

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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DANIEL NORIEGA P/K/A ADORE DELANO,

Plaintiff,

- against -

PRODUCER ENTERTAINMENT GROUP, LLC
SIDEPEG RECORDS, LLC, DAVID CHARPENTIER,
TOMAS COSTANZA, ASHLEY LEVY,
PAUL COULTRUP, WORLD'S END (AMERICA), INC.,
BEVERLY MARTEL MUSIC, LLC, D/B/A
KILLINGSWORTH RECORDING COMPANY,
JOHN AND JANE DOES 1 THROUGH 25,

Defendants.
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SUMMONS

Index No. _____

Plaintiffs Designate
New York County as
Place of Trial

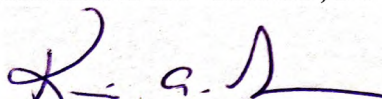
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance of the day of service. If this summons is not personally served upon you, or if this summons is served upon you outside of the State of New York, then your answer or notice of appearance must be served within thirty (30) days. In case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

The basis of venue is CPLR 501.

Dated: April 3, 2017
New York, New York

Respectfully submitted,

THE LANDAU GROUP, PC



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**COMPLAINT AND JURY
DEMAND**

Index No. _____

Plaintiffs Designate
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Plaintiff Daniel Noriega p/k/a Adore Delano ("Plaintiff" or "Noriega" or "Adore") by and through his undersigned attorneys, the Landau Group, PC, as and for his complaint against Defendants' Producer Entertainment Group, LLC ("PEG"), Sidepeg Records, LLC, and David Charpentier (collectively, "PEG Defendants"); and against Defendants' Tomas Costanza, Ashley Levy, Paul Coultrup, World's End (America), Inc., Beverly Martel Music, LLC, Killingsworth Recording Company (collectively, "Killingsworth Defendants"), alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff Daniel Noriega p/k/a Adore Delano ("Noriega" or "Adore") is an internationally renowned, and sought after, recording artist/personality. In the past 3 years, Adore has performed in hundreds of sold out concerts all over the world. During such tenure, Adore has also released 2 records: "Till Death Do Us Party" (on or about June 3, 2014), and "After Party"(on or about February 26, 2016). Both Albums debuted on Billboard Top 200, with "After Party" reaching #1 on the Billboard Top Dance and Electronic Albums.

2. Sales of Adore's albums range in the tens of thousands, while, simultaneous and ongoing downloads, and iTunes purchases of individual songs, range in the hundreds of thousands. To put Adore's popularity in proper context, some of Plaintiff's YouTube music videos have been viewed by nearly 10 million people.

3. Adore has also appeared as a regular on the popular television program entitled 'Rupaul's Drag Race All Stars', including participation with the show's international tour.

4. In short, Adore Delano is a lucrative brand, and has generated over \$2,500,000.00 in the past three years alone.

5. Adore, during said period, received less than \$300,000.00, a nominal fraction of what he was legally entitled too.

6. Defendants PEG and Charpentier have, over the course of the past three years, violated Plaintiff's trust and breached their fiduciary duties, by distributing to themselves upwards of \$2,000,000.00 in cash from Noriega's earnings and accounts.

7. PEG Defendants' concealed these distributions from Adore, through deception and intimidation.

8. First, PEG Defendants' would convince Adore that he was in tremendous financial shape, if he inquired, when in fact, they were draining his assets and leading him on a road that could have led to financial ruin.

9. Moreover, if Adore pressed the matter, PEG Defendants' threatened to ruin his career in the entertainment industry, and would order him to go back to work, and not question his finances.

10. When Adore, and/or his new assistant, inquired into the matter deeper, and tried to find out from Defendants why over 70% of his earnings were being distributed to PEG Defendants,

the equivocation, and cover up began. PEG Defendants' concocted conflicting, preposterous, and intentionally misleading stories, blaming Adore for cash distributions he knew nothing about, and of which he received no part.

11. These, and Defendants' other acts of misfeasance and malfeasance have caused substantial damage to Mr. Noriega, in excess of \$2,500,000.00.

PARTIES, JURISDICTION AND VENUE

12. Plaintiff Daniel Noriega p/k/a Adore Delano is an individual residing in Seattle, Washington.

13. Defendant Producer Entertainment Group ("PEG"), LLC, is a limited liability company, organized under the laws of the State of New York, with its principal place of business in New York, New York.

