

FILED

LOS ANGELES SUPERIOR COURT

OCT 15 2008

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Attorney for Plaintiffs JOSE FERNANDEZ and
ILLUMINATY, INC.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSE FERNANDEZ, ILLUMINATY, INC., a
California corporation, sometimes also known
as ILLUMINATY PRODUCTIONS, INC.,

Plaintiffs,

vs.

RHONITA THORNTON, KREATIV
KONTROL, BRYAN "BIRDMAN"
WILLIAMS, AXIS FINANCIAL, DOES 1
THROUGH 50, INCLUSIVE,

Defendants.

Case No.

BC400008

COMPLAINT FOR DAMAGES

1. Breach of Contract
2. Fraud
3. Money Had and Received

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs JOSE FERNANDEZ and ILLUMINATY, INC., and allege
follows:

CIT/CASE: BC400008 LEA/RETR:
 RECEIPT #: C21A78057049
 DATE PAID: 10/15/08 02:03:37 PM
 PAYMENT: \$320.00 0310
 RECEIVED:
 CHECK: 320.00
 CASH:
 CHARGE:
 CARD:

*D-28
Yvette M. Pa...*

1 names and capacities when ascertained. Plaintiffs are informed and believe, and upon such
2 information and belief allege, that each of said fictitiously named Defendants is liable to
3 Plaintiffs for the acts, events and occurrences alleged herein as a result of said Defendant's
4 relationship to the other Defendants or participation in said acts, events and occurrences.
5

6 8. Plaintiffs are informed and believe and therefore allege that at all times herein
7 mentioned each of the Defendants was the agent, servant, employee and joint venturer of each of
8 the remaining Defendants, and was at all times acting within the course and scope of such
9 agency, employment and joint venture. At all times herein mentioned, THORNTON, KREATIV
10 and BIRDMAN were joint venturers.
11

12 9. In the fall of 2007, FERNANDEZ was approached by his friend, THORNTON,
13 claiming that she was friends with BIRDMAN, a rap star with great prominence. FERNANDEZ
14 was asked if he would like to invest in a concert that was scheduled for November 23, 2007 in
15 New Orleans, Louisiana. Attached hereto and marked as Exhibit "1" is a copy of the proposed
16 Budget.
17

18 10. On October 26, 2007, FERNANDEZ and THORNTON entered into a written
19 "Deal Memo" in which THORNTON and KREATIV were to produce a Concert with Lil Wayne
20 and BIRDMAN and Friends. A copy of the Deal Memo is marked as Exhibit "2" and
21 incorporated herein by reference.
22

23 11. Pursuant to the Deal Memo and Budget, FERNANDEZ immediately advanced
24 funds to KREATIV and BIRDMAN.

25 12. On November 12, 2007, BIRDMAN executed a Concert Commitment on the
26 letterhead of KREATIV. Attached hereto and marked as Exhibit "3" is a copy of that
27 Commitment.
28

1 13. In November 2007 FERNANDEZ was told that the event was cancelled due to
2 lack of time to promote the event, not enough time to schedule the talent and that the weather
3 was too cold. FERNANDEZ was told a second concert would be scheduled in Miami on
4 January 5, 2008.
5

6 14. FERNANDEZ continued to advance moneys to THORNTON, KREATIV, and
7 BIRDMAN through AXIS and directly to THORNTON, KREATIV and BIRDMAN so that the
8 Concert could be produced on January 5, 2008.
9

10 15. The event on January 5, 2008 was again cancelled by THORNTON, KREATIV
11 and BIRDMAN, claiming not enough time to promote and the inability to line up the talent.

12 16. A third concert was scheduled for March 16, 2008 in Miami. FERNANDEZ
13 continued to advance money for its production, incurred marketing expenses to promote the
14 concert, and again it was cancelled.

