

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

MegaForce, a South Korea corporation,

Plaintiff,

v.

JOSEPH ROBERT ENG, an individual,
WILLIAM JOSEPH JOHNSON, an
individual, and WAV EVENTS AND
ENTERTAINMENT, LLC, a Minnesota
Limited Liability Company,

Defendants.

Civil Action No.: 18-cv-01691

JURY TRIAL DEMANDED

COMPLAINT

For nearly six months, two men claiming to operate an event production company solicited and accepted \$110,000 from Megaforce, a concert promoter, in exchange for their promise to produce the celebrity appearances of Floyd Mayweather Jr., and musical artists Lil Wayne and Lil Jamez in South Korea. Defendants Joseph Robert Eng and William Joseph Johnson never kept their promise, and they went radio silent while MegaForce desperately tried to reach them. This complaint seeks to hold Mr. Eng, Mr. Johnson, and their purported company accountable for their deceit, theft, and fraud. Accordingly, Plaintiff MegaForce alleges against Defendants Joseph Robert Eng, William Joseph Johnson, and WAV Events and Entertainment LLC, as follows:

PARTIES

1. Plaintiff MegaForce is a South Korean corporation with its principal place of business in Seoul, South Korea. MegaForce's primary business consists of producing and promoting appearances and performances by Korean and American musical artists. Mr. Gyu

Seung Sim owns 100% of MegaForce. To finance and profit from the appearances and performances it promotes, MegaForce solicits corporate sponsors and outside investors.

2. Defendant Joseph Robert Eng is an individual resident of Hennepin County, Minnesota.

3. Defendant William Joseph Johnson is an individual resident of Sherburne County, Minnesota.

4. Defendant WAV Events and Entertainment LLC (“WAV”) is a Minnesota Limited Liability Company. According to the Minnesota Secretary of State website, WAV’s Registered Agent is Robert William Eng located at 7894 Ithaca Lane, North Maple Grove, Minnesota, 55311, and its only managers are Mr. Eng and Mr. Johnson. No other person or entity held themselves out as being agents of WAV during the course of the conspiracy alleged in this complaint.

5. WAV holds itself out as an event production company capable of producing appearances and performances by celebrities, including but not limited to the boxer, Floyd Mayweather Jr., and musical artists Lil Wayne and Lil Jamez.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter and parties pursuant to 28 U.S.C. § 1332(a)(2). This action is between citizens of a State and citizens or subjects of a foreign state, and the amount in controversy exceeds \$75,000. The Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to MegaForce’s claims occurred in this judicial district, and all Defendants are residents of this judicial district.

NATURE OF THE ACTION

8. Defendants knowingly, deliberately, and intentionally conspired to commit fraud and steal US \$110,000.00 from MegaForce through an extensive and ongoing course of misrepresentations and unlawful conduct.

9. Beginning in or about the summer of 2017 through January 2018, Defendants intentionally and repeatedly misrepresented to MegaForce that they could and would furnish an appearance and performance in South Korea starring boxer Floyd Mayweather, Jr., rapper Dwayne Michael Carter, Jr. p/k/a Lil Wayne, and rapper James Champion p/k/a Lil Jamez (collectively, “Artists”).

10. In reliance on Defendants’ repeated misrepresentations, MegaForce not only entered into two separate agreements with WAV that provided for a total of \$110,000.00 in upfront payments by MegaForce, but also solicited outside investment from third parties and furnished payments and incurred liabilities to numerous third-parties vendors and sponsors.

11. From November 2017 through January 2018, MegaForce repeatedly requested necessary information including visa paperwork and promotional materials from Defendants in advance of the Artists’ appearance scheduled for January 26, 2018 and performance scheduled for January 27, 2018.

12. In response to these repeated requests, Defendants repeatedly and falsely represented to MegaForce that the information was being gathered, and it would be forthcoming. Defendants’ assurances induced MegaForce to continue making the scheduled payments provided for by the parties’ agreements and prevented MegaForce from mitigating the damages caused by a last-minute cancellation of the appearance and performance.