14. Defendant Sidepeg Records, LLC, is a limited liability company, organized under the laws of the State of New York, with its principal place of business in New York, New York.

15. Upon information and belief, Defendant David Charpentier is an individual residing in, and conducting business in New York, New York, is a signatory to the agreement with Noriega, and upon information and belief, is an owner, partner, manager, and/or officer of PEG.

Defendant Charpentier was Adore's manager during the relevant time period identified herein. Defendant Charpentier had access and control over the money Plaintiff earned as a result of his activities in the entertainment industry, including, over Adore's bank accounts. Upon information and belief, Defendant Charpentier is principally responsible for the theft, and other unlawful acts alleged herein.

16. Defendant Tomas Costanza ("Costanza") is an individual conducting business in New York, New York.

17. Defendant Ashley Levy (“Levy”) is an individual conducting business in New York, New York.

18. Defendant Paul Coultrup (“Shiny”) is an individual conducting business in New York, New York.

19. Defendant World’s End (America), Inc. (“World’s End”), is a corporation, incorporated under the laws of the State of New York, with a principal place of business in New York, New York.

20. Defendant Beverly Martel Music, LLC, is a limited liability company, organized under the laws of the State of California, with a principal place of business in Los Angeles, California.

21. Upon information and belief, Defendant World’s End is the parent company of Beverly Martel, and Defendant Killingsworth Recording Company.

22. Upon information and belief, Defendant Killingsworth Recording Company is an unincorporated entity conducting business in New York, New York, and Los Angeles, California. Upon information and belief, Defendant Killingsworth operates under the direction and control of Defendant Costanza, and Defendant World’s End

23. Plaintiff is ignorant of the true names and capacities of Defendants John and Jane Does 1 through 25 and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege these Defendants’ true names and capacities when ascertained. Upon information and belief, each of these Defendants is responsible in some manner for the events alleged herein and damages caused thereby.

24. At all times relevant hereto and in doing all that is alleged herein, each Defendant was an agent or employee of the other Defendants, acting within the scope of such agency or employment, directing, ratifying, or condoning the acts or omission of these Defendants alleged

herein, and with the knowledge of any Defendant attributable to all Defendants. Defendants conspired with each other in doing all that is alleged herein, making the actions of any Defendant attributable to all Defendants.

25. The parties' agreement provides for venue in a federal or state court in New York, New York. Therefore, venue is proper in this court under CPLR 501.

26. This Court has jurisdiction over Defendants pursuant to CPLR 301 as Defendants are New York limited liability companies that maintain a principal place of business within the State of New York.

STATEMENT OF FACTS

27. PEG Defendants' served as Adore's talent manager from December 2013 through the present. As Adore's manager, PEG Defendants' were also responsible for all financial aspects of Adore's career and income.

28. PEG Defendants' collected the vast majority of income, earnings, and compensation on behalf of Plaintiff, as well as placed themselves in a position whereby they exclusively controlled Adore's earnings.

29. PEG Defendants' unilaterally and without legal authority, created what was purportedly known as an "artist account" for Mr. Noriega. Defendants' were the fiduciary and signatory on this account, and had complete control and access to this account, and Noriega's earnings.

30. Any and all earnings, income, expenses, reimbursements, and distributions were purportedly to flow in and out of this account. Further, PEG Defendants' were to take their commissions from this account, after Noriega received payment.

31. For example, if Noriega was paid \$5,000.00, for a show in Chicago, then Manager was to deposit this \$5,000.00 into the artist account, allow Noriega to take his \$4,000 payment first, and

then Manager could take his \$1,000.00 commission fee (20%). However, the exact opposite occurred.

32. In reality, if Noriega was paid \$5,000.00 for a show, PEG Defendants' would take 50% of this right off the top. Noriega would never see this money. Then, PEG Defendants' would deposit the remaining \$2,500 into Noriega's artist account, or the promoter of the show would pay Adore this amount at the performance. However, PEG Defendants' embezzlement did not stop there.

33. PEG Defendants' would take an additional 20% commission, but would take this additional 20% from the initial \$5,000.00 fee from the show, leaving Noriega with \$1,500, from the initial 5,000 fee, reflected as follows:

5,000 (fee for show) – 2,500 (50% off the top) = 2,500 (deposit into artist account)
5,000 * . 2 = 1,000 (additional 20% taken by PEG)
leaving 1,500 for Noriega.

