

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
TREVANNA ENTERTAINMENT, LLC

Plaintiff,

Index No.

-against-

COMPLAINT

ROWE ENTERTAINMENT, INC.,

Defendant.

08103180

FILED

FEB 29 2008

COUNTY CLERK'S OFFICE
NEW YORK

-----X
Plaintiff TREVANNA ENTERTAINMENT, LLC by its attorney Lawrence W. Rador,
Esq., for its complaint against defendant, alleges as follows:

THE PARTIES

1. Plaintiff TREVANNA ENTERTAINMENT, LLC ("Trevanna") is a New York limited liability company with a principal place of business at 853 Broadway, Suite 1715, New York, New York 10003.
2. Defendant ROWE ENTERTAINMENT, INC. ("Rowe") is, on information and belief, a Georgia corporation with a principal place of business at Atlanta, Georgia, and is not qualified to do business in the State of New York.
3. Plaintiff Trevanna is engaged in the business of tour promotion, production and management for musical performance groups in the live entertainment industry.
4. Defendant Rowe is engaged in the business of promoting and producing tours for musical performance groups in the live entertainment industry.
5. In June 2007, defendant Rowe hired plaintiff to act as exclusive Tour Director for a national tour by well-known musician and performer R. Kelly.

6. Among the tasks which plaintiff agreed to undertake was the coordination of all live, in-concert performances by R. Kelly during the course of the tour, including arranging performance dates, the negotiating of financial terms with concert venues, and generally utilizing his professional relationships to attract the most qualified vendors for the production of the technical aspects of the tour.

7. The agreed-upon compensation for plaintiff's services was \$100,000.

8. The agreement between the parties was that plaintiff was to receive an initial payment of \$25,000, and payments of \$5000 at the completion of each of the first fifteen of the remaining appearances/concerts in the tour.

9. Plaintiff prepared and submitted a written agreement to defendant setting forth the terms and conditions of the parties' agreement.

10. Although the parties did not sign such agreement, Defendant agreed to its terms and made the initial payment of \$25,000.

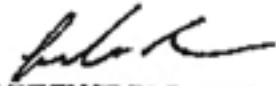
11. Thereafter plaintiff performed all of the services required under the parties' agreement including, without limitation, completing the job of making sure that the tour had an A+ production and design team and help negotiate several individual building deals and a bulk deal with SMG, a building management company.

12. Defendant has failed and refused to make any of the remaining payments.

13. Defendant is liable to plaintiff in the amount of \$75,000 plus interest, costs and disbursements.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$75,000 together with interest, costs and the disbursements of this action.

Dated: New York, New York
February 25, 2008



LAWRENCE W. RADER
Attorney for Plaintiff
225 Broadway, Suite 400
New York, New York 10007
212.791.5200

TMZ

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.

TREVANNA ENTERTAINMENT, LLC,

Plaintiff,

-against-

ROWE ENTERTAINMENT, INC.

Defendant.

SUMMONS AND COMPLAINT

LAWRENCE W. RADER, Esq.

Attorney for Plaintiff

225 Broadway Suite 400
New York, New York 10007
(212) 791-5200

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: New York, New York
February 25, 2008

By: 

Lawrence W. Rader, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

TREVANNA ENTERTAINMENT, I.L.C.,

Plaintiff,

- against -

ROWE ENTERTAINMENT, INC.,

Defendant

Index No.

Plaintiff Designates
New York County as the place of trial

The basis of venue is
Plaintiff's Business Address

Summons

Plaintiff's Business Address is
853 Broadway, Suite 1715
New York, New York
County of New York

ORIGINAL
08103180

To The Above Named Defendant:

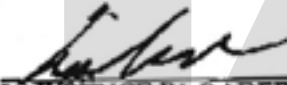
FILED

FEB 25 2008

COUNTY CLERK'S OFFICE
NEW YORK

You are hereby summoned to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if the Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: *New York, New York*
February 25, 2008


LAWRENCE W. RADER, ESQ.
Attorney for Plaintiff
225 Broadway Suite 400
New York, New York 10007
(212) 791-5200

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

Carl Freed, being duly sworn, deposes and says:

That deponent is the President of Plaintiff herein, that deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters, deponent believes them to be true. The sources of deponent's information and the grounds of deponent's belief are based upon deponent's actual knowledge and belief and the books and records of Plaintiff.

Trevanna Entertainment LLC



BY: Carl Freed, President

Sworn to before me on this
25th Day of February, 2008



Notary Public

LAWRENCE W. RADER, ESQ.
Notary Public, State of New York
No. 02RA5006077
Qualified in New York County
Commission Expires January 27, 2011