

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT

DOCKET NO. 24-2997

_____		)
BOSTON MEGA PRAISE, INC.		)
Plaintiff		)
		)
V.		)
		)
PHIL THOMPSON and FAITH		)
COLLECTIVE, LLC		)
Defendants		)
_____		)

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 JOHN E. POWERS II  
 ACTING CLERK MASS SUP COURT  
 SUFFOLK SUPERIOR COURT  
 CIVIL CLERK'S OFFICE

**PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Boston Mega Praise, Inc., seeks to recover damages and other relief from Phil Thompson and Faith Collective, LLC (hereby "Defendants"), for its claims against said Defendants for misrepresentation, breach of contract, unfair and deceptive practices in violation of M.G.L.A. Ch. 93A, and breach of Implied Covenant of Good Faith and Fair Dealing.

**PARTIES**

- (1) The Plaintiff, Boston Mega Praise, Inc., is a Massachusetts Corporation, located at 1208 VFW Parkway #101, Boston, Suffolk County, Massachusetts 02132.
- (2) The Defendant, Phil Thompson, has a usual place of business address at 1850 The Oaks Boulevard, Kissimmee, Florida.
- (3) Faith Collective, LLC is a duly organized Limited Liability Company having a business address at 4616 South Ellis, Suite 3S, Chicago, Illinois 60653.

**JURISDICTION**

- a) Jurisdiction is in Suffolk County Superior Court as the Plaintiff has a usual place of business in Suffolk County, Massachusetts, and the amount of controversy exceeds Fifty Thousand (\$50,000.00) Dollars.
- b) Jurisdiction is in the Commonwealth of Massachusetts pursuant to M.G.L.A. Ch 223A pursuant to M.G.L.A. Section 3, as the Defendant transacted business in the

Commonwealth of Massachusetts and moreover caused a tortious injury by act or omission which occurred in this Commonwealth.

### FACTS

- (4) On or about January 4, 2023, Faith Collective, LLC an agent and representative of Phil Thompson, entered into and signed an event agreement on behalf of said Phil Thompson with Boston Mega Praise.
  - a) Faith Collective, LLC is a talent management company authorized to handle their artist clients careers.
  - b) Phil Thompson is a professional singer and songwriter of renown with a national following, who is originally from the Boston, Massachusetts area, who has become a major audience attraction in the Boston area market.
  - c) Said event agreement stated and committed that on June 9, 2023, Defendant Phil Thompson, would perform and sing at the DCU Center, 50 Foster Street, Worcester, Massachusetts 01608, for a forty-five (45) minute set at an event sponsored by the Plaintiff.
  - d) The said event agreement bound Phil Thompson to entertain at said event subject to all terms, obligations, and conditions set forth in said agreement.
- (5) Boston Mega Praise, Inc., was the promoter of Phil Thompson's appearance at the event and the event itself.
- (6) On or about January 17, 2023, the Plaintiff, Boston Mega Praise, Inc., paid a Four Thousand (\$4,000.00) Dollar deposit on account to Phil Thompson toward his contractually agreed performance.
- (7) Boston Mega Praise, Inc., upheld its end of the agreement, listing and highlighting Thompson in its said event promotion and advertising.
  - a) On or about January 16, 2023, Boston Mega Praise began creating, designing, recording, producing, printing, distributing, and disseminating promotional materials for the June 9, 2023 event at DCU Center, which included audio, visual, and informational material on Defendant Phil Thompson for marketing and advertising purposes for his appearance at said event.