34. PEG Defendants' did this for every single show that Adore performed in over the course of the past 3 years. Therefore, at least 70% of Adore's earnings from the past three years was deliberately embezzled and converted by Defendants' through this fraudulent scheme.

35. When Plaintiff raised concerns to PEG Defendants', they provided Plaintiff with accounting statements for 2014 and 2015, and part of 2016. These statements are dubious at best, however, they provide insight in many aspects of PEG Defendants' fraud, embezzlement and conversion.

36. In each accounting statement, it indicates talent fee deposits and management fees for purportedly every show Adore performed in during the year.

37. For instance, on April 24, 2014, Adore Delano performed at “Estate” in Boston. Adore’s talent fee deposit for this show indicates “50% (\$1,250) received via wire 4/25.” However, the “management fee” for this event is indicated as “ $2500 \times 20\% = 500$.”

38. This is the same throughout the 2014 and 2015 accounting statements. For instance, on April 25, 2014, Adore Delano performed at Voyeur in Philadelphia – talent fee deposit “50% (\$1,000)”; however, the management fee is reflected as “ $-\$400$ ” based on “ $2000 \times 20\% = 400$.”

39. In the accounting statement for 2014, it indicates that PEG Defendants’ withdrew \$79,179.36 in management fees from the artist account. However, only \$203,120.49 is indicated for Talent Fee Deposits.

40. The parties’ agreement states that PEG shall receive 20% of the Artist’s Gross Monthly Earnings.

41. \$79,179.36 is 20% of \$395,896.5.

42. Therefore, even if PEG’s accounting statement is correct, which Plaintiff vehemently denies, then PEG Defendants’ admittedly converted upwards of \$200,000.00 of Plaintiff’s earnings for 2014. However, the actual number is likely much higher.

43. For instance, “Travel Reimbursement” is indicated as a positive deposit in the accounting statements. However, for every positive travel reimbursement deposit, there is a corresponding negative withdrawal, for the ticket(s) paid for (e.g. 3/14/2014: 2 Delta Airline Tickets stated for Adore Delano Transportation for “B-Bob’s Mobile AL” for “ $-\$795.5$ a piece [$-\$1,591$ total]; however, there is a \$1,591 Travel Reimbursement positive deposit immediately after.

44. In the 2014 accounting statement, \$45,952.04 is indicated for Travel Reimbursement, as positive deposits. However, \$45,952.04 is indicated as negative withdrawals for the purported travel expenses upon which the reimbursement is based.

45. Most contracts for the shows Adore performed in, included hotel accommodations and travel expenses, which Plaintiff assumes totaled at least \$45,952.04 for 2014, and which PEG Defendants' fraudulently concealed, and converted to their own use as well.

46. Similarly, in the 2015 Accounting Statement, \$83,203.15 is indicated in management fees; however, only \$219,419.75 is indicated in Talent Fee Deposits.

47. Again, the parties' agreement states that PEG shall receive 20% of the Artist's Gross Monthly Earnings.

48. \$83,203.15 is 20% of \$416,015.75.

49. PEG Defendants' admittedly converted upwards of \$200,000.00 of Plaintiff's earnings for 2015. However, the actual number is likely much higher.

50. Contained within the 2015 statement, over \$50,000 is indicated in Travel Reimbursements as positive deposits. However, those same positive deposits are also indicated as negative withdrawals for the purported travel expenses upon which the reimbursement is based. Therefore, as in 2014, in 2015, PEG Defendants' fraudulently concealed, and converted upwards of an additional \$50,000.00.

51. The fraud doesn't stop there either, but ran in less obvious ways, such as, many shows Adore performed in, have not even been included in these accounting statements, so therefore, Adore most certainly made significantly more than what can be discerned from the statements provided by PEG Defendants', alone.

52. Likewise, many of the other expenses claimed, besides travel and hotel accommodations, in the accounting statements are preposterous.

53. For example, after the vast majority of travel reimbursements, and after every management fee, is a "credit card processing fee." In general, this credit card processing fee is

around 10% of the management fee claimed, however, sometimes, the credit card processing fee is in excess of 10%. For example, on May 23, 2014, a \$700 management fee is claimed, however, immediately below the management fee, is an additional \$122.62 credit card processing fee; see also, June 6, 2014, where a management fee of \$800 is claimed, and immediately below an additional \$85.14 credit card processing fee is claimed. Hundreds of these credit card processing fees have been claimed in the accounting statements, which are blatantly fraudulent.

