

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

FRICK LAW GROUP, P.A.,

Plaintiff,

CASE NO.:

DIVISION:

vs.

LORI G. GIBSON, JAMES J. GIBSON, JR.,
INTEGRITY LIFE SCIENCES, LLC, and;
AXIOM WORLDWIDE, INC.,

Defendants.

COMPLAINT

The Plaintiff, FRICK LAW GROUP, P.A. ("Plaintiff" or "FLG"), sues the Defendants, LORI G. GIBSON ("L. Gibson"), JAMES J. GIBSON, JR. ("J. Gibson"), INTEGRITY LIFE SCIENCES, LLC ("Integrity") and AXIOM WORLDWIDE, INC. ("Axiom"), jointly and severally (L. Gibson, J. Gibson, Integrity and Axiom are collectively referred to as the "Defendants"), and states:

Jurisdiction & Venue

1. This is an action for damages, the amount of which exceeds Fifteen Thousand and No/100 (\$15,000.00) Dollars, exclusive of interest, costs, and attorney's fees. The Circuit Court has exclusive original jurisdiction over this matter pursuant to Section 26.012, Florida Statutes.

2. Venue is proper in Hillsborough County, Florida as payment of the sums due, which is the subject matter of this action, was to be made to Plaintiff by the Defendants in Hillsborough County, Florida.

Parties

3. Plaintiff is a Florida professional association organized pursuant to Chapter 621, Florida Statutes, which maintains its principal place of business in Tampa, Hillsborough County, Florida.

4. Defendant, L. Gibson, is an individual who resides at 3306 Ehrlich Road, Tampa, Hillsborough County, Florida.

5. Defendant, J. Gibson, is an individual who resides at 3306 Ehrlich Road, Tampa, Hillsborough County, Florida.

6. Defendant, Integrity Life Sciences, LLC is a foreign limited liability company that is authorized to do business in Florida and which maintains its principal place of business at 2189 West Busch Blvd, Tampa, Hillsborough County, Florida.

7. Defendant, Axiom Worldwide, Inc. is a Florida corporation that maintains its principal place of business at 2189 West Busch Blvd, Tampa, Hillsborough County, Florida.

Cause of Action

8. On or about October 1, 2011, the Defendants entered into a contract with Plaintiff for the provision of legal services (hereafter the "Contract"). A copy of the Contract is attached hereto as Exhibit A.

9. Plaintiff fully performed all of the services contemplated by the Contract, all of which were received and accepted by the Defendants in full and complete performance of the Contract.

10. As a result, the Defendants have become indebted to Plaintiff for the attorneys fees charged for the services rendered and the costs advanced by the Plaintiff, all as contemplated by the Contract.

11. The Defendants breached the Contract by their failure and refusal to pay the attorneys fees charged for the services that Plaintiff rendered and the costs that Plaintiff advanced, which total \$103,902.19, exclusive of interest, costs and attorneys' fees.

12. As a direct and proximate result of the Defendants' breach of contract, Plaintiff has been damaged in the amount of \$103,902.19, exclusive of interest, court costs and attorneys' fees.

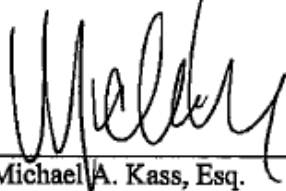
13. Payment was and continues to be due Plaintiff at its offices located in Tampa, Hillsborough County, Florida.

14. Plaintiff has retained the undersigned attorneys to represent it in this matter and is obligated to pay its attorneys a reasonable fee for their services. Plaintiff is entitled to recover its

reasonable attorneys' fees and costs from the Defendants, jointly and severally, pursuant to Sections 57.041, 57.105, Florida Statutes and pursuant to the terms of the Contract.

15. All conditions precedent to the initiation and maintenance of this action have been performed or have occurred or have been waived.

WHEREFORE, Plaintiff, Frick Law Group, P.A., demands judgment for damages against the Defendants, Lori G. Gibson, James J. Gibson, Jr., Integrity Life Sciences, LLC and Axiom Worldwide, Inc., jointly and severally, together with interest, costs and attorneys' fees, and such other and further relief as the Court may deem necessary and just.



