

COMPLAINT
CIVIL ACTION - LAW

Plaintiff, Obermayer Rebmann Maxwell & Hippel LLP, by its undersigned counsel, brings this action against the above-named defendants, and in support thereof, avers as follows:

PARTIES

1. Plaintiff, Obermayer Rebmann Maxwell & Hippel LLP ("Obermayer"), is a law firm and limited liability partnership organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at One Penn Center, 19th Floor, 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, and with an office at 200 Locust Street, Suite 400, Harrisburg, PA 17101-1508.

2. Defendant, City of Harrisburg ("Defendant City"), is a political subdivision/municipality of the Commonwealth of Pennsylvania, a City of the Third Class, with its headquarters and/or principal place of business at Reverend Dr. Martin Luther King, Jr. City Government Center, 10 North Second Street, Harrisburg, PA 17101.

3. Defendant, The Harrisburg Authority ("Defendant Authority"), is a Pennsylvania municipal authority created by Defendant City pursuant to the Municipality Authorities Act, 53 Pa.C.S.A. §5601 *et seq.*, with its headquarters and/or principal place of business at 212 Locust Street, Suite 302, Harrisburg, PA 17101-7107.

VENUE

4. The transactions and occurrences, which are the basis for this cause of action, took place in Dauphin County in the Commonwealth of Pennsylvania.

FACTS

5. This action was commenced by Writ of Summons, which was issued by the Prothonotary of the Court of Common Pleas, Dauphin County, on November 26, 2013. A true and correct copy of the Writ of Summons is attached hereto as Exhibit "A".

6. On or before February 2007, Defendant City was an existing client of Obermayer.

7. On or about February 2007, Obermayer and Defendant City entered into an agreement whereby Obermayer agreed to provide legal services to Defendant City in the matter described below, and Defendant City, in turn, agreed to pay Obermayer its customary and usual fees for the services that Obermayer performed and all costs that it incurred on Defendant City's behalf.

8. On or about February 2007, Obermayer and Defendant Authority entered into an agreement whereby Obermayer agreed to provide legal services to Defendant Authority in the matter described below, and Defendant Authority, in turn, agreed to pay Obermayer its customary and usual fees for the services that Obermayer performed and all costs that it incurred on Defendant's behalf.

9. Pursuant to agreement, Obermayer did provide legal services to the Defendants.

10. In particular, the legal services provided to Defendants included, but are not limited to, the representation of the Defendants in connection with a dispute involving the City Council of the City of Harrisburg over the appointment of Defendant Authority board members, including related litigation and appeals.

11. A written fee agreement dated February 13, 2007, setting forth the terms of the representation and billing, was prepared by Obermayer and agreed to, accepted, and signed by

Defendant Authority in the person of John Keller, then chairman of The Harrisburg Authority. A true and correct copy of the signed fee agreement is attached hereto as Exhibit "B."

12. Defendant City never objected, specifically or generally, to the terms of its agreement with Obermayer.

13. Defendant Authority never objected, specifically or generally, to the terms of its agreement with Obermayer.

14. Pursuant to agreement, Defendants were required to remit payment for legal services and costs to Obermayer at its place of business.

15. Obermayer regularly provided Defendants with billing statements, including fees for legal services and costs.

16. Pursuant to agreement, Defendants made partial payment to Obermayer but failed to pay the full amount due and owing.

17. Pursuant to agreement, Defendants made a total of ten (10) payments to Obermayer, the first payment being made on or about December 31, 2007 and the last payment on or about January 28, 2010.

18. Pursuant to the written fee agreement, Obermayer is entitled to a late charge of 1½ % per month for payment that remains outstanding more than thirty (30) days from the date billed to Defendants.

19. Obermayer fully and satisfactorily performed its obligations under the agreements by providing valuable legal services to Defendants and incurring fees and costs on Defendants' behalf, the fair and reasonable value of which remaining unpaid amounts to \$83,609.21.

