

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA**

JAY DYKES, JR. and DYKES AND  
DYKES, L.L.C.

versus

MAVERICK MOTION PICTURE GROUP,  
L.L.C., MAVERICK FILMS, L.L.C.,  
IRONSTAR, L.L.C., MARK MORGAN,  
TARA PIRNIA, AUSTEN TAYLER, GUY  
OSEARY, and MADONNA LOUISE  
CICCONE (a/k/a MADONNA)

CIVIL ACTION

NO.

SECTION

DIVISION

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**VERIFIED COMPLAINT FOR DAMAGES**

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Petitioner, Jay Dykes, Jr. and Dykes and Dykes, L.L.C. (hereinafter "Plaintiffs"), brings this action against Defendants Maverick Motion Picture Group, L.L.C., Maverick Films, L.L.C., Ironstar, L.L.C., Mark Morgan, Tara Pirnia, Austen Tayler, Guy Oseary, and Madonna Louise Ciccone (a/k/a "Madonna") (hereinafter "Defendants"), and alleges as follows:

**Parties**

1.

Jay Dykes ("Dykes") is a resident and domiciliary of Baton Rouge, Louisiana.

2.

Dykes and Dykes, L.L.C. ("Dykes and Dykes") is a Louisiana limited liability corporation with its principle place of business located in Baton Rouge, Louisiana and its sole member is Plaintiff, Jay Dykes.

3.

Upon information and belief, Maverick Motion Picture Group, L.L.C. (“Maverick Motion Picture”) is a California limited liability company with its principle place of business in Los Angeles, California. Maverick conducts business in Louisiana and a substantial portion of the events giving rise to this litigation occurred in Louisiana.

4.

Upon information and belief, Maverick Films, L.L.C. (“Maverick Film”) is a California limited liability company with its principle place of business in Los Angeles, California. Maverick Films conducts business in Louisiana and a substantial portion of the events giving rise to this litigation occurred in Louisiana.

5.

Upon information and belief, Ironstar, L.L.C. (“Ironstar”) is a Florida limited liability company with its principle place of business in Ft. Lauderdale, Florida. Ironstar conducts business in Louisiana and all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

6.

Upon information and belief, Mark Morgan (“Morgan”) is a resident and domiciliary of California. Morgan is the Chief Executive Officer of Maverick Motion Pictures and Maverick Films and conducts business in Louisiana. Moreover, all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

7.

Upon information and belief, Tara Pirnia (“Pirnia”) is a resident and domiciliary of California and a member/manager of Ironstar. Pirnia conducts business in Louisiana

and all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

8.

Upon information and belief, Austen Tayler (“Tayle”) is a resident and domiciliary of Florida and authorized agent/manager of Ironstar through her Trustee, Attila Von Somogyi. Tayler conducts business in Louisiana and all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

9.

Upon information and belief, Guy Oseary (“Oseary”) is a resident and domiciliary of California and the Chairman of the Board of Directors of Maverick Motion Pictures and Maverick Films. Oseary is also the personal manager of Defendant, Madonna. Oseary conducts business in Louisiana and all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

10.

Upon information and belief, Madonna Louise Ciccone a/k/a “Madonna” (“Madonna”) is a resident of California and New York and a domiciliary of California and owner or former owner of Maverick Motion Pictures and Maverick Films. Madonna conducts business in Louisiana and all or a substantial portion of the events giving rise to this litigation occurred in Louisiana.

### **Jurisdiction and Venue**

11.

Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because the parties are diverse and the amount in controversy exceeds \$75,000.

12.

Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

**General Allegations**

13.

Maverick Motion Pictures and Maverick Films are production companies and their primary function is to develop and produce motion pictures for national and international distribution. Morgan is the CEO of both companies; Oseary is the Chairman of the Board of both companies; and upon information and belief both companies are owned or were owned by Madonna.

14.

Ironstar is a production company and its primary function is to develop and produce motion pictures for national and international distribution. Pirnia and Tayler are member/managers and/or agents of Ironstar.

15.

Plaintiffs loaned Ironstar \$770,000 for several productions. Pursuant to the loan agreements, Plaintiffs were entitled to \$147,900 in interest payments. Plaintiffs transferred all funds as required by the loan agreements. Ironstar repaid \$527,000 of the loans and currently owes Plaintiffs \$390,900.

16.

Pursuant to the loan agreements between Plaintiffs and Ironstar and the representations made by Pirnia and Tayler, Dykes was promised a co-producer credit in the film *Material Girls* which was produced by Maverick Films. The value of a co-producer credit in a studio production was represented to be approximately \$500,000.

Dykes never received a co-producer credit in *Material Girls* as promised by Ironstar, Pirnia, and Tayler.

17.

Pirnia and Tayler introduced Plaintiffs to Maverick Motion Pictures and Maverick Films as a potential investor. Pirnia and Tayler told Plaintiffs that the two companies were owned by Madonna and her Personal Manager, Oseary, and that investments in their productions would yield high returns on an expedited basis because of the weight Madonna and Oseary held in the entertainment industry.

18.