54. With the credit card processing fees, and the additional \$20,000.00 taken for the album, PEG Defendants' theft comes to over 80% of Adore's earnings, based on their own purported accounting statements alone!

55. A review of the 2016 accounting, that has been provided, reflects the same embezzlement, conversion and fraud.

56. As such, hundreds of separate cash transfers to PEG Defendants from Plaintiff's funds during the three (3) year period from December 2013 to December 2016, have been made, totaling upwards of \$1,000,000.00.

57. PEG Defendants' refuse to provide Plaintiff with any actual receipts for the years in question, and Plaintiff does not have PEG Defendants' banking records to indicate the precise amounts, and where said amounts were subsequently distributed among PEG Defendants, and other co-conspirators. Plaintiff continues to investigate, and there is likely more money that was stolen.

58. Plaintiff, and his counsel, have inquired into the foregoing with PEG Defendants', however, PEG Defendants', through their company lawyer, continue to equivocate, and concoct outlandish and preposterous stories.

59. PEG Defendants' therefore, engaged in, and continue to engage in a pattern of wrongful conduct in an apparent attempt to conceal their theft.

60. PEG Defendants' have used Plaintiff as their personal piggy bank, and at the same time, have kept him in the dark about his earnings and financial condition.

61. PEG Defendants have stolen over \$1,000,000.00 of Plaintiff's funds, and converted most of the rest to their own use, in denial or inconsistent with Plaintiff's rights thereto.

62. PEG Defendants' never told Plaintiff of their theft. To the contrary, PEG Defendants' regularly assured Noriega that everything was fine, and that he shouldn't question what was going on with his earnings. If Plaintiff questioned his finances, beyond a superficial inquiry, Defendants' would threaten him, and tell him that they would destroy his career.

63. PEG Defendants' made these representations with the intent to induce Plaintiff to believe that he was being paid what he was entitled to, to pacify him into a false sense of financial security, and to ensure that he would not be inclined to scrutinize the limited financial materials PEG Defendants provided, or to seek back up that might reveal the theft.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(Against Defendants' PEG and Charpentier)

64. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 63 of this Complaint as though set forth in full herein.

65. As set forth more fully above, Plaintiff had a written contract with PEG Defendants'.

66. Plaintiff performed under the contract.

67. PEG Defendants' breached its obligations under said agreement.

68. Plaintiff suffered substantial damages as a result of PEG Defendants' breach.

WHEREFORE, Plaintiff respectfully requests actual and compensatory damages in an amount in excess of \$1,000,000.00, plus costs, interest, and attorneys' fees; and for such other relief that the Court deems just and proper.

SECOND CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY
(Against Defendants' PEG and Charpentier)

69. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 68 of this Complaint as though set forth in full herein.

70. Plaintiff had a fiduciary duty with PEG Defendants'.

71. PEG Defendants' knowingly breached that duty.

72. Plaintiff suffered damages as a result of PEG Defendants' breaching their fiduciary duty.

WHEREFORE, Plaintiff respectfully requests actual and compensatory damages in an amount in excess of \$1,000,000.00, plus costs, interest, and attorneys' fees; and for such other relief that the Court deems just and proper.

THIRD CAUSE OF ACTION
CONVERSION
(Against Defendants' PEG and Charpentier)

73. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 72 of this Complaint as though set forth in full herein.

74. As set forth more fully above, PEG Defendants' wrongfully exercised the right of ownership over Plaintiff's earnings and funds throughout the duration of their management. Said earnings and funds belonged to Plaintiff.

75. PEG Defendants' embezzlement and conversion of Plaintiff's money, was in denial or inconsistent with Plaintiff's rights thereto.

76. As set forth above, there are specific identifiable funds that belonged to Plaintiff, which PEG Defendants' converted over a 3-year period. PEG Defendants' have an obligation to return said funds to Plaintiff, and had an obligation to treat said funds in a particular manner, that was specific to Plaintiff, and the funds in question.

77. Here, the money in question is specifically identifiable and segregated.

78. As set forth more fully above, Plaintiff has identified upwards of \$1,000,000.00 that is specifically identifiable and segregated and that was embezzled and converted by PEG Defendants', namely, including but not limited to: specific wire transfers that were wrongly taken out of Plaintiff's accounts; 50% of the money for shows Adore performed in, which were never deposited in his proper bank account, for which he solely controlled; unwarranted management fee withdrawals; travel and hotel expenses and travel reimbursements; 100's of completely unwarranted credit card processing fees; unwarranted compensation from album revenues.