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James M. Shuler, Esq.
Florida Bar No. 240672
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Primary: jshuler@kasslaw.com
Secondary: eserviceshuler@kasslaw.com
ATTORNEYS FOR PLAINTIFF
THE FRICK LAW GROUP, P.A.

RETAINER AND ATTORNEYS FEE AGREEMENT

The undersigned, Axiom Worldwide, Inc., Axiom Worldwide, LLC, Integrity Life Sciences, LLC, James J. Gibson, Jr. and Lori Gibson (hereinafter collectively the "Client"), do hereby retain, employ and authorize the Frick Law Group, P.A. (the "Firm") as attorneys to provide legal representation as follows:

Representation of Axiom Worldwide, Inc., Axiom Worldwide, LLC, Integrity Life Sciences, LLC, James J. Gibson, Jr., Lori Gibson, and other parties consenting to the representation in writing at the pre-trial stages and at the trial court level in the cases styled Axiom Worldwide, Inc. v. HTRD, et al ("Florida Federal Case"), HTRD v. Integrity Life Sciences, LLC ("Judge Neilsen Case"), the case styled Attorney General State of Florida v. Axiom Worldwide, Inc. et al. ("AG Case"), and, any other case forwarded to the Firm by the Client and accepted by the Firm as set forth in any addendum to this Agreement fully executed by the Client, the Firm and any persons or entities to be included in the representation to be paid for by the Client.

The Firm will only provide the specific services described above and as set forth in any addendum to this Agreement fully executed by the Client, the Firm and any other persons or entities to be included in the representation to be paid for by the Client. The Firm shall not be required to provide any services not specifically described herein and does not agree to provide any other services to the Client.

A. As Compensation for these services, we agree to pay one or more of the following:

1. (X) A non-refundable retainer of Twenty Five Thousand Dollars (US \$25,000.00). The non-refundable retainer shall be considered earned on receipt. Receipt of the non-refundable retainer is acknowledged by the Firm.

2. (X) An Initial Fee Retainer of Fifteen Thousand Dollars (US \$15,000.00). The Initial Fee Retainer shall be due on October 20, 2011.

3. (X) An initial Cost Retainer of One Thousand Dollars (US \$1,000.00), which will be applied to all costs (see definition of costs and expenses below) incurred by the Firm. "Costs" shall include the expense of photocopying, fax transmissions, public records, corporation information and other data base searches, computerized research charges, courier and delivery charges, extraordinary clerical and secretarial expense incurred for overtime and/or weekend service, out of pocket travel expenses, investigative expenses, and other out-of-pocket expenses as may be incurred. Notwithstanding, during the term of this agreement, Client shall pay significant out-of-pocket costs directly including but not limited to costs associated with deposition transcripts, document productions, expert witness fees and other significant costs ancillary to the services provided by the Firm. The Initial Cost Retainer shall be due on October 20, 2011.

4. (X) A Flat Monthly Fee of Fifteen Thousand Dollars (\$15,000.00) ("Monthly Flat Fee") which shall include all work performed by the Firm on all matters then being handled by the Firm for the Client as set forth above up to eighty (80) hours per month. The "month" for the



purposes of the Monthly Flat Fee shall run from the 1st of each calendar month through the last day of that same calendar month throughout the term of this agreement, which shall be continual until terminated or modified in a separate written document signed by the Client and the Firm. The Monthly Flat Fee shall be considered earned on receipt. The Monthly Flat Fee payment shall be made in advance and begin with the first payment due on November 1, 2011, which payment shall relate to the services to be rendered between November 1, 2011 and November 30, 2011. The Monthly Flat Fee shall continue to be due on the 1st of each calendar month thereafter for services subsequently rendered during that calendar month.

