

1 Sarah M. Matz (SBN 312051)
2 ADELMAN MATZ P.C.
3 780 Third Avenue, 14th Floor
4 New York, New York 10017
5 Telephone: (646) 650-2207
6 Facsimile: (646) 650-2108
7 E-mail: sarah@adelmanmatz.com
8 *Attorneys for Plaintiff*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 HEAVY ROTATION LLC,

12 Plaintiff,

13 v.

14
15
16 TYGA TOURING, LLC and MICHAEL
17 RAY STEVENSON, p/k/a TYGA,

18 Defendants.

Case No.: 2:18-cv-5504

COMPLAINT FOR:

- 19 **1) BREACH OF CONTRACT;**
- 20 **2) UNJUST ENRICHMENT;**
- 21 **3) ALTER EGO;**
- 22 **4) BREACH OF GUARANTY; AND**
- 23 **5) NEGLIGENT INTERFERENCE**
- 24 **WITH PROSPECTIVE**
- 25 **ECONOMIC ADVANTAGE.**

JURY TRIAL DEMANDED

26 Plaintiff Heavy Rotation LLC. (“Heavy Rotation” or “Plaintiff”) by its
27 attorneys, Adelman Matz P.C., for its complaint against defendants Tyga Touring,
28 LLC (“Tyga Touring”) and Michael Ray Stevenson p/k/a Tyga (“Tyga”) (sometimes
collectively referred to as “Defendants”), alleges as follows:

1 **NATURE OF THE CASE**

2 1. This is an action for breach of contract arising out of a failure by
3 Defendant Tyga, a recording artist, to perform at music venues pursuant to an
4 agreement between Plaintiff and Tyga Touring. Plaintiff seeks damages against both
5 Defendants arising from this breach, including but not limited to all payments that
6 Plaintiff made to Defendants, expenses that Plaintiff incurred in the performance of
7 its obligations under the contract and Plaintiff's lost profits. In addition, Plaintiff
8 seeks damages based on unjust enrichment, Tyga's breach of his personal guaranty to
9 Plaintiff, and negligent interference with prospective economic advantage.

10 **PARTIES**

11 2. Plaintiff is a limited liability company duly formed and existing under
12 the laws of the state of Florida.

13 3. Plaintiff's principal place of business and principal offices are located in
14 Miami Beach, Florida.

15 4. Plaintiff is engaged in the business of booking musicians and
16 performing artists in the United States and around the world.

17 5. Upon information and belief, Defendant Tyga Touring, LLC is a
18 Delaware limited liability company, which has its principal office located at c/o
19 Renee Karalian, 9111 Sunset Boulevard, Los Angeles, CA 90069.

20 6. Upon information and belief, Defendant Tyga Touring, LLC is a loan
21 out corporation that is used to provide the services of Michael Ray Stevenson p/k/a
22 "Tyga."

23 7. Upon information and belief, Defendant Michael Ray Stevenson, p/k/a
24 "Tyga" is a citizen of the State of California, who resides in Los Angeles, CA.

25 8. Upon information and belief Defendant Tyga is a music performance
26 and recording artist.

1 **JURISDICTION AND VENUE**

2 9. Upon information and belief, this Court has jurisdiction over the subject
3 matter of this action pursuant to 28 U.S.C. § 1332, as this is an action between
4 citizens of different states i.e. Plaintiff, which is a citizen of the state of Florida, on
5 the one hand, and Defendant Tyga Touring, which is incorporated in the state of
6 Delaware and located in the State of California and Tyga who is a citizen of the state
7 of California, on the other hand. The amount in controversy, exclusive of interest,
8 costs and attorneys’ fees, exceeds the sum of seventy-five thousand dollars
9 (\$75,000).

10 10. Upon information and belief, venue is also proper in this district
11 pursuant to 28 U.S.C. § 1391(a) and (b) because Defendants reside and/or are located
12 in this Judicial District.

13 11. Upon information and belief, this Court has personal jurisdiction over
14 the Defendants as Defendants are subject to the jurisdiction of a court of general
15 jurisdiction in this State.

16 **FACTUAL BACKGROUND**

17 12. Plaintiff is a successful booking agency that specializes in booking
18 urban musical artists in the United States and around the world. Heavy Rotation was
19 founded by Sivash Aghaiepour (“Aghaiepour”), previously a club promoter, who
20 wanted to introduce urban music to the German club scene. Aghaiepour began by
21 booking deejay legends to perform in German clubs. Through Aghaiepour’s success,
22 his reputation grew, and Heavy Rotation quickly developed a reputation in the
23 German music scene for being able to bring high profile deejays from the United
24 States to perform in clubs in Europe.

