

ORIGINAL

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FILED
Superior Court of California
County of Los Angeles

MAY 02 2017

Herri R. Carter, Executive Officer/Clerk
By: *[Signature]* Deputy
Glortetta Robinson

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 BC 6 5 9 9 3 8 FAXED

12 CHELSEA CHINERY, SHANNON
13 MCAULIFFE, and DESIREE D. FLORES,
14 individually and on behalf of all others
15 similarly situated,

16 Plaintiffs,

17 v.

18 FYRE MEDIA, INC., a Delaware, New
19 York and Oregon Corporation; BILLY
20 MCFARLAND, an individual; JEFFREY
21 ATKINS, p/k/a/ JA RULE, an individual;
22 MATTE PROJECTS, LLC, a New York
23 Domestic Limited Liability Company, and
24 DOES 1 through 100, inclusive,

25 Defendants.

Case No.

CLASS ACTION COMPLAINT

- 1. BREACH OF CONTRACT
- 2. VIOLATION OF CALIFORNIA BUSINESS AND PROFESSION CODE § 17200
- 3. NEGLIGENT MISREPRESENTATION
- 4. FRAUD

RECEIPT #: CCHS05376069
 DATE PAID: 05/02/17 01:41 PM
 PAYMENT: \$1,435.00 310
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CIT/CASE #: BC659938
LEA/DEF#:

25 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

26 PLAINTIFFS allege, upon information and belief, based upon the investigation
27 made by and through their attorneys, except those allegations relating to PLAINTIFFS and
28 their attorneys, which are alleged upon knowledge, as follows:

05/02/2017

1 NATURE OF THIS ACTION

2 1. This Complaint is brought as a Class Action pursuant to *California Consumer*
3 *Legal Remedies Act Civil Code § 17200 et seq.* to recover damages from Defendants for the
4 use of unlawful, unfair and fraudulent acts and practices in the provision of selling tickets and
5 promoting a music festival to California residents.

6 2. Plaintiffs Chelsea Chinery, Shannon McAuliffe, and Desiree Flores
7 (“Plaintiffs”), individually and on behalf of all others similarly situated (“The Class”), allege
8 Defendant Fyre Media, Inc. (“Fyre”), Billy McFarland (“McFarland”), Jeffrey Atkins,
9 previously known as Ja Rule (“Atkins”), Matte Projects, LLC (“Matte”) and Doe Defendants
10 1-100, (collectively, “Defendants”) deliberately and fraudulently marketed and sold tickets to
11 a lavish, tropical destination music festival.

12 3. Defendants’ described Fyre Festival as a “journey and destination, a place
13 where music, culture, and food combine, igniting our curiosities and our passions over two
14 weekends on one of the most sought after and secluded islands in the world.” Instead,
15 Plaintiffs endured a horrific experience on an Island in the Bahamas not suited nor prepared
16 for an influx of visitors or a music festival of such grand proportion.

17 JURISDICTION AND VENUE

18 4. This action is brought as a class action to remedy violations of California law
19 by the Defendants. This Court has jurisdiction over this action because it is a class action
20 and the amount in controversy is in excess of the jurisdictional minimum of this Court.

21 5. Specifically, Defendants engaged in substantial marketing, advertising,
22 promotion, selling, and distribution of the Fyre Festival throughout California. This Court
23 has personal jurisdiction over Defendant Fyre Media, Inc. and all Defendants because of
24 the business they conduct in California and thus has sufficient minimum contacts.

25 6. Venue is proper in Los Angeles County pursuant to *Section 395(a)* of the *Code*
26 *of Civil Procedure*. All Defendants conduct business in Los Angeles, many of the acts giving
27 rise to the violations complained of occurred in Los Angeles County, and because Plaintiffs
28 reside in Los Angeles County.

05/02/2017

PARTIES

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2 7. At all times relevant to this action, named Plaintiff, Chelsea Chinery,
3 (hereinafter, "Plaintiff"), is, and was, a resident of Los Angeles County, State of
4 California.

5 8. At all times relevant to this action, named Plaintiff, Shannon McAuliffe,
6 (hereinafter, "Plaintiff"), is, and was, a resident of Los Angeles County, State of
7 California.

8 9. At all times relevant to this action, named Plaintiff, Desiree D. Flores,
9 (hereinafter, "Plaintiff"), is, and was, a resident of Los Angeles County, State of
10 California.

11 10. Defendant Fyre Media, Inc. is an active Delaware corporation, entity number
12 5979829, with a registered address at 1209 Orange Street, Wilmington, Delaware 19801.
13 Fyre Media, Inc. is also registered in New York as a foreign corporation, filing number
14 4909751, with a corporate address at 111 8th Avenue, Floor 13, New York, New York
15 10011. And Fyre Media, Inc. is registered in Oregon, filing number 125595090, with a
16 mailing address of 1355 NW Everett Street, Portland, Oregon, 97209. The Oregon filing
17 lists William Z. McFarland as both President and Secretary. Fyre Media, INC. conducts
18 substantial business within the state of California.

19 11. Upon information and belief, and at all times relevant to this action,
20 Defendant Billy McFarland was, and is, a resident and citizen of the State of New York.

21 12. Upon information and belief, and at all times relevant to this action,
22 Defendant Jeffrey Atkins, previously known as Ja Rule, was, and is, a resident and citizen
23 of the State of New Jersey.

24 13. Defendant Matte Projects, LLC, is an active New York Domestic Limited
25 Liability Company, filing number 4350759, with an address of 155 Powers Street, #2D,
26 Brooklyn, NY 11211.

27 14. At all times relevant to this action, Defendants Does 1 through 100,
28 inclusive, are affiliates, licensees, agents, and subsidiaries of Defendants and each of them,

05/02/2017

1 which operate substantially and conduct business within California.

2 15. Defendant Does 1-100, inclusive, are sued herein under fictitious names.
3 Their true names and capacities are unknown to Plaintiffs. When those true names and
4 capacities are ascertained, Plaintiffs will amend this Complaint by inserting their true
5 names and capacities herein. On information and belief, the Doe Defendants reside and/or
6 committed the alleged misconduct in the false and misleading advertising and/or sale of
7 Fyre Festival tickets to California residents while knowingly concealing the fact that the
8 music festival they sold tickets for was not the music festival they provided.

9 **CLASS ACTION ALLEGATIONS**

10 16. Plaintiffs bring this action on their own behalf and on behalf of all other
11 persons similarly situated pursuant to *California Civil Code § 1781* (hereinafter, "The
12 Class"). The Class is composed of:

- 13 A. All California residents who purchased tickets/travel packages to and/or
14 attended Defendants' Fyre Festival.
15 B. All non-California residents who purchased tickets/travel packages to
16 and/or attended Defendants' Fyre Festival.

17 17. Plaintiffs are further broken down into three categories of harm:

- 18 a. Any individuals who purchased tickets and travel packages, but did not
19 attempt to travel to the Festival after being made aware of the appalling
20 conditions.
21 b. All individuals who purchased tickets and attempted to travel to the
22 Festival, but did not reach Exuma after flights to the island became
23 restricted and were cancelled.
24 c. Individuals who travelled to Exuma for the Fyre Festival and were
25 confined on the island for any amount of time.

26 18. Plaintiffs do not know the exact number of members of The Class, since that
27 information is within the exclusive control of Defendants. But, the members of The Class are
28 believed to be in the thousands. The Class is so numerous that joinder of all members is

05/02/2017

1 impracticable.

2 19. The Plaintiffs and the members of The Class share a community of interest, as
3 they all have a same or similar claim arising from the same or similar wrongful actions and
4 omissions of Defendants, and each of them.

5 20. There are questions of law and/or fact common to The Class, which
6 are substantially similar and predominate over the questions affecting the individual
7 members. The claims and/or defenses of the representative Plaintiffs are typical of the
8 claims and/or defenses of The Class and all are based upon the same legal theories. The
9 representative Plaintiffs will fairly and adequately protect the interests of The Class. The
10 Class Action is an appropriate method for the fair and efficient adjudication of the
11 controversy.

12 21. Plaintiffs can and will fairly and adequately represent the interests of The
13 Class through Plaintiffs' attorneys, who are competent and qualified to prosecute this
14 litigation.

15 22. A class action is an appropriate method for the fair and efficient adjudication
16 of this controversy.

17 **STATEMENT OF FACTS**

18 23. Plaintiffs are informed and believe that on or around December 2016,
19 Defendants began promoting the Fyre Festival as a destination music festival in Exuma,
20 Bahamas. Defendants promoted the Fyre Festival as "a one-of-a-kind immersive
21 experience in music, culture, art, culinary delights and luxury for an unprecedented event
22 over two weekends."

23 24. As a promotional tool for Fyre Festival, Defendants recruited and
24 compensated over 400 "public figures" with at least 10,000 unique social media followers
25 to promote the event across their respective social media accounts. Social Media
26 celebrities to endorse and promote the Fyre Festival included: Kendall Jenner; Bella
27 Hadid; Hailey Baldwin; Emily Ratajkowski, Anastasia Ashley, Mike Thomas, Corbin
28 Kelly, and Julia Kelly among others. These "influencers" posted content to Instagram,

1 Twitter, and Facebook, among others sites, with captions and language that promoted the
2 Festival and hashtags such as #FyreFestival that made it readily accessible to consumers.

3 25. These “sponsored posts” were in direct violation of Federal Trade
4 Commission Guidelines on disclosing material connections between advertisers and
5 endorsers. Social Media “influencers” made no attempt to disclose to consumers that they
6 were being compensated for promoting the Fyre Festival. Instead these influencers gave
7 the impression that the guest list was full of the Social Elite and other celebrities.

8 26. Defendants collaborated with the Bahamas Ministry of Tourism to put the
9 Fyre Festival on. But Exuma lacks the necessary infrastructure to host a large group of
10 people and certain areas have limited access to even the most basic necessities such as
11 running water.

12 27. Ticket packages for the event ranged in price from roughly \$1,000 to over
13 \$100,000. Festival goers had the option of purchasing tickets that provided various levels
14 of access to food, travel, lodging, entertainment, and other amenities.

15 28. Defendants chartered planes and planned to undertake all travel logistics for
16 festival-goers.

17 29. Over thirty different musical acts were promoted by Defendants for the
18 Festival, including Blink-182, Major Lazer, Disclosure, Rae Sremmurd, and Migos as well
19 as “Surprise Guest Headliners” who were billed to attend and perform at the event.

20 30. Promotional materials for the event depicted breathtaking Caribbean
21 locations, stunning beach side villas, yachts with models draped over the top, and other
22 luxurious amenities. In an email sent out to ticket buyers on April 15, 2017, roughly two
23 weeks prior from the scheduled start date, Defendants describe the Fyre Festival as a
24 “journey and destination, a place where music, culture, and food combine, igniting our
25 curiosities and our passions over two weekends on one of the most sought after and secluded
26 islands in the world.”

27 31. When festival attendees, including Plaintiffs, arrived in Exuma, they found
28 the actual conditions to be horrific. The festival grounds were barren and disorganized.

05/02/2017

1 Luggage was haphazardly thrown from shipping crates onto the beach. The villas that
2 were billed as upscale beach tents were tents that resembled those used by the Federal
3 Emergency Management Agency in times of disaster. The tents themselves were empty
4 and did not include any furnishings.

5 32. Festival staff was nowhere to be found. Festival attendees were left to figure
6 things out for themselves on a remote island. Material for the Festival was strewn about the
7 Festival grounds in unopened packaging and the grounds themselves were not prepared for
8 the influx of thousands of people.

9 33. As Plaintiffs began to grasp the dire nature of the situation, upon witnessing
10 the complete lack of infrastructure necessary to host such an event, a panic enveloped the
11 crowd. Plaintiffs were stuck on the island, with no way off.

12 34. Other Plaintiffs had flown to Miami, Florida to make the last connection to
13 Exuma to attend the Fyre Festival, but flights were soon cancelled by the Festival
14 organizers and travelers were stuck in Miami and left in the dark as to what was
15 happening.

16 35. Transactions on the island were conducted via electronic wristbands that
17 were given to each person attending the festival. A person's wristband was linked to their
18 bank account or credit card and eliminated the need for cash transactions. Unfortunately,
19 this also left people with no cash and no access to cash once on the island. After arriving
20 on the island, people were left almost entirely to the mercy and whims of the Festival
21 organizers.

22 36. According to Vanity Fair Magazine, as early as March 14, those involved in
23 putting the festival on had knowledge or should have known, as it was readily apparent,
24 that the location was not capable of hosting the Fyre Festival and would not be ready to
25 host the festival in time for the April 28th start date.

26 37. By afternoon on Friday, April 28 2017, word was out about the unorganized
27 and unprepared conditions on Exuma at the Festival grounds. Plaintiffs on the island were
28 able to inform others not to travel if they had not already. The Fyre Festival website was

1 shut down other than a disclaimer from the organizers apologizing for postponing the
2 concert for “circumstances out of our control.” Musical acts cancelled their travel
3 arrangements to the Festival with the overwhelming majority never actually making it
4 there.

5 38. Despite knowing for at least a month that there was no viable solution to
6 hosting the Fyre Festival as planned; Defendants offered no warning to Plaintiffs that the
7 location they were headed to, or arrived at, would not be able to host an actual music
8 festival. Defendants made no attempt whatsoever to mitigate any of the damages that they
9 inflicted upon Plaintiffs.

10 **FIRST CAUSE OF ACTION, INDIVIDUALLY AND ON BEHALF OF THE CLASS**

11 **BREACH OF CONTRACT**

12 **(Against Defendants FYRE MEDIA, INC., BILLY MCFARLAND, JEFFREY**
13 **ATKINS, and DOES 1 through 50)**

14 39. Plaintiff incorporates by reference all preceding allegations as though fully
15 set forth herein. Each and every sale of a Fyre Festival Ticket and/or Fyre Festival Travel
16 Package to unsuspecting Plaintiffs and Class Members constitutes a breach of contract.
17 Defendants, through their advertisements, website, social media, promotional material
18 containing specifics for the festival, and representations made by Defendants’ agents, was
19 a promise to the consuming public that the Fyre Festival would live up to the stated
20 promises.

21 40. Plaintiff and Class Members were promised an unrivaled Music Festival
22 experience. Defendants breached their contract with Plaintiffs and Class Members by
23 failing to provide the Festival experience as promised, or at all, and instead delivered
24 nothing. Plaintiffs and Class Members paid for the Fyre Festival and did not receive the
25 benefit of their bargain.

26 41. Defendants misrepresentations caused Plaintiffs and Class Members to
27 purchase Fyre Festival tickets and travel packages. Without the widespread and uniform
28 dissemination of the false promise described herein, Plaintiff and Class Members would

1 not have purchased their Fyre Festival Passes and/or travel packages and certainly not for
2 the prices given. Plaintiffs and Class Members would not have even made an attempt to go
3 to the Fyre Festival had they known what was actually being delivered by Defendants.

4 42. As a direct and proximate result of Defendants' breach of contract, Plaintiffs
5 and The Class have been damaged in an amount to be proven at trial, which shall include,
6 but is not limited to, all compensatory damages, incidental and consequential damages, and
7 other damages allowed by law.

8 **SECOND CAUSE OF ACTION, INDIVIDUALLY AND ON BEHALF OF THE**

9 **CLASS**

10 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSION CODE § 17200**

11 **(Against all Defendants)**

12 43. Plaintiff incorporates by reference all preceding allegations as though fully
13 set forth herein. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§
14 17200, et seq., proscribes acts of unfair competition, including "any unlawful, unfair or
15 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

16 44. Defendants' conduct, as described herein, was and is in violation of the UCL.
17 First, Defendants' conduct violates the UCL by knowingly and intentionally concealing
18 from Plaintiff and Class Members that the Fyre Festival was not going to happen as
19 planned, marketed, and sold. Defendants engaged in unfair, deceptive, untrue, and
20 misleading advertising, marketing, and promotion of the Fyre Festival.

21 45. Defendants misrepresentations and omissions alleged herein caused
22 Plaintiffs and Class Members to purchase Fyre Festival passes and/or Travel Packages.
23 Absent those misrepresentations and omissions, Plaintiffs and Class Members would not
24 have purchased those Festival packages and passes at all. If Defendants had not
25 deliberately omitted key information regarding the Fyre Festival and accommodations,
26 Plaintiff and Class Members would never have purchased anything related to the Fyre
27 Festival.

28 46. Accordingly, Plaintiffs and Class Members have suffered injury in fact

1 including lost money or property as a result of Defendants' misrepresentations and
2 omissions.

3 47. Plaintiffs and Class Members seek to enjoin further unlawful, unfair, and/or
4 fraudulent acts or practices by Defendants under Cal. Bus. & Prof. Code § 17200. Plaintiff
5 and Class Members request that the Court enter such orders or judgments as may be
6 necessary to enjoin Defendants from continuing its unfair, unlawful, and/or fraudulent
7 practices, allow rescission, and restore to Plaintiff and Class Members any money it
8 acquired by unfair competition, including restitution and/or disgorgement, as provided in
9 Cal. Bus. & Prof. Code § 17203.

10 **THIRD CAUSE OF ACTION, INDIVIDUALLY AND ON BEHALF OF THE**
11 **CLASS**

12 **NEGLIGENT MISREPRESENTATION**

13 **(Against all Defendants)**

14 48. Plaintiff repeats, re-pleads, and realleges each and every allegation
15 contained in Paragraphs 1 through 41 of this Complaint, inclusive, as though fully set forth
16 herein.

17 49. Defendants represented that Fyre Festival was to be a "journey and
18 destination, a place where music, culture, and food combine, igniting our curiosities and our
19 passions over two weekends on one of the most sought after and secluded islands in the
20 world." Plaintiff's relied on this representation and similar representations that the Festival
21 would be an unparalleled experience.

22 50. As a proximate result of the acts and omissions set forth above, Plaintiff and
23 members of The Class have suffered damages in an amount subject to proof at time of trial.

24 **FOURTH CAUSE OF ACTION, INDIVIDUALLY AND ON BEHALF OF THE**

25 **CLASS**

26 **FRAUD**

27 **(Against all Defendants)**

28 51. Plaintiff repeats, re-pleads, and realleges each and every allegation

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- C. Injunctive relief in the form of a recall or free replacement program;
- D. Costs, restitution, damages, including punitive damages, and disgorgement in an amount to be determined at trial;
- E. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- F. An award of costs and attorneys' fees; and
- G. Any other relief the Court may deem appropriate.

I. DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, and all others similarly situated, hereby demand a jury trial for all claims so triable.

Dated: May 2, 2017

GIRARDI | KEESE

BY: John A. Girardi
John A. Girardi
Attorneys for Plaintiffs

05/02/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): John A. Girardi, Esquire Girardi Keese 1126 Wilshire Boulevard Los Angeles, CA 90017 State Bar No. 54917 TELEPHONE NO.: 213.977.0211 FAX NO.: 213.481.1554		FOR COURT USE ONLY
ATTORNEY FOR (Name): Plaintiffs		<div style="text-align: center;"> <p>FILED</p> <p>Superior Court Of California County Of Los Angeles</p> <p>MAY 02 2017</p> <p>R. Carter, Executive Officer/Clerk Robinson, Deputy</p> </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk		
CASE NAME: Chinery, et al v. FYRE Media, Inc., et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: BC 6 59988 JUDGE: DEPT:
<input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

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1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses

b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Four

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 2, 2017

John A. Girardi, Esquire

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

File this cover sheet in addition to any cover sheet required by local court rule.

If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.

Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)

Fraud (16)

- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
 - Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

SHORT TITLE: Chinery, et al v. FYRE Media, Inc., et al.

CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

ORIGINAL

FAXED

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases - unlawful detainer, limited non-collection, limited collection, or personal injury).

Table with 3 columns: A (Civil Case Cover Sheet Category No), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort, Uninsured Motorist, Asbestos, Product Liability, Medical Malpractice, and Other Personal Injury/Property Damage/Wrongful Death.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death
05/02/2011

SHORT TITLE: **Chinery, et al v. FYRE Media, Inc., et al.**

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10

Contract

Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6

Unlawful Detainer

Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

05/02/2017

SHORT TITLE: Chinery, et al v. FYRE Media, Inc., et al.

CASE NUMBER

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190 Election Contest	2
	<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9

10/20/2016

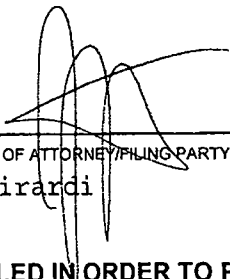
SHORT TITLE: <u>Chinery, et al v. FYRE Media, Inc., et al.</u>	CASE NUMBER
----------------------------------------------------------------	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: May 2, 2017



 (SIGNATURE OF ATTORNEY/FILING PARTY)
 John Girardi

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

05/02/2017