

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

CREATIVE ARTISTS AGENCY, LLC,)

Plaintiff,)

v.)

RALPH O. "RALPHIE" MAY and DEEZ)
NUTZ ENTERTAINMENT, INC.,)

Defendants.)

Case No. 17-503 III

2017 MAY 18 PM 3:56

COMPLAINT

Plaintiff, Creative Artists Agency, LLC ("CAA"), for its Complaint against Defendants, Ralph O. "Ralphie" May ("May") and Deez Nutz Entertainment, Inc. ("DNE") (collectively, "Defendants"), states as follows:

PARTIES

1. CAA is a limited liability company organized and existing pursuant to the laws of the State of Delaware, with its principal place of business in Los Angeles, California. It is registered to do business in the State of Tennessee and maintains an office at 401 Commerce Street, Nashville, Tennessee 37219.

2. DNE is a corporation organized and existing pursuant to the laws of the State of Tennessee, with its principal place of business in Nashville, Davidson County, Tennessee. It can be served with process through its registered agent, Ralphie May, at 1003 Halcyon Avenue, Nashville, Tennessee 37204-2527.

3. May is an individual who primarily resides in Nashville, Davidson County, Tennessee. He can be served with process at 1003 Halcyon Avenue, Nashville, Tennessee 37204-2527.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to Tenn. Code Ann. §§ 16-11-101—16-11-103.

5. Venue is proper in this Court pursuant to Tenn. Code Ann. § 20-4-101(a) because Defendants reside and/or are principally located in Davidson County, Tennessee, and the cause of action arose in Davidson County, Tennessee.

FACTUAL BACKGROUND

6. CAA is one of the world's leading full-service entertainment and sports talent agencies. It represents successful and famous professionals working in film, television, music, theater, video games, sports, and digital content and also provides a range of strategic marketing and consulting services to its clients.

7. May is a famous stand-up comedian who appeared on the first season of the television series *Last Comic Standing*. Since then, he has released a comedy album, has recorded a number of comedy specials on Comedy Central and Netflix, and performs stand-up comedy routines at venues across the country. DNE is May's production company (sometimes referred to in the industry as a "loan-out company") that is associated with his comedic performances.

8. CAA, through its employed agents, represented Defendants from approximately October 2005 to September 2007 and again from approximately October 2013 to September 2014. CAA and Defendants agreed that CAA would procure, negotiate, and service projects and/or engagements for Defendants in exchange for a ten percent (10%) commission on all earnings received by Defendants for such projects and/or engagements pursuant to the payment terms agreed to by Defendants and the other parties employing the services.

9. On May 6, 2014, a representative of Netflix provided to Defendants' representatives, including CAA, a proposal of terms in connection with an original stand-up

feature concert special (to be recorded later that year) and an existing stand-up feature concert special, entitled "Imperfectly Yours," which had already been recorded in 2013 and which Netflix wished to license from Defendants (collectively, the "Netflix Specials"). CAA, on behalf of Defendants, procured and substantially assisted with negotiating and finalizing the agreement for the Netflix Specials. CAA is informed and believes that Netflix paid Defendants a flat fee of \$600,000.00 for the Netflix Specials, which was paid out to Defendants in installments over a period of time (the "Netflix Licensing Fee"). Pursuant to the terms of the agreement between CAA and Defendants, CAA was entitled to ten percent (10%) of the Netflix Licensing Fee as its commission. By March 27, 2015, Defendants had already received \$270,000.00 of the Netflix Licensing Fee, and Defendants' business manager at the time acknowledged and agreed that CAA was owed \$27,000.00 (or 10%) of those monies for its commission and that she would "alert [CAA] when [Defendants] received [further] payments so [CAA] can invoice for those at that time." Defendants have since received payment in full of the Netflix Licensing Fee. Attached hereto as Exhibit A is a true and correct copy of CAA's Booking Report for the Netflix Specials, which illustrates CAA's entitlement to a ten percent (10%) commission on the Netflix Licensing Fee.

10. On August 7, 2014, CAA booked Defendants for four separate stand-up comedy performances at Goodnight's Comedy Club in Raleigh, North Carolina to take place from June 4, 2015 through June 7, 2015 (the "GCC Performances"). Defendants were guaranteed payment of \$25,000.00 for the GCC Performances (the "GCC Fee"). Pursuant to the terms of the agreement between CAA and Defendants, CAA was entitled to receive ten percent (10%) of the GCC Fee as its commission. Defendants have since received payment in full of the GCC Fee. Attached hereto as Exhibit B is a true and correct copy of CAA's booking details for the GCC Performances.

11. Defendants owe CAA a total of \$62,500.00 in commissions from the Netflix Licensing Fee and the GCC Fee. Attached hereto as Exhibit C is a true and correct copy of CAA's Invoice to Defendants reflecting the total amounts due and owing to CAA. Despite CAA's repeated efforts to collect the commissions it is owed, Defendants have refused to pay CAA such commissions.