20. Plaintiff had an ongoing relationship with Defendants from February of 2007 through June 2013, the date on which Defendants fully and completely breached their obligations under the terms of the agreement by failing to make payment.

21. The balance owed by Defendants to Obermayer for legal services provided to Defendants and for costs incurred on Defendants' behalf remains unpaid and totals \$83,609.21 plus interest, attorneys' fees, and the other costs of bringing this action.

COUNT I – BREACH OF CONTRACT
(Obermayer v. Defendant City)

22. Obermayer incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

23. Obermayer entered into a valid contract for professional legal services with Defendant City.

24. Pursuant to the contract, Obermayer provided legal services requested by Defendant City and invoiced Defendant on a monthly basis.

25. Pursuant to the contract, payments were made to Obermayer by or on behalf of Defendant City for a number of the monthly invoices.

26. Obermayer has repeatedly demanded that Defendant City pay the above specified amount remaining due.

27. Despite these demands for payment, Defendant City has failed to pay Obermayer the balance of the sum due Obermayer in connection with its representation of Defendant.

28. The Defendant City has failed to remit payment for sums due and owing.

29. Defendant City's failure to pay Obermayer the sum due constitutes a material breach of the contract in effect between Obermayer and Defendant City.

30. The contract required that payments must be received within thirty (30) days of billing. The final billing of services provided by Obermayer to Defendant was made on May 10, 2013; Defendant failed to remit payment for services by June 10, 2013, which constituted a material breach of the contract.

31. Defendant's failure to pay Obermayer the sums due and/or to make arrangements to pay the money owed constitutes a breach of the covenant of good faith and fair dealing which Defendant owes to Obermayer in connection with the contract.

32. As a result of Defendant's breach as set forth above, Obermayer has sustained damages in the amount of \$83,609.21, which represents the fair and reasonable value of the unpaid services rendered and costs incurred by Obermayer on Defendant's behalf plus interest, attorneys' fees, and the other costs of bringing this action.

WHEREFORE, Plaintiff Obermayer Rebmann Maxwell & Hippel LLP demands judgment in its favor and against Defendant City in the amount of \$83,609.21, plus interest on all sums due, costs of suit, reasonable attorneys' fees, and such other relief as this Court deems just and appropriate.

COUNT II- BREACH OF CONTRACT
(Obermayer v. Defendant Authority)

33. Obermayer incorporates by reference the preceding paragraphs of this Complaint as though fully set forth herein.

34. Obermayer entered into a valid contract for professional legal services with Defendant Authority.

35. Pursuant to the contract, Obermayer provided legal services requested by Defendant Authority and invoiced Defendant on a monthly basis.

36. Pursuant to the contract, payments were made to Obermayer by or on behalf of Defendant Authority for a number of the monthly invoices.

37. Obermayer has repeatedly demanded that Defendant Authority pay the above specified amount remaining due.

38. Despite these demands for payment, Defendant Authority has failed to pay Obermayer the balance of the sum due Obermayer in connection with its representation of Defendant.

39. The Defendant Authority has failed to remit payment for sums due and owing.

40. Defendant Authority's failure to pay Obermayer the sum due constitutes a material breach of the contract in effect between Obermayer and Defendant Authority.

41. The contract required that payments must be received within thirty (30) days of billing. The final billing of services provided by Obermayer to Defendant was made on May 10, 2013; Defendant failed to remit payment for services by June 10, 2013, which constituted a material breach of the contract.

42. Defendant's failure to pay Obermayer the sums due and/or to make arrangements to pay the money owed constitutes a breach of the covenant of good faith and fair dealing which Defendant owes to Obermayer in connection with the contract.

43. As a result of Defendant's breach as set forth above, Obermayer has sustained damages in the amount of \$83,609.21, which represents the fair and reasonable value of the unpaid services rendered and costs incurred by Obermayer on Defendant's behalf plus interest, attorneys' fees, and the other costs of bringing this action.

