

COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW



**FEDEX CORPORATE SERVICES** :  
Plaintiff : No.  
vs. :  
**TACTICAL RABBIT INC.** :  
Defendant : CIVIL ACTION

**COMPLAINT**

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$37,977.39**, upon the following cause of action:

1. Plaintiff, **FEDEX CORPORATE SERVICES**, is located at 3965 Airways Blvd., Module G, 3<sup>rd</sup> Fl, Memphis, TN 38116.
2. Defendant, **TACTICAL RABBIT INC.**, is located at 890 S. Matlack St., Apt 460, West Chester PA 19382.

**COUNT I**

**Breach of Contract**

3. At Defendant's request, Defendant was provided shipping services by Federal Express Corporation and FedEx Ground Package System, Inc. in the amount and for the prices set forth in invoices referred to in a statement of Defendant's account taken from Plaintiff's books and records, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "A."
4. Plaintiff is the holder and owner of the outstanding debt for fees owed for the shipping services provided to Defendant above.
5. The prices charged for the aforesaid services are just and reasonable and are those which Defendant promised to pay Plaintiff.
6. Defendant received said services.

7. Defendant accepted said services.
8. Defendant did not reject said services.
9. Defendant did not dispute the quality of said services.
10. Defendant has not paid Plaintiff in full for said services.
11. A total principal amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was \$37,977.39.
12. Plaintiff has made demand against Defendant for the aforesaid sum, but Defendant failed or refused to pay the same or any part thereof.

**WHEREFORE**, Plaintiff demands judgment against Defendant for **\$37,977.39** all other relief to which Plaintiff may be entitled.

## COUNT II

### **Alternative to Count I - Unjust Enrichment**

13. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.
14. At Defendant's request, Plaintiff conferred a benefit upon Defendant by providing the services described in the exhibits attached hereto.
15. Defendant received and accepted the benefit of said services provided by Plaintiff.
16. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid services to Defendant and that Plaintiff expected to be paid for such.
17. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide said services and to incur damages.
18. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said services without paying Plaintiff fair and reasonable compensation.

19. Allowing Defendant to retain the benefit of said services without paying fair compensation would be unjust.

20. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the services described in the exhibits attached hereto in the amount of \$37,977.39.

**WHEREFORE**, Plaintiff demands judgment against Defendant for **\$37,977.39** and all other relief to which Plaintiff may be entitled.

AMATO AND KEATING, P.C.

By: 

Justin N. Davis, Esquire  
John R. Keating, Esquire  
Daniel A. Wechsler, Esquire  
Michael J. Albanese, Esquire  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400