Unbeknownst to Plaintiffs, Pirnia, Tayler, and/or Ironstar and Maverick Motion Pictures, Maverick Films, Morgan, and/or Oseary entered into a side agreement whereby Pirnia, Tayler, and/or Ironstar received 10% of all funds invested by Plaintiffs in Maverick Motion Pictures and/or Maverick Films.

19.

Maverick Motion Pictures and Maverick Films, through Morgan, requested that Plaintiffs invest funds in Maverick Motion Pictures and Maverick Films' productions.

20.

In order to entice Plaintiffs into investing money in Maverick Motion Pictures and Maverick Films' productions, Morgan told Plaintiffs that the companies were owned by Madonna and her personal manager, Oseary, and that the companies were managed by Madonna, Oseary, and Morgan. Morgan also told Plaintiffs that the companies were well-funded and any investments would be returned promptly according to the contracts. Plaintiffs relied on these representations when they decided to invest in Maverick

Motion Pictures and Maverick Films and loan money to Maverick Motion Pictures and Maverick Films.

21.

Maverick Motion Films, through their agents Madonna, Oseary, and Morgan, also provided Plaintiffs with written documentation naming Madonna and Oseary as owners and managers of the companies. The written documentation also used Madonna's trademark and copyrighted symbol. Again, Plaintiffs relied upon these representations when they decided to invest in Maverick Motion Pictures and Maverick Films.

22.

Madonna knew or should have know that her actual and/or apparent agents, Morgan and Oseary, used her name and likeness to lure Plaintiffs into investing with Maverick Motion Pictures and Maverick Films. Upon information and belief, Madonna received the benefit of Plaintiffs' loans as owner of Maverick Motion Pictures and Maverick Films.

23.

On July 24, 2004, Plaintiffs entered into an investment agreement with Maverick Films whereby Plaintiffs agreed to invest \$75,000 in Maverick Films and Maverick Films agreed to repay Plaintiffs \$86,750 for that investment. Plaintiffs satisfied all obligations set forth in the agreement, yet received no payments from Maverick Films. The agreement also entitled Plaintiffs to 2.5% of all net proceeds back-end participation actually received by Maverick Films for each participating picture. Upon information and belief, all three pictures were made, yet Plaintiffs received no proceeds as required by the agreement. This agreement also entitled Plaintiffs to one co-producer credit and two associate producer credits. Plaintiffs did not receive any credits in the films. This

agreement was signed by Morgan as CEO of Maverick Films and agreed and accepted by Dykes. This same agreement was re-signed on February 3, 2005. Upon information and belief, Maverick Films never intended to satisfy its obligations under the agreement.

24.

On January 10, 2005, Plaintiffs and Maverick Motion Pictures entered into a loan agreement whereby Plaintiffs agreed to loan Maverick Motion Pictures \$300,000 for the project of *The Stanford Prison Experiment*. Maverick Motion Pictures agreed to return \$345,000 to Plaintiffs no later than 60 days from the transfer of funds and agreed there would be no grace period or exception. Plaintiffs fulfilled all obligations under the contract, but Maverick Motion Pictures did not repay the loan or any interest to the Plaintiffs. Upon information and belief, Maverick Motion Pictures never intended to satisfy its obligations under the agreement.

25.

On January 31, 2005, Maverick Films signed an agreement acknowledging Dykes would receive a co-producer credit in the film *Materials Girls*. It was represented by Maverick Films that the credit is approximately \$500,000. Dykes never received a co-producer credit in *Material Girls*. Upon information and belief, Maverick Films never intended to name Dykes as a co-producer in *Material Girls*.

26.

On July 19, 2005 Plaintiffs entered into a loan agreement with Maverick Motion Picture Group whereby it agreed to loan \$125,000 for Maverick Motion Pictures' film projects. Maverick Motion Pictures agreed to return \$150,000 by July 19, 2006. Plaintiffs satisfied its obligations under the agreement but has not received any payments on the loan or interest from Maverick Motion Pictures. The agreement also

entitles Plaintiffs to a co-producer credit. Plaintiffs did not receive such credit. The agreement was signed by Morgan as CEO of Maverick Motion Pictures and agreed to and acknowledged by Dykes. Upon information and belief, Maverick Motion Pictures never intended to satisfy its obligations under the agreement.

27.

Ironstar assigned a \$117,000 debt owed to Plaintiffs to Maverick Motion Pictures on September 14, 2005. Pursuant to that agreement, Maverick Motion Pictures agreed to accept the \$117,000 debt and repay Plaintiffs those funds. The agreement was signed by Pirnia as managing member of Ironstar and Morgan as CEO of Maverick Motion Pictures on September 14, 2005. As of the date of this filing, Plaintiffs have not received repayment of these funds. Upon information and belief, Maverick Films never intended to satisfy its obligations under the agreement. Upon information and belief, Maverick Motion Pictures never intended to satisfy its obligations under the agreement.

28.

On September 20, 2005 Plaintiffs entered into a loan agreement with Maverick Motion Pictures and agreed to loan Maverick Motion Pictures \$100,000 for its film projects. Maverick Motion Pictures agreed to repay \$125,000 by February 23, 2006. The agreement also provided that Dykes would obtain an executive producer credit and 5% of Maverick Motion Pictures' adjusted gross profits from the picture *The Stanford Prison Experiment*. As of the date of this filing, Plaintiffs have not been repaid any funds or received any credits or a percentage of Maverick Motion Pictures' gross profits from the picture. The agreement was signed by Morgan as CEO of Maverick Motion Pictures and Oseary as Chairman of Maverick Motion Pictures and agreed to and

acknowledged by Dykes. Upon information and belief, Maverick Motion Pictures never intended to satisfy its obligations under the agreement.

29.

Plaintiffs made two verbal agreements with Maverick Motion Pictures and Maverick Films, through their CEO, Morgan, whereby the parties agreed that Plaintiffs would be entitled to an additional \$198,000 for their investment in the productions. Maverick Motion Pictures and Maverick Films verified these oral agreements in writing in November, 2006. Upon information and belief, Maverick Motion Pictures never intended to satisfy its obligations under the agreement.

**Count I**  
**Breach of Contract**

Plaintiffs incorporate Paragraphs 1 through 29 above as if fully set forth herein and further allege as follows:

30.

Ironstar, Pirnia, and Tayler breached the various loan agreements with Plaintiffs by failing to return the loan amount, failing to pay interest, and failing to provide Dykes a co-producer credit in the movie *Material Girls* as required by the contracts.

31.

Plaintiffs have suffered actual damages as a result of Ironstar, Pirnia, and Tayler's breach of contract and seeks all remedies available under the law, including but not limited to, return of principal investment, interest payments, damages for failure to provide Dykes a co-producer credit, and attorney's fees and costs for bringing this action.

32.

Maverick Motion Pictures, Maverick Films, Morgan, Oseary, and/or Madonna breached the various loan agreements with Plaintiffs by failing to return the loan amount, failing to pay interest, failing to provide Dykes various producer credits, and failing to pay various “back end payments” required by the contracts.

33.

Plaintiffs have suffered actual damages as a result of Maverick Motion Pictures, Maverick Films, Morgan, Oseary, and/or Madonna’s breach of contract and seeks all remedies available under the law, including, but not limited to, return of principal investment, interest payments, damages for failure to provide Dykes producer credits, damages for failure to pay “back end payments,” and attorney’s fees and costs for bringing this action.

**Count II**  
**Unfair Trade Practices**

Plaintiffs incorporate Paragraphs 1 through 33 above as if fully set forth herein and further allege as follows:

34.

The conduct engaged in by Defendants as outlined above constitute unfair trade practices as defined by the Unfair Trade Practices law, La. Rev. Stat. § 51:1401, *et seq.*

35.

Plaintiffs have suffered damages as a direct and proximate result of this conduct and Plaintiffs seek all damages allowed under the law, specifically including attorneys’ fees to compensate them for Defendants’ wrongful conduct.

**Count III**  
**Conversion**

Plaintiffs incorporate Paragraphs 1 through 35 as fully set forth herein and further allege as follows:

36.

Defendants' actions in refusing to repay the loan agreements and fraudulently inducing Plaintiffs to loan such funds constitute unlawful interference with Plaintiffs' ownership of the loaned funds and interest payments and are in derogation of Plaintiffs' possessory rights.

37.

As a result of Defendants' conversion, Plaintiffs have suffered actual damages and seek all damages available under the law.

**Count IV**  
**Unjust Enrichment**

Plaintiffs incorporate Paragraphs 1 through 37 above as if fully set forth herein and further allege as follows:

38.

Plaintiffs have satisfied all obligations under the agreements and Defendants have reaped the benefit of Plaintiffs' funds yet refused to make timely payments as required by the agreements.

39.

Plaintiffs have suffered damages as a result of Defendants' actions and seek all damages allowed under law.

**Count V**  
**Detrimental Reliance**

Plaintiffs incorporate Paragraphs 1 through 39 above as if fully set forth herein and further allege as follows:

40.

Louisiana Civil Code art. 1967 establishes a cause of action for detrimental reliance. This article provides in pertinent part: "A party may be obligated by a promise when he knew or should have known that the promise would induce the other party to rely on it to its detriment and the other party was reasonable in so relying."

41.

Defendants made representations and promises to Plaintiffs stating that Plaintiffs would be repaid for all money lent with interest, Plaintiffs would receive co-producer, executive producer, and associate producer credits in the films, and that the Plaintiffs would receive a percentage ownership in certain films. Defendants, however, did not deliver on any of these promises. Defendants knew, or should have known, that Plaintiffs would rely upon these representations and promises to Plaintiffs' detriment. Plaintiffs' relied on Defendants' representations and promises by loaning more than one million dollars to Defendants.

**Jury Demand**

42.

Plaintiffs are entitled to and demand a trial by jury on all counts so triable.

**WHEREFORE**, Petitioners Jay Dykes, Jr. and Dykes and Dykes, L.L.C. pray that after due proceedings there be a judgment entered in favor of Plaintiffs and against Defendants, awarding all damages including attorneys' fees and costs.

Respectfully submitted,

/s/ Joseph F. Lavigne

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