under the Agreement.

29.

Defendants' actions have caused Plaintiffs to suffer great harm including serious financial harm and damage to personal and professional reputations. Defendants have not only effectively pushed Plaintiff Gilbert out of a Series that she worked for eight years to create, but they have also interfered with her other business ventures and have made it difficult for her to work in the entertainment industry. Plaintiffs' total damages are undetermined at this time, but currently exceed \$10,000,000.

CAUSES OF ACTION

Count I

Breach of Contract

(By Plaintiffs Against Defendant TFM)

30.

Plaintiffs incorporate and re-allege Paragraphs 1-29 of the Complaint as if fully stated herein.

31.

Pursuant to the Agreement, Plaintiff NOEGO is entitled to be paid for Plaintiff Gilbert's executive producer services on the Atlanta and L.A. Series at a specified rate per episode (amounts differ on Atlanta and L.A. Series). In addition, Plaintiff NOEGO is entitled to be paid contingent compensation and other amounts specified in the Agreement.

32.

On February 27, 2014, Defendant TFM informed Plaintiff Gilbert that it was withholding Plaintiffs' executive producer compensation for Season 3 Atlanta and Season 2 L.A., based on Plaintiffs' alleged breach of confidentiality and non-disparagement provisions of the Agreement. Plaintiff is not in breach of the Agreement and TFM has not obtained a determination by a court of law or other neutral party with binding legal authority that Plaintiff is in breach of the Agreement. To date, TFM has not paid Plaintiffs the compensation due and owed under the Agreement and refuses to do so without condition.

33.

TFM's conduct in refusing to pay Plaintiffs' compensation owed under the Agreement constitutes a material breach of the Agreement. Despite language in the Agreement indicating that payment of Plaintiffs' compensation is somehow subject to Plaintiffs not being in breach of the Agreement, the Agreement does not define material breach nor states that a breach of the confidentiality or disparagement provisions constitute a material breach, no court of law or other neutral party with binding legal authority has determined that Plaintiff is in breach and nothing in the Agreement allows TFM to withhold Plaintiffs' compensation in its entirety as a penalty for a breach.

34.

Pursuant to the Agreement, TFM is required to meaningfully consult with Plaintiff Gilbert on all key creative matters for the Series.

35.

By January 2013, Defendant TFM failed to meaningfully consult Plaintiff Gilbert on key creative matters, including show content, casting and editing. In connection with Season 2 Atlanta/Season 1 L.A., TFM excluded Plaintiff Gilbert from the weekly executive producer

meetings that she attended in connection with Season 1 Atlanta. For Season 3 Atlanta, Plaintiff Gilbert was completely omitted from the casting process and shut out from the creative process.

36.

TFM's conduct in refusing to meaningfully consult Plaintiff Gilbert on key creative matters regarding the Series constitutes a material breach of the Agreement.

37.

Plaintiffs have performed all conditions, covenants and promises required pursuant to the Agreement, except for those conditions, covenants and promises which have been prevented or otherwise excused by TFM's conduct.

38.

As a direct and proximate result of TFM's breaches of the Agreement, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000 together with interest thereon at the maximum legal rate.

Count II

Breach of Implied Covenant of Good Faith and Fair Dealing

(By Plaintiffs Against Defendant TFM)

39.

Plaintiffs incorporate and re-allege Paragraphs 1-38 of the Complaint as if fully stated herein.

40.

Implied in every contract is a duty of good faith and fair dealing which requires that parties to a contract exercise good faith and honest judgment in carrying out their rights and obligations under the contract and not act arbitrarily or capriciously or with an improper motive. This covenant is implied into the Agreement, and imposes upon TFM a duty not to engage in

acts or omissions that would frustrate the enjoyment of Plaintiffs' rights and benefits owed or reasonably expected under the Agreement.

41.