25 13. Through Heavy Rotation’s strong relationships with urban deejays in
26 the United States, Heavy Rotation started booking after parties for famous artists
27 such as 50 Cent, Alicia Keys and Eminem.
28

1 14. As a result of Heavy Rotation’s hard work and valuable relationships
2 with clubs, festival promoters and artists, Heavy Rotation now books music
3 recording artists and deejays at venues across the United States and in countries
4 throughout the world.

5 15. Heavy Rotation has an agreement with an organization called the
6 Addmind Group (the “Owner”), in which Heavy Rotation is to book music talent at
7 various clubs and venues that it owns and/or operates. Owner owns and operates
8 clubs, restaurants, lounges and bars throughout the middle east, which includes clubs
9 in the United Arab Emirates, such as White in Dubai (“Club White”), Mad in Abu
10 Dhabi and Drai’s Beach Club in Dubai (the “Venues”).

11 16. Pursuant to Heavy Rotation’s agreement with Owner, Heavy Rotation is
12 to receive a percentage of all monies generated at the Owner’s establishments,
13 including the Venues, relating to the artist booked by Heavy Rotation to perform at
14 the establishment.

15 17. For approximately six (6) years, starting in June of 2012, Heavy
16 Rotation has been a booking agent for Tyga throughout the world. From June of
17 2012 to approximately March of 2018, Tyga performed at over thirty-five events and
18 concerts that Plaintiff had booked for Tyga in Europe, the Middle East and in the
19 United States.

20 18. Due to the longstanding relationship between Plaintiff and with the
21 owners of venues and clubs, such as the Owner, Heavy Rotation was able to procure
22 for Tyga multiple repeat performances at the clubs (i.e. residencies) as well as many
23 shows, concerts and private events.

24 19. In February of 2018, Plaintiff was attempting to procure bookings for
25 Tyga to perform in the United Arab Emirates in April of 2018. In order to obtain
26 Tyga’s commitment to perform at upcoming performances in the United Arab
27 Emirates, on or about February 15, 2018 Plaintiff paid Tyga the amount of fourteen
28 thousand four hundred dollars (\$14,400) as an advance payment (the “Advance”).

1 20. In mid-March of 2018, Plaintiff contacted Owner to book Tyga to
2 perform in April of 2018 at the Venues (the “UAE Proposal”). At first, the Owner
3 declined the UAE Proposal based on Tyga’s reputation for not appearing at his
4 scheduled performances. Based on Aghaiepour’s reputation and his assurance that
5 Tyga had changed and was now acting professionally by honoring his commitments,
6 the Owner agreed to the UAE Proposal.

7 21. On or about March 23, 2018, Aghaiepour contacted Tyga and Tyga’s
8 manager, Georgio Constantinou (“Constantinou”) of Grassroots Music, regarding the
9 UAE Proposal. Shortly thereafter, Tyga’s management company approved the UAE
10 Proposal and agreed to have Tyga Touring execute a booking agreement with
11 Plaintiff on behalf of Tyga.

12 22. Plaintiff and Defendant Tyga Touring entered into a written Booking
13 Agreement dated March 27, 2018 (the “Booking Agreement”). A true and correct
14 copy of the Booking Agreement is annexed hereto as **Exhibit A**.

15 23. Pursuant to the Booking Agreement, Tyga was to perform in the
16 Venues, on April 21, 2018 at Club White on April 24, 2018 at a club called Mad and
17 on April 26, 2018 at Drai’s Beach Club (the “Events”).

18 24. Pursuant to the Booking Agreement, in consideration for Tyga’s
19 performances at the Events, Plaintiff was to pay Tyga Touring a guaranteed
20 performance fee in the amount of one hundred twenty thousand dollars (\$120,000)
21 (the “Booking Fee”). Following the execution of the Booking Agreement, Plaintiff
22 was to pay Defendants one hundred five thousand and six hundred dollars
23 (\$105,600.00), which was the amount of the Booking Fee less the Advance already
24 paid to Plaintiff.

25 25. Pursuant to the Booking Agreement, as further consideration for the
26 Booking Agreement, Plaintiff was also obligated to pay Tyga’s expenses related to
27 Tyga’s ground transportation within the United Arab Emirates, his security and his
28 hotel room accommodations for each night he was to perform. Plaintiff was also

1 required to pay for round-trip plane tickets for Tyga from the United States to the
2 United Arab Emirates. This covered travel expense included one business class
3 ticket for Tyga and five coach tickets for individuals to be later designated by Tyga.

4 26. Although Plaintiff usually only pays for one business class airline ticket
5 for its artists, Plaintiff had agreed to pay for five additional coach tickets as an
6 incentive for Tyga to execute the Booking Agreement. It was understood and
7 agreed, however, that Plaintiff would not pay for five additional airline tickets for
8 any future events.

