

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CATHY RICH,

Plaintiff,

v.

WARREN W. TICHENOR and
STRAIGHTAHEAD PRODUCTIONS, LLC

Defendants.

COMPLAINT

COUNT I

1. Plaintiff Cathy Rich ("Rich"), resides in Chicago, Illinois.
2. Defendant Warren W. Tichenor ("Tichenor"), resides in San Antonio, Texas and Defendant StraightAhead Productions, LLC, is a Texas limited liability company.
3. In 2014, Tichenor introduced himself to Rich as a lifelong fan of her deceased father and expressed an interest in purchasing drums that her father formerly owned and played.
4. After meeting several times, Tichenor advised Rich that he planned to travel to Chicago to inspect the drums and related equipment that he said he wanted to purchase and to create an itemized inventory.
5. In January 2015, Tichenor, with several other individuals, travelled to Chicago to inspect these items. After the inspection, Tichenor wrote Rich questions relating to these items and certain photos that had previously been sent to him.
6. Following some communications, Tichenor and Rich entered into a written agreement, drafted by Tichenor or his agent, dated February 19, 2015 ("Agreement"), that provided, inter alia that in exchange for payments to be made over numerous years that are set out

in the Agreement, Tichenor purchased one complete Drum Set as specified within that contract.

7. The Drum Set was delivered to and accepted by Tichenor substantially contemporaneous with the execution of the Agreement who thereafter made payments in accordance with the schedule in the Agreement.

8. Tichenor anticipatorily breached the Agreement by advising Rich that he refuses to make the remaining payments due under the Agreement.

9. The Drum Set has been in Tichenor's possession for over two years, and has, inevitably been altered through either use or aging.

10. Plaintiff has performed all obligations and/or conditions precedent under the Agreement.

WHEREFORE, Plaintiff prays the judgment be entered for her and against Defendant Warren Tichenor in an amount in excess of \$50,000.00, plus interest and costs as may be provided by law, and such other relief as the Court deems just.

COUNT II

11. Plaintiff re-alleges Paragraphs 1-10 of Count I.

12. Substantially contemporaneously with the execution of the Agreement, Tichenor and Rich also agreed to pursue a business venture to, among other things, own exclusive rights to the life story of Buddy Rich so as to publicize his fame in the form of movies, television shows, public appearances, concerts, books, articles and other ventures. It was agreed that these ventures would not proceed without Tichenor's approval and his providing (or finding investors to provide) any necessary capital.

13. To that end, Tichenor induced Rich to assign him rights to the name, likeness, image, life story and music of Buddy Rich (the "Assignment") and caused Defendant

StraightAhead Productions, LLC (“StraightAhead”) to be formed. Since that time, Tichenor, either through StraightAhead or in some other manner, acted in reliance upon the Assignment.

14. Rich executed the Assignment in reliance on the promise of receiving an interest in all entities created to provide these activities.

15. Rich is entitled to (a) a full accounting of the costs and revenue of all such activities and of any profits therefrom retained by Tichenor, or any entity with which he is affiliated, (b) the promised ownership interest in any entities affiliated with or created by Tichenor the pursued those activities, and (c) rescission of the Assignment or reassignment of the rights referred to in the Assignment.

16. Rich has not, to her knowledge, been given the promised interest in StraightAhead or any other entity Tichenor may have used or formed to profit from the Assignment, nor any detailed knowledge of Tichenor’s activities or financial interest with regard to those activities.

WHEREFORE, Plaintiff prays the judgment be entered in her favor and against Defendants ordering a full accounting of their activities and such other relief to which she may be entitled.

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JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: February 15, 2018

CATHY RICH

By: /s/ Henry C. Krasnow
One of Her Attorneys

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