79. Plaintiff had ownership, or possession of the money which is the subject of this action; and an immediate superior right of possession to the identifiable funds identified above.

80. PEG Defendants' exercised an unauthorized dominion and control over the money in question, to the exclusion of Plaintiff's rights.

81. The conduct of PEG Defendants' theft was and continues to be intentional, and in wanton and deliberate disregard of Plaintiff's rights, therefore, the imposition of exemplary and punitive damages is warranted, and should be assessed against PEG Defendants to punish PEG Defendants for such appalling and potentially criminal acts.

82. PEG Defendants' collectively, and each of them individually, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful,

malicious, intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of the rights, and welfare of Plaintiff, thereby justifying the award of punitive and exemplary damages.

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. Actual and compensatory damages in an amount in excess of \$1,000,000.00;
- b. Exemplary and Punitive Damages in an amount in excess of \$2,500,000.00;
- c. Attorney Fees, costs, and interest, in an amount to be determined by the Court; and
- d. For such other relief that the court deems just and proper.

FOURTH CAUSE OF ACTION
FRAUD
(Against Defendants' PEG and Charpentier)

83. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 82 of this Complaint as though set forth in full herein.

84. As set forth more fully above, PEG Defendants made material misrepresentations of fact to Plaintiff.

85. PEG Defendants' misrepresentations were made intentionally in order to defraud or mislead Plaintiff.

86. Plaintiff reasonably relied on the misrepresentations; and suffered damage as a result of his reliance on PEG Defendant's misrepresentations.

87. PEG Defendants knowingly concealed or suppressed a material fact from Plaintiff with an intent to defraud him.

88. PEG Defendants were under a duty to disclose this fact to Plaintiff based upon their relationship with Plaintiff regarding his compensation and wages; and as his manager and fiduciary.

89. The information that PEG Defendants' gave to Plaintiff was likely to mislead him for want of communication of that fact.

90. PEG Defendants' had exclusive knowledge of material facts regarding Plaintiff's services and compensation, and whether or not PEG Defendants would provide Plaintiff with his compensation for performing said services.

91. PEG Defendants embezzled and converted over a \$1,000,000.00 of Plaintiff's funds, and represented to him that they were compensating him properly and to not question his finances, or they would retaliate against him, and ruin his career in the entertainment industry.

92. Plaintiff had no knowledge of where his actual funds were going, that PEG Defendants' were stealing them, and was unaware of PEG Defendants plan to exclude him from his compensation that he was entitled to for his hard work.

93. Plaintiff was unaware of the fact that he had been cheated by PEG Defendants for over 3 years, and that they had absolutely no intention to pay him, or give him the compensation he had earned and justly deserved.

94. Plaintiff was unaware of the fact that PEG Defendants used his services, talent, and fame for over 3 years, but had no intention to pay him the vast majority of money he earned as a result of his talent, performances and fame.

95. Plaintiff was unaware of the fact that PEG Defendants used his services and talent to steal over \$1,000,000.00 from him, but had no intention to pay him this money.

96. If Plaintiff had been aware of the fact that PEG Defendants planned on stealing upwards of \$1,000,000.00 from him over the course of three years, he never would have agreed to have them as his managers, and dedicated 3 years of his life, to be robbed; had he been aware that this

was the result, he would have never agreed to have any relationship or association with PEG Defendants in the first place.

97. PEG Defendants' concealment or suppression of the facts set forth above has caused Plaintiff to sustain a substantial amount of damages that are continuing and ongoing.

Punitive Damages

98. The conduct of PEG Defendants' was fraudulent.

99. The tortious and fraudulent acts of these Defendants amounted to a wanton or reckless disregard

100. Further, the operation of PEG Defendants' business amounted to a wanton or reckless disregard of Plaintiff's rights, thus, under the circumstances, punitive damages may be awarded against these individuals, and the company as well.

101. PEG Defendants collectively, and each of them individually, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of the rights, and welfare of Plaintiff, thereby justifying the award of punitive and exemplary damages.

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. \$1,000,000.00 in compensation and back wages for the services rendered over the past 3 years, plus all interest, attorney fees and costs incurred herewith;
- b. Actual and compensatory damages for money stolen by Defendants' for Plaintiff's performances, services, talents, and contributions;
- c. Actual and compensatory damages for all gross profits made by Defendants as a result of Plaintiff's performances, talents, services and contributions;

- d. Punitive Damages in an amount in excess of the funds generated by Plaintiff over the past 3 years, believed to be in excess of \$2,500,000.00; and
- e. For such other relief that the court deems proper.