9 27. Pursuant to the Booking Agreement, Tyga was also required to perform
10 at each of the Venues on dates in November of 2018 and again in early March or
11 April of 2019 as well as a date in Beirut in July or August of 2018 (the “Future
12 Events” in the plurals and “Future Event” in the singular). Thus, the Booking
13 Agreement required Tyga to perform at a total of ten (10) events (i.e. the Events and
14 the Future Events) at establishments owned or operated by the Owner.

15 28. Pursuant to the Booking Agreement, Defendants agreed that Tyga
16 would not perform or host at any appearance or show within the United Arab
17 Emirates, except as agreed by the parties (the “Exclusivity Provision”), from the date
18 of the Booking Agreement until May of 2019 (the “Exclusivity Period”). Pursuant to
19 the Booking Agreement, in the event Plaintiff breached the Exclusivity Provision by
20 performing or hosting at an event or show in the United Arab Emirates during the
21 Exclusivity Period, which was not approved by Plaintiff, Defendants were to
22 reimburse Plaintiff for all expenses incurred by Plaintiff in connection with its
23 services provided under the Booking Agreement on Defendants’ behalf (the “Breach
24 of Exclusivity Damages”).

25 29. On or about March 28, 2018, Plaintiff paid to Defendants one hundred
26 five thousand and six hundred dollars (\$105,600.00), which was the remaining
27 balance owed for the Booking Fee.

28

1 30. On or about April 6, 2018, Plaintiff paid twenty-one thousand dollars
2 (\$21,000) for six airline tickets for Tyga and members of Tyga's entourage. These
3 airline tickets were booked by Plaintiff with the knowledge and approval of Tyga's
4 managers.

5 31. On or about April 6, 2018, Plaintiff, at its own expense, paid for the
6 design of flyers and advertisements to promote the Events. These advertisements
7 were pre-approved by Tyga's managers.

8 32. On April 6, 2018, after the foregoing expenses had been incurred, Tyga
9 sent Aghaiepour an electronic communication via WhatsApp, in which Tyga
10 informed Aghaiepour that he only wanted to perform the two Events scheduled in
11 Dubai, but not the performance in Abu Dhabi. Additionally, Tyga also informed
12 Aghaiepour that the owner of another club in Dubai, called Club Base, was offering
13 him more money to perform at that club.

14 33. Aghaiepour attempted to contact Tyga regarding the Booking
15 Agreement and Club Base's offer but was unable to reach Tyga.

16 34. On or about April 9, 2018, Tyga advertised on his personal Facebook
17 account that he would be performing at Club White on April 21, 2018.

18 35. On or about April 10, 2018, Aghaiepour discovered that the owner of
19 Club Base, was promoting a performance at Club Base featuring Tyga on April 21,
20 2018, which was the same date as Tyga's scheduled performance in Dubai at Club
21 White.

22 36. On or about April 10, 2018, Aghaiepour discovered that Tyga had been
23 contacted directly by the owner of Club Base to perform at Club Base, which is one
24 of Club White's competitors in Dubai.

25 37. On or about April 10, 2018, Aghaiepour discovered that Tyga had
26 filmed a short promotional video in which he stated that he would be appearing at
27 Club Base on April 21, 2018. Aghaiepour also discovered that this video was posted
28 by Tyga on his Instagram account located @kinggoldchains.

1 38. Starting on or about April 10, 2018, Aghaiepour discovered that Tyga
2 and Club Base were disseminating advertisements and handing out and displaying
3 flyers in Dubai, which advertised that Tyga was performing at Club Base instead of
4 at Club White. For example, in one advertisement that Tyga posted on his personal
5 Facebook account, the advertisement prominently stated over a photograph of Tyga:
6 “No white club!!!! First Base then.”

7 39. Upon information and belief, these advertisements were intended to
8 harm Club White’s image as the preeminent club in Dubai. Moreover, these
9 advertisements harmed the Owner’s reputation and thus caused further irreparable
10 harm to Plaintiff’s relationship with the Owner.

11 40. On or about April 10, 2018, Aghaiepour contacted two of Tyga’s
12 managers at Glassroots Music by email, Mr. Polo Molina (“Molina”) and
13 Constantinou. In his email, Aghaiepour informed Messrs. Molina and Constantinou
14 that it was improper for Tyga and the owner of Club Base to be in communications at
15 all regarding Tyga’s performance in Dubai. In particular, Aghaiepour stated that the
16 Booking Agreement was executed in March of 2018 and that the Booking Fee was
17 fully paid. Moreover, Aghaiepour complained that the owner of Club Base was
18 communicating directly with Tyga and that Tyga appeared in a promotional video for
19 his April 21, 2018 appearance at Club Base. Finally, Aghaiepour requested that
20 Messrs. Molina and Constantinou resolve this issue in order to preserve Plaintiff’s
21 and Tyga’s relationship with the Owner and avoid damages that would arise from
22 Tyga’s breach of the Booking Agreement.