15 17. FERNANDEZ and/or ILLUMINATY have advanced to THORNTON,
16 KREATIV, BIRDMAN and AXIS \$275,000 to produce a concert and to date no concert has
17 been produced nor is there a date for any concert.
18

19
20 **FIRST CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

22 **AGAINST DEFENDANTS THORNTON, KREATIV AND BIRDMAN**

23
24 18. Plaintiffs incorporate and reallege the allegations contained in Paragraphs 1
25 through 17 of the Preliminary Allegations of this Complaint as though set forth in full herein.

26
27 19. Plaintiffs and Defendants THORNTON, KREATIV AND BIRDMAN entered
28 into a written contract, the terms of which are included in Exhibits "1" through "3."

1 20. Plaintiffs performed the conditions required of them by advancing \$275,000 to
2 arrange a venue for the concert, and the retention of the performers.

3
4 21. Defendants, and each of them, have breached the agreement in that they have
5 failed to produce the concert.

6 22. As a direct and proximate result of the breach of contract, Plaintiffs have been
7 damaged in a sum in excess of \$275,000. Plaintiffs are unaware of the exact amount of their
8 damages, but will amend this Complaint to state the true amount, or amend to conform to proof
9 at time of trial.

10
11 23. Paragraph 7 of Exhibit "2" provides as follows:

12 ARBITRATION: This Agreement shall be interpreted in
13 accordance with the laws of the State of California, applicable to
14 agreements executed and to be wholly performed therein. Any
15 controversy or claim arising out of or in relation to this Agreement
16 or the validity, construction or performance of this Agreement, or
17 the breach thereof, shall be resolved by arbitration in accordance
18 with the rules and procedures of American Arbitration Association
19 (AAA) under its jurisdiction in Los Angeles before a single
20 arbitrator familiar with entertainment law. The parties shall have
21 the right to engage in pre-hearing discovery in connection with
22 such arbitration proceedings. The parties agree hereto that they
23 will abide by and perform any award rendered in any arbitration
24 conducted pursuant hereto, that any court having jurisdiction
25 thereof may issue a judgment based upon such award and that the

1 prevailing party in such arbitration and/or confirmation proceeding
2 shall be entitled to recover its reasonable attorneys' fees and
3 expense. The arbitration will be held in Los Angeles and any
4 award shall be final, binding and non-appealable. The Parties
5 agree to accept service of process in accordance with AAA rules.
6

7 Pursuant to Paragraph 7, FERNANDEZ and ILLUMINATY would be entitled to
8 reasonable attorney fees if they succeeded at Arbitration. FERNANDEZ and ILLUMINATY are
9 willing to arbitrate their claims but are concerned that Defendant AXIS and Defendant
10 BIRDMAN are not signors of the Arbitration Clause, and cannot be compelled to arbitrate.
11 Therefore, FERNANDEZ and ILLUMINATY are entitled to fees if successsful in this action.
12

13
14 **SECOND CAUSE OF ACTION**

15 **FRAUD**

16
17 **AGAINST DEFENDANTS THORNTON, KREATIV AND BIRDMAN**

18 24. Plaintiffs incorporate and reallege the allegations contained in Paragraphs 1
19 through 17 of the Preliminary Allegations of this Complaint as though set forth in full herein.

20 25. At the time the Defendants, and each of them, promised to promote and produce a
21 concert with BIRDMAN and his Friends, they had no intention of ever doing the concert. The
22 promises were made to induce Plaintiffs to advance funds in the sum of \$275,000 to Defendants,
23 and each of them.
24

25 26. Plaintiffs justifiably relied upon Defendants' promises to promote and produce a
26 concert, in that Plaintiff FERNANDEZ had been friends with Defendant THORNTON, relied
27
28

1 upon THORNTON's friendship with BIRDMAN, and relied on BIRDMAN's representation that
2 a concert would take place. Said damages include general damages for emotional distress.

3
4 27. As a direct and proximate result of Defendants' false promise to produce and
5 promote a concert, Plaintiffs have been damaged in a sum in excess of \$275,000. Plaintiffs are
6 unaware of the exact amount of their damages, but will amend this Complaint to state the true
7 amount, or amend to conform to proof at time of trial.

