

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, MISSISSIPPI

WILLIE ANDERSON

RECEIVED & FILED

PLAINTIFF

VS.

APR 03 2003

CIVIL ACTION NO. 2003-35

DENNIS SWEET,
SHANE F. LANGSTON,
RICHARD FREESE,
LANGSTON SWEET & FREESE, P.A. d/b/a
LANGSTON FRAZIER SWEET & FREESE, P.A.,

BURNELL HARRIS, Circuit Clerk
By _____ d.c.

DEFENDANTS

COMPLAINT AND REQUEST FOR JURY TRIAL

COMES NOW, Willie Anderson, by and through his undersigned counsel, and in support for his claim of relief, shows unto this court the following, to wit:

1. That the plaintiff, Willie Anderson, is an adult resident citizen of Mississippi.
2. That the defendant, Dennis Sweet, is an adult resident citizen of Mississippi who resides in Brandon, Mississippi and may be served at his place of employment located at LANGSTON SWEET & FREESE, P.A., 201 N PRESIDENT ST., JACKSON, MISSISSIPPI 39201.
3. That the Defendant, Shane F. Langston, is an adult resident citizen of Mississippi who may be served at his place of employment located at LANGSTON SWEET & FREESE, P.A., 201 N PRESIDENT ST., JACKSON, MISSISSIPPI 39201.
4. That the Defendant, Richard Freese, is an adult resident citizen of Mississippi who may be served at his place of employment located at LANGSTON SWEET & FREESE, P.A., 201 N PRESIDENT ST., JACKSON, MISSISSIPPI 39201.
5. That the defendant, LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A., is a Mississippi corporation who may be served

through its registered agent, Shane F. Langston, located at 201 N PRESIDENT ST., JACKSON, MS 39201.

6. That at all times mentioned in this complaint, defendant Dennis Sweet, was the appointed, qualified, and acting agent, servant, representative, affiliate, associate and/or employee of the defendants Shane F. Langston, Richard Freese, and LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A.. In doing the matters alleged in this complaint, the defendant, Dennis Sweet, was acting within the course and scope of that agency, association and/or employment.
7. That sometime in 1999, the plaintiff, Willie Anderson, and the defendant Dennis Sweet [also on behalf of his law Firm, Shane F. Langston and Richard Freese] reached an oral agreement concerning procurement of clients who would ultimately become plaintiffs in various tort cases litigated by the defendants.
8. That the plaintiff and the defendants reached an agreement by which in return for the plaintiff's services in helping the defendants sign clients up for tort cases, that plaintiff would be compensated in addition to the expenses (i.e. gas and other travel expenses) he incurred, he would receive the sum of no less than \$1,500,000.00 at the conclusion (i.e. final judgement or settlement) of said tort cases, and no more than \$4,000,000.00.
9. That based on the aforementioned promises and agreements, the plaintiff assisted the defendants in obtaining said clients.
10. That for the next 2 and a half years or so, after the plaintiff and the defendants reached this agreement, Willie Anderson worked tirelessly and faithfully for the defendants in helping them obtain their prospective tort clients.

11. That the dedication and diligence exhibited by the plaintiff on behalf of the defendants could be characterized as that of a happy black slave singing 'Dixie' in the defendants tort fields, feverishly pick'in clients with no idea that his masters and whipping boy had no intentions on giving him that kind of money 'to buy his freedom'.
12. That the plaintiff, during said time period, often worked 7 day weeks and countless hours obtaining clients for the defendants for various pharmaceutical tort cases such as Phen-Phen, Rezulin, and Propulsid, and insurance cases such as Combined, Prime America, Union National, Equitable and others such as silicosis.
13. That with due regard to the preceding paragraph of this complaint, Willie Anderson did the substantial 'leg work' in reviewing clients, cases, deed and tax records in:
 - i. Fayette, Mississippi
 - ii. Jefferson Davis County, Mississippi
 - iii. Port Gibson, Mississippi
 - iv. Utica, Mississippi
 - v. Georgetown, Mississippi
 - vi. Woodville, Mississippi
 - vii. Jasper County, Mississippi
 - viii. Washington County, Mississippi
 - ix. Greenville, Mississippi
 - x. Clarksdale, Mississippi
 - xi. Holmes County, Mississippi

xii. Vicksburg, Mississippi, etc.