23 41. Upon further information and belief, Messrs. Molina and Constantinou
24 communicated with Tyga regarding the issues set forth in Aghaiepour’s email dated
25 April 10, 2018.

26 42. In a series of WhatsApp communications between Aghaiepour and Tyga
27 on April 11 to April 12, 2018, Tyga informed Aghaiepour that he did not want to
28

1 perform at Club White because another Dubai club, called Club Base, was offering
2 more money for him to perform there.

3 43. In one communication dated April 12, 2018, Tyga informed Aghaiepour
4 that “White should give me offer I can’t refuse for me to switch clubs [sic].” Thus,
5 Tyga demanded additional compensation from the Owner in order to perform his
6 contractual obligations and perform at Club White on April 21, 2018.

7 44. In response, Aghaiepour informed Tyga that he had already booked
8 airline tickets for him at a total cost of twenty-one thousand dollars (\$21,000).

9 45. In an electronic message dated April 12, 2018, Aghaiepour pleaded with
10 Tyga that he could perform at Club Base on a different day but that it was essential
11 that they maintain a good relationship with the Owner. Further, Aghaiepour
12 informed Tyga that if he performed at Club Base despite his contractual obligations
13 with Heavy Rotation, and Heavy Rotation’s contractual obligations with the Owner,
14 he would never be able to perform at Club White and Drai’s Beach Club.

15 46. Tyga failed to respond to Aghaiepour’s subsequent communications
16 regarding the Events and Tyga’s performance at Club Base.

17 47. Upon information and belief, and in material breach of the Booking
18 Agreement, Tyga performed at Club Base on April 21, 2018.

19 48. In further material breach of the Booking Agreement, Tyga did not
20 perform at any of the Events.

21 49. From April 13 to May 30, 2018, Aghaiepour communicated with, or
22 attempted to communicate, with Tyga and several of Tyga’s managers regarding the
23 repayment of the Breach of Exclusivity Damages.

24 50. In an email dated April 13, 2018 to Constantinou, David Huntsman
25 (“Huntsman”) of NKSFB, LLC (“NKSFB”), Tyga’s business management company,
26 and Omid Naeim (“Naeim”) of NKSFB, Aghaiepour asked Tyga’s management team
27 for the repayment of one hundred forty-one dollars (\$141,000) (i.e. the Breach of
28 Exclusivity Damages). In his email Aghaiepour advised that the Owner was very

1 upset and “demand[ed] their funds back asap.” In response, Naeim apologized and
2 said that they had been trying to reach their client, Tyga, who was “out of town for
3 the weekend.”

4 51. In another email dated April 16, 2018 to Messrs. Naeim, Constantinou
5 and Huntsman, Aghaiepour stated that he urgently needed proof showing that the
6 entirety of the one hundred forty-one dollars (\$141,000) (i.e. the Breach of
7 Exclusivity Damages) was wired to Plaintiff’s bank account. Naeim responded later
8 that day saying that he and Tyga’s other management team were still attempting to
9 contact Tyga. In an email response that same day, Aghaiepour stated:

10 Tyga told me him self last week Wednesday that he will
11 refund the money. Today is Monday and the clubs are
12 owed money and there is not much more that I can do
13 here to keep the situation calm any longer shall they not
14 receive their money back asap [sic].

15 On April 16, 2018, Constantinou responded via email that Tyga’s management team
16 understood the situation’s urgency and that “[o]nce NKSFB receives direct approval
17 from Tyga, [NKSFB] will facilitate the reimbursement.”

18 52. In an email dated April 17, 2018, Aghaiepour again wrote to Messrs.
19 Naeim, Constantinou and Huntsman demanding repayment. Aghaiepour also
20 reiterated that the Owner was demanding repayment immediately. Aghaiepour
21 received no response to his email.

22 53. On April 18, 2018, Aghaiepour sent Tyga a message via WhatsApp in
23 which he stated that Tyga’s management had not yet sent the refund. Later that day,
24 Tyga responded that he would send a refund, i.e. repay the amount of the Breach of
25 Exclusivity Damages, that week.