- b) On or about January 16, 2023, Boston Mega Praise began promoting the event with Salem Media Group – running radio advertisements.
  - c) On or about January 17, 2023, Boston Mega Praise began promoting its said event with Headliner Phil Thompson on social media.
- (8) Boston Mega Praise Inc. further upheld its end of the agreement by purchasing airfare, rental cars, and lodging accommodations for Defendant Phil Thompson, as it had contractually agreed to do.
- (9) In fulfillment of its obligations pursuant to said agreement, Boston Mega Praise Inc., in promoting said event incurred considerable costs and expenses.
- a) Relying on Phil Thompson as the main attraction, Boston Mega Praise Inc. maintained their reserved venue space at the DCU Center in Worcester, Massachusetts, for the event.
  - b) Boston Mega Praise, Inc., in reliance on Phil Thompson and Faith Collective's agreement that Phil Thompson would appear and perform at its June 9, 2023, event booked and fulfilled Phil Thompson's required technical and music needs, travel itinerary, hospitality/lodging, advertising, transportation methods (including flight and car rental) etc.
  - c) Boston Mega Praise, Inc., also utilized promotions specified (with videos and photos specified and approved by Thompson and Faith Collective, LLC).
- (10) The false assurances made by Faith Collective on behalf of Phil Thompson, that said Thompson would entertain on June 9, 2023, caused Boston Mega Praise Inc., to incur costs exceeding Four Hundred Thousand (\$400,000.00) Dollars or more.
- (11) On or about April 26, 2023, three (3) months after Plaintiffs promotion of said event, Boston Mega Praise was first informed by Faith Collective (less than two months before the event date of June 9, 2023), that Phil Thompson chose not to appear and perform as agreed at said DCU Center event.
- (12) Faith Collective's alleged reason for not following through with Phil Thompson at said DCU Center event was that Faith Collective had double-booked Thompson, for the same date, and allegedly upon realizing said error Faith Collective and Phil Thompson deliberately and capriciously chose the other event in Atlanta, Georgia rather than Boston Mega Praise Inc., Worcester event.

(13) Phil Thompson and Faith Collective were involved in the promotion of the Atlanta event before notifying Boston Mega Praise, Inc., of the alleged double booking and Phil Thompson's improper damaging refusal to honor his contract to appear at the Boston Mega Praise's Worcester event.

a) On or before April 26, 2023 the Instagram account for RCCG Family Praise Counsel, "@rccgfpc," the entity hosting the Atlanta event in conflict with the Worcester DCU Center event by Boston Mega Praise Inc., posted the Atlanta event with Phil Thompson on fliers.

(14) Faith Collective absurdly and inadequately assured Boston Mega Praise Inc., that it would return the prior tendered Four Thousand (\$4,000.00) Dollar contractual deposit, Boston Mega Praise had made on account of Phil Thompson's engagement thus seeking to ignore and evade obviously resulting substantial damage Plaintiff would be thus caused to occur as a result of Phil Thompson's refusal to honor his contractual obligation to headline said DCU Center event.

(15) Boston Mega Praise has thus been caused to suffer great damages as said event had lost its headliner causing disappointing sales and financial loss exceeding Four Hundred Thousand (\$400,000.00) Dollars.

**COUNT I**  
**Breach of Contract**

(16) Plaintiff repeats and realleges the previous sections hereof 1 through 15 and incorporates the same herein by reference.

(17) Plaintiff and Defendant Faith Collective, LLC, the duly authorized agent of Defendant Phil Thompson, entered into a signed event agreement on January 4, 2023, on behalf of said singing artist, Defendant Phil Thompson.

(18) The event agreement entered into by Faith Collective, LLC as agent for and on behalf of headliner Defendant Phil Thompson, specified that Phil Thompson was to sing and entertain at the Boston Mega Praise event scheduled at Worcester, Massachusetts DCU Center on June 9, 2023, pursuant to the terms and conditions set forth in said agreement on January 4, 2023.

a) Defendant Phil Thompson deliberately refused to and failed to so perform at said DCU Center event and, in failing to do so, breached the said agreement of January 4, 2023.

(19) Pursuant to said agreement on January 4, 2023, Plaintiff was to and did promote said event with Defendant Phil Thompson as the main attraction at a great cost to Plaintiff.

- a) Despite Plaintiff's demand, Defendants have failed to reimburse Plaintiff's said damages caused by them exceeding Four Hundred Thousand (\$400,000.00) Dollars.

(20) The failure of Defendant Phil Thompson to deliberately and maliciously honor said contract of January 4, 2023, by appearing at the DCU Center on June 9, 2023, together with the late notice of his intent not to do so caused Plaintiff reasonably foreseeable damages and constitutes a bad faith material breach of Defendant's said contract with Plaintiff.