14. That the plaintiff also acted as the contact person for the said clients for various issues and questions concerning their cases.
15. That the defendants ultimately used the plaintiff as nothing more than a confidence man to gain the said clients' trust since they (the defendants) did not know them, and in most cases, never met these said clients.
16. That the contract entered into between the plaintiff was legally binding and enforceable and that the plaintiff fully performed his obligations under said contract.
17. That the plaintiff has written the defendant, Dennis Sweet several times (June 20, 2002 & July 15, 2002) concerning his payment due him under the contract.
18. That the defendant, Dennis Sweet, indicated to plaintiff over the phone (also by written letter) that he could not pay him that kind of money, and that he could not justify paying him that money to his law partners. Mr. Sweet further indicated there was nothing plaintiff could do since the agreement was not in writing.
19. That the defendant, Dennis Sweet, indicated to plaintiff that if went to the bar or brought in a third party, that he will get him for extortion.
20. That the defendants, with respect to the said clients and facts herein, made millions and millions of dollars in attorney fees due substantially in part to the work and invaluable assistance of Willie Anderson in obtaining these clients, whom these defendants would not have otherwise been able to find.
21. That it is a crying shame that the defendants made tens of millions of dollars with regard

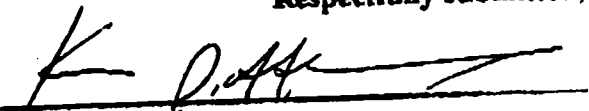
to the aforementioned and are too trifling to pay the plaintiff.

22. There are duties of good faith and fair dealing, whether expressed or implied, in every agreement. Defendants, especially Dennis Sweet, had a duty to deal with Willie Anderson in good faith and fairly with respect to the agreements entered into and performed by him.
23. That in addition to the breach of contract and its implied covenants, plaintiff avers that the defendant, Dennis Sweet, betrayed their friendship for the proverbial '30 pieces of silver'.
24. That plaintiff considered Dennis Sweet his best friend, and despite the \$95,000,000.00 in compensatory and punitive damages he is now seeking in this complaint, he contends that his greatest loss by which no monetary compensation could ever address, is the loss of a good friend and what he considered a good person to the abyss of decadent material gain, avarice, greed and the deceitfulness of riches.
25. Plaintiff avers that this tort action could have been avoided had the defendants' paid heed to the song that warned: "Go ahead and hate your neighbor, go ahead and cheat a friend, do it in the name of heaven, you'll be justified in the end. There won't be no trumpets blow'in on the judgement day, cause on the bloody morning after, one tin soldier rides away" (emphasis added). Plaintiff hopes that the defendants will do the right thing and honor the contract and end this litigation before God answers plaintiff prayers.
26. That the unlawful and tortuous actions of the defendants Dennis Sweet, Shane F. Langston, Richard Freese, and LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A., in committing the alleged torts delineated in this complaint, especially those being that of breach of contract and bad faith, was done knowingly, willfully and intentionally, and with reckless disregard for the rights

of plaintiff Willie Anderson, evidencing bad faith on the part of Dennis Sweet, Shane F. Langston, Richard Freese, and LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A., entitling Plaintiff to punitive damages. Plaintiff, Willie Anderson sue the defendants for punitive damages in the amount of \$80,000,000.00 in order to punish the defendants for their actions and to deter such activities by them in the future.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Willie Anderson, requests that Summons issue against the Dennis Sweet, Shane F. Langston, Richard Freese, and LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A.. and that Defendants be cited to appear and answer herein, and that on final hearing hereof, Plaintiffs have a judgment entered against the defendants Dennis Sweet, Shane F. Langston, Richard Freese, and LANGSTON SWEET & FREESE, P.A. d/b/a LANGSTON FRAZIER SWEET & FREESE, P.A., jointly, severally and/or virully in the amount of \$15,000,000.00 in any and all actual and compensatory damages; including, but not limited to emotional distress and hedonic damages, and \$80,000,000.00 in punitive damages, resulting from their alleged actions averred in this complaint.

Respectfully submitted,

BY: 

KEVIN D. MUHAMMAD (MSB 100290)

Attorney at Law

Post Office Box 2369

Fayette, Mississippi 39069

Telephone (601) 786-3300

Facsimile (601) 786-3338