TFM breached the implied covenant of good faith and fair dealing and denied Plaintiffs the rights and benefits to which they are entitled or reasonably expected under the Agreement by breaching the contract as described above and by permitting and conspiring with Defendant TV One in interfering with and frustrating the purpose of the Agreement and preventing Plaintiffs from receiving the benefits reasonably expected under the Agreement, including payment of the executive producer compensation and contingent compensation contemplated in the Agreement. TFM pursued this course of conduct in bad faith and with the intent to interfere with, injure and frustrate the enjoyment of the benefits and rights conferred upon Plaintiffs pursuant to the terms of the Agreement.

42.

Plaintiffs have been damaged as a result of TFM's breach of the implied duty of good faith and fair dealing.

43.

As a direct and proximate result of the breaches of the covenant of good faith and fair dealing inherent in the Agreement, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count III

Fraudulent Inducement

(By Plaintiffs Against Defendant TFM)

44.

Plaintiffs incorporate and re-allege Paragraphs 1-43 of the Complaint as if fully stated herein.

45.

Prior to entering into the Agreement, Plaintiff Gilbert expressed to TFM that she created the Show to reflect positive images and as a springboard to re-launch the cast members' careers and rebuild their brands. At all times, Plaintiff Gilbert made the purpose of the Series clear to TFM and as such, it was imperative that she and Ms. Evans remain intimately involved in the creative direction of the show.

46.

Prior to entering into the Agreement, TFM representatives Adam Reed and Aaron Fishman represented to Plaintiff Gilbert that they understood the purpose of the Series, the show would remain positive, that it would work to protect Plaintiff Gilbert and the other cast members' brands and that the goal of the Series was not to be "train wreck TV". Plaintiffs entered into the Agreement in reliance of TFM's representations.

47.

Upon information and belief, TFM's statements were false when made as TFM knew that it intended to create a drama-ridden show that would reflect the negative images commonly seen on reality television. TFM made these material misrepresentations with the specific intent that Plaintiff would rely on these statements and to induce Plaintiffs to enter the Agreement.

48.

Plaintiffs did reasonably rely on TFM's misstatements to Plaintiffs' detriment and executed the Agreement.

49.

As a direct and proximate result of TFM's fraudulent inducement, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count IV

Fraudulent Misrepresentation

(By Plaintiffs Against Defendants TFM and TV One)

50.

Plaintiffs incorporate and re-allege Paragraphs 1-49 of the Complaint as if fully stated herein.

51.

Prior to the filming of Season 2 Atlanta, Plaintiff Gilbert expressed to TFM and TV One that she did not wish to return as on-screen talent as a result of the creation of a hostile work environment by Aaron Fishman, TFM's manufacturing of circumstances and use of editing to vilify Plaintiff Gilbert and the negative images being portrayed on the Series. In a November 2012 meeting with TV One Executives Alfred Liggins, Toni Judkins, Nikki Weber and Jubba Seed in addition to TFM representatives, Adam Reed and Leslie, both TV One and TFM promised that Aaron Fishman would not return as show runner, that a new show runner would be hired for Season 2 Atlanta and that the show would be a more positive show.

52.

Upon information and belief, at the time Defendants made these misrepresentations Defendants knew they were false. In particular, TFM did not have any intention of removing Aaron Fishman as show runner, but instead promoted him to Executive Vice President over the franchise, overseeing all logistics and final determination on all creative matters.

53.

Defendant made the aforementioned false statements with the intent that Plaintiffs would rely on the statements and to induce Plaintiff Gilbert to return as on-screen talent for Season 2 Atlanta.

54.

Plaintiffs did reasonably rely on Defendant's misrepresentations to Plaintiffs' detriment and Plaintiff Gilbert agreed to return as on-screen talent for Season 2 Atlanta. Plaintiffs suffered great harm as result of appearing on Season 2 Atlanta, including but not limited to, damage to Plaintiff Gilbert's image and reputation as a result of her portrayal as the Atlanta Series villain, loss of numerous business opportunities, and involvement in a life-threatening incident where a gun was pulled on Ms. Gilbert's husband.

55.

As a direct and proximate result of TFM's and TV One's fraudulent misrepresentations and/or omissions, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count V

Negligent Misrepresentation

(By Plaintiffs Against Defendants TFM and TV One)

56.