## **COUNT II**

### **Misrepresentation**

(21) Plaintiff repeats and realleges previous sections hereof 1 through 20 and incorporates same herein by reference.

(22) Defendants Faith Collective, LLC and Phil Thompson deliberately misrepresented to Plaintiff that Phil Thompson would perform and entertain at the Boston Mega Praise Inc., event of June 9, 2023, at Worcester, Massachusetts's DCU Center subject to the terms and conditions set forth in the agreement of January 4, 2023 with the intent that Plaintiff would rely thereupon.

(23) Plaintiff in relying on Defendant Phil Thompson's commitment to so appear and Faith Collective agreement that Phil Thompson would so appear honored its end of the agreement by listing and featuring, Phil Thompson on its promotions and advertising at its great expense and in purchasing all contractual Phil Thompson travel and lodging requirements. Unfortunately, Defendant Phil Thompson breached said agreement and failed to appear and perform as required by said agreement.

(24) Defendant Faith Collective, had represented that Phil Thompson would so appear with the intent that Plaintiff would so rely on Defendant's said representation. Plaintiff did rely on said representations in promoting and featuring Phil Thompson's appearance as a main attraction at said event all to Plaintiff's great damage.

- a) Said agreement was breached when Defendant Phil Thompson failed to show up to said agreed-upon event, for the alleged reason that Defendant Faith Collective had double-booked Phil Thompson, and despite Defendant's promise to Plaintiff,

chose to arbitrarily follow through with another event rather than Plaintiff's knowing the obvious great and foreseeable damage that Plaintiff would suffer inclusive of but not limited to at the box office in losing its main attraction so close to the date of said event.

(25) Because of the assurance made to Plaintiff by Defendants, Plaintiff detrimentally relied on the promise that Phil Thompson would show up to the June 9, 2023, event and perform.

(26) Plaintiff detrimentally relied on Defendants' misrepresentation, which resulted in Plaintiff suffering substantial financial damages due to Defendant Phil Thompson's failure to attend in breach of the event agreement, Plaintiff suffered a loss of promotional and advertising costs by listing Phil Thompson on its promotions.

### COUNT III

#### **Breach of Implied Covenant of Good Faith and Fair Dealing**

(27) Plaintiff repeats and realleges previous sections hereof 1 through 26 and incorporates same herein by reference.

(28) Plaintiff and Defendants entered into a valid event agreement dated January 4, 2023.

(29) Defendants, Phil Thompson and Faith Collective, LLC owed Plaintiff the implied covenant of good faith and fair dealing.

(30) Plaintiff, Boston Mega Praise, Inc., and Defendant Faith Collective, LLC and Phil Thompson entered into said contract pursuant to which Plaintiff was required to provide Defendant Phil Thompson with advertising and promotions for said Defendants' performance.

(31) Plaintiff provided Defendants promotional services pursuant to said agreement.

(32) The covenant of good faith and fair dealing is implied in every contract Anthony's Pier Four, Inc. v. HBC Assoc.'s, 583 N.E.2d. 806, 821 (1991).

(33) The covenant of good faith and fair dealing means that neither party will do anything to destroy or injure the rights of the other party arising out of the contract. Id., quoting Drucker v. Roland Wm. Jutraas Assoc.'s, 348 N.E.2d. 763 (1976).

(34) Defendants breached the implied covenant of good faith and fair dealing on April 26, 2023, when Defendant Faith Collective and Defendant Phil Thompson repudiated their agreement that Defendant Phil Thompson would perform at the agreed-upon event at Worcester, Massachusetts DCU Center.

(35) Plaintiff relied on the assurances made in the agreement dated January 4, 2023, by and between Plaintiff and Defendants.

