

CWOZ 11097  
Robertson

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

LARRY JONES,  
Plaintiff,

v.

FEED THE CHILDREN, INC.,  
RICK ENGLAND,  
LEO FUNDARO,  
C. EARNEST WYATT,  
DAN MUGG,  
DR. MARY SCHRICK,  
Defendants.

No. CJ-09-

CJ - 2009 - 11047

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

NOV 10 2009

PATRICIA PRESLEY, COURT CLERK  
by \_\_\_\_\_  
DEPUTY

VERIFIED PETITION FOR DAMAGES AND FOR INJUNCTIVE RELIEF

COMES NOW Larry Jones and shows this Court as follows:

PARTIES

1. The Plaintiff in this case is Larry Jones the founder of and a member, director and former officer and employee of the entity known as "Feed The Children, Inc."
2. The Defendants are:
  - A. FEED THE CHILDREN, INC., an Oklahoma corporation headquartered in Oklahoma County, Oklahoma;
  - B. RICK ENGLAND, an adult member of the board of directors for Feed The Children, Inc.;
  - C. LEO FUNDARO, an adult member of the board of directors for Feed The Children, Inc.;
  - D. EARNEST WYATT, an adult member of the board of directors for Feed The Children, Inc.;
  - E. DAN MUGG, an adult member of the board of directors for Feed The Children, Inc.; and

- F. DR. MARY SCHRICK, an adult member of the board of directors for Feed The Children, Inc.

**JURISDICTION AND VENUE**

3. All actions in this case occurred in Oklahoma County, Oklahoma and the corporate Defendant and certain of the directors of the corporation are located in this case.
4. This Court has jurisdiction to grant injunctions and to appoint receivers.

**STATEMENT OF FACTS**

5. Larry Jones is an adult resident of Oklahoma County, Oklahoma. He is the founder of "Feed The Children, Inc." and he is a current member, director and former officer and employee of such organization.
6. Feed The Children, Inc., is a charitable corporation whose purpose is to raise funds for the benefit of disadvantage children.
7. Larry Jones had an enforceable contract with Feed The Children to which the Defendants with the except of Schrick were either parties or parties in privity. Under such contract, Mr. Jones could only be terminated for specifically defined causes and these Defendants were prohibited from disparaging the Plaintiff.
8. On or about November 6, 2009, at approximately 1:00 p.m. the Defendants terminated the employment of the Plaintiff but did so for reasons of personal malice and spite and not for any authorized cause thus violating both the protections against termination and the prohibition against disparagement.
9. The actions of the Defendants in terminating the Plaintiff with cause and for improper purposes constitute:
- A. A breach of contract;
  - B. A tortious breach of contract;

C. A malicious wrong.

10. Because the breach of the contract is also an injury to Mr. Jones' reputation and an interference with an organization which Mr. Jones' founded and thus a special, unique and personal relationship, damages alone are not an adequate remedy and Mr. Jones is entitled to specific performance of the contract and reinstatement of his position with the organization.
11. As the direct result of the wrongful actions above described the Plaintiff has suffered the lost value of the contract and dignitary harms for which he is entitled to compensation and should be valued in a sum in excess of Ten Thousand Dollars (\$10,000.00).
12. Because the actions of the Defendants were willful, malicious and intentional or, at the least, in reckless disregard of Plaintiff's rights, Mr. Jones is also entitled to an award of punitive damages against each of the Plaintiffs.
13. After being wrongfully terminated from his employment, Mr. Jones instructed each of the Defendants that his name, likeness and voice could no longer be used in any manner in connection with any activities of Feed The Children. This was done in writing hand-delivered to each Defendant and to the attorneys for the corporate defendant. A copy of the notice is affixed as Exhibit A.
14. Despite being told that it could not longer use his name, likeness or voice, the Defendants have continued to use his name, likeness and voice. In particular the Defendants:
  - A. Sent out a mailing on Friday afternoon containing a letter with Mr. Jones' signature asking for donations and directed to a list of approximately 2000 key donors. In addition to being an unauthorized use of Mr. Jones' name, such letter would be particularly deceptive

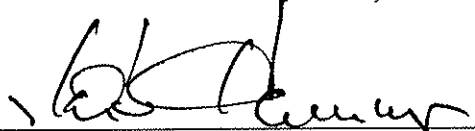
because it is directed towards a group of person who have been long-time supporters of Mr. Jones' work and thus his name would have a special influence with this group.

