

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MILLENNIAL PLASTIC SURGERY PLLC

Plaintiff,

v.

MEGHAN JAMES

Defendant.

Civil Action No.: 21-cv-9590

COMPLAINT

Plaintiff, Millennial Plastic Surgery PLLC (“Plaintiff” or “Millennial”), by and through its undersigned attorneys, Garson, Ségal, Steinmetz, Fladgate LLP, brings its Complaint against Defendant, Meghan James (“Defendant” or “James”), and respectfully alleges as follows:

THE PARTIES

1. Plaintiff, Millennial Plastic Surgery PLLC is a New York professional limited liability corporation incorporated under the laws of the State of New York, located in New York County, New York. All Members of the PLLC are New York citizens.

2. Upon information and belief, Defendant, Meghan James is an individual who is a citizen and resident of the State of California.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(a)(3) in that the action is between a citizen of this state and a citizen or subject of a foreign state and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

4. Venue is proper in this judicial district pursuant to 27 U.S.C. §1391(a), in that it is a district in which a substantial part of the events or omissions giving rise to the claims occurred, or a substantial part of the property that is the subject of this action is situated.

5. Further, the agreement from which this dispute arises designates, and Defendant expressly agreed, that it is governed and constructed in accordance with the laws of the State of New York.

FACTS COMMON TO ALL CLAIMS

THE AGREEMENTS

6. Defendant James is a social media influencer who partners with brands and companies to promote their goods and services by posting on various social media and digital media accounts.

7. James' Instagram account, for example, has over 1.2 million followers, and her posts include promotional content for skin care products, clothing brands, music, liquor and more.

8. On or about October 15, 2021, Millennial and James entered into a sequence of agreements, whereby James would promote Millennial's services in exchange for two cosmetic procedures.

9. The procedures to be performed were outlined in a Cosmetic Surgery Agreement, which stated that Millennial would perform a Liposuction 360 and liposuction of the arms, as well as a Biopolymer Removal Procedure.

10. The Cosmetic Surgery Agreement states that the procedures had a value of \$22,000.00. A true and correct copy of the Cosmetic Surgery Agreement is attached hereto as **Exhibit A**.

11. In exchange for the procedures, and in lieu of monetary payment therefore, James agreed to a schedule of social media posts outlined in a schedule to an Influencer Agreement, effective on October 14, 2021. A true and correct copy of the Influencer Agreement is attached hereto as **Exhibit B**.

12. The detailed schedule outlines that James would first, on October 30, 2021 publish a post on Instagram, as well as an Instagram Story revealing the upcoming surgeries, promoting Millennial, and telling her followers to “tune in on live surgery.”

13. Next, on November 1, 2021, James would post a “countdown tool” to her live surgery on her Instagram story.

14. Then, the procedures would take place on November 2, 2021, during which Millennial’s videographer would stream the procedures on Instagram live for James’ 1.2 million followers. The live stream and subsequent IGTV post of the live stream were clearly outlined in the content schedule and were an essential element of the contract between the parties, as they would provide James’ followers with the most insight into Millennial, thus promoting the brand.

15. James would then post updates once per month for the next year.

16. In addition to, and in conjunction with, the Cosmetic Surgery Agreement and the Influencer Agreement, James agreed to and signed non-disparagement and non-disclosure agreements.

17. In signing the non-disparagement agreement, James represented and stated “I agree not to in any way slander or injure the business reputation or goodwill of the [sic] Millennial Plastic Surgery, including, by way of illustration, through any contact with clients, prospective clients, vendors, suppliers, reviews, or social media regarding Millennial Plastic Surgery which could slander or injure the business reputation or goodwill of the Company.” A true and correct copy of the Non-Disparagement and Non-Disclosure Agreements are attached hereto as **Exhibit C**.

JAMES’ BREACH OF THE INFLUENCER AGREEMENT

18. Upon information and belief, prior to the scheduled procedure on November 2, 2021, James’ Instagram account became banned from live streaming any content. When

questioned by Millennial, James assured Millennial that they would be able to live stream the procedures from her account.

19. Relying on these statements, James was placed under anesthesia in order for Millennial to perform the procedures, and Dr. David Shokrian began James' liposuction procedures.

20. Millennial's videographer, pursuant to the terms of the agreements between the parties, attempted to begin streaming the procedures live, but learned that James' Instagram account was still banned from livestreaming.

21. Nonetheless, Dr. Shokrian finished the liposuction procedures, but refused to perform that Biopolymer Removal, as that procedure was the one the live stream was intended to promote.

22. The Influencer Agreement states unequivocally that the "Influencer will be charged the full amount of surgery if the influencer does not comply with terms."

23. James' ban from live streaming on Instagram, which led to the inability to live stream the procedure, is a breach of contract, and Millennial is entitled to payment for the liposuction procedures performed.

24. Upon waking up from anesthesia, James began threatening Dr. Shokrian and Millennial for not performing the Biopolymer Removal procedure, despite having not performed her end of the contract.

JAMES' BREACH OF THE NON-DISPARAGEMENT AGREEMENT

25. On November 16, 2021, seemingly not content with having received a free liposuction procedure worth \$15,000.00 despite not streaming live as agreed upon, James took to Instagram for the sole purpose and with the clear intent to defame and denigrate Millennial Plastic

Surgery, posting a picture and a video with that caption “@theglamsquadnyc !! Thank you guys for everything & coming to the rescues [sic] after my horrible experience with @millennialplasticsurgery [emoji] You guys are highly appreciated.” A true and correct screenshot of the post can be seen in Image 1 below.

Image 1:



26. On November 17, 2021, counsel for Millennial contacted James via a cease and desist letter demanding that she remove the post, as it violated the non-disparagement agreement that she knowingly and willingly signed.

27. Upon receipt, James responded via email stating “Hi, The information has been forwarded to my attorney.”

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