

1 **JOHN G. BURGEE, ESQ. (State Bar No. 132129)**
2 **BURGEE & ABRAMOFF P.C.**
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8 Attorneys for Plaintiff,
9 JOHN TROXTEL dba
10 REDMONKEY PICTURES

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

12 **JOHN TROXTEL**, an individual doing)
13 business as **REDMONKEY PICTURES**,)
14
15 Plaintiff,)
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17 v.)
18 **CHRIS BROWN**, an individual, **CBE**)
19 **TOURING, LLC**, a Delaware limited)
20 liability company, and **DOES 1 through 10**,)
21 inclusive,)
22 Defendants.)

CASE NO.
COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF:
1. BREACH OF CONTRACT
2. COMMON COUNTS
3. [RESERVED]
4. UNJUST ENRICHMENT
5. UNFAIR BUSINESS PRACTICES
6. DECLARATORY RELIEF
7. INJUNCTIVE RELIEF
DEMAND FOR JURY TRIAL

20 Plaintiff JOHN TROXTEL alleges:

21 **SUMMARY OF CLAIMS**

22 1. It is no surprise that pop-star CHRIS BROWN retained JOHN TROXTEL to design
23 the set for his current tour. Mr. Troxtel has years of experience designing concert sets for top artists
24 the likes of which include Eminem, Dr. Dre, Snoop Dogg, 50 Cent, Puff Daddy and Michael
25 Jackson. Mr. Brown certainly aspires to be in league with these performers. Mr. Troxtel's job was
26 to transform what otherwise would be just a guy singing and rapping on stage into a multi-media
27 spectacle worthy of a superstar. Mr. Troxtel did so through dozens of video elements, an animated
28 cartoon and pervasive computer graphics synced to Mr. Brown's performance.

1 is an officer, director, member and/or manager of CBE.

2 8. The names and capacities, whether individual, corporate, associate or otherwise, of
3 defendants named herein as DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore
4 sue such Defendants by such fictitious names. Plaintiff will amend this Complaint when the true
5 names and capacities of such Defendants have been ascertained. Plaintiff further alleges that each
6 such Defendant is responsible in some manner for the actions alleged herein and further for the
7 damages suffered by Plaintiff.

8 9. At all times herein relevant and in doing the acts alleged herein, each Defendant was
9 the agent, servant, partner, employer and/or employee of each and every other Defendant and the acts
10 of each Defendant were within the course and scope of said agency, service, partnership and/or
11 employment.

12 10. At all times herein relevant and in doing the acts alleged herein, the entity Defendants,
13 and each of them, acted through their officers, managers, employees and agents, and the conduct of
14 each entity Defendant named herein and its officers, managers, employees and agents was within the
15 purpose and scope of such employment and agency. The acts and conduct alleged herein were
16 known to, and authorized or ratified by, the officers, managers, directors and managing agents of the
17 entity Defendants, and each of them.

18 11. Plaintiff is informed and believes and hereon alleges that each of the Defendants is
19 profiting from the exploitation of RedMonkey's work-product.

20 **BACKGROUND OF THE CONTROVERSY**

21 12. In September 2007, CBE retained RedMonkey to design a set for CHRIS BROWN's
22 concert tour. As tour manager and authorized agent of CBE, Maceo Price made an oral agreement
23 with Plaintiff for the work. Plaintiff also met with Mr. Brown who knew and approved the hiring
24 RedMonkey. RedMonkey sent CBE invoices for the set design work some of which CBE paid.

25 13. During the course of RedMonkey's work for CBE, extra work was required and
26 requested and extra expenses incurred. The extra work included the creation of animation to be
27 shown for Mr. Brown's entry at the beginning of his set as well as various electronically recorded
28 materials such as computer generated effects and videotaped performances, for use throughout Mr.

1 Brown's show. Mr. Price orally authorized the extra work and expenses. Plaintiff is informed and
2 believes and thereon alleges that Mr. Brown was aware that RedMonkey was performing additional
3 work.

4 14. CBE and Mr. Brown approved the work performed and the materials created by
5 RedMonkey, and incorporated RedMonkey's work-product and materials into Mr. Brown's concert
6 show. Nevertheless, when RedMonkey requested payment for the additional work and expenses, and
7 licensing fees for the use of the recorded materials it created, CBE failed and refused to pay.

8 **FIRST CAUSE OF ACTION**

9 **[Breach of Oral Contract Against CBE]**

10 15. Plaintiff incorporates here by reference all of the allegations set forth in paragraphs 1
11 through 14, inclusive, of this Complaint.

