

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

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CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY _____

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CIVIL ACTION NO. _____

ROZONE PRODUCTIONS, LLC,)
 RTR ILLUMINATED)
 INVESTORS 3, LLC AND)
 ROBERT T. ROSEN)
)
 VS.)
 ANDREW ROCKY RACZKOWSKI,)
 TICKETS PLUS INCORPORATED)
 D/B/A STAR TICKETS PLUS,)
 BRIAN KNAFF D/B/A TALENT)
 BUYERS NETWORK AND)
 ROBERT J. STRUYK)

PLAINTIFFS' ORIGINAL COMPLAINT

A. Parties

1. Plaintiff Rozone Productions, LLC is a Texas limited liability company with its principal place of business located in Austin, Texas.

Plaintiff RTR Illuminated Investors 3, LLC is a Texas limited liability company with its principal place of business located in Houston, Texas.

Plaintiff Robert T. Rosen ("Rosen") is an individual who is a citizen of Texas.

2. Defendant Andrew Rocky Raczkowski ("Raczkowski") is an individual who is a citizen of Michigan. He may be served at 620 Century Avenue S.W., Suite 300, Grand Rapids, Michigan 49503-4905.

Defendant Tickets Plus Incorporated D/B/A Star Tickets Plus ("Star Tickets") is a Michigan corporation with its principal place of business located in Grand Rapids, Michigan. It may be served through its Registered Agent who is Andrew Rocky Raczkowski at 620 Century Avenue S.W., Suite 300, Grand Rapids, Michigan 49503-4905.

Defendant Brian Knaff D/B/A Talent Buyers Network (“Knaff”) is an individual who is a citizen of Nevada. He may be served at 700 South 9th Street, Las Vegas, Nevada 89101.

Defendant Robert J. Struyk (“Struyk”) is an individual who is a citizen of Nevada or of Michigan. He may be served at 700 South 9th Street, Las Vegas, Nevada 89101.

B. Jurisdiction

3. The district courts of the United States have original jurisdiction over this action pursuant to 28 U.S.C. Section 1332 in that there is complete diversity of citizenship between the Plaintiffs and the Defendants and the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.

C. Capacity

4. All Plaintiffs have standing and capacity to file this Complaint and the correct Defendants are being sued in their correct capacity.

D. Conditions Precedent

5. All conditions precedent have been performed or have occurred.

E. Facts and Causes of Action

6. This lawsuit concerns fraud and theft that was committed by Raczkowski and the other Defendants. The Plaintiffs sustained millions of dollars in damages as a result of this fraud and theft.

7. Rozone Productions, LLC and RTR Illuminated Investors 3, LLC entered into a joint venture agreement. The joint venturers (referred to as “Rozone”) promoted musical concerts on August 4, 5 and 6, 2008 at the Sturgis Motorcycle Rally in South Dakota (the

“Concerts”). The Concerts featured the popular musicians KISS, John Fogerty and Kenny Chesney and these three musical groups were hired by Rozone to perform at the Concerts.

8. Pursuant to a written contract, Knaff was hired by Rozone to line up the musicians for the Concerts. Knaff, in turn, recommended to Rozone that Rozone use Star Tickets to sell the tickets for the Concerts. In this regard, Knaff represented to Rozone that he had worked with Star Tickets on other musical concerts and that Star Tickets was a sound ticket vendor. Rozone relied on this representation by Knaff (as it would turn out) to its extreme and substantial detriment.

9. Following the recommendation from Knaff, Rozone had a number of telephone conversations and internet contacts with the Chief Executive Officer of Star Tickets [Andrew Rocky Raczkowski] and, on May 1, 2008, Rozone and Star Tickets entered into a written contract for Star Tickets to sell the tickets to the Concerts for Rozone.

10. The attendance at the Concerts was enormous. Representatives of the Sturgis Motorcycle Rally commented that the crowd for the Kenny Chesney concert *alone* was the largest concert crowd ever at the Sturgis Motorcycle Rally (and the Sturgis Motorcycle Rally was in its 68th year). An expert from the School of Engineering at North Carolina State University (who has been retained by the Plaintiffs) has viewed various photographs taken of the Concerts and has opined that the crowd for the Kenny Chesney concert alone exceeded 42,000 persons.

11. Despite the enormous crowds, Raczkowski and Star Tickets fraudulently reported to Rozone that ticket sales *for all three concerts combined* (i.e., KISS, John Fogerty and Kenny Chesney) was roughly 25,000 persons.

12. The simplest way to determine the number of persons who actually attended the Concerts would be to take a count of the number of ticket-stubs collected at the gates of the Concerts. For this reason, it is customary in the industry for the concert promoter (here, Rozone) to take immediate possession of the boxes containing the ticket-stubs so that an accurate count can be made if a question should arise concerning the attendance figures (as the ticket-stub count can then be compared to the number reported to the concert promoter by the company selling the tickets). After the Concerts, however, Raczkowski made it a point to take immediate possession of the ticket boxes himself. In this regard, Raczkowski had to destroy (and did destroy) ticket-stubs from the ticket boxes so that the number of ticket sales reported by Raczkowski and Star Tickets to Rozone would jibe with the number of ticket-stubs in the ticket boxes. Rozone has now begun an analysis of the ticket-stubs and has discovered that Raczkowski - in his haste to fraudulently cover up the number of tickets actually sold by him and by Star Tickets - ended up destroying more ticket-stubs than the number of ticket sales reported to Rozone by Raczkowski and Star Tickets. Struyk (a consultant for Rozone) was also very intimately involved in the ticket fraud and theft perpetuated against Rozone.

13. Raczkowski made incriminating statements about his involvement in this fraud to persons at the airport in South Dakota and on three other occasions.

14. Rozone has also discovered that Raczkowski and Star Tickets fraudulently paid to Knaff (and Knaff fraudulently accepted from Raczkowski and Star Tickets) \$2.00 for every ticket sold by Raczkowski and Star Tickets and Raczkowski and Star Tickets covered up this \$2.00 per ticket given to Knaff in a vague total of "fees and expenses" that were reported to Rozone. Rozone never gave Raczkowski and Star Tickets the

authority to pay this \$2.00 per ticket to Knaff and Rozone never gave Knaff the authority to accept this \$2.00 per ticket sold.

15. Rozone was required to pay all three musical groups (i.e., KISS, John Fogerty and Kenny Chesney) for their performances at the Concerts regardless of the number of tickets that were sold for the Concerts. As a result of the fraudulent acts and the theft committed by the Defendants (as discussed in this Complaint) the Plaintiffs have lost millions of dollars and Robert T. Rosen (individually) was required to advance roughly \$1,000,000.00 to Rozone during the Concerts because of the fraudulent acts and the theft that was committed by the Defendants. In addition to their actual and consequential damages, the Plaintiffs are entitled to punitive or exemplary damages against the Defendants based on the fraudulent acts and the theft committed by the Defendants.

16. In addition to fraud and theft, Star Tickets and Knaff have breached the contracts that each had with Rozone and this has resulted in damage to Rozone which includes Rozone's attorneys' fees and costs for prosecuting this lawsuit. In addition to fraud and theft, the Defendants are liable to the Plaintiffs for conversion and the Defendants also engaged in a conspiracy to commit wrongful acts against the Plaintiffs.

17. The Plaintiffs also request that the Court Order a full accounting of all records and all supporting materials that are related to all of the ticket sales for the Concerts as well as Order a full accounting of all of the funds that have been misappropriated as well as other pertinent financial information that is related to the application and use of these misappropriated funds.

18. The Plaintiffs are also entitled to pre-judgment and post-judgment interest at the maximum legal rate for all of the above claims against the Defendants and are also entitled to their Court costs.

F. Damages

19. The full amount of the Plaintiffs' damages has not been calculated at this time and this Complaint will be supplemented. The past economic damage to joint venturer RTR Illuminated Investors 3, LLC alone which has resulted from the fraud, theft and other wrongful conduct of the Defendants is – at the very minimum - \$2,966,500.00. In addition to this amount, Robert T. Rosen individually was required to withdraw \$841,447.00 from his Individual Retirement Account in order to fund Rozone for the Concerts (as a result of the fraud, theft and other wrongful acts of the Defendants) and, in addition, Rosen was required to pay penalties as a result of this funding from his IRA. Furthermore, Rosen sustained losses due to these sales from his IRA that Rosen would not have made had it not been for the wrongful acts of the Defendants. Because Rózone had sustained such severe financial losses due to the fraud, theft and other wrongful acts of the Defendants, Rosen was required to fund an escrow account in the amount of \$125,000.00 for a pre-payment obligation for an upcoming concert in New Orleans that Rozone is promoting. Rozone would have funded this pre-payment but for the severe losses that it sustained as a result of the Defendants' wrongful conduct. Rozone now has roughly \$400,000.00 invested in this upcoming New Orleans concert and – because of the fraud and theft committed by the Defendants – Rozone was not able to invest funds that it should have had from the Concerts into the upcoming New Orleans concert which has placed the New Orleans concert in serious jeopardy. In addition, Rozone was

required to borrow \$302,000.00 from Gary Lippold (who is the owner of the venue where the Concerts were held) due to the fraud, theft and other wrongful acts of the Defendants. Rozone was also required to borrow other amounts from other individuals due to the wrongful acts of the Defendants. Rozone is now on the verge of collapse due to the fraud, theft and other wrongful acts of the Defendants. This is simply a partial listing of the losses sustained by the Plaintiffs and – again – the complete damages have not been calculated at this time and this Complaint will be supplemented.

G. Jury Demand

20. The Plaintiffs request a jury trial as to all of the issues in this case.

H. Prayer

21. The Plaintiffs, therefore, demand judgment against the Defendants, jointly and severally, for their actual and consequential damages, an accounting of all ticket sales from the Concerts (as well as the application and use of the funds received from the tickets sales), attorneys' fees, punitive or exemplary damages, pre-judgment and post-judgment interest at the maximum legal rate, their Court costs and such other relief to which the Plaintiffs may show themselves justly entitled to receive.

Respectfully submitted,

By: _____

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