26 54. In WhatsApp messages Aghaiepour sent to Tyga from April 19 – May
27 30, 2018, Aghaiepour again informed Tyga that the money had not been refunded
28 and that the breach of the Booking Agreement, i.e. his failure to perform at the

1 Venues and to return the amount of one hundred forty-one dollars (\$141,000) i.e. the
2 Breach of Exclusivity Damages, had caused Plaintiff significant damage.

3 55. In response to Aghaiepour's May 1, 2018 WhatsApp message regarding
4 the status of the refund, Tyga responded on May 2, 2018 that the refund would be
5 sent soon and that he was "working out things on [his] end."

6 56. In messages dated May 6, 2018, Aghaiepour again requested the
7 repayment of one hundred forty-one dollars (\$141,000) i.e. the Breach of Exclusivity
8 Damages because the Owner was contemplating filing lawsuits against Plaintiff and
9 Tyga.

10 57. In another series of electronic communications between Aghaiepour and
11 Tyga, Tyga promised again to repay Plaintiff the Booking Fee. In a series of
12 messages sent by Tyga to Aghaiepour on or about May 12, 2018, between 1:43 AM
13 and 1:44 AM (GST), Tyga promised Aghaiepour that he would repay Plaintiff some
14 of Booking Fee the following week and the remainder thereafter. Tyga however
15 refused to repay the twenty-one thousand dollars (\$21,000) in airline costs even
16 though the Booking Agreement requires Tyga to repay these costs and Tyga's
17 management had requested that Plaintiff purchase the tickets.

18 58. Tyga failed to make the promised repayments and failed to respond to
19 Aghaiepour's multiple WhatsApp messages sent on May 16, 2018, May 17, 2018,
20 May 18, 2018, May 20, 2018, May 21, 2018, May 22, 2018 and May 24, 2018
21 regarding the status of Tyga's promised repayment.

22 59. On May 25, 2018, Aghaiepour again requested from Tyga an update
23 regarding the status of the repayment. Tyga responded that day that he should be
24 able to repay at least half of the money owed by the following week.

25 60. Tyga, however, failed to respond to Aghaiepour's May 28, 2018 and
26 May 30, 2018 WhatsApp messages regarding the status of the repayment.

27 61. Despite Defendants Tyga Touring's contractual obligation to do so, and
28 despite Tyga's personal guarantee that he would repay Plaintiff, Defendants have

1 failed to pay Plaintiff one hundred forty-one dollars (\$141,000) i.e. the Breach of
2 Exclusivity Damages.

3 62. In addition to paying Plaintiff's Booking Fee and airline ticket costs,
4 Plaintiff incurred additional out-of-pocket expenses, which total approximately three
5 thousand dollars (\$3,000). These costs, include, but are not limited to, the costs to
6 advertise Tyga's performances at the Events.

7 63. As the result of Tyga's failure to perform at the Events pursuant to the
8 Booking Agreement, Plaintiff was unable to perform its contractual obligations to the
9 Owner. As a direct result, Plaintiff lost significant income that it was to receive from
10 the Owner for the Events and the Future Events.

11 64. As a further result of Tyga's failure to perform at the Events, Plaintiff's
12 relationship with the Owner was irreparably harmed. The Owner has refused to use
13 Heavy Rotation to book any events at any of the clubs that it owns or operates. As a
14 direct result, Plaintiff has lost, and will continue to lose, additional income that it
15 would have received from other events and shows to be performed by Tyga and
16 Heavy Rotation's other artists that it represents.

17 65. Plaintiff had been in discussions with the Owner to book more shows
18 for Tyga and Plaintiff's other artists at the Owner's establishments in 2018, 2019 and
19 beyond, for which the Owner is now likely to use another booking agency to book.

20 66. Additionally, Plaintiff has been further damaged by its harm to its
21 reputation in the concert and promotion industry as the direct result of Tyga's failure
22 to perform at the Events and Tyga's performance at Club Base.

23 **COUNT I**

24 **BREACH OF CONTRACT**

25 67. Plaintiff repeats and re-alleges each and every allegation contained in
26 paragraphs 1 through 66 above as if fully set forth herein.

27 68. The Booking Agreement annexed hereto as Exhibit A constitutes a valid
28 and binding contract between Plaintiff and Tyga Touring.

1 69. Plaintiff has fully performed all of its obligations under the Booking
2 Agreement annexed hereto as Exhibit A, by providing Tyga Touring with the
3 services it agreed to provide, which included the payment of the Booking Fee and
4 Plaintiff's payment of air travel expenses for Tyga and members of Tyga's
5 entourage.

6 70. Tyga Touring materially breached the Booking Agreement because
7 Tyga failed to perform at the Events, which was a requirement of the Booking
8 Agreement.