13. Not until January 12, 2018—only two weeks before the scheduled performance—did Defendants inform MegaForce for the first time that they were *contemplating* failing to perform their obligations under the terms of its agreements with MegaForce.

14. And not until on or about January 16, 2018 did WAV definitively inform MegaForce that WAV was not going to perform its obligations under the terms of the agreements. Defendants have done nothing to remedy the harms they caused.

15. Therefore, MegaForce now brings this action to recover damages incurred as a result of Defendants' fraudulent and illegal conduct and theft of MegaForce's money.

GENERAL ALLEGATIONS

16. In or about summer 2017, MegaForce learned of the opportunity to produce and promote a performance in conjunction with Defendants.

17. In the months following, Defendants and MegaForce began negotiating a deal for a performance in South Korea in which Defendants would furnish the Artists, and MegaForce would furnish payment to WAV as well as assume responsibility for producing and promoting the performance on the ground in South Korea.

18. Throughout the negotiations, Defendants repeatedly and falsely represented that they could and would furnish the Artists for a performance.

19. Eventually, and in reliance on those false representations by Defendants, MegaForce entered into two agreements with WAV.

A. The Performance Agreement

20. On October 24, 2017, MegaForce entered into that certain Artist Engagement Agreement with WAV EVENTS AND ENTERTAINMENT, LLC for the purpose of “furnishing the services of the artist p/k/a “LIL WAYNE, FLOYD MAYWEATHER AND LIL JAMEZ”

(“Performance Agreement”). A true and correct copy of the Performance Agreement is attached hereto as **Exhibit A**.

21. Mr. Gyu Seung Sim executed the Performance Agreement on behalf of MegaForce. Upon information and belief, Mr. Johnson executed the Performance Agreement on behalf of WAV. *See Ex. A at 4.*

22. The Performance Agreement provided in part that WAV would furnish the services of the Artists for one sixty minute performance to be held on January 27, 2018 (“Performance”). *Id.* at 1. WAV agreed to furnish the Performance “upon all the terms and conditions [therein] set forth.” *Id.*

23. In exchange, the Performance Agreement required MegaForce to pay WAV \$85,000.00 total as follows: \$15,000.00 within 24 hours of execution of the Performance Agreement; \$35,000.00 on or before November 22, 2017; and \$35,000.00 on or before December 8, 2017. *Id.* In addition, MegaForce agreed to certain nonmonetary terms and conditions, including but not limited to “provid[ing] Sound and Lights, Local Ground Transportation, and all Rider requirements” and “[promoting] the scheduled appearance via a social media (*i.e.*, Instagram or Facebook) posting prior to the performance.” *Id.* at 2.

24. WAV and MegaForce each reserved the right to cancel the Performance in accordance with the following terms:

(a) By WAV: WAV reserves the right to cancel the Performance without liability anytime outside of the thirty (30) day period immediately preceding the Performance Date or within twenty-four (24) hours of the Effective Date of this Agreement. In the event WAV cancels the Performance less than thirty (30) days prior to the Performance Date, WAV shall refund to Purchaser the Deposit within thirty (30) days, where applicable. Cancellation by WAV shall in no way obligate WAV to reschedule or provide make-up or rain check performances to [MegaForce]. (b) By [MegaForce]: If [MegaForce] cancels the Performance less than thirty (30) days but greater than forty-eight (48) hours prior to the Performance Date, [MegaForce] shall forfeit all right to

the Deposit. In the event [MegaForce] cancels the Performance within forty-eight (48) hours of the Performance Date, [MegaForce] shall forfeit all right to the Deposit and owe to WAV the Performance Balance.

Id. at 3.

25. MegaForce substantially complied with all applicable terms and conditions of the Performance Agreement, including but not limited to complying with its obligation to wire three separate payments totaling \$85,000.00 to WAV in accordance with the payment instructions provided in the Performance Agreement. *See id.* at 2.

B. The Mayweather Agreement

26. Upon information and belief, on November 27, 2017, Floyd Mayweather Jr. on the one hand, and Joseph Eng d/b/a WAV Events and Entertainment LLC on the other hand, entered into that certain Celebrity Appearance Agreement dated as of November 27, 2017 (“Mayweather Agreement”).