Plaintiffs incorporate and re-allege Paragraphs 1-55 of the Complaint as if fully stated herein.

57.

At the time Defendants made the misrepresentations referenced in Paragraph 51, Defendants knew the statements were false or were negligently made. In particular, TFM did not have any intention of removing Aaron Fishman as show runner, but instead promoted him to Executive Vice President over the franchise, overseeing all logistics and final determination on all creative matters.

58.

Defendant purposely or negligently made the aforementioned false statements with the intent that Plaintiffs would rely on the statements and to induce Plaintiff Gilbert to return as on-screen talent for Season 2 Atlanta.

59.

Plaintiffs did reasonably rely on Defendant's misrepresentations to Plaintiffs' detriment and Plaintiff Gilbert agreed to return as on-screen talent for Season 2 Atlanta. Plaintiffs suffered great harm as result of appearing on Season 2 Atlanta, including but not limited to, damage to Plaintiff Gilbert's image and reputation as a result of her portrayal as the Atlanta Series villain, loss of numerous business opportunities, and involvement in a life-threatening incident where a gun was pulled on Ms. Gilbert's husband.

60.

As a direct and proximate result of TFM's and TV One's negligent misrepresentations and/or omissions, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count VI

Unjust Enrichment

(By Plaintiffs Against Defendant TFM)

61.

Plaintiffs incorporate and re-allege Paragraphs 1-60 of the Complaint as if fully stated herein.

62.

Defendant TFM wrongfully withheld Plaintiffs' compensation, which is a monetary benefit conferred upon Defendant.

63.

Defendant is not entitled to retain Plaintiffs' compensation and under the circumstances described herein, it is inequitable for the Defendant to retain the benefit of retaining Plaintiffs' compensation.

64.

In addition, due to the improper actions of Defendant, Plaintiffs seek restitution from Defendant that will put the Plaintiffs in as good a position if Defendant made timely payment of Plaintiffs' compensation.

65.

As a direct and proximate result of TFM's actions, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

66.

Plaintiff is also entitled to prejudgment interest that will indemnify Plaintiff for the loss of monies due to it as a result of Defendant's inequitable and improper acts.

Count VII

Tortious Interference with Business Relations

(By Plaintiffs Against Defendants TFM)

67.

Plaintiffs incorporate and re-allege Paragraphs 1-66 of the Complaint as if fully stated herein.

68.

Plaintiffs had business relationships with Arthur Primas, a highly successful promoter, SonSi/Lane Bryant, a plus-size women's clothing retailer, Catherines, a plus-size women's clothing retailer and Nordstrom, an upscale fashion retailer. Plaintiffs' primary business with Mr. Primas concerned producing an R&B Divas tour. Plaintiffs' relationship with SonSi/Lane Bryant, Catherines and Nordstrom was in connection with the sale of merchandise from Plaintiffs' plus-size clothing line, Curvato.

69.

TFM knew that Plaintiffs had business relationships with Arthur Primas, and with retailers that would sell merchandise from Plaintiff Gilbert's clothing line, including SonSi/Lane Bryant, Catherines and Nordstrom.

70.

TFM, knowing of those relationships, intentionally interfered with them by:

(a) Soliciting another production company to produce the tour, despite knowledge of the business deal with Arthur Primas to produce the tour;

(b) Instructing Syleena Johnson's sister and manager to state on-screen that she and another production company were going to produce the tour, which resulted in a public dispute that tainted the tour;

(c) Issuing or causing to be issued media reports that a competing production company would promote the tour; and

(d) Issuing false and negative media reports and reflecting a falsely negative image of Plaintiff Gilbert on the Series that led to clothing retailers backing out of prospective contracts concerning the sale of Curvato merchandise.

71.

Defendant acted with the sole purpose of harming Plaintiffs, or, failing that level of malice, used dishonest, unfair, or improper means to interfere with Plaintiffs' relationships with Arthur Primas, and with retailers that would sell merchandise from Plaintiff Gilbert's clothing line, including SonSi/Lane Bryant, Catherines and Nordstrom.

72.