9 71. Defendants further materially breached the Exclusivity Provision in the
10 Booking Agreement, by performing at Club Base during the Exclusivity Period
11 without Plaintiff's permission.

12 72. Defendants further materially breached the Booking Agreement by
13 failing to provide repay Plaintiff the entirety of the Breach of Exclusivity Damages,
14 which total one hundred forty-one thousand dollars (\$141,000).

15 73. By virtue of the foregoing, Defendant Tyga Touring has materially
16 breached the Booking Agreement

17 74. Furthermore, upon information and belief, Defendant Tyga's
18 communications with the owner of Club Base to perform at Club Base on the same
19 day as Tyga was contractually obligated to perform at Club White, and despite
20 Exclusivity Provision within the Booking Agreement, also constitutes a breach of
21 said agreement and/or a breach of Defendants' duty of good faith and fair dealing
22 that it owed to Plaintiff.

23 75. Upon information and belief, Defendant Tyga's statements that he
24 would perform at Club Base during the Exclusivity Period of the Booking
25 Agreement, further constitutes an anticipatory repudiation of the Booking
26 Agreement.

27 76. As a direct and proximate result of the foregoing, Plaintiff has been
28 damaged and will continue to be damaged in an amount to be determined at trial, but

1 an amount which Plaintiff believes to be in excess of six hundred thousand dollars
2 (\$600,000), which includes future profits that it would have obtained from the Owner
3 and other third-parties but lost as a direct consequence of Defendants' breach, plus
4 interest, and Plaintiff's costs and attorneys' fees.

5 **COUNT II**

6 **UNJUST ENRICHMENT**

7 77. Plaintiff repeats and re-alleges each and every allegation contained in
8 paragraphs 1 through 76 above as if fully set forth herein.

9 78. In the event that there is any dispute as to the validity and/or scope of
10 the Booking Agreement, Plaintiff is in the alternative entitled to compensation under
11 a theory of unjust enrichment.

12 79. At all times herein mentioned, Plaintiff has duly performed all the
13 services required and outlaid monies for expenses in furtherance of those services in
14 good faith for the benefit of Defendants.

15 80. At all times herein mentioned, Defendants accepted the services of
16 Plaintiff, namely Plaintiff's payment of the Booking Fee and Plaintiff's purchase of
17 airline tickets to the United Arab Emirates.

18 81. Upon information and belief, it was the mutual understanding of the
19 parties that Plaintiff would be compensated for its services and the expenses it
20 incurred by being reimbursed for expenses and compensated for the value of its
21 services.

22 82. Upon information and belief, Defendants have been and continue to be
23 unjustly enriched at the expense of Plaintiff by retaining from Plaintiff the amount of
24 one hundred forty-one dollars (\$141,000) i.e. the Breach of Exclusivity Damages.

25 83. Upon information and belief, Defendant Tyga used the airlines tickets
26 purchased by Plaintiff to appear at Club Base on April 21, 2018 and has utilized the
27 Booking Fee for his own personal benefit.

28

1 84. Upon information and belief, Defendants' conduct has conferred on
2 Defendants benefits to which they know they are not entitled and which have
3 resulted in economic injury to Plaintiff.

4 85. Upon information and belief, it would be against equity and good
5 conscience for Defendants to retain the reasonable value of Plaintiff's services and
6 expenses incurred.

7 86. As a matter of equity and good conscience, Plaintiff is entitled to
8 restitution.

9 87. As a direct and proximate result of Defendants' unlawful conduct,
10 Plaintiff has been damaged in an amount to be determined at trial, but an amount
11 which Plaintiff believes to be in excess of one hundred forty-one thousand dollars
12 (\$141,000), plus interest, costs and attorneys' fees.

13 **COUNT III**

14 **ALTER EGO**

15 88. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1
16 through 87, as if fully set forth herein.

17 89. Upon information and belief, the defendant Tyga Touring has never had,
18 and does not now have, any genuine or separate corporate existence, but has been
19 used and exists for the sole purpose of permitting the defendant Tyga to transact
20 business under a corporate guise.

21 90. Upon information and belief, there has been a co-mingling of funds and
22 other assets between Tyga Touring and Tyga, including but not limited to cost—
23 sharing.

24 91. Upon information and belief Tyga guaranteed and/or agreed to pay
25 debts of Tyga Touring.

26 92. Upon information and belief Tyga and his managers repeatedly
27 promised Plaintiff that Tyga would ensure that Plaintiff was repaid one hundred
28 forty-one dollars (\$141,000) i.e. the Breach of Exclusivity Damages.