5. (X) For all hours or fractions of an hour (in measures of no less than 0.10 of an hour) expended by the Firm in excess of eighty (80) hours per month of attorney time on all matters covered by this agreement, Client agrees to pay an additional hourly fee of \$240.00 per hour for each hour expended by Scott Frick, an hourly rate to be agreed upon by the Client and the firm for any other attorney of the Firm, and, and an hourly fee of \$125.00 per hour for each hour expended by a paralegal of the Firm. Charges for excess time of this type will be billed in arrears for the excess charges incurred during the previous calendar month beginning with the November 1, 2011 invoice relating to excess charges, if any, incurred for services rendered in October of 2011, and, shall continue on the 1st of each calendar month thereafter for excess services rendered during the previous calendar month.

Client agrees to pay fees, costs and expenses as described in the paragraphs checked above.

B Client agrees to pay each of the fees and costs described in each paragraph checked above and below for each matter subject to this agreement. The above rates are subject to change only upon execution of an addendum to this Agreement signed by both the Firm and the Client. Client agrees that they will pay each statement for fees and costs rendered upon receipt of each statement. Statements for fees and costs will be sent monthly on or about the 1st day of each month. The Firm will bill against the Initial Fee Retainer and Cost Retainer on a monthly basis for each matter subject to this agreement. Once the Initial Fee Retainer is exhausted, Client shall maintain a positive retainer balance of fifteen thousand dollars (US \$15,000.00) ("Monthly Retainer"). Should the charges in any month exceed the amount of the fee retainer currently being held by the Firm, the Firm will bill the Client for the balance then due which remains unpaid and will perform no further work on any matter until the fee retainer is fully replaced to the level required by the Monthly Retainer. In any event, upon receipt of each monthly bill, and specifically prior to the 20th of the month following issuance of an invoice, statement or statements to Client, Client will pay the Firm an amount sufficient to pay all of the outstanding and unpaid charges in full and shall also provide the Firm with an additional amount sufficient to bring the Monthly Retainer balance back up to Fifteen Thousand Dollars (US \$15,000.00). Sixty (60) days before the scheduled trial of the case styled Axiom Worldwide, Inc. v. HTRD, et al ("Florida Federal Case"), the case styled HTRD v. Integrity Life Sciences, LLC ("Judge Neilsen Case"), the case styled Attorney General State of Florida v. Axiom Worldwide, Inc. et al. ("AG Case"), or, any other matter as indicated on any addendum hereto, the Client shall also provide a Trial Retainer equal to an additional \$15,000.00 for each matter scheduled for trial. Should the trial for which a Trial Retainer is provided be cancelled and not rescheduled during the 60 days prior to the time of its initial scheduling, then, the Trial Retainer for that case will be refunded upon request of the Client. Should any fee retainer not be paid, or, should any required fee retainer be exhausted and not be replaced prior to the next billing cycle in any given month, the Firm may require the Client to pay all sums then due together

with a sum sufficient to bring the fee retainer balance back up to the level of the Initial Fee Retainer or require other procedures to be followed as a condition to its continued representation of Client and/or any other parties being represented by the Firm, at the Firm's sole discretion. Notwithstanding anything to the contrary, at the conclusion of the representation, the unused portion of any initial or subsequent fee retainer required by the Firm shall be returned to Client. Similarly, once the initial Cost Retainer is exhausted, the Client shall maintain a positive Cost Retainer balance of one thousand dollars (\$1,000.00), and, upon receipt of each monthly bill, and specifically prior to the 20th of the month following issuance of an invoice, statement or statements to Client, Client will pay the Firm an amount sufficient to pay all of the outstanding and unpaid charges in full and shall also provide the Firm with an additional amount sufficient to bring the Cost Retainer balance back up to one thousand dollars (\$1,000.00). Should any cost retainer not be paid, or, should any required cost retainer be exhausted and not be replaced prior to the next billing cycle in any given month, the Firm may require the Client to pay all sums then due together with a sum sufficient to bring the cost retainer balance back up to the level of the Initial Cost Retainer or require other procedures to be followed as a condition to its continued representation of Client and/or any other parties being represented by the Firm, at the Firm's sole discretion.

C. In the event Client is in arrears to the Firm for any fees or costs and expenses, or both, and the Firm has on deposit in any trust account maintained by it funds which are payable to us, then after 7 days notice to Client (in writing via e-mail, facsimile transmission or mailed to Client's last known address) such fees or costs and expenses or both shall be paid, or such part of the fees and costs and/or expenses that can be paid, from the funds on deposit.

