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FILED 8/16/2016 2:22:51 PM,Clerk of Judicial Records, Civil Division, Lehigh County, PA
2016-C-2378 /s/D N

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

Dynamic SRG 193 Malcolm X Boulevard Suite 1 New York, New York 10026	COURT OF COMMON PLEAS TRIAL DIVISION ARBITRATION MATTER
	TERM
vs.	
Edwin E. Pawlowski **Lisa Pawlowski H/W** **Pawlowski 2016** 43 N. 11th Street Allentown, PA 18102	
	CIVIL ACTION - LAW

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty days (20) after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against you and a judgment may be entered against you by the court without further notice for any money claimed in this complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lehigh County Bar Association
Lawyer Referral Service
P.O. Box 1324
Allentown PA 18105
TELEPHONE: 610-433-7094

ADVISO

Le han demandado a usted en la corta. Si usted quire defenderse de estas demandas expuestas en las paginas siquientes, usted tiene viente (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona on con un abogado y entregar a la corta en forma escrita sus defanses o sus objeciones a las demandas en contra de su parsons. See avisado que si usted no se defiende, la corte tornara medidas y puede continuar la demanda en contra auya sin previo aviso o notificacion. Ademas le corte puede decidir o favor del demandanta y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importates para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Associacion De Licenciados Di Allentown
- Servicio Di Referencia E Informacion Legal
P.O. Box 1324
Allentown PA 18105
Telephono: 610-433-7094

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(215) 725-6600

Attorney for Plaintiff

Dynamic SRG 193 Malcolm X Boulevard Suite 1 New York, New York 10026	COURT OF COMMON PLEAS TRIAL DIVISION
vs.	TERM
Edwin E. Pawlowski **Lisa Pawlowski H/W** **Pawlowski 2016** 43 N. 11th Street Allentown, PA 18102	CIVIL ACTION - LAW

COMPLAINT

Count 1 - Breach of Contract

1. The Plaintiff in this matter is Dynamic SRG, a business having as its address at all times relevant herein 193 Malcolm X Boulevard Suite 1 in New York, New York 10026.

2. The defendants in this matter are Edwin E. Pawlowski and Lisa Pawlowski H/W along with their committee " Pawlowski 2016" (hereinafter referred to as defendants Pawlowski") addressed at all times relevant at 43 N. 11th Street in Allentown, Pennsylvania

3. Defendants Edwin E. Pawlowski and Lisa Pawlowski formed the committee "Pawlowski 2016" as part of an effort by defendant Edwin E. Pawlowski to run for political office with defendant Lisa Pawlowski as the campaign treasurer.

4. On April 15, 2015 the plaintiff and defendants entered into a written contract ("the contract) for the plaintiff to provide consulting services to the defendants, a copy of which is attached hereto, marked as Exhibit "A" and made a part hereof.

5. As part the contract the defendants were to indemnify and hold harmless the plaintiffs against any liability, expense (including attorney fees) and claims for damages or relief (clause No. 7 of the contract) as well as provide legal representation to the plaintiffs for any matters related to ethics, the Ethics Committee, the Federal Election Commission, and/or the Department of Justice (clause 9 of said contact).

6. Subsequent to the execution of the contract and due to an Federal Bureau of Investigation/US Department of Justice investigation of the activities of the defendants the plaintiffs were required to spend $22,260.00 on legal expenses in response to the investigation of the defendants.

7. Plaintiffs have demanded payment of said legal expenses from the defendants but said amounts have not been reimbursed.

8. Plaintiff has at all times performed all the stipulations, conditions, and agreements stated in said contract to be preformed on his part at the time and in the manner therein specified.

9. Defendants have failed and refused and still fails and refuses to perform by repaying the $22,260.00 pursuant to the contact on his part.

10. By reason thereof plaintiff has been damaged in the sum of $25,760.00 (including attorney fees as per No. 7 of the contract) no part of which has been paid.