Plaintiffs' relationships with Arthur Primas, and with retailers that would sell merchandise from Plaintiff Gilbert's clothing line, including SonSi/Lane Bryant, Catherines and Nordstrom were injured.

73.

As a direct and proximate result of TFM's tortious interference with business relations, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count VIII

Tortious Interference with Prospective Economic Advantage

(By Plaintiffs Against Defendant TFM)

74.

Plaintiffs incorporate and re-allege Paragraphs 1-73 of the Complaint as if fully stated herein.

75.

Plaintiffs had prospective contracts with Arthur Primas, and with retailers that would sell merchandise from Plaintiff Gilbert's clothing line, including Sonsi/Lane Bryant, Catherines and Nordstrom.

76.

Plaintiffs had a reasonable expectation of economic advantage in its prospective contracts with Arthur Primas, and with retailers that would sell merchandise from Plaintiff Gilbert's clothing line, including Sonsi/Lane Bryant, Catherines and Nordstrom.

77.

However, Defendants maliciously interfered with those prospective contracts by:

- (a) Soliciting another production company to produce the tour, despite knowledge of the business deal with Arthur Primas to produce the tour;
- (b) Instructing Syleena Johnson's sister and manager to state on-screen that she and another production company were going to produce the tour, which resulted in a public dispute that tainted the tour;
- (c) Issuing or causing to be issued media reports that a competing production company would promote the tour; and
- (d) Issuing false and negative media reports and reflecting a falsely negative image of Plaintiff Gilbert on the Series that led to clothing retailers backing out of prospective contracts concerning the sale of Curvato merchandise.

78.

Plaintiffs were not able to enter into contracts with Arthur Primas, and with individuals and companies in connection with Plaintiff Gilbert's clothing line, including Sonsi/Lane Bryant, Catherines and Nordstrom as a result of Defendants' malicious interference.

79.

As a direct and proximate result of TFM's tortious interference with prospective economic advantage, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count IX

Recovery of Unpaid Wages

(By Plaintiffs Against TFM)

80.

Plaintiffs incorporate and re-allege Paragraphs 1-79 of the Complaint as if fully stated herein.

81.

Pursuant to the Agreement, TFM is required to pay Plaintiff NOEGO for Plaintiff Gilbert's executive producer services on R&B Divas Atlanta and R&B Divas L.A. at a specified rate per episode. In addition, Plaintiff Gilbert through Plaintiff NOEGO is entitled to be paid contingent compensation and other amounts specified in the Agreement.

82.

Pursuant to California Labor Code § 204, TFM is required to pay Plaintiffs all wages earned by Plaintiffs twice during each calendar month, on days designated in advance by the employer as the regular paydays. At a minimum, pursuant to California Labor Code § 204, Plaintiffs' wages must be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

83.

TFM's failure to pay the full amount due to Plaintiffs for over seven months after Plaintiffs' wages became due violates the provisions of California Labor Code § 204. There is now due and owing to Plaintiffs a sum in an amount to be proven at trial. Defendants have failed and refused to pay Plaintiffs' wages without additional conditions.

84.

Even if Plaintiffs' wages are in dispute, pursuant to California Labor Code § 206, TFM is required to pay, without condition and within the time set under the California Labor Code, all wages, or parts thereof, conceded by him to be due. Upon information and belief, TFM has previously conceded that Plaintiffs are due some portion of the wages.

Count X

Defamation

(By Plaintiffs Against TFM and TV One)

85.

Plaintiffs incorporate and re-allege Paragraphs 1-84 of the Complaint as if fully stated herein.

86.

Beginning in August 2012, TFM and/or TV One published and/or engaged in a conspiracy to publish and/or caused to be published defamatory statements that damaged Plaintiffs' reputation including: 1) Plaintiff Gilbert was a "terror to work with" and was being fired by TV One when she was not being fired; and 2) the repeated use of editing and coaching of certain cast members on the Atlanta Series to falsely portray Plaintiff Gilbert in a negative light and to set forth negative and false statements, such as, Plaintiff Gilbert was defrauding the public by collecting money for a sham charity, ruined numerous business opportunities,

including a tour and fitness DVD when she in fact did not and Plaintiff Gilbert engaged in numerous rants toward cast members when she in fact did not direct such comments toward the cast members.