- a) Plaintiff, in its promotional efforts, relied on the obligation of Phil Thompson's appearance and performance at the contracted event.
- b) Plaintiff, in its travel and lodging purchases, relied on the obligation of Phil Thompson's appearance and performance at the contracted event.
- c) Plaintiff, in its coordination of technical and audio equipment at the event, relied on the obligation of Phil Thompson's appearance and performance at the contract event.
- d) Plaintiff, in its rental of the DCU Center in Worcester, relied on the obligation of Phil Thompson's appearance and performance at the contracted event.

(36) Plaintiff's promotional plans and financial commitments were negatively impacted, by Defendants' repudiation, up until and including the day of the event, further damaging Plaintiff's financial goals and reasonable expectations.

(37) Defendants' repudiation of their material obligations four months after executing their contractual agreement implied extreme bad faith by Defendants and that said double booking was deliberate rather than accidental.

(38) Thus, Defendants' bad faith action constituted a breach of Defendants' Implied Covenant of Good Faith and Fair Dealing.

WHEREFORE, Plaintiff requests that this Honorable Court assess Plaintiff's damages and enter a judgment for said damages against the said Defendants.

**COUNT IV**  
**Constructive Trustee**

(39) Plaintiff repeats and realleges previous sections hereof 1 through 38 and incorporates same herein by reference.

(40) Defendants agreed for Defendant Phil Thompson to perform at said event on June 9, 2023 at the DCU Center.

(41) Defendants failed to honor the agreement, and Defendant Phil Thompson performed at an Atlanta-based event on the same day Defendant agreed to perform at the DCU Center.

(42) Defendants were unjustly enriched by breaching their agreement with Plaintiff and performing at another event on the contracted day with Plaintiff.

(43) Defendants' failure to honor their commitment at the said event caused Plaintiff to suffer damages exceeding Four Hundred Thousand (\$400,000.00) Dollars.

(44) Defendants breached their fiduciary duty owed to Plaintiff and realized unjust enrichment through said breach.

(45) Defendants profits and realized gains from the Atlanta event should be placed in a constructive trust with the Defendants as constructive trustees, to hold those profits for the benefit of Plaintiff as compensation for the damages inflicted.

#### **COUNT V**

#### **Unfair and Deceptive Practice in Violation of M.G.L.A. Ch. 93A**

(46) Plaintiff repeats and realleges previous sections hereof 1 through 45 and incorporates same herein by reference.

(47) Defendants engaged in trade and commerce within the meaning of Mass. Gen. Law 93A Section 11.

(48) Under the date of January 4, 2023, Plaintiff entered into an event agreement with Defendants, which required Plaintiff to promote, through advertising materials, Defendant Phil Thompson's appearance at the DCU Center on June 9, 2023, for which Plaintiff incurred considerable costs in upholding its end of said agreement, while its doubtful as to whether Defendants even intended to honor said agreement.

(49) Defendants knew or should have known that Plaintiff was relying on Phil Thompson's commitment to appear at said DCU Center event even though Defendants were aware or should have been aware that Plaintiff would and had expended considerable funds promoting Defendant Thompson's said appearance as a leading entertainer and as a person who would draw large audience resulting in substantial ticket sales.



(50) Defendant Phil Thompson's failure to honor his commitment to perform at said event was detrimental to Plaintiff financially causing Plaintiff to suffer damages exceeding Four Hundred Thousand (\$400,000.00) Dollars.

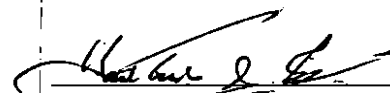
(51) Actions committed by Defendants were such that would shock the conscience of a hardened businessman. The resulting damages to Plaintiff constitute unfair and deceptive practices within the meaning of Mass. Gen. Law Ch. 93A and Plaintiff is entitled to multiple damages and legal fees as a result.

WHEREFORE, Plaintiff respectfully requests that this Court:

- a) Award PLAINTIFF single damages relief;
- b) Award PLAINTIFF double damages;
- c) Award PLAINTIFF triple damages;
- d) Award PLAINTIFF attorney's fees and costs;
- e) Award PLAINTIFF such further relief as the court may deem appropriate.

Plaintiff Claims A Jury Trial For All Triable Issues In The Within Matter.

Boston Mega Praise, Inc.  
By Its Attorney,



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