WHEREFORE, the Plaintiff herein demands judgment against Defendant(s) based in contract in the amounts due as set forth in paragraph 10 above, namely **$25,760.00** plus additional attorney's fees (if any) hereafter incurred, interest, and costs of suit.

Count II - Unjust Enrichment/Quantum Meruit

11. Plaintiff herein incorporates averments 1 to 10 as if set forth fully at length.

12. Plaintiff herein expended $22,260.00 in attorney fees as part of an investigation of the defendants by the Federal Bureau of Investigation/US Department of Justice.

13. Said attorney fees benefitted the defendants herein as part of their defense to said investigation.

14. Defendants at all times were with knowledge of such benefit and appreciated, accepted and retained said benefits.

15. Defendants were unjustly enriched in the amount $22,260.00 as additional attorney fees spent on their defense.

WHEREFORE, the Plaintiff herein demands judgment against Defendant(s) based on unjust enrichment/quantum meruit in the amounts due as set forth in paragraph 10 above, namely **$25,760.00** plus additional attorney's fees (if any) hereafter incurred, interest, and costs of suit.

Count III - Implied Contract

16. Plaintiff herein incorporates averments 1 to 15 as if set forth fully at length.

17. There was hereunder at all times relevant a duty imposed on the defendants due to their having received unjust enrichment at the expense of the plaintiff herein.

WHEREFORE, the Plaintiff herein demands judgment against Defendant(s) based on

implied contract in the amounts due as set forth in paragraph 10 above, namely **$25,760.00** plus additional attorney's fees (if any) hereafter incurred, interest, and costs of suit.

_____/s/ Jon Marshall_____
Jon Marshall, Esquire
Attorney for Plaintiff

VERIFICATION

I verify that I have reviewed the foregoing document and that the statements made in the foregoing complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsifications to authorities.

8-8-2016

___/s/ *Darren Rigger*_____
Dynamic SRG

CONSULTING AGREEMENT

This Consulting Agreement effective as of April 15th, 2015 is by and between Dynamic SRG & Stiles Partners, ("CONSULTANTS"), and the Honorable Ed Pawlowski, and his Senatorial Campaign Committee, Pawlowski 2016 ("CLIENT").

WITNESSETH

WHEREAS, CLIENT desires to avail itself of the expertise and services of CONSULTANTS and CONSULTANTS desire to make their expertise and services available to CLIENT upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the agreements below, the parties hereby declare and agree as follows:

1. Consulting Services. CONSULTANTS shall:

1.1 Operations: Lisa Rossi will provide on-the-ground support to build your fundraising operation. Upon receipt of payment, Lisa will work out for up to three days a week (Monday-Wednesday) out of the Lehigh Valley to develop & execute a finance plan, assist in the setup of the campaign committee, get the fundraising operations off the ground, set up and staff meetings with major donors & bundlers and staff meetings/call time. This schedule is effective through June 30th, 2015. Additionally, our full team would like to meet with you and your team in the Lehigh Valley to strategize.

- Lisa's first day in the Lehigh Valley will be Wednesday, April 22nd. She will also be gone from Wednesday, April 29th and returning Wednesday, May 6th.

1.2 Compliance: We will provide the following compliance services:

- Prepare and submit all required compliance reports to the FEC in conjunction with your campaign compliance attorney
- Work with your campaign compliance attorney to prepare and submit responses to inquiries from the FEC
- Enter all campaign contributions into NGP. We'll include each contribution's particular source code so that you can easily match contributions to specific events, bundlers, etc.
- Identify potential prohibited contributions (LLC, partnerships, etc.) and collect & store all necessary corresponding paperwork
- Enter all disbursements into NGP
- Collect and keep records of all necessary receipts for campaign disbursements
- All records will be turned over to the campaign upon expiration of this contract

1.3 National Fundraising: Assist with scheduling, staffing and additional logistics for national travel. We recommend that you make between two and four national fundraising trips a month. A majority of these fundraising visits should be in New York, due to proximity and donor potential. In addition to fundraising, relationship cultivation is critical in order to accomplish our strategic goals in the next three months.