1 93. Upon information and belief, Tyga promised and committed to
2 providing personal funds to be able to pay Plaintiff but has not done so. For
3 example, he promised to repay the amounts owed in WhatsApp messages dated April
4 18, 2018 and May 2, 2018. By way of another example, in a series of electronic
5 messages sent by Tyga to Aghaiepour on or about May 12, 2018, Tyga promised
6 Aghaiepour that he would repay Plaintiff some of the one hundred forty-one dollars
7 (\$141,000) he was paid (i.e. the Breach of Exclusivity Damages) the following week
8 and the remainder thereafter. In these messages, Tyga stated “Yo. Gonna try get
9 some of the \$ back next week. Then the rest after. What’s the exact amount U sent
10 me [sic].” Aghaiepour, in response, stated that the amount Plaintiff was owed was
11 one hundred twenty thousand dollars (\$120,000) and the twenty-one thousand dollars
12 (\$21,000) that Plaintiff expended for Tyga’s airline flights to the United Arab
13 Emirates. In another message dated May 25, 2018, Tyga promised that he should be
14 able to repay half of the amount owed by the following week.

15 94. Upon information and belief as set forth above, Defendant Tyga has co-
16 mingled his personal funds with those of Tyga Touring, and exercised complete
17 domination over Tyga Touring with respect to its dealings with Plaintiff.

18 95. Upon information and belief, there has otherwise been complete
19 domination and control of Tyga Touring by Tyga.

20 96. Upon information and belief, Tyga Touring lacks funds to pay any
21 judgment that Plaintiff may obtain against it because Tyga has transferred or used all
22 funds paid to Tyga Touring so that Plaintiff would be unable to recover the sums
23 owed to it.

24 97. Upon information and belief, in connection with the above and other
25 matters described to Plaintiff in emails, Tyga exercised complete control over Tyga
26 Touring and Tyga Touring had no business discretion outside of the whims of Tyga.

27 98. Upon information and belief, Defendant Tyga improperly used Tyga
28 Touring’s funds for personal expenses including but not limited to by taking the

1 Booking Fee that he was not entitled to, and paying for personal travel,
2 entertainment, meal and other expenses from Tyga Touring, while representing to
3 Plaintiff that he would repay to Plaintiff the amount of one hundred forty-one dollars
4 (\$141,000) i.e. the Breach of Exclusivity Damages.

5 99. Upon information and belief, there has been a failure to segregate funds
6 between Tyga Touring and Tyga.

7 100. Upon information and belief, there has been unauthorized diversions of
8 corporate funds or assets to other than corporate uses, i.e. to pay personal travel,
9 entertainment, meal and other personal expenses of Tyga

10 101. Upon information and belief, assets of the corporation have been
11 utilized as the assets of Tyga.

12 102. Upon information and belief, there has been a failure to maintain
13 corporate formalities and there has been confusion of the records of separate entities
14 owned and/or controlled by Tyga.

15 103. Upon information and belief, Tyga is the sole owner of Tyga Touring.

16 104. Upon information and belief, there is an overlapping ownership of
17 different entities related to Tyga Touring that are owned by Tyga.

18 105. Upon information and belief, there was a failure to adequately capitalize
19 Tyga Touring, when it was formed.

20 106. Upon information and belief, there is an absence of corporate assets and
21 resulting under capitalization of Tyga Touring.

22 107. Upon information and belief, Tyga Touring was used as a mere shell,
23 instrumentality or conduit for the business of Tyga.

24 108. Upon information and belief, there has been concealment and
25 misrepresentation of the identity of responsible ownership, management and
26 financial interest and/or concealment of personal business activities.

27
28

1 109. Upon information and belief, there has been disregard of legal
2 formalities and the failure to maintain arm's-length relationships among related
3 entities.

4 110. Upon information and belief, Tyga Touring and Tyga have not followed
5 corporate formalities including by failing to keep corporate records, and failing to
6 document monies Tyga provided to and took from Tyga Touring.

7 111. Upon information and belief, there has been a diversion of assets from
8 Tyga Touring by or to Tyga to the detriment of creditors (including Plaintiff) and/or
9 the manipulation of assets and liabilities (including but not limited to cost—sharing)
10 between Tyga Touring and Tyga.

11 112. Upon information and belief, the above domination of Tyga Touring by
12 Tyga was used to avoid payment to Plaintiff.

13 113. Upon information and belief, Tyga Touring was formed by Tyga to
14 provide for his personal appearances at concerts, events and clubs.

15 114. Upon information and belief, as a result of the foregoing, Tyga Touring
16 is the alter ego of Tyga, and as such Tyga should be liable for the sums due and
17 owing by Tyga Touring as set forth in the above counts.

18 **COUNT IV**

19 **BREACH OF GUARANTY**

20 115. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1
21 through 114, as if fully set forth herein.