87.

Defendants published and/or engaged in a conspiracy to publish the above-referenced statements by writing them, publishing them, or communicating them to the author, authorizing or intending that they would be published in various publications, including Radar Online, the R&B Divas Series and social media, including Twitter. The defamatory statements have been replicated on multiple internet sites and will last in perpetuity.

88.

The above-referenced statements are false.

89.

The above-referenced statements refer to Plaintiffs by name, or would be reasonably understood to refer to Plaintiffs.

90.

The above-referenced statements have exposed Plaintiffs to public hatred, contempt, ridicule or disgrace.

91.

Defendants published the above-referenced statements with malice, knowing they were false, or with reckless disregard, for the truth or falsity of the statements; or in a grossly irresponsible manner without consideration for the standards of information gathering and dissemination followed by responsible persons.

92.

The above-referenced statements are defamatory on their face and constitute defamation per se, as they have injured Plaintiffs' trade, profession and business.

93.

The above-referenced statements proximately caused actual harm to Plaintiffs, who have suffered damaged to their reputation, and with respect to Plaintiff Gilbert, personal humiliation and mental anguish.

94.

The above-referenced statements were a substantial factor in causing Plaintiffs' financial loss.

95.

As a direct and proximate result of TFM and TV One's defamatory statements with prospective economic advantage, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count XI

Intentional Infliction of Emotional Distress

(By Plaintiff Gilbert Against TFM and TV One)

96.

Plaintiffs incorporate and re-allege Paragraphs 1-95 of the Complaint as if fully stated herein.

97.

Defendants' engaged in intentional and reckless conduct with respect to Plaintiff Gilbert, including but not limited to, making public statements that defamed Plaintiff Gilbert's character, manufacturing dramatic situations and editing the Series in a manner to vilify and falsely portray

Plaintiff Gilbert in a negative light, creating circumstances which resulted in a gun being pulled on Plaintiff Gilbert's husband, withholding of Plaintiff's compensation for over seven months and otherwise causing her financial harm.

98.

Defendants' conduct as described herein is extreme and outrageous.

99.

Defendants' conduct caused Plaintiff Gilbert emotional distress and which is severe. As a result of Defendants' actions, Plaintiff has suffered Temporomandibular joint disorders (TMJ) as a result of the emotional distress caused by Defendants.

100.

As a direct and proximate result of TFM's and TV One's intentional infliction of emotional distress, Plaintiff Gilbert has sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count XII

Negligent Infliction of Emotional Distress

(By Plaintiff Gilbert Against TFM and TV One)

101.

Plaintiffs incorporate and re-allege Paragraphs 1-100 of the Complaint as if fully stated herein.

102.

Defendants' engaged in intentional and reckless conduct, including but not limited to, making public statements that defamed Plaintiff Gilbert's character, manufacturing dramatic situations and editing the Series in a manner to vilify and falsely portray Plaintiff Gilbert in a negative light, creating circumstances which resulted in a gun being pulled on Plaintiff Gilbert's

husband, withholding of Plaintiff's compensation for over seven months and otherwise causing her financial harm.

103.

Defendants' conduct caused a physical impact on Plaintiff Gilbert, which physical impact caused physical injury to Plaintiff Gilbert, including but not limited to TMJ. The physical injuries to Plaintiff Gilbert caused her mental suffering and emotional distress, including public humiliation, negative and sometimes violent reactions toward Plaintiff by the public, mental anguish and loss of sleep.

104.

As a direct and proximate result of TFM's and TV One's negligent infliction of emotional distress, Plaintiff Gilbert has sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count XIII

Breach of Implied In Fact Contract

(By Plaintiffs Against TV One)

105.

Plaintiffs incorporate and re-allege Paragraphs 1-104 of the Complaint as if fully stated herein.

106.

From November 2012 to March 2013, Plaintiff Gilbert presented various show ideas to TV One that she created, including Divas & Cocktails and a Christmas Special involving the R&B Divas cast.