- B. Have instructed that letters acknowledging donations and seeking information on the value of donations will continue to utilize the Plaintiff's name.
  - C. Have continued television and other media advertising which utilizes Mr. Jones' name, voice and likeness and have announced an intention to continue using Mr. Jones' name, voice and likeness for the coming weeks.
  - D. Have continued to use Mr. Jones' name and likeness on posters, vehicles and other public displays and have announced that the vehicle displays will not be altered at any time in the foreseeable future.
15. The use of Plaintiff's name, likeness and voice without his consent is both a fraud upon prospective donors and contributors to the organization who would be misled into believing that Mr. Jones is still associated with the organization and it represents both an unauthorized use of Mr. Jones' reputation and an irreparable injury to such reputation by involuntarily associating him with actions which he does not condone or approve.
16. Because this is an injury for which cannot be calculated in terms of a dollar impact, because money is not an adequate remedy and because the injury is increasing and continuing each day, Plaintiff is entitled to a temporary restraining order, a preliminary injunction and a permanent injunction prohibiting such continued actions.

**WHEREFORE**, Mr. Jones prays that this Court:

1. Set this matter down for trial on his claim of wrongful termination and thereupon award him all monies and damages due and owing;
2. Order the specific performance of the contract and permanently enjoin the Defendants from interfering with his responsibilities for Feed The Children.
3. Temporarily restrain the use of Mr. Jones' name, likeness and voice by any of the Defendant for any purpose unless and until Mr. Jones gives specific and written consent for a particular use.
4. Set this matter down for a hearing on issuance of a temporary restraining order related to restraining the use of Mr. Jones' name, likeness and voice by any of the Defendant for any purpose unless and until Mr. Jones gives specific and written consent for such use.
5. Upon full hearing enter a permanent injunction restraining the use of Mr. Jones' name, likeness and voice by any of the Defendant for any purpose unless and until Mr. Jones gives specific and written consent for such use.

**RESPECTFULLY SUBMITTED THIS 10<sup>th</sup> DAY OF NOVEMBER, 2009.**

  
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HAMMONS, GOWENS & ASSOC  
Mark Hammons, OBA #3784  
325 Dean A. McGee Avenue  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 235-6100  
Telecopier: (405) 235-6111

*ATTORNEY FOR PLAINTIFF*

**AFFIDAVIT OF LARRY JONES**

I, Larry Jones, hereby affirm that I have personal knowledge of the foregoing facts and the same are true and correct based upon my presence and observations during the occurrence:

**STATEMENT UNDER PENALTY OF PERJURY**

Pursuant to 12 O.S. § 426, I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Executed:  
November 10, 2009  
325 Dean A. McGee  
Oklahoma City, OK

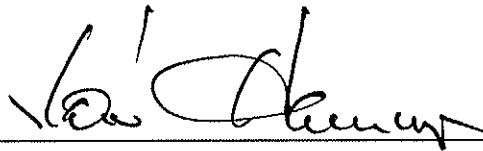
  
(Signature)

**CERTIFICATE OF SERVICE**

A true copy of the foregoing instrument was filed and served on counsel, below listed by US mail postage prepaid on the 10<sup>TH</sup> day of November, 2009 to:

Jack S. Dawson  
Sarah M. Jernigan  
Joseph H. Rogers, III  
Miller Dollarhide  
1000 Park Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102-8099  
Fax: (405) 235-8130  
*Attorney all Defendants*

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HAMMONS, GOWENS & ASSOCIATES  
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WATTS: 1-800-817-8828

November 6, 2009

FEED THE CHILDREN, INC.  
via its board members  
MARK WEIMER  
JACK DAWSON  
Hand-delivered

**Re: Use of Mr. Jones' name and likeness** (hand-delivered)

Dear Sirs and Board members:

It is with great regret that Mr. Larry Jones must instruct you that Feed The Children and all of its officers, agents and employees must not— from this day forward— use or allow the use of Mr. Jones' name, likeness or voice in any respect connected with the activities of Feed The Children. Because of the actions of the Board including the breach of Mr. Jones' agreement with the organization, Mr. Jones has been excluded from the activities of the organization and thus cannot be reasonably assured that the organization will carry out the purposes for which he created it. The termination of Mr. Jones' relationship with Feed The Children was taken by action of the organization. Although Mr. Jones had agreed to continue his fund-raising activities for Feed The Children, that organization has now terminated that agreement. Because of these concerns Mr. Jones cannot vouch for the organization nor can he be used to promote the actions of Feed The Children.

The organization must therefore not include Larry Jones' name, likeness or voice in any television or radio advertisement, any form of print media or any mailings, emails, faxes or communications. The posters using Mr. Jones' name and likeness must be removed and all stationary, billboards, buses, trucks or other things which bear Mr. Jones' name or likeness must be withdrawn and Mr. Jones' name and likeness must be withdrawn. All of these actions must be taken immediately.

Sincerely,

Mark Hammons