FIFTH CAUSE OF ACTION
UNJUST ENRICHMENT
(Against All Defendants')

102. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 101 of this Complaint as though set forth full herein.

Adore's Album Sales

103. Adore has released 2 Albums: "Till Death Do Us Party" (on or about June 3, 2014), and "After Party" (on or about February 26, 2016).

104. Both Albums debuted on Billboard Top 200, with "After Party" reaching #1 on the Billboard Top Dance and Electronic Albums.

105. Sales of Adore's albums range in the tens of thousands, while, simultaneous and ongoing downloads, and iTunes purchases of individual songs, range in the hundreds of Plaintiff's songs have appeared on various streaming websites and pay services millions of times. This has generated a substantial amount of compensation and earnings, which, upon information, and belief, is well in excess of \$300,000.00. However, upon information and belief, Adore has not been compensated for any of the sales and incomes generated by said album sales, and downloads.

106. Adore never entered into a separate agreement for his album, the sale of his songs, or to license his music, with any of the Defendants'.

107. Further, no record label agreement exists between the parties', however, PEG Defendants', without Adore's prior written consent and absent legal authority; formed a record

label to control every aspect of Plaintiff's album sales and collection of revenues, which were similarly misappropriated, as indicated below.

108. Adore wrote and performed every song that appears on both albums.

109. The total album sale revenues stated for Adore's first album is \$119,065.77 in the 2014 accounting statement. Adore's earnings for this album is stated as \$23,813.15 in the 2014 statement.

110. However, consistent with PEG Defendants' theft, PEG Defendants' are stated as taking a \$23,815.15 commission. 20% of \$23,815.15 is not \$23,815.15, it is \$4,763.03.

Killingsworth Defendants' Participation In Perpetrating Status Fraud

111. Further, 3 other people (Defendants' Shiny, Ashley, and Tomas) are indicated as being given an additional \$23,815.15 each.

112. In addition to this, Tomas is indicated as being paid an additional \$32,000 in the 2014 accounting statement.

113. Tomas is short for Tomas Costanza, who served as the record producer on Adore's album. Further, Ashley, is short for Ashley Levy, who also worked with Adore on the album. Moreover, Shiny is short for Paul Coultrup, who purportedly also worked with Adore of the album.

114. Defendants' Costanza, Levy and Coultrup work at Killingsworth Record Company, a recording studio in Hollywood, California, which upon information and belief is owned by Defendant World's End.

115. Defendant Costanza runs and operates Killingsworth Record Company, and recording studio.

116. In the 2015 accounting statement produced by PEG Defendants', Killingsworth Record Company is stated, instead of Tomas or Ashley, and is indicated as being paid \$28,534.91 for 2015.

117. In an accounting statement produced by PEG Defendants', dated December 13, 2016, Ashley, Tomas and Shiny are indicated as receiving 50% from any and all revenues from Adore's albums, including, all records sales, sales from individual songs/I-tunes, and streams, after PEG's 20% commission.

118. This statement came as a shock to Plaintiff, and as an utter betrayal.

119. Over the past 3 years, unbeknownst to Plaintiff, the Killingsworth Defendants, have been paid upwards of \$210,000.00, from PEG Defendants', out of Plaintiff's money, and the earnings Plaintiff derived from the sale of his albums, and songs.

120. PEG Defendants' are indicated as taken 20% from any and all gross revenues and earnings from Adore's albums, including record sales, sales from individual songs/I-tunes, and streams.

121. The December 2016 statement indicates that total revenue from both albums was in excess of \$300,000.00, however, the actual amount is likely much higher.

122. As such, consistent with the PEG Defendants' other theft, 90% of all revenues generated by Adore's album was taken by PEG Defendants' and Killingsworth Defendants. Ninety percent! The other 10% was paid to the Killingsworth Defendants' to pay for production costs, and studio time, which Defendants illegally withdrew from Plaintiff's bank account.

123. As such, to date, Adore has not been paid any money from the sale of his albums, and songs. Instead, similar to his earnings from concerts and performances, all revenue from his

albums and songs, has been taken, stolen, embezzled, and divided up between the Killingsworth Defendants, and Defendants' PEG and Charpentier.