22 116. Upon information and belief, Tyga promised and committed to
23 providing personal funds to be able to pay Plaintiff, but has not done so.

24 117. Upon information and belief, by virtue of the above Tyga promised
25 personal funds to repaying Plaintiff the amount of one hundred forty-one dollars
26 (\$141,000) i.e. the Breach of Exclusivity Damages.

27 118. Upon information and belief, Tyga has failed to provide the promised
28 funds.

1 119. Upon information and belief, by virtue of the above, Tyga personally
2 guaranteed and assumed the responsibility of payment to Plaintiff.

3 120. As set forth above Tyga Touring has failed to pay Plaintiff any part of
4 the Booking Fee paid to Defendants and transportation expenses incurred by Plaintiff
5 on Defendants' behalf, which totaled one hundred forty-one dollars (\$141,000) i.e.
6 the amount of the Breach of Exclusivity Damages, despite Plaintiff's demands.

7 121. Plaintiff has repeatedly demanded repayment of the amount of the
8 Breach of Exclusivity Demands.

9 122. Notwithstanding those repeated demands neither Tyga Touring nor
10 Tyga have repaid Plaintiff the amount of the Breach of Exclusivity Demands.

11 123. Upon information and belief, as a result of the foregoing, Tyga should
12 be liable for the sums due and owing to Plaintiff in the amount of at least one
13 hundred forty-one thousand dollars (\$141,000), plus costs, attorneys' fees and
14 interest.

15 **COUNT V**

16 **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC**
17 **ADVANTAGE**

18 124. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1
19 through 123, as if fully set forth herein.

20 125. Notwithstanding Tyga being aware of Plaintiff's business relationship
21 with the Owner, which includes its agreement(s) with respect to the Events, Tyga's
22 actions caused the Owner to cease using Plaintiff to book artists to perform at any of
23 its venues.

24 126. Tyga's conduct was at a minimum negligent because he was aware that
25 his performance at Club Base, would result in the breach of the Booking Agreement,
26 which in turn would cause Plaintiff to be unable to perform its contractual
27 obligations to Owner.
28

1 127. Moreover, Defendants were negligent when they failed to immediately
2 repay Plaintiff the amount of one hundred forty-one dollars (\$141,000) i.e. the
3 Breach of Exclusivity Damages, which Aghaiepour had requested on the Owner's
4 behalf. Defendants' failure to make an immediate re-payment to Plaintiff caused
5 further damage to Plaintiff's business relationship with the Owner.

6 128. As a direct and proximate result of Defendants' unjustified negligent
7 interference with Plaintiff's relationship with Owner, Plaintiff has been damaged in
8 an amount to be determined at trial, but no less than six hundred thousand dollars
9 (\$600,000).

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, the Plaintiff respectfully demands judgment against
12 Defendant as follows:

13 a) On the first claim, damages against Tyga Touring in an amount to be
14 determined at trial, but no less than six hundred thousand dollars (\$600,000),
15 which includes future profits that it would have obtained from the Owner and
16 other third-parties but lost as a direct consequence of Defendants' breach, plus
17 interest, and Plaintiff's costs and attorneys' fees

18 b) On the second claim, damages against Defendants in amount to be
19 determined at trial, but no less than one-hundred forty-one thousand dollars
20 (\$141,000), plus interest, costs and attorneys' fees;

21 c) On the third claim, that the Court issue an order that Tyga is also
22 personally responsible for all amounts awarded on the first and second claim,
23 based on Plaintiff's claim of alter ego liability;

24 d) On the fourth claim, damages against Tyga in an amount to be
25 determined at trial, but no less than one-hundred forty-one thousand dollars
26 (\$141,000), plus interest, costs and attorneys' fees;

27
28

1 e) On the fifth claim, damages against Defendants in an amount to be
2 determined at trial, but no less than six hundred thousand dollars (\$600,000), plus
3 interest, costs and attorneys' fees;

4 f) costs, reasonable attorney's fees and disbursements for this action; and

5 g) any such further relief as this Court deems just and proper.


6 **JURY TRIAL DEMANDED**

7 Plaintiff hereby demands a trial by jury on all claims for relief and issues
8 triable by jury.

9
10 Dated: New York, New York
June 20, 2018

Respectfully submitted,

11 ADELMAN MATZ, P.C.

12 

13 Sarah M. Matz (SBN 312051)

14 ADELMAN MATZ P.C.

15 780 Third Avenue, 14th Floor

16 New York, New York 10017

17 Telephone: (646) 650-2207

18 Facsimile: (646) 650-2108

19 E-mail: sarah@adelmanmatz.com

20 *Attorneys for Plaintiff*