27. MegaForce is not a party to the Mayweather Agreement.

28. Defendants emailed a copy of the Mayweather Agreement (purportedly executed by Mr. Mayweather) as proof that Defendants intended to produce Mayweather at the Performance.

29. The Mayweather Agreement purportedly obligates Mr. Mayweather to appear at the Performance in exchange for an “Appearance Fee & travel buyout” payable by WAV. However, the exact terms of the appearance fee and travel buyout (including dollar amounts) were redacted prior to being sent to MegaForce by Defendants.

C. The Appearance Agreement

30. On January 1, 2018, MegaForce entered into that certain Artist Engagement Agreement with WAV EVENTS AND ENTERTAINMENT, LLC for the purpose of “furnishing the services of the artist p/k/a “LIL WAYNE, FLOYD MAYWEATHER AND LIL JAMEZ”

(“Appearance Agreement”). A true and correct copy of the Appearance Agreement is attached hereto as **Exhibit B**.

31. Mr. Sim executed the Appearance Agreement on behalf of MegaForce. Upon information and belief, Mr. Johnson executed the Appearance Agreement on behalf of WAV. *See* Ex. B at 4.

32. The Appearance Agreement provided in part that WAV would furnish the services of the Artists for a sixty minute “meet and greet” on January 26, 2018 at the Vibrate venue in Gangnam, South Korea (“Appearance”). *Id.* at 1. WAV agreed to furnish the Appearance “upon all the terms and conditions [therein] set forth.” *Id.*

33. In exchange, the Appearance Agreement obligated MegaForce to pay WAV a one-time \$25,000.00 payment on or before January 2, 2018. *Id.* at 1-2. In addition, MegaForce agreed to certain nonmonetary terms and conditions, including but not limited to “provid[ing] Sound and Lights, Local Ground Transportation, and all Rider requirements” and “[promoting] the scheduled appearance via a social media (*i.e.*, Instagram or Facebook) posting prior to the performance.” *Id.* at 2.

34. WAV and MegaForce each reserved the right to cancel the Appearance in accordance with the following terms:

(a) By WAV Events and Entertainment LLC: WAV Events and Entertainment LLC reserves the right to cancel the [Appearance] without liability anytime outside of the thirty (30) day period immediately preceding the [Appearance] Date or within twenty-four (24) hours of the Effective Date of this Agreement. In the event WAV Events and Entertainment cancels the [Appearance] less than thirty (30) days prior to the [Appearance] Date, WAV shall refund to [MegaForce] the Deposit within thirty (30) days, where applicable. Cancellation by WAV Events and Entertainment LLC shall in no way obligate WAV Events and Entertainment LLC to reschedule or provide make-up or rain check performances to [MegaForce]. (b) By [MegaForce]: If [MegaForce] cancels the [Appearance] less than thirty (30) days but greater than forty-eight (48) hours prior to the [Appearance] Date, [MegaForce] shall forfeit

all right to the Deposit. In the event [MegaForce] cancels the [Appearance] within forty-eight (48) hours of the Appearance Date, [MegaForce] shall forfeit all right to the Deposit and owe to WAV the [Appearance] Balance.

Id. at 3.

35. MegaForce substantially complied with all applicable terms and conditions of the Appearance Agreement, including but not limited to complying with its obligation to wire payment totaling \$25,000.00 to WAV in accordance with the payment instructions provided in the Appearance Agreement. *See id.* at 2.

D. The Las Vegas Meeting

36. Mr. Eng and Mr. Johnson worked as a team to defraud MegaForce into providing multiple payments to their company, WAV.

37. On or about December 13, 2017, Mr. Sim, Mr. Eng, and Mr. Johnson met in person in Las Vegas, Nevada to discuss the Performance Agreement and logistics concerning the Performance, as well as to discuss the possibility of a pre-performance appearance that would eventually be memorialized in writing by the Appearance Agreement (“Las Vegas Meeting”).

38. At numerous times during the Las Vegas Meeting, Mr. Eng and Mr. Johnson repeatedly and falsely represented that Defendants could and would furnish the Artists for the Performance.