12 16. The parties had an oral agreement for RedMonkey's services including the extra work
13 and expenses incurred.

14 17. CBE breached the parties' agreement by failing to pay RedMonkey for its work
15 (including license fees on the materials it created) and reimburse its expenses.

16 18. RedMonkey performed all obligations required of Plaintiff by the parties' agreement
17 except as have been excused, waived or rendered impossible.

18 19. As a direct and proximate result of CBE's breach of contract, Plaintiff has sustained
19 damages in excess of \$500,000 subject to proof at the time of trial.

20 **SECOND CAUSE OF ACTION**

21 **(For Common Counts Against CBE and BROWN)**

22 20. Plaintiff incorporates here by reference all of the allegations set forth in paragraphs 1
23 through 14, inclusive, of this Complaint.

24 21. RedMonkey performed services and advanced money at the insistence and request of
25 Defendants with the understanding that Defendants would pay RedMonkey for its services and
26 reimburse its expenses. Additionally, Defendants have been using animation and electronically
27 recorded materials created and owned by RedMonkey. It was understood by the parties that
28 Defendants would pay for the use of RedMonkey's property.

1 Plaintiff therefore seeks a preliminary and final injunction preventing Defendants from exhibiting,
2 using, selling, licensing, and otherwise exploiting RedMonkey's work-product during the pendency
3 of this action and permanently to prevent further irreparable injury.
4

5 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
6 follows:

7 ON THE FIRST CAUSE OF ACTION

8 1. For damages in excess of \$500,000, subject to proof at trial;

9 ON THE FIRST AND SECOND CAUSES OF ACTION

10 2. For the value of the service rendered, expenses incurred and use of RedMonkey's
11 work-product in excess of \$500,000, subject to proof at trial;

12 ON THE THIRD CAUSE OF ACTION

- 13 3. [Reserved.]
- 14 4. [Reserved.]
- 15 5. [Reserved.]

16 ON THE FOURTH CAUSE OF ACTION

17 6. For the accounting and disgorgement of the unjust profits made by Defendants from
18 the unauthorized exploitation of RedMonkey's work-product which is believed to be in excess of
19 \$1,000,000, subject to proof at trial;

20 ON THE FIFTH CAUSE OF ACTION

21 7. For Defendants' revenues from the exploitation of RedMonkey's work-product which
22 is believed to be in excess of \$1,000,000, subject to proof at trial;

23 8. For an order prohibiting Defendants from exhibiting, selling, licensing, or otherwise
24 exploiting RedMonkey's work-product;

25 ON THE SIXTH CAUSE OF ACTION

26 9. For a declaration of the parties' respective rights as to RedMonkey's work-product
27 and RedMonkey's right to a licensing fee;

28 //

1 ON THE SEVENTH CAUSE OF ACTION

2 10. For a preliminary and permanent injunction prohibiting Defendants from exhibiting,
3 selling, licensing, or otherwise exploiting RedMonkey's work-product;

4 ON ALL CAUSES OF ACTION

- 5 11. For pre-judgment interest;
6 12. For costs of suit herein incurred; and
7 13. For any further relief the court may deem proper.

8
9 DATED: December 24, 2007

BURGEE & ABRAMOFF, P.C.

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11 BY: 

12 JOHN G. BURGEE
13 Attorneys for Plaintiff
14 JOHN TROXTEL dba REDMONKEY PICTURES
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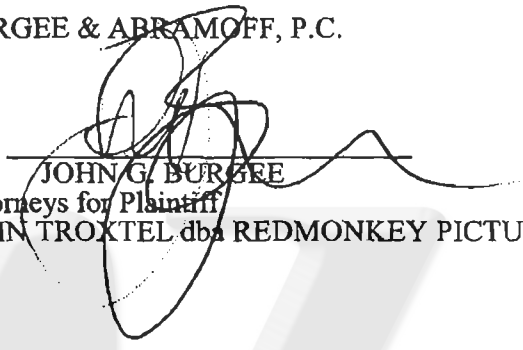
DEMAND FOR JURY TRIAL

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO EACH PARTY AND
THEIR COUNSEL OF RECORD HEREIN:

NOTICE IS HEREBY GIVEN that Plaintiff JOHN TROXTEL dba REDMONKEY
PICTURES request a jury trial of each issue presented in the above-captioned action.

DATED: December 24, 2007

BURGEE & ABRAMOFF, P.C.

BY: 
JOHN G. BURGEE
Attorneys for Plaintiff
JOHN TROXTEL dba REDMONKEY PICTURES