1.4 Database Organization: We will work to remove duplicate entries, combine records to ensure all contact information is in a centralized location, update addresses and other contact information, and populate incomplete addresses.

2. Term of Agreement: The term of this Agreement shall commence on April 15th, 2015 and shall end on July 15th, 2015 or other such dates as is otherwise agreed by both parties in writing. Termination may occur at any time, at the discretion of either CLIENT or CONSULTANTS.

3. Compensation:

3.1 Prorated payment: CLIENT shall pay the CONSULTANTS a one-time amount of $9,500 (for a prorated retainer month of April of $7,500 plus an additional fee of $2,000 for database cleanup). The first $2,000 of this payment shall be due upon signing of this contract; services will commence upon receipt of this payment. The balance of $7,500 shall be due by Monday, April 27th, 2015. These checks should be wired or overnighted to Dynamic SRG, 193 Malcolm X Blvd, Suite 1, New York, NY 10026.

- An additional prorated payment for the first half of July in the amount of $7,500 shall be due on July 1st, 2015.

3.2 Retainer: CLIENT shall pay the CONSULTANTS a retainer of $15,000 per month. Payments should be made on the first of the month, with payments due on May 1st, 2015 and June 1st, 2015. These checks should be payable to Dynamic SRG and mailed to 193 Malcolm X Blvd, Suite 1, New York, NY 10026.

3.3 Adjustments to Compensation. The amount of compensation and schedule for payment may be adjusted only by mutual agreement of the parties as evidenced by a written addendum to this Agreement.

3.4 Reimbursement of Expenses: CLIENT shall reimburse CONSULTANTS for travel, lodging and out-of-pocket expenses, such as courier, mail services, and other necessary services, incurred in connection with the services provided to CLIENT under this Agreement. CONSULTANTS shall obtain written or verbal authorization for all expenses over $150 and provide CLIENT with an itemized invoice. All expense invoices shall be due and payable no later than 30 (thirty) days after receipt by CLIENT.

4. Confidentiality:

4.1 Non-Solicitation. The Client agrees not to hire or attempt to hire CONSULTANT's employees who directly provide services to CLIENT without the express written consent of CONSULTANTS during performance of this Agreement and for a period of six (6) months after termination of this Agreement without the CONSULTANT's written consent.

5. Independent Contractor. The relationship of the parties is strictly that of independent contracting parties, and nothing in this Agreement, or in the relationship contemplated by this Agreement, shall be deemed to make the parties in an

employment relationship or to make either party an agent, joint venturer or partner of or for the other party.

6. Other Consulting Services. Client and CONSULTANTS agree that CONSULTANTS may provide independent consulting services to other individuals or entities, provided, however, that such other independent consulting services shall in no way impair CONSULTANT's ability to provide consulting services to Client pursuant to this Agreement.

7. Indemnification. The Client agrees to indemnify and hold harmless CONSULTANTS against and from any liability, expense (including attorney fees), and claims for damages or relief, of any nature whatsoever, which may be asserted against CONSULTANTS as a result of or arising out of (a) any acts, errors or omissions of (or directed by) the Client, or its employees or agents and (b) any breach of this agreement by the Client. The Client's duty to defend, indemnify and hold harmless CONSULTANTS shall extend beyond the termination of this agreement.

8. Governing Law, Captions. This Agreement contains the entire agreement between the parties regarding the subject matter hereto and supersedes all prior contemporaneous agreements, whether oral or written, between the parties regarding such subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws rules. This Agreement may be modified only by written agreement signed by both parties. Section headings are for convenience of reference only and shall not be considered in construing this Agreement.

9. Assistance with Government Inquiry. CLIENT shall provide legal representation to CONSULTANTS for any matters related to Ethics, the Ethics Committee, the Federal Election Commission and/or the Department of Justice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONSULTANTS

Darren Rigger

Kristian Stiles

4-15-15

Date

PAWLOWSKI CAMPAIGN

Signature

Print Name/Title

Date