8
9 28. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff
10 suffered shame, mortification, humiliation, worry, anxiety, stress and other emotional distress in
11 an amount to be proven at trial.

12 29. The conduct of Defendants, and each of them, was despicable and done in a
13 conscious disregard for the rights of Plaintiffs, thus entitling Plaintiffs to an award of punitive
14 damages.

15
16
17 **THIRD CAUSE OF ACTION**

18 **MONEY HAD AND RECEIVED**

19 **AGAINST DEFENDANTS THORNTON, KREATIV AND BIRDMAN AND AXIS**

20 30. Plaintiffs incorporate and reallege the allegations contained in Paragraphs 1
21 through 17 of the Preliminary Allegations of this Complaint as though set forth in full herein.

22
23 31. Within four years last, Defendants, and each of them, became indebted to
24 Plaintiffs in the sum of \$275,000.

25 32. No payment has been made and there is now due and owing to Plaintiffs the sum
26 of \$275,000.
27
28

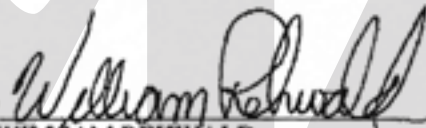
1 33. Defendants' conduct was despicable and done with a conscious disregard for the
2 rights of Plaintiffs, thus entitling Plaintiffs to an award of punitive damages.

3 WHEREFORE, Plaintiffs pray judgment as follows:

- 4
- 5 1. For Special Damages according to proof;
 - 6 2. For General Damages according to proof;
 - 7 3. Punitive Damages;
 - 8 4. Attorneys fees pursuant to contract;
 - 9 5. Costs; and
 - 10 6. Such other relief as the Court deems just and proper.

11
12
13 DATED: October 13, 2008

14 REHWALD GLASNER & CHALEFF

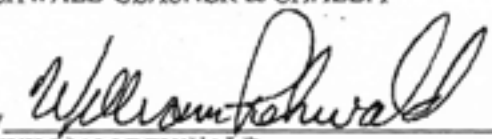
15
16 By 
17 WILLIAM REHWALD
18 Attorneys for Plaintiffs JOSE FERNANDEZ
19 and ILLUMINATY, INC.

20 DEMAND FOR JURY TRIAL

21 Plaintiffs hereby demand a jury trial of the within action.

22
23 DATED: October 13, 2008

24 REHWALD GLASNER & CHALEFF

25
26 By 
27 WILLIAM REHWALD
28 Attorneys for Plaintiffs JOSE FERNANDEZ
and ILLUMINATY, INC.

Wayne, Birdman & Friends
Bayou Classic
November 23, 2007
Morial Convention Center

Venue	\$14,000
Advertising Radio	\$25,000
Flyers & Production	\$ 2,000
Street Team	\$ 2,000
Security	\$ 1,000
Staff (Day Event)	\$ 1,500
Sound	\$15,000
Consulting Fee	\$10,000
Talent Fee	\$225,000
Total	\$295,000

Pre-Sale ticket prices \$50.00 each for 9,000 attendees yielding \$450,000. The venue seats 10,000 people. I purposely left off the money for the 1000 to cover the 10% commission fee on every ticket sold.

Your profit is 45-52%. Everyone is on board and waiting. I have spoken to talent, radio, venue, promotion, etc. I have done my research and this will be a sold out event.

To get started I will need a deposit of \$75,000 to secure talent. \$35,250 to secure the venue, promotions, radio, etc.

Call me so we can close on this immediately and get started. We do have enough time to promote this event.

Rhonita
310.925.2636

Kreative Kontrol

DEAL MEMO

THIS AGREEMENT is made and entered into as of the October 26, 2007 by and between Jose Fernandez of Illuminaty Productions, Inc. (hereinafter "Production Company"), and Rhonita Thornton of Kreativ Kontrol (hereinafter "Contractor").