39. At no time before, during, or immediately after the Las Vegas Meeting did Mr. Eng or Mr. Johnson suggest that WAV would be unable to fulfill its obligations under the Performance Agreement.

40. On December 13, 2017, Mr. Sim sent a thank you text to Mr. Eng: “Yo thanks for everything in vegas i hope see u guys soon in korea also if i have any Q i can ask you right? Keep in touch bro[.]” Mr. Eng replied: “Yes we had a great time meeting you. And of course, I’ll answer any questions you have.”

E. WAV's Misrepresentations to MegaForce

41. Throughout the months of November and December 2017, and the first weeks of January 2018, MegaForce repeatedly requested that Defendants provide the necessary papers and information to make the required travel and visa arrangements for the Artists to travel and perform in South Korea.

42. Rather than timely inform MegaForce that it did not intend to perform under the terms of the Agreements, Defendants repeatedly and willfully deceived MegaForce by assuring it that the Artists would appear for Appearance and Performance through various oral written communications.

43. For example, on December 14, 2017, only days after the Las Vegas Meeting, Mr. Sim sent a text to Mr. Eng requesting the Artists' information and providing his own email address. Mr. Eng responded in part "Will do" but Defendants never provided MegaForce with the requested information.

44. On December 21, 2017, Mr. Sim sent a text to Mr. Eng requesting "all the information and contract by today" and informing Mr. Eng that "[a]dvertising company and ticket store companies waiting for update data from us lol can not make them hold like this its all about money time is clicking please send me paper as soon as possible." Mr. Eng replied that he needed "time to turn the paper work around" but that "[i]t is coming." Defendants never provided MegaForce with the requested information.

45. On January 2, 2018 (one day after the Appearance Agreement was executed), Mr. Sim sent Mr. Eng a text confirming that MegaForce wired \$25,000.00 to WAV in accordance with the terms of the Appearance Agreement and requesting visa information for the Artists "ASAP." Mr. Sim also indicated to Mr. Eng that the visa paperwork would take 15-20 days to be completed once the information was received. Mr. Eng responded, "Understood!" and

indicated that he would “work tomorrow and knock everything out[.]” Defendants never provided MegaForce with the requested information.

46. On January 4, 2018, Mr. Sim sent Mr. Eng a text again requesting the needed visa information. Mr. Eng responded: “Already on it,” but Defendants never provided MegaForce with the requested information.

47. On January 6, 2018, Defendants provided MegaForce with video promotion materials of Lil Jamez purporting to confirm that he would appear as scheduled in South Korea.

48. On January 9, 2018, Mr. Sim sent Mr. Eng a text again requesting the needed visa information. Defendants did not respond.

49. On January 10, 2018, Mr. Sim sent Mr. Eng a text asking “what is going on” and stating: “Yo Joe [Eng] i need visa info lol you told me you going to give to me last week bro we got no time for get visa plz answer and hit me up.”

50. Two days later, on January 12, 2018, Mr. Eng finally responded: “I’ll have an answer for you by end of the week if we are moving forward with the date.” Mr. Eng’s text to Mr. Sim on January 12 was the first time any Defendants represented to MegaForce that WAV was contemplating failing to perform its obligations under the terms of the Appearance Agreement or Performance Agreement.

51. In response, Mr. Sim sent Mr. Eng several texts requesting clarification as to what Mr. Eng’s text meant and reminding Mr. Eng that MegaForce already performed its payment obligations under the Appearance Agreement and Performance Agreement as well as advertised the Performance in Korea.

52. Mr. Sim also again requested the needed passport information and offered to meet with Defendants. Mr. Eng replied: “We may wish to part ways. If we move forward you’ll have the visa info on Friday. I’ll call you tomorrow morning with an update.” Mr. Sim asked Mr. Eng

to coordinate directly with Mr. Sim going forward, to which Mr. Eng replied: “Okay[.] Talk tomorrow morning and I’ll have info for you.”