124. All Defendants' were enriched at Plaintiff's expense.

125. It is against equity and good conscience to permit the Killingsworth Defendants' or the PEG Defendants to retain what is sought to be recovered by Plaintiff, namely, over \$300,000.00 in revenues from the sales of his albums and songs; and complete control and ownership over all of his music that has been recorded, licensed, or sold by any of the Defendants' named herein; or that Defendants' claim an interest or ownership in.

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. A comprehensive accounting of all gross monies, and revenues paid from PEG Defendants' to the Killingsworth Defendants';
- b. A comprehensive accounting of all gross monies, and revenues derived from any and all sales of Plaintiff's albums and songs, including, but not limited to: actual record sales, the sale of individual songs, or complete albums, sold, and/or downloaded, on I-Tunes, Google Play, Amazon, or similar services, all revenues and sales derived from streaming services such as Pandora Spotify, Apple, I Heart Radio, or similar services, any and all revenues and monies derived from licensing Adore's song on any platform, such as radio, Television, movies, and any and all domestic and international distribution deals, licensing agreements; recording agreements;
- c. Actual and compensatory damages in excess of \$300,000.00, plus all interest, attorney fees and costs incurred herewith; and
- d. For such other relief as the court deems just and equitable.

SIXTH CAUSE OF ACTION
MISAPPROPRIATION OF LABOR, SKILLS AND EXPENDITURES

(Against All Defendants')

126. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 125 of this COMPLAINT as though fully set forth herein.

127. Defendants' misappropriated Plaintiff's labor, skills, expenditures and good will, and displayed some element of bad faith in doing so.

128. Plaintiff spent over three years of his life, and thousands of working hours, on live performances, creating music, recording his music, and numerous other services and creations.

129. Defendants' defrauded Plaintiff out of his labor, skills, expenditures and good will, through deception and by abusing their relationship with Plaintiff.

130. Defendants' misappropriation was committed in furtherance of Defendants' business and within the scope of their employment of said business.

131. Plaintiff suffered damages as a result of Defendants' misappropriation.

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. \$1,000,000.00 in compensation and back wages for the services rendered over the past 3.25 years, plus all interest, attorney fees and costs incurred herewith;
- b. Actual and compensatory damages for all of the money of Plaintiff's stolen by Defendants' for Plaintiff's performances, services, talents, and contributions;
- c. Actual and compensatory damages for all gross profits made by Defendants' as a result of Plaintiff's performances, music, talents, services and contributions;
- d. Actual and compensatory damages for any and all money derived from Plaintiff's album sales, in excess of \$300,000.00, not including interest, costs, and attorneys' fees;
- e. Punitive Damages in an amount in excess of the funds generated by Plaintiff over the past 3 years, believed to be in excess of \$2,500,000.00; and

f. For such other relief that the court deems proper.

SEVENTH CAUSE OF ACTION
CONSTRUCTIVE TRUST
(Against Defendants' Charpentier and PEG)

132. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 131 of this Complaint as though fully set forth herein.

133. Plaintiff had a confidential or fiduciary relationship with Defendants in regards to all of his compensation, and money, and in regards to all aspects of his professional career in the entertainment industry.

134. Defendants' promised to provide Plaintiff with the compensation he was due, and to look out for his best interests.

135. Plaintiff transferred his trust and funds to Defendants' in reliance thereon. Defendants' were unjustly enriched as a result, with taking more than \$1,000,000.00 of Plaintiff's funds, in addition to holding a license over Plaintiff's creative materials, such as his music, and other products and merchandise.

136. Defendants acquired Plaintiff's money, and property under such circumstances that Defendants may not in good conscience retain the beneficial interest in such money and property.

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. That the Court impose a Constructive Trust over all bank accounts, assets and property of Defendants' PEG and David Charpentier, and intellectual property of Plaintiff's, including, but not limited to the following:
 - i. Any and all bank accounts, real property, and personal property of Defendants';
 - ii. Any cash, held by Defendants', or incoming for the near future;
 - iii. any intellectual property of Plaintiff's held by Defendants;

- iv. any money acquired, raised, or produced from said intellectual property or from the services or creative materials of Plaintiff;
- v. all investment monies raised by Defendants'; and
- vi. all monies received, acquired, or retained by Defendants beginning December, 2013 through the present as a result of Plaintiff's performances, music, ticket sales, music downloads and sales, concert tours, or otherwise.