107.

Plaintiff Gilbert disclosed these ideas to TV One with the belief and expectation that TV One would compensate her for the show ideas if used.

108.

TV One knew that Plaintiff Gilbert believed and expected to be compensated for the show ideas if used by TV One and voluntarily accepted and used the disclosed the show ideas for Divas and Cocktails (which TV One broadcast as Divas Dish) and the Christmas Special.

109.

The show ideas disclosed by Plaintiff Gilbert to TV One had a reasonable value. The circumstances preceding and attending the disclosure of the show ideas, together with TV One's conduct and knowledge of the circumstances, indicate the existence of an implied promise to pay.

110.

TV One's failure to compensate Plaintiffs for Divas Dish and the Christmas Special is a breach of the implied in fact contract between the parties.

111.

The web series "The World According to Michael" and upcoming television series "Hollywood Divas" are spinoffs of the R&B Divas franchise.

112.

TV One has failed to compensate Plaintiffs for these spinoffs.

113.

Plaintiffs have an implied in fact contract with TV One which requires compensation for all spinoffs of the R&B Divas franchise.

114.

TV One's failure to compensate Plaintiffs for "The World According to Michael" and "Hollywood Divas" is a breach of the implied in fact contract between the parties.

115.

As a direct and proximate result of TV One's breach of the implied in fact contract with Plaintiffs, Plaintiffs have sustained damages in an amount to be proven at trial in excess of \$10,000,000.

Count XIV

Punitive Damages

116.

Plaintiffs incorporate and re-allege Paragraphs 1-115 of the Complaint as if fully stated herein.

117.

Defendants engaged in various tortious conduct, including intentionally making false statements to induce Plaintiffs to return as on-screen talent for Season 2 Atlanta, intentionally making false statements to induce Plaintiffs to enter into the Agreement, taking actions to purposely interfere with Plaintiffs' business relationships and economic opportunities, publishing or causing to be published defamatory statements about Plaintiffs and intentionally inflicting emotional distress upon Plaintiffs.

118.

Defendant acted with willful misconduct, malice, fraud, wantonness and the entire want of care which would raise the presumption of conscious indifference to consequences.

119.

As a result of Defendant's willful and wanton misconduct, Plaintiffs have been damaged and is entitled to an award of punitive damages.

Count XV

Attorneys' Fees

120.

Plaintiffs incorporate and re-allege Paragraphs 1-119 of the Complaint as if fully stated herein.

121.

Plaintiffs are entitled to a reasonable award of attorneys' fees as allowed by the Agreement and/or statute.

WHEREFORE, Plaintiff s demands judgment against Defendants as follows:

1. On Count I, for compensatory damages to be proven at trial in excess of \$10,000,000 and prejudgment interest at the maximum legal rate;
2. On Count II, for compensatory damages to be proven at trial in excess of \$10,000,000;
3. On Count III, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
4. On Count IV, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
5. On Count V, for compensatory damages to be proven at trial in excess of \$10,000,000;

6. On Count VI, for compensatory damages to be proven at trial in excess of \$10,000,000 and prejudgment interest at the maximum legal rate;
7. On Count VII, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
8. On Count VIII, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
9. On Count IX, for compensatory damages to be proven at trial in excess of \$10,000,000, interest on the amount of unpaid wages and other compensation owed to Plaintiffs, penalties in an amount to be proven at trial pursuant to the applicable provisions of the California Labor Code and reasonable attorneys' fees pursuant to the applicable provisions of the Labor Code ;
10. On Count X, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
11. On Count XI, for compensatory damages to be proven at trial in excess of \$10,000,000 and for punitive damages in an amount to be determined at trial;
12. On Count XII, for compensatory damages to be proven at trial in excess of \$10,000,000;
13. On Count XIII, for compensatory damages to be proven at trial in excess of \$10,000,000 and prejudgment interest at the maximum legal rate; and
14. On all Counts, for costs of suit incurred herein, attorneys' fees as allowable by law; and for such other and further relief as the Court may deem just and proper.

This 13th day of May 2014.

/s/ Jacquelyn D. Smith

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