D. In the event Client fails to pay any fees or costs and expenses, or both, due to the Firm within the time required by the terms of this agreement, the Firm may, after demand for payment in full (in writing via e-mail, facsimile transmission or mailed to Client's last known address) granting Client 7 days from the date of such notice to pay the fees or costs and expenses or both in full, cease representation of Client and if necessary file with the appropriate court or administrative body a motion or motions to withdraw as counsel of record for us. If the Firm attaches to such motion a copy of this agreement as well as a copy of the written notice to us showing the date it was mailed, then by this agreement we consent to such withdrawal.

E. The Firm agrees to use its professional judgment and skill in its representation of you. However, the Firm cannot guarantee or predict the forthcoming results or outcome of any case or matter.

F. Each of the undersigned agrees that he/she or it shall be jointly and severally liable to the Firm for all sums due under the terms of this agreement. The undersigned agree(s) to pay all costs of collecting any sums due under the terms of this agreement, including attorney's fees (including any attorney's fees charged by the Firm if it brings an action to collect any sums due under the terms of this agreement).

G. This agreement constitutes the entire agreement by the parties. This agreement can only be modified, changed, altered, or the scope of representation increased, by a writing executed by all parties hereto.

READ THIS AGREEMENT COMPLETELY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS DO NOT SIGN UNTIL EACH IS ANSWERED TO YOUR SATISFACTION.

Signed this 1st day of October 2011.

AXIOM WORLDWIDE, INC.

BY: _____
Signature

Printed Name

Title

James J. Gibson, Jr.


Lori Gibson.

AXIOM WORLDWIDE, LLC.

BY: _____
Signature

Printed Name

Title

FRICK LAW GROUP, P.A.
BY: 
Signature

Printed Name
Scott A. Frick
AS: PRESIDENT

INTEGRITY LIFE SCIENCES, LLC.

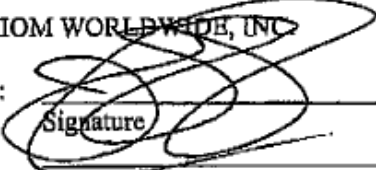
BY: _____
Signature

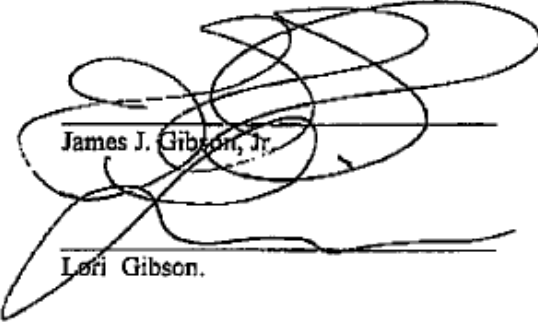
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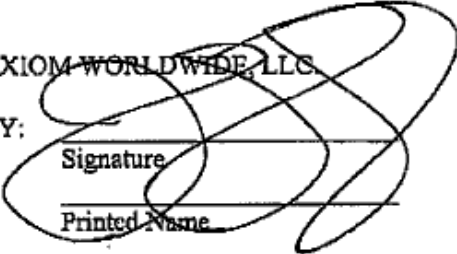
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Signed this 1st day of October 2011.

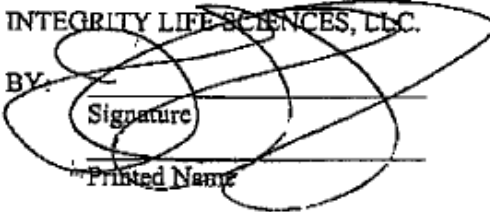
AXIOM WORLDWIDE, INC
BY: 
Signature
Printed Name
Title


James J. Gibson, Jr.
Lori Gibson.

AXIOM WORLDWIDE, LLC
BY: 
Signature
Printed Name
Title

FRICK LAW GROUP, P.A.

BY: _____
Signature
Printed Name
AS: _____

INTEGRITY LIFE SCIENCES, LLC
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