EIGHTH CAUSE OF ACTION
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ("RICO")
(Against All Defendants')

137. Plaintiff repeats, repleads and incorporates by reference each and every allegation of paragraphs 1 through 136 of this Complaint as though fully set forth herein.

138. Defendant Charpentier, and other employees and officers of PEG, embezzled funds from Plaintiff entrusted to him, in at least 2 ways.

139. First Defendant Charpentier embezzled funds that were paid to him directly by a concert promoter or venue, where Adore performed. These funds were required to be deposited into Adore's account or paid to him, as partial payment for the performance. The amount embezzled by Charpentier was always 50% of the fee for the performance.

140. Defendant Charpentier never deposited this 50% into Adore's account, for any performance Adore ever gave.

141. For instance, if Adore was to be paid \$1,000 for a performance; \$500 of that would be paid by the promoter, or venue, to Defendant Charpentier before the performance, like a deposit, and usually in cash. Defendant Charpentier would pocket this money, keep it for himself, and not deposit it into Adore's account.

142. The other 50% of the fee was deposited into an account that Defendants' PEG and Charpentier called an artist account, or would be paid directly to Adore by the promoter at the show.

143. Out of this 50%, Defendant Charpentier would withdrawal an additional 20% commission/management fee, however, Charpentier would take this 20% commission/management fees, off of the entire fee given for the performance, not the 50% fee deposited. Therefore, if Charpentier deposited \$500 into the artist account for the performance, or if this amount was given to Adore by the promoter at the show, Charpentier would take an additional \$200 commission/management fee out of the artist account, on top of the initial \$500 deposit.

144. As such, Charpentier would embezzle 70% of every dollar Adore was paid, for every performance Adore gave over the past three years.

145. At the present time, and without PEG Defendants' bank records, it is nearly impossible to ascertain the precise amount of money Charpentier embezzled over this 3 year period through his fraudulent scheme, however, based upon the records supplied by PEG Defendants', its is likely well in excess of \$1,000,000.00, and that's just for Adore's performances, and concerts.

146. Defendant Charpentier did this hundreds of times, for essentially every performance and concert Adore ever gave over the past 3.25 years. This includes hundreds of concerts, and performances that Adore has given and performed in all over the world.

147. Defendant Charpentier therefore engaged in a pattern of racketeering, and directly participated in hundreds of acts of fraud and embezzlement over a 3 year period in violation of 18 USC 1341.

148. As set forth more fully above, Defendant Charpentier and Defendants' Costanza, Levy and Coultrup, used a similar scheme or artifice in defrauding and embezzling essentially every dollar generated by the sales of Adore's albums and songs.

149. Upwards of 90% of all revenues generated by Adore's album was taken by PEG Defendants' and Killingsworth Defendants.

150. In an accounting statement produced by PEG Defendants', dated December 13, 2016, the Killingsworth Defendants (Defendants Levy, Costanza and Coultrup) are indicated as receiving 75% from any and all revenues from Adore's albums, including, all records sales, sales from individual songs/I-tunes, and streams, dating back to at least May of 2014, after accounting for PEG Defendants' 20%. Therefore, PEG Defendants and Killingsworth Defendants have been receiving these unlawful distributions, on a consistent basis, for over a 2 year, unbeknownst to Plaintiff, and without any legal justification to said distributions.

151. Thus, Defendant Charpentier, through PEG, and Defendants' Costanza, Levy, and Coultrup, through World's End and Killingsworth, have defrauded and embezzled upwards of \$300,000.00, of Plaintiff's money, and the earnings derived from the sales of his albums, and songs.

152. PEG Defendants' and Killingsworth Defendants have taken these unlawful distributions on dozens of occasions, from any revenue that has come in from the sale of Plaintiff's albums and songs, over the past 2 ½ years.

153. Defendants Charpentier, Costanza, Levy, and Coultrup, have therefore engaged in a pattern of racketeering, and directly participated in dozens of acts of fraud and embezzlement over a 2 ½ year period in violation of 18 USC 1341.

154. Defendants' scheme against Adore, the acts of mail fraud and embezzlement, constitute a pattern under RICO because of their relationship and similarity to one another and their continuity over a more than 3 year period.

155. The damages that Adore has sustained as a result of this pattern of racketeering activity is at least equal to the damages that result from the sum of the predicate acts of mail fraud and embezzlement.

156. Since the mail fraud in this case was perpetuated to cover up a scