

1 KING, HOLMES, PATERNO & BERLINER LLP  
HOWARD E. KING, ESQ., CA STATE BAR NO. 077012  
2 BRIAN JAMES BIRD, ESQ., CA STATE BAR NO. 081614  
1900 AVENUE OF THE STARS, 25TH FLOOR  
3 LOS ANGELES, CALIFORNIA 90067-4506  
E-MAIL: BIRD@KHPBLAW.COM  
4 TELEPHONE: (310) 282-8989  
FACSIMILE: (310) 282-8903

5 CARBAJAL & McNUTT, LLP  
6 HECTOR J. CARBAJAL II, ESQ., NV STATE BAR NO. 6247  
626 SOUTH 10TH STREET  
7 LAS VEGAS, NEVADA 89101  
E-MAIL: HJC@CARBAJALMCNUTT.COM  
8 TELEPHONE: (702) 384-1170  
FACSIMILE: (702) 384-5529

9 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA  
12

13 FROM THE FUTURE, LLC, a California  
14 limited liability company; BRADEN  
15 MERRICK, an individual,

16 Plaintiffs,

17 vs.

18 BRANDON FLOWERS, an individual;  
19 RONNIE VANNUCCI, JR., an  
individual; DAVE KEUNING, an  
20 individual; MARK STOERMER, an  
individual, professionally known as  
"THE KILLERS"; ROBERT  
21 REYNOLDS, an individual,

22 Defendants.

CASE NO. CV-S-06-

**COMPLAINT FOR BREACHES OF  
CONTRACTS AND  
INTERFERENCE WITH  
CONTRACTUAL RELATIONS**

**JURY DEMAND**

23 Flush with the rewards of spectacular artistic and commercial achievement,  
24 the members of multi-platinum recording artist "The Killers" should be celebrating  
25 those triumphs with the producer and manager who guided them to stardom.  
26 Instead, influenced by the scheming of a trusted advisor, the band expediently and  
27 unceremoniously severed a dedicated and diligent manager from the fortune he  
28 helped create.

1 An undiscovered, uncut, rough diamond has no commercial value. The same  
2 is true for countless of talented, but inexperienced and undiscovered rock and roll  
3 bands. Assisted by the vision and guidance of their manager and co-producer,  
4 Braden Merrick, The Killers are the exception. Unfortunately, The Killers chose to  
5 turn their backs on two written contracts and years of unswerving efforts by Merrick  
6 to discover, polish, publicize and bring fame and prosperity to the band.

7 With the eager assistance of a lawyer plotting to become their manager, The  
8 Killers have taken the money they owe Merrick and his management company and  
9 stuffed it into their own jeans. Rather than expressing gratitude, heaping praise or  
10 paying the commissions they agreed to pay, The Killers have callously kicked  
11 Merrick to the nose-bleed seats. This is The Killers' idea of the reward for  
12 Merrick's key role in helping them become the most successful new rock band of  
13 this century.

14 Plaintiffs From the Future, a California limited liability company ("FTF") and  
15 Braden Merrick, an individual ("Merrick"), for their Complaint against Brandon  
16 Flowers, an individual ("Flowers"), Ronnie Vannucci, Jr., an individual  
17 ("Vannucci"), Dave Keuning, an individual ("Keuning"), Mark Stoermer, an  
18 individual ("Stoermer") (collectively, "The Killers") and Robert Reynolds, an  
19 individual ("Reynolds") allege as follows:

20 **JURISDICTION AND VENUE**

- 21 1. This Court has jurisdiction under 28 U.S.C. § 1332 in that it is a civil  
22 action between citizens of different states in which the matter in controversy  
23 exceeds, exclusive of costs and interest, Seventy Five Thousand Dollars (\$75,000).  
24 2. Plaintiff FTF is a citizen of the State of California, organized under the  
25 laws of the State of California and having its principal place of business in Los  
26 Angeles, California  
27 3. Plaintiff Merrick is a citizen of the State of California.  
28 4. Defendant Flowers is a citizen of the State of Nevada.

1 5. Defendant Vannucci is a citizen of the State of Nevada.

2 6. Defendant Keuning is a citizen of the State of Nevada.

3 7. Defendant Stoermer is a citizen of the State of Nevada.

4 8. Defendants Flowers, Vannucci, Keuning and Stoermer are the members  
5 of the world-renowned music group The Killers.

6 9. Defendant Reynolds is a citizen of the State of Nevada and, at all times  
7 relevant, was an attorney practicing law in the State of Nevada.

8 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a)  
9 and (b) in that one or more of the defendants reside in, and a substantial part of the  
10 events giving rise to the claims alleged herein occurred in this judicial district.

11 11. On information and belief, each of the above-named defendants is and  
12 at all material times was the agent, partner, and/or joint venturer of the remaining  
13 defendant, and each of them, are and at all times material herein were acting within  
14 the course and scope of that agency, partnership, and/or joint venture, and the acts  
15 and omissions of each defendant alleged herein was known to, authorized by, and/or  
16 ratified by the other defendant and each of them.

17 **GENERAL ALLEGATIONS**

18 12. In September of 2002, Merrick was a regional consultant for a major  
19 record label, searching for recording artists who might have success in the music  
20 industry. While looking to discover the next famous rock band, Merrick happened  
21 upon a small, local music website featuring bands from the Las Vegas area.  
22 Merrick, while listening to bands from the website, was impressed by the raw vocals  
23 and melodic lines of the instruments in a rough version of a song by a band called  
24 The Killers named "Mr. Brightside." Merrick, sensing that he might have a chance  
25 to make The Killers a musical force, contacted The Killers to obtain more  
26 information on their music, goals and ambitions.

27 13. Excited about what he had found, Merrick attempted to get his  
28 supervisors at the record label interested in offering the band a recording agreement

1 and support in attempting to break through and achieve success in the music  
2 industry. Notwithstanding a rather tepid response and his label's rejection of the  
3 band, Merrick continued to work with The Killers to try to attract interest from  
4 others. After driving nine (9) hours to Las Vegas to see The Killers perform before  
5 twenty (20) people at a long since shuttered club called the "Junkyard", Merrick's  
6 belief in the band was solidified and he determined that the band needed to produce  
7 a high quality demonstration CD (referred to in the music business as a "demo") as a  
8 tool to attract the attention of other record labels.

9 14. Merrick arranged for the transportation to and lodging and recording  
10 studio services in the San Francisco Bay area, at no cost to the band, so as to allow  
11 The Killers to record a demo which would help start them on the road to musical  
12 success.

13 15. On March 1, 2003, Merrick and The Killers entered into a Production  
14 Agreement to have Merrick and Jeff Saltzman produce recordings of The Killers in  
15 an attempt to secure a recording agreement. Merrick then worked intently with the  
16 band helping them polish their creative work into professional, cohesive recordings  
17 to be incorporated into a demo to be used to achieve The Killers' goal, a major label  
18 record deal.

19 16. In April of 2003, Merrick arranged for a showcase performance for The  
20 Killers in Los Angeles, California, attended by the entire artists and repertoire staff  
21 from the Warner Bros., Sire, and Reprise record labels, along with many senior  
22 executives. Unfortunately, those record labels declined to offer a recording  
23 agreement, causing the band to become angry and dejected. Merrick assured them  
24 that there was a record deal out there for them and that he would assist them in  
25 achieving their goals.

26 17. On April 8, 2003, Merrick's company, FTF and The Killers entered  
27 into an Exclusive Management Agreement pursuant to which FTF was to be The  
28 Killers sole and exclusive personal manager in the entertainment industry

1 throughout the world for what was envisioned to be at least a four (4) year  
2 relationship.

3 18. Thereafter, Merrick scoured the industry looking for a label interested  
4 in The Killers. Initially, all major record labels passed, but Merrick persisted. Due  
5 to the efforts of Merrick and FTF, The Killers finally entered into a recording  
6 agreement with the Island Def Jam Music Group.

7 19. The Killers then recorded “Hot Fuss”, which has sold over six million  
8 compact discs as well as millions of recordings in other configurations. With the  
9 guidance and support of Merrick and FTF and owing to their immense talent, the  
10 band has grossed income from publishing and artist royalties, touring, merchandise  
11 sales and related items well in excess of \$25 Million. That success should have  
12 been enjoyed by those responsible for its attainment – The Killers and Merrick.  
13 Instead, The Killers and their attorney, Reynolds, greedily determined, after having  
14 achieved only dreamt-of success, to torpedo Merrick and FTF, unjustifiably  
15 terminate the professional relationship and replace Merrick and FTF with Reynolds.  
16 It is that termination for which Merrick and FTF seek recompense.

17 **FIRST CLAIM FOR RELIEF**  
18 **(BREACH OF CONTRACT BY FTF)**

19 20. Plaintiffs incorporate by reference as if set forth in full herein the  
20 allegations of Paragraphs 1 through 19, hereinabove.

21 21. On April 8, 2003, FTF entered into an Exclusive Management  
22 Agreement (“Management Agreement”) with Flowers, Vannucci, Keuning and  
23 Stoermer, collectively and professionally known as The Killers (defined therein as  
24 the “Artist”), pursuant to the terms of which, among other things, the Artist engaged  
25 FTF as Artist’s sole and exclusive personal manager in the entertainment industry  
26 throughout the world for an initial term of one (1) year with three (3) separate  
27 options to extend the term for three (3) consecutive one (1) year periods. A true and  
28 correct copy of the Management Agreement is attached hereto as Exhibit “A” and

1 incorporated herein by this reference.

2 22. Plaintiff FTF has performed each and every obligation under the  
3 Management Agreement, except to the extent that such obligations have been  
4 excused, prevented or waived by the Artist.

5 23. On May 19, 2005, The Killers, by and through Reynolds, provided  
6 written notice that The Killers were terminating the Management Agreement.

7 24. Defendants have breached the Management Agreement by unilaterally  
8 and without justification or reason terminating the Management Agreement,  
9 selecting Reynolds as their replacement personal manager, failing to make payments  
10 as and when due and providing notice to persons and entities in the music industry  
11 that FTF no longer represents The Killers.

12 25. By reason thereof, FTF has suffered damages in an amount according  
13 to proof, in the form of, among other things, unpaid commissions earned as of the  
14 date of the wrongful termination in the approximate amount of \$4 Million and loss  
15 of projected commissions which would be earned through the remaining term of the  
16 Management Agreement in excess of \$11 Million.

17 **SECOND CLAIM FOR RELIEF**

18 **(BREACH OF CONTRACT BY MERRICK AGAINST THE KILLERS)**

19 26. Plaintiffs incorporate by reference as if set forth in full herein the  
20 allegations of Paragraphs 1 through 25, hereinabove.

21 27. On March 1, 2003, Merrick, together with Jeff Saltzman, as  
22 “Producers,” entered into that certain Production Agreement with Flowers,  
23 Vannucci, Keuning and Stoermer, collectively known as The Killers (defined  
24 therein as the “Artists”) (the “Production Agreement”) pursuant to the terms of  
25 which, among other things, Merrick was to provide production services and studio  
26 facilities for the purpose of producing recordings of the Artists and to attempt to  
27 secure a recording agreement between the Artists and a major record label. A true  
28 and correct copy of the Production Agreement is attached hereto as Exhibit “B” and

1 incorporated herein by this reference.

2 28. Plaintiff Merrick and Jeff Saltzman have performed each and every  
3 obligation under the Production Agreement, except as excused, prevented or waived  
4 by the Artists.

5 29. Defendants have breached the Production Agreement by failing to pay  
6 the sums due and owing to Merrick thereunder.

7 30. By reason thereof, Plaintiff Merrick has suffered damages in excess of  
8 \$1 Million.

9 **THIRD CLAIM FOR RELIEF**

10 **(INTERFERENCE WITH CONTRACTUAL RELATIONS**

11 **BY FTF AGAINST REYNOLDS)**

12 31. Plaintiffs incorporate by reference as if set forth in full herein the  
13 allegations of Paragraphs 1 through 30, hereinabove.

14 32. Throughout the time period in which FTF and Merrick performed their  
15 respective obligations on behalf of The Killers pursuant to the Management  
16 Agreement and the Production Agreement, Reynolds, as the attorney for The  
17 Killers, was ostensibly employed to provide legal advice to the members of the  
18 band. In an early demonstration of his ability to exploit the naïve band members,  
19 Reynolds initially charged the outrageous fee for legal services he provided equal to  
20 fifteen percent (15%) of The Killers' gross income. Merrick advised The Killers  
21 that such a fee greatly exceeded fees generally paid to music lawyers who were far  
22 more experienced than Reynolds. Thereupon, The Killers cut Reynolds' legal fee to  
23 a more customary but still healthy fee of five percent (5%).

24 33. Plaintiffs are informed and believe, commencing in 2004, Reynolds,  
25 recognizing the tremendous success of The Killers (which had been achieved, in  
26 part, because of the services rendered by FTF and Merrick), and still smarting from  
27 the reduction in legal fees imposed upon him by the band, began to falsely appeal to  
28 the band members' penurious nature by asserting that FTF was not providing the

1 services required by the Management Agreement. He also duplicitously advised  
2 The Killers that Merrick was in breach of or had done nothing to earn monies under  
3 the Production Agreement. Such allegations by Reynolds of breach and failure to  
4 provide services, which were baseless and unsupported, continued throughout the  
5 2004 calendar year and into 2005. On May 19, 2005, Reynolds notified FTF and  
6 Merrick that The Killers had unilaterally terminated the Management Agreement  
7 and that no further monies would be paid pursuant to the Production Agreement, nor  
8 would The Killers perform their obligations under the Management Agreement.  
9 FTF and Merrick discovered shortly thereafter that Reynolds had become the  
10 personal manager of The Killers. The allegations of breach by Reynolds, as made to  
11 The Killers, were designed to benefit Reynolds in his quest to manage The Killers.  
12 Specifically, they were intended to cause The Killers to lose confidence in FTF and  
13 Merrick and, ultimately to cause The Killers to terminate the Management  
14 Agreement with FTF.

15 34. By reason of the acts alleged hereinabove, Reynolds has intentionally  
16 interfered with the contractual relationship between FTF and The Killers under the  
17 Management Agreement and FTF has been damaged in an amount according to  
18 proof in excess of \$15 Million.

19 35. In doing the acts complained of hereinabove, Reynolds acted  
20 intentionally, willfully and with oppression, fraud and malice and FTF is therefore  
21 entitled to an award of punitive damages.

22 **FOURTH CLAIM FOR RELIEF**  
23 **(INTERFERENCE WITH CONTRACTUAL RELATIONS**  
24 **BY MERRICK AGAINST REYNOLDS)**

25 36. Plaintiffs incorporate by reference as if set forth in full herein the  
26 allegations of Paragraphs 1 through 35, hereinabove.

27 37. By reason of the acts alleged hereinabove, Reynolds has intentionally  
28 interfered with the contractual relations between Merrick and The Killers under the

1 Production Agreement and Merrick has been damaged in excess of \$1 Million.

2 38. In doing the acts complained of hereinabove, Reynolds acted  
3 intentionally, willfully and with oppression, fraud and malice and Merrick is  
4 therefore entitled to an award of punitive damages.

5 **FIFTH CLAIM FOR RELIEF**

6 **(ACCOUNTING BY FTF AGAINST THE KILLERS)**

7 39. Plaintiffs incorporate by reference as if set forth in full herein the  
8 allegations of Paragraphs 1 through 38, hereinabove.

9 40. By reason of the acts alleged hereinabove, FTF is entitled to an  
10 accounting of all monies heretofore received by The Killers and which constitute  
11 "Gross Compensation" under the Management Agreement against which FTF is  
12 entitled to fifteen percent (15%).

13 **SIXTH CLAIM FOR RELIEF**

14 **(ACCOUNTING BY MERRICK AGAINST THE KILLERS)**

15 41. Plaintiffs incorporate by reference as if set forth in full herein the  
16 allegations of Paragraphs 1 through 40 hereinabove.

17 42. By reason of acts alleged hereinabove, Merrick is entitled to an  
18 accounting of all monies heretofore received or received in the future by The Killers  
19 for album sales, against which Merrick is entitled to receive a defined percentage for  
20 first, second and third album, as set forth in the Production Agreement.

21 WHEREFORE, Plaintiffs FTF and Merrick pray for judgment against The  
22 Killers and Reynolds, as follows:

23 **ON THE FIRST CLAIM FOR RELIEF AGAINST THE KILLERS**

24 1. To FTF, actual damages according to proof in the amount of at least  
25 \$15 Million.

26 **ON THE SECOND CLAIM FOR RELIEF AGAINST THE KILLERS**

27 1. To Merrick, actual damages according to proof in the amount of at least  
28 \$1 Million.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ON THE THIRD CLAIM FOR RELIEF AGAINST REYNOLDS**

1. To FTF, actual damages according to proof in the amount of at least \$15 Million.

2. For punitive damages.

**ON THE FOURTH CLAIM FOR RELIEF AGAINST REYNOLDS**

1. To Merrick, actual damages according to proof in the amount of at least \$1 Million.

2. For punitive damages.

**ON THE FIFTH CLAIM FOR RELIEF AGAINST THE KILLERS**

1. An accounting of "Gross Compensation," as defined in the Management Agreement.

**ON THE SIXTH CLAIM FOR RELIEF AGAINST THE KILLERS**

1. An accounting of all album sales as defined in the Production Agreement.

**ON ALL CLAIMS FOR RELIEF**

1. For the costs of suit and attorneys' fees.

2. For such other and further relief as the Court deems just and proper.

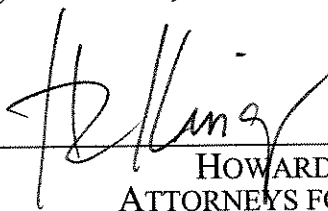
**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs From the Future, LLC and Braden Merrick herewith demand trial by jury.

DATED: February 21, 2006

Respectfully submitted,

KING, HOLMES, PATERNO & BERLINER, LLP

By:   
HOWARD E. KING  
ATTORNEYS FOR PLAINTIFFS