53. On January 13, 2018, in response to yet another request for the passport information, Mr. Eng represented to Mr. Sim that he was “[a]t [his] desk working on it.” Defendants never sent the requested passport information. However, that same day, Mr. Eng represented to Mr. Sim that “We . . . haven’t cancelled your date. We want to work with you. That’s why we’re working it out.” Mr. Eng and Mr. Sim then agreed to a phone call at 10:00 a.m. the next day. Mr. Eng never called Mr. Sim.

54. On January 16, 2018, Mr. Sim informed Mr. Eng via text message that “if you not give me answer by today i will hand to my lawyer for claim on damage today is last day for you and me talk i hope i still call you bro.” Mr. Eng replied: “We are getting our available dates in February for you to pick from. Once we agree upon the reschedule date, we can move forward and provide all travel info.” Mr. Eng never provided Mr. Sim with a list of possible reschedule dates.

F. MegaForce’s Letters to Defendants and Requests for Assurances

55. On January 17 and 18, 2018, Mr. Sim sent to Mr. Eng an email and a text, respectively, definitively requesting confirmation that the Artists would appear for the Performance. Mr. Eng replied with only: “I have your reschedule date.” In fact, Defendants never provided a reschedule date.

56. On January 19, 2018, counsel for MegaForce sent to Defendants a letter via email concerning the Appearance Agreement and Performance Agreement, and WAV’s intent to perform its obligations thereunder (“January 19 Letter”). A true and correct copy of the January 19 Letter is attached hereto as **Exhibit C**.

57. The January 19 Letter requested confirmation by January 22 as to whether Defendants “would cooperate with Mega Force to reschedule the event for a later date and provide assurances that the Artists will appear in order to mitigate the harm caused by WAV’s conduct[.]” “If no mutually agreed resolution can be reached,” the letter continued, “Mega Force demands that WAV return all payments made pursuant to the Agreements, totaling \$110,000, and pay the costs and liabilities that Mega Force has incurred due to WAV’s willful misconduct, in an amount exceeding \$1,000,000 U.S.D.”

58. Neither MegaForce nor its counsel received a response to the January 19 Letter.

59. On March 15, 2018, counsel for MegaForce sent to Defendants a letter via UPS (“March 15 Letter”) confirming that counsel for MegaForce did not receive a response to the January 19 Letter “or any of our other repeated attempts to engage you in discussions for an amicable, out-of-court resolution.”

60. Neither MegaForce nor its counsel received a response to the March 15 Letter.

61. To this day, no Defendant has provided any explanation for its utter and material failures to abide by its agreements with Megaforce.

G. Damages and Liabilities Incurred by MegaForce

62. In reliance on Defendants’ repeated misrepresentations, and in anticipation of and preparation for the Appearance and Performance, MegaForce solicited outside investment from third parties and furnished payment and incurred liabilities to numerous third-parties vendors and sponsors.

63. A preliminary list of such payments to third parties includes but is not limited to the following:

- a. \$16,239.00¹ for third party expenses;
- b. \$29,342.00 for the venue;
- c. \$26,087.10 for staging, lighting, sound, and special effects;
- d. \$39,130.50 for hotel accommodations;
- e. \$1,304.50 for a designer;
- f. \$2,608.50 for a direction team;
- g. \$2,608.50 for a concert manager team;
- h. \$4,174.00 for security;
- i. \$96,521.60 for third party sponsorship;
- j. \$43,478.00 for third party sponsorship; and
- k. \$4,348.00 for ticket delivery fees.

64. A preliminary list of such outstanding liabilities to third parties includes but is not limited to the following:

- a. \$91,304.50 to the venue;
- b. \$1,304.50 to a designer;
- c. \$2,608.50 to a direction team;
- d. \$2,608.50 to a concert manager team;
- e. \$6,261.00 to a security company;
- f. \$399,130.40 to a third party sponsor;
- g. \$43,478.00 to a third party sponsor; and
- h. \$17,391.00 to a third party sponsor.

¹ Because some payments were made in South Korean Won, U.S. Dollar figures are calculated based on the exchange rate at at USD1:KRW1,150 as of January 30, 2018.