CLAIM FOR RELIEF

Breach of Contract

12. The allegations in Paragraphs 1 through 11 are fully incorporated herein as if expressly re-alleged.

13. CAA had an agreement with Defendants whereby CAA would procure, negotiate, and service projects and/or engagements for Defendants in exchange for a ten percent (10%) commission on all earnings received by Defendants for such projects and/or engagements pursuant to the payment terms agreed to by Defendants and the other parties employing the services (the "Agreement").

14. Every contract, including the Agreement, implies a duty of cooperation on the part of the parties, an obligation of good faith in its performance or enforcement, and a promise against arbitrary or unreasonable conduct.

15. Defendants breached the Agreement and the implied covenant of good faith and fair dealing contained therein by failing to pay CAA the commissions it is owed from the Netflix Licensing Fee and GCC Fee.

16. As a direct and proximate result of Defendants' breach of the Agreement, CAA has sustained damages in the amount of \$62,500.00 plus interest.

17. CAA reserves the right to amend this Complaint as warranted by further discovery.

WHEREFORE, CAA respectfully requests that the Court:

(a) Award it compensatory damages totaling \$62,500.00 for commissions CAA earned pursuant to its agreement with Defendants;

(b) Award it prejudgment interest upon all damages at the rate of 10% per annum, pursuant to Tenn. Code Ann. § 47-14-123; and

(c) Award it such further and general relief as the Court may find just and proper under the circumstances of this matter.

Respectfully submitted,



Samuel D. Lipshie (No. 9538)
Jeffrey L. Allen (No. 26782)
BRADLEY ARANT BOULT CUMMINGS LLP
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2332 (SDL)
(615) 252-2377 (JLA)

*Attorneys for Plaintiff, Creative Artists
Agency, LLC*

DATED: May 18th, 2017

EXHIBIT

A

CAA

Booking Report #: 600150

CLIENT NAME Ralphie May		CLIENT CORPORATION	
CLIENT TYPE Actor/Actress		OTHER CLIENT TYPE NAME	
CLIENT PARTNER NAME		PARTNER BOOKING REPORT NUMBER	
BUYER NAME Netflix		DEAL MADE WITH	
Error: Subreport could not be shown.			
PROJECT TYPE TV-Non Package		OTHER PROJECT TYPE NAME	
PROJECT TITLE (a) Ralphie May Original Stand-up Feature Concert (Netflix Original) AND (b) Imperfectly Yours (licensed from 2013)			
TV SEASON		TV EPISODE NAME AND NUMBER	
GUARANTEED AMOUNT \$600,000.00		CURRENCY USD	COMPENSATION OVERALL DEAL No
CAA COMMISSION 10.00 %	REASON IF CAA COMMISSION IS LESS THAN 10%		
3RD PARTY DEDUCTIONS NAME		AMOUNT OR %	
SEND BUYER INVOICE TO		SEND BUYER INVOICE TO ADDRESS	
SEND CLIENT INVOICE TO		SEND CLIENT INVOICE TO ADDRESS	
PAYMENT TERM DETAILS			START DATE 5/6/2014
PAYMENT TYPE			

FILED
2017 MAY 18 PM 3:56
JANET L. CANNERY CL
DCAM



CREATIVE ARTISTS AGENCY
 2000 Avenue of the Stars
 Los Angeles, CA 90067
 424-288-2000/288-2900 Fax

ELECTRONIC

Mail To: Rich Miller at rcmcomedy@comcast.net

TODAY'S DATE: 8/07/14 (US)
 TIME: 04:51 PM

Offer Date: 08/07/2014 (US) Status: Pending
 Booking Agent: Ari Levin Revision#: 6
 Booking#:

CLIENT: Ralphie May
CORPORATION: Deez Nuts Entertainment, Inc. (FED ID#:
SHOW DATE(S): Thu, Jun 4, 2015 # Shows: 1 Doors Open: TBA Show Time: 08:00 PM Artist Set: TBA
 Fri, Jun 5, 2015 2 TBA 07:30 PM, 10:00 PM TBA
 Sat, Jun 6, 2015 2 TBA 07:30 PM, 10:00 PM TBA
 Sun, Jun 7, 2015 1 TBA 08:00 PM TBA

EXHIBIT

B

VENUE: Goodnight's Comedy Club - Raleigh, NC
 Venue Address: 861 W. Morgan St. Raleigh, NC 27603
 Venue Phone: 919-828-5233
 Venue Fax:
 Owner: Marc Grossman
 Business Phone: 610-453-5326

BUYER: RCM Entertainment
 Business Address: 328 East Hennepin Ave #240 Minneapolis, MN 55414
 Business Phone: 612-309-4659
 Business Fax:

Buyer Signatory: Rich Miller
 Business Phone: 612-309-4659
 Email: rcmcomedy@comcast.net
Promoter Contact:
Production Contact:

MIDDLE BUYER
 Business Address:

Business Phone
 Business Fax

DEAL TERMS: \$25,000.00 guarantee VS 85% of GBOR for Friday-Saturday shows, and 90% for Thursday and Sunday shows after \$4,000 in expenses. Walkout Potential: \$32,894

DEPOSIT(S) DUE: No deposits are required

BILLING: Artist to receive 100% Headline billing and close show

PERF. LENGTH: Artist to perform six complete shows

SOUND & LIGHTS: Purchaser to provide and pay for first class sound & lights, per Artist specifications.