This Agreement is entered into with reference to the following facts:

A. Production Company intends to produce a Concert with Lil Wayne, Birdman and Friends during the Bayou Classic weekend on November 23, 2007 at the Morial Convention Center in New Orleans, Louisiana.

B. Production Company wishes to utilize the services of Contractor as a Consultant in connection with the production, promotion and marketing of the Concert upon the terms and conditions herein contained.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. **ENGAGEMENT:** Subject to events of force majeure, default, or the disability or death of Contractor, Production Company hereby engages the services of Contractor, and Contractor agrees to render exclusive services as a Consultant, in connection with the production of the Concert upon the terms and conditions herein contained
2. **TERM:** Contractor shall render the services required of her as set forth in paragraph 1 hereof during the period commencing on October 26, 2007 and terminating on or about November 26, 2007 or thereafter for such time as is customary with Concert Productions to complete all relevant services and responsibilities to produce the Concert and wrap up all post concert requirements to Production Company.
3. **COMPENSATION:** In consideration for all of the services to be rendered by Contractor hereunder and for all of the rights granted by Contractor to Production Company, and on condition that Contractor is not in default hereunder, and subject to the terms and conditions specified herein, Production Company agrees to pay Contractor, and Contractor agrees to accept:
 - (a) Twenty Percent of Net Profits of the Concert Proceeds to be determined by Gross Ticket Sales minus Talent, marketing and promotions expenses, and any other expenses strictly pertaining to the production of the Concert. Net Profit to be determined by mutual agreement and disclosure of all expenses. Payment to be made on the next day after the Concert by Company check payable to: Kreativ Kontrol.

4. SERVICES: Contractor shall be responsible for all aspects of the production of Concert including but not limited to securing Venue, setting up Radio ads, creating all marketing and promotions, securing talent and any and all other production services required to create a successful and profitable Concert. At all times during the term of Contractor's services hereunder, Contractor will promptly and faithfully comply with all of Production Company's reasonable instructions, directions, requests which do not impede or restrict the nature of these kinds of productions.

5. INSURANCE: Contractor agrees that Production Company may at any time or times, either in Production Company's name or otherwise, but at Production Company's expense and for Production Company's own benefit, apply for, and take out life, health, accident, and other insurance covering Contractor whether independently or together with others in any reasonable amount which Production Company may deem necessary to protect Production Company's interests hereunder. Production Company shall own all rights in and to such insurance and in the cash values and proceeds thereof and Contractor shall not have any right, title, or interest therein. Contractor agrees to the customary examinations and correctly preparing, signing and delivering such applications and other documents as may be reasonably required.

6. CREDIT: Contractor's credit shall be in the same size and prominence as Production Company and placed in all media in which their name appears either in print, audio or television. Credit shall read: "in association with Kreativ Kontrol".

7. ARBITRATION: This Agreement shall be interpreted in accordance with the laws of the State of California, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of American Arbitration Association (AAA) under its jurisdiction in Los Angeles before a single arbitrator familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in Los Angeles and any award shall be final, binding and non-appealable. The Parties agree to accept service of process in accordance with AAA Rules.

AGREED TO AND ACCEPTED:


Jose Fernandez

AGREED TO AND ACCEPTED:


Rhonita Thornton

KreativKontrol

Bryan "Birdman" Williams
Cash Money Records
Miami, FL

RE: Concert Commitment - "Lil Wayne, Birdman and Friends"

I understand that Kreativ Kontrol in association with Illuminaty Productions will be promoting a concert within the coming 90 days featuring "Lil Wayne, Birdman and Friends" at a soon to be designated venue which shall have a capacity of no less than 8,000 seats.

I have agreed to commit our artists to perform for a 2 to 3 hour concert and acknowledge receipt of a wire deposit as an advance on our compensation agreement.

We further agree to authorize any necessary documents, contracts and agreements to facilitate this event and assist with the promotions, marketing and ads to sell out the show.

AGREED:


Bryan "Birdman" Williams

Date: 11/12/07