65. The figures provided in the preceding two paragraphs represent a preliminary list of damages that will likely grow substantially.

CAUSES OF ACTION

COUNT I: BREACH OF CONTRACT (PERFORMANCE AGREEMENT)

(WAV)

66. MegaForce incorporates the allegations contained in paragraphs 1 through 65 as if set forth fully herein.

67. WAV entered into a contract with MegaForce, namely the Performance Agreement, to supply the Artists for the Performance,

68. MegaForce has performed all its duties and obligations under the Performance Agreement, except as to those duties and obligations that it could not perform due to the acts or omissions of WAV.

69. By committing the above-described acts, WAV breached its obligations under the Performance Agreement. These breaches include, without limitation, failing to furnish the Performance and failing to refund to MegaForce the payments MegaForce made to WAV.

70. As a direct and proximate result of WAV's breaches of the Performance Agreement, MegaForce has been and continues to be damaged in excess of \$75,000, the exact amount to be proven at trial.

COUNT II: BREACH OF CONTRACT (APPEARANCE AGREEMENT)

(WAV)

71. MegaForce incorporates the allegations contained in paragraphs 1 through 70 as if set forth fully herein.

72. WAV entered into a contract with MegaForce, namely the Appearance Agreement, to supply the Artists for the Appearance.

73. MegaForce has performed all its duties and obligations under the Appearance Agreement, except as to those duties and obligations that it could not perform due to the acts or omissions of WAV.

74. By committing the above-described acts, WAV breached its obligations under the Appearance Agreement. These breaches include, without limitation, failing to furnish the Appearance and failing to refund to MegaForce the payments MegaForce made to WAV.

75. As a direct and proximate result of WAV's breaches of the Appearance Agreement, MegaForce has been and continues to be damaged in excess of \$75,000, the exact amount to be proven at trial.

COUNT III: FRAUD

(All Defendants)

76. MegaForce incorporates the allegations contained in paragraphs 1 through 75 as if set forth fully herein.

77. From on or about summer 2017 to January 2018, Defendants made numerous material oral and written statements in which they knowingly and falsely represented that they would furnish the Appearance and the Performance in accordance with the terms and conditions of the Appearance Agreement and the Performance Agreement.

78. MegaForce reasonably relied on the statements of asserted fact by Defendants, including without limitation, by entering into the Appearance Agreement and Performance Agreement, soliciting outside investment from third parties, and furnishing payment and incurring liabilities to numerous third party vendors and sponsors.

79. Defendants intended MegaForce to rely on statements Defendants knew to be false in connection with the Appearance and Performance.

80. MegaForce's reliance on Defendants' statements was reasonable.

81. As a direct and proximate result of Defendants' misconduct, MegaForce has been and continues to be damaged in excess of \$75,000, the exact amount to be proven at trial.

**COUNT IV: BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
(PERFORMANCE AGREEMENT)**

(WAV)

82. MegaForce incorporates the allegations contained in paragraphs 1 through 81 as if set forth fully herein.

83. WAV entered into a contract with MegaForce, namely the Performance Agreement.

84. MegaForce has performed all its duties and obligations under the Performance Agreement, except as to those duties and obligations that it could not perform due to the acts or omissions of WAV.

85. All conditions required for WAV's performance occurred.

86. By the above-described conduct, WAV breached the covenant of good faith and fair dealing in the Performance Agreement.

87. By the above-described conduct, WAV unfairly has deprived MegaForce of the benefits it reasonably expected to obtain at the time the Performance Agreement was executed.

88. As a direct and proximate result of WAV's breach, MegaForce has been and continues to be damaged in excess of \$75,000.00, the exact amount to be proven at trial.

**COUNT V: BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
(APPEARANCE AGREEMENT)**

(WAV)

89. MegaForce incorporates the allegations contained in paragraphs 1 through 88 as if set forth fully herein.

90. WAV entered into a contract with MegaForce, namely the Appearance Agreement.

91. MegaForce has performed all its duties and obligations under the Appearance Agreement, except as to those duties and obligations that it could not perform due to the acts or omissions of WAV.