SUPPORT TALENT: TBD Per Artist

ADD'L PROV: VIP ticket holders to receive a tour laminate allowing them priority seating and front of the line to post-show meet and greet.
 Purchaser to receive one single hotel room.
 Purchaser to provide \$1,000 for travel.
 Purchaser to provide local ground transportation.
 Artist agrees to all media requests.

MERCHANDISE: 100% to Artist. Who Sells: TBA

TICKET SCALING: Show Type: Public Event

Jun 4th, 2015-08:00 PM; Jun 7th, 2015-08:00 PM

General Admission	260	@	\$25.00	\$6,500.00
Show Capacity:	260		Show Gross:	\$6,500.00
Total Tax%	.00%		Tax/Deductions:	(\$0.00)
Net Potential:				\$6,500.00

Jun 5th, 2015 (2 shows)

General Admission	260	@	\$27.00	\$7,020.00
Show Capacity:	260		Show Gross:	\$7,020.00
Total Tax%	.00%		Tax/Deductions:	(\$0.00)
Net Potential:				\$7,020.00

Jun 6th, 2015 (2 shows)

General Admission	260	@	\$30.00	\$7,800.00
Show Capacity:	260		Show Gross:	\$7,800.00
Total Tax%	.00%		Tax/Deductions:	(\$0.00)
Net Potential:				\$7,800.00



CREATIVE ARTISTS AGENCY

Ralphie May
Jun 4 -7, 2015
Venue: Goodnight's Comedy Club - Raleigh, NC
Buyer: RCM Entertainment

FIXED EXPENSES

	Estimate	Actual
Other Expenses:		
Club Expenses	\$4,000.00	
TOTAL FIXED	\$4,000.00	

CALCULATIONS

Break Even	
Tickets Sold	1,062
Gross Potential	\$29,028.00
Net Potential	\$29,028.00
Total Fixed	\$4,000.00
Total Variable	\$
Deal Walkout	\$25,000.00

Split Point	
Ticket Sold	1,223
Gross Potential	\$33,417.00
Net Potential	\$33,417.00
Total Fixed	\$4,000.00
Total Variable	\$
Deal Walkout	\$25,004.45

Sell Out	
Tickets Sold	1,560
Gross Potential	\$42,640.00
Net Potential	\$42,640.00
Total Fixed	\$4,000.00
Total Variable	\$
Deal Walkout	\$32,844.00

Agent: _____ Date: _____

CC's: Aaron Distler _____

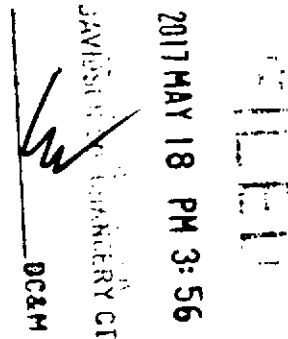


Invoice

Number INV01188394
Date 03/27/2015
Reference 600150 - 1

Creative Artists Agency
2000 Avenue of the Stars
Los Angeles, CA 90067
t: 424-288-2000
For Inquiry, please contact: TrustFollowupLZ@caa.com

Deez Nuts Entertainment, Inc. (Ralphie May)
Ralphie May
Attn: Pam Thompson
pam@vaden.biz
1003 Halcyon Ave.
Nashville, TN 37204



Regarding: Deez Nuts Entertainment, Inc. (Ralphie May)

Commission is now due for: Ralphie May Original Stand-Up Feature Concert &
Goodnight's Comedy Club/Raleigh, NC - 6/4/15; 6/5/15; 6/6/15; 6/7/15

Description	Amount
10% Commission for Stand Up Feature & Imperfectly Yours - NETFLIX (payment 1)	27,000.00
10% Commission for Stand Up Feature & Imperfectly Yours - NETFLIX (payment 2)	9,000.00
10% Commission for Stand Up Feature & Imperfectly Yours - NETFLIX (payment 3)	9,000.00
10% Commission for Stand Up Feature & Imperfectly Yours - NETFLIX (payment 4)	9,000.00
10% Commission for Stand Up Feature & Imperfectly Yours - NETFLIX (payment 5)	6,000.00
10% Commission for Goodnight's Comedy Club/Raleigh, NC - 6/4/15; 6/5/15; 6/6/15; 6/7/15	2,500.00
Total Invoice Amount Due in	USD 62,500.00

Payment can be made by check or wire. If remitting by wire, please use the following information:

[Redacted bank information]

PLEASE be sure to reference the client name and project if possible.