WHEREFORE, Plaintiff Obermayer Rebmman Maxwell & Hippel LLP demands judgment in its favor and against Defendant Authority in the amount of \$83,609.21, plus interest

on all sums due, costs of suit, reasonable attorneys' fees, and such other relief as this Court deems just and appropriate.

COUNT III
(Quantum Meruit)

44. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein at length.

45. Beginning in February 2007 and continuing through at least January 2010, Obermayer, at the request of Defendants and with their knowledge and approval, represented Defendants in connection with the matter described above.

46. In the course of its representation of Defendants, Obermayer was required to furnish services and incur costs for the benefit of Defendants in connection with the matter described above.

47. Obermayer conferred benefits on Defendants through its legal representation of Defendants in the matter described above, and Defendants appreciated such benefits.

48. It would be inequitable for Defendants to enjoy the benefits conferred on them by Obermayer without making full payment for such benefits.

49. The fair and reasonable value of the unpaid services that Obermayer rendered to Defendants and costs it incurred on Defendants' behalf in connection with the above-described matter is \$83,609.21.

50. Despite repeated requests to pay for the services obtained from Obermayer, Defendants have failed to pay Obermayer the fair value of such services and costs, although the same is due and owing.

WHEREFORE, Plaintiff Obermayer Rebmann Maxwell & Hippel LLP demands judgment in its favor and against Defendants in the amount of \$83,609.21, plus interest on all sums due, costs, reasonable attorneys' fees, and such other relief as this Court deems just and appropriate.

COUNT IV
(Unjust Enrichment)

51. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein at length.

52. As the *quid pro quo*, inducement, and consideration for the legal services provided to Defendants by Obermayer, Defendants were required to pay promptly all bills submitted to them.

53. Defendants have failed to pay all bills submitted to them and have failed to pay Obermayer for all legal services performed on their behalf.

54. Obermayer has conferred a benefit of legal services upon Defendants, the fair value of which is \$83,609.21 but has not received sufficient consideration in return.

55. Defendants continue to retain the benefits they received as a result of the legal services performed by Obermayer on their behalf, despite failing to pay the fair value of such services and costs.

56. It is unjust for Defendants to retain and enjoy the benefits they obtained from Obermayer without providing adequate consideration for the same.

WHEREFORE, Plaintiff Obermayer Rebmann Maxwell & Hippel LLP demands judgment in its favor and against Defendants in the amount of \$83,609.21, plus interest on all

sums due, costs, reasonable attorneys' fees, and such other relief as this Court deems just and appropriate.

COUNT V
(Account Stated)

57. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein at length.

58. During the course of its representation of Defendants in connection with the above-described matter, Obermayer maintained books of account of the services that it rendered and the costs that it incurred on Defendants' behalf.

59. Said accounts are an accurate and running account of all debits and credits for the provision of such services and assumed costs.

60. In or about May 2013, Obermayer mailed the last of the written accounts to Defendants. The accounts reflect that Defendants owe Obermayer \$83,609.21 in fees and costs in connection with the above-described matter.

61. Defendants have had ample opportunity to scrutinize the written accounts.

62. Defendants have agreed to or acquiesced in the correctness of the written accounts.

63. Defendants have never objected, specifically or generally, to the written accounts.

64. Although Obermayer demanded payment of the balance due of \$83,609.21, exclusive of late charges, Defendants have failed to pay all or any part of the balance due Obermayer in connection with the written accounts.


65. To date, the balance due on the written accounts amounts to \$83,609.21.

WHEREFORE, Plaintiff Obermayer Rebmann Maxwell & Hippel LLP demands judgment in its favor and against Defendants in the amount of \$83,609.21, plus interest on all sums due, costs, reasonable attorneys' fees, and such other relief as this Court deems just and appropriate.

Respectfully submitted,

**OBERMAYER REBMAN MAXWELL
& HIPPEL LLP**

Date: December 2, 2014

By: 

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