92. All conditions required for WAV's performance occurred.

93. By the above-described conduct, WAV breached the covenant of good faith and fair dealing in the Appearance Agreement.

94. By the above-described conduct, WAV unfairly has deprived MegaForce of the benefits it reasonably expected to obtain at the time the Appearance Agreement was executed.

95. As a direct and proximate result of WAV's breach, MegaForce has been and continues to be damaged in excess of \$75,000.00, the exact amount to be proven at trial.

COUNT VI: UNJUST ENRICHMENT

96. MegaForce incorporates the allegations contained in paragraphs 1 through 95 as if set forth fully herein.

97. In accordance with the terms and conditions of the Appearance Agreement and Performance Agreement, MegaForce paid Defendants a total of \$110,000.00 to furnish the Appearance and Performance.

98. Defendants wholly have failed to furnish the Appearance and the Performance and refuse to return to MegaForce the \$110,000.00. Instead, Defendants, through their

fraudulent and illegal activities, as described above, knowingly and unjustly have retained funds that should be returned to MegaForce.

99. Defendants have thereby been unjustly enriched at the expense of MegaForce.

100. As a direct and proximate result of Defendants' misconduct, MegaForce has been and continues to be damaged in excess of \$75,000.00, the exact amount to be proven at trial.

**COUNT VII: VIOLATION OF MINNESOTA DECEPTIVE TRADE PRACTICES ACT
UNDER MINN. STAT. § 325D.44**

(All Defendants)

101. MegaForce incorporates the allegations contained in paragraphs 1 through 100 as if set forth fully herein.

102. Minn. Stat. § 325D.44, subd. 9(9) provides that “[a] person engages in a deceptive trade practice when, in the course of business, vocation or occupation, the person . . . advertises goods or services with intent not to sell them as advertised.” It is also a deceptive trade practice to “engage[] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” Minn. Stat. § 325D.44, subd. 9(13).

103. As described above, Defendants, in the course of their business, advertised that they could furnish the Appearance and Performance with intent not to furnish them as advertised and engaged in conduct that creates a likelihood of confusion or misunderstanding.

104. On numerous occasions, Defendants represented to Mr. Sim that WAV would furnish the Appearance and the Performance on January 26 and 27, 2018, respectively.

105. Upon information and belief, Defendants did not intend to furnish the Appearance or Performance at the time they made those representations.

106. Defendants' materially false assertions of purported fact and actions deceived MegaForce.

107. As a direct and proximate result of Defendants' misconduct, MegaForce has been and continues to be damaged in excess of \$75,000.00, the exact amount to be proven at trial.

COUNT VIII: CIVIL CONSPIRACY

(All Defendants)

108. MegaForce incorporates the allegations contained in paragraphs 1 through 107 as if set forth fully herein.

109. As described above, and as a product of their fraudulent and illegal activities and unlawful purpose, all three Defendants combined and conspired to unlawfully deprive MegaForce of its funds.

110. Mr. Eng and Mr. Johnson are personally liable for the conspiracy and fraud because they did nothing to prevent the fraud. Rather, Mr. Eng and Mr. Johnson not only participated in, but also directed and orchestrated the conspiracy and fraud.

111. The Defendants committed one or more overt unlawful acts in furtherance of the conspiracy by signing agreements they knew they could not and would not perform, jointly meeting with Mr. Sim at the Las Vegas Meeting to provide false assurances that they could and would perform under the agreements, sending false lulling messages, and refusing to return MegaForce's money

112. As a direct and proximate result of Defendants' misconduct, MegaForce has been and continues to be damaged in excess of \$75,000, the exact amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, MegaForce respectfully requests that judgment be entered in its favor and against Defendants as follows:

- (a) Awarding MegaForce compensatory damages in an amount to be determined at trial;
- (b) Awarding MegaForce its costs and expenses of this litigation;
- (c) Awarding MegaForce pre- and post-judgment interest as provided by law; and
- (d) Awarding MegaForce such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff MegaForce demands a jury trial of all issues set forth in this Complaint that are so triable.

Dated: June 19, 2018

By: s/ Rachel K. Paulose

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