

INC. d/b/a SHARK, a Illinois Corporation ("SHARK"); and DOES 1-10, hereinafter collectively referred to as the "Defendants", states and alleges as follows:

PLAINTIFF

1. Plaintiff, Romeo Entertainment, is now, and at all times mentioned in this complaint, was a corporation organized and existing under the laws of the State of Nebraska, with its principal place of business located in Pottawattamie County, Iowa. Romeo Entertainment is in the business of buying, producing, and promoting live entertainment events all across the country. Romeo Entertainment is a family owned business that has been doing business for over 50 years, and has arranged for night show entertainers for Cheyenne Frontier Days at times over the last 20 years.

2. Defendant Hindi is a citizen of Illinois with a last known address of

3. Defendant SHARK is now, and at all times mentioned in this complaint, was a corporation organized and existing under the laws of the State of Illinois, with its principal place of business located in Kane County, Illinois. Defendant is a citizen of Illinois. Defendant's stated mission is supposedly to "nonviolently battle animal abuse whenever and wherever possible." Defendant SHARK suggests that people who do not agree with SHARK's concepts of animal welfare are terrorists.

4. Defendant Hindi is the president of SHARK.

5. DOES 1-10 inclusive are sued herein under such fictitious names because their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained Plaintiff will amend this Complaint to allege their true names and capacities herein. Plaintiff upon information and belief alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged herein and that Plaintiff's damages were proximately caused by such Defendants.

6. Plaintiff further alleges that at all times herein mentioned each of the fictitious Defendants was acting as the agent, representative, employee, officer, partner and/or co-conspirator of Defendants SHARK and Hindi.

JURISDICTION

7. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332. This controversy is between citizens of different states, and the amount in controversy exceeds \$75,000.

8. Venue is proper in the District of Wyoming pursuant to 28 U.S.C. § 1391(b) and (c) because, among other things, Defendants have conducted business within Wyoming by recording and monitoring the Cheyenne Frontier Days Rodeo in order to further Defendant's business interests and to impair the business interests of the Plaintiff. Defendants operate a website located at www.sharkonline.org (the "Website") through which they intentionally publish misleading and factually incorrect information in an attempt to influence and

generate income from residents of the State of Wyoming. Defendants have also intentionally interfered with contracts to be performed in Wyoming at the Cheyenne Frontier Days night show in Cheyenne, Wyoming.

GENERAL ALLEGATIONS

9. Plaintiff is a well known talent buyer and promoter that has been promoting and producing live entertainment events at venues all across the country for over 50 years.

10. One of the venues in which Plaintiff produces and promotes events is the Cheyenne Frontier Days night show during the Cheyenne Frontier Days Celebration in Cheyenne, Wyoming.

FIRST CLAIM FOR RELIEF

Tortious Interference With A Contract – Carrie Underwood

11. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-10 as if fully set forth herein.

12. In or about May 2006 Plaintiff was involved in a valid and existing business relationship with Lion Cub, Inc., a Tennessee corporation with its principal place of business located in Davidson County, Tennessee.

13. Lion Cub, Inc., as agent for Carrie Underwood, contracted with TBA Fairs and Festivals, Romeo Entertainment's predecessor in interest, to provide Ms. Underwood for one performance to take place at the Cheyenne Frontier Days night show on July 27, 2006. Carrie Underwood is a popular

entertainer who would have generated a large number of ticket sales and under the terms of its contract, Romeo Entertainment would have earned a substantial profit.

14. Defendants knew or should reasonably have known about Plaintiff's relationship with the artist represented by Lion Cub, Inc.

15. Defendants contacted Ms. Underwood for the sole purpose of inducing her to breach her contract and withdraw from performing at the Cheyenne Frontier Days night show. Defendants used false and misleading information and threats of negative publicity to intimidate and induce Ms. Underwood to breach the agreement with Plaintiff.

16. Defendants' intentional interference with Plaintiff's contract and business relationship was unjustified and tortious.

17. As a result of Defendants' intentional interference, Carrie Underwood breached her contract by withdrawing from her scheduled performance at the Cheyenne Frontier Days night show.

18. Defendant's tortious interference with the contractual relationship between Romeo Entertainment and Lion Cub, Inc., caused Romeo Entertainment to lose revenue in an amount to be proven by the evidence presented at trial.

SECOND CLAIM FOR RELIEF

**Tortious Interference With A Contractual Relationship –
Matchbox Twenty**

19. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-18 as if fully set forth herein.

20. In or about March 2008 Plaintiff developed a relationship with Woodshed Music, Inc., a New York corporation with its principal place of business located in New York, New York. Woodshed Music, Inc., was an agent for Matchbox Twenty.

21. Matchbox Twenty, through its agents, agreed to perform at the Cheyenne Frontier Days night show on July 18, 2008. Matchbox Twenty is a popular singing group that generated a large number of ticket sales for Cheyenne Frontier Days, and would have generated more ticket sales but for the action of Defendants. Under the terms of its agreement, Romeo Entertainment would have earned a substantial profit from the performance of Matchbox Twenty.

22. Defendants knew or reasonably should have known of Plaintiff's relationship with Matchbox Twenty represented by Woodshed Music, Inc.

23. Defendants' contacted the agents for Matchbox Twenty for the sole purpose of persuading Matchbox Twenty to withdraw from performing at the Cheyenne Frontier Days night show as it was contractually obligated to do.

Defendants used false and misleading information and threats of negative publicity to induce Matchbox Twenty to breach the agreement with Plaintiff.

24. Defendants' intentional interference with Plaintiff's contract and business relationship with Matchbox Twenty and Woodshed Music Inc., was unjustified and tortious.

25. As a result of Defendants' intentional interference Matchbox Twenty breached its contractual obligations to Plaintiff and withdrew from its scheduled performance at the Cheyenne Frontier Days night show.

26. Defendants' tortious interference with the contractual business relationship between Romeo Entertainment and Matchbox Twenty has resulted in damage to Romeo Entertainment in excess of \$100,000, the exact amount to be proven at trial.

THIRD CLAIM FOR RELIEF

Injunctive Relief

27. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-28 as if fully set forth herein.

28. Plaintiff's valid contractual relationships as described above constitute property rights deserving of protection by injunctive relief.

29. Beginning on or about May 2006, and continuing to the present time, Defendants, Hindi and SHARK, began contacting entertainers scheduled to perform at the Cheyenne Frontier Days night show with the intention of

inducing them to breach their contracts with Plaintiff. The entertainers contacted by Defendants include: Carrie Underwood, Matchbox Twenty, Def Leppard, and Bon Jovi (collectively the "Entertainers").

30. Defendants Hindi and SHARK provided inaccurate and misleading information to the Entertainers in an effort to intimidate them and cause them to breach their contracts to perform at the Cheyenne Frontier Days night shows.

31. Defendants unabashedly acknowledge that their strategy is to watch the announcements of the Cheyenne Frontier Days night show lineup to look for Entertainers Defendants believe they can convince to breach their contractual obligation to perform at the Cheyenne Frontier Days night shows. To the extent they are successful in this wrongful and tortious conduct, Defendants promote their misconduct to advance their special interests, including the solicitation of funds.

32. Defendants, Hindi and SHARK, have stated that they will continue to contact entertainers that are scheduled to perform at the Cheyenne Frontier Days night shows in order to induce them to breach their contracts to perform at the Cheyenne Frontier Days night shows. Defendants know or reasonably should know that their misconduct will cause financial harm to Plaintiff and others similarly situated.

33. The wrongful conduct of Defendants, SHARK and Hindi, is in willful and wanton disregard for the rights of Plaintiff, and unless restrained and enjoined by an order of this Court, will cause Plaintiff to be unable to book a replacement entertainer for the Cheyenne Frontier Days night show on July 18, 2008, to replace Matchbox Twenty, and may cause other current and future entertainers to breach their contracts with Plaintiff, thereby causing Plaintiff further financial harm. In addition, by inducing entertainers under contract with Plaintiff to breach those contracts, Plaintiff's business reputation will suffer substantial and irreparable harm.

34. Plaintiff has no adequate remedy at law for the harm Plaintiff has suffered and will continue to suffer in the future unless Defendants' intentional, willful and wanton misconduct is restrained and enjoined.

35. As of the date this Complaint was filed, Plaintiff has suffered damages in excess of \$100,000. Plaintiff has also incurred damages for the following: show marketing costs, show preparation costs, time and expense spent booking and looking for replacement artists, refunds of sold tickets, legal expenses, lost profits, and reputation damages.

WHEREFORE, Plaintiff prays as follows:

1. That the court issue a preliminary injunction enjoining Defendants, Hindi and SHARK, and their agents and employees, from contacting or communicating with any entertainer which has agreed now, or agrees in the future, to perform at the Cheyenne Frontier Days night show during the pendency of this action;

2. After a final hearing, that the Court issue a permanent injunction enjoining Defendants, Hindi and SHARK, and their agents and employees, from contacting or communicating with any entertainer which has agreed now or in the future, to perform at the Cheyenne Frontier Days night show;

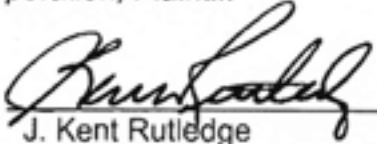
3. That the Court enter Judgment in favor of Plaintiff and against the Defendants, jointly and severally, for the damages sustained as a result of Defendants' tortious interference with Plaintiff's contracts, and for punitive damages.

4. That the Court enter Judgment in favor of Plaintiff and against Defendants, jointly and severally, for punitive damages in an amount designed to punish Defendants for their willful and wanton misconduct; and

5. That the court award Plaintiff its costs and other expenses incurred in this action, and such other relief which the Court may deem just and equitable.

Dated this 14th day of April, 2008.

ROMEO ENTERTAINMENT
GROUP, INC., A Nebraska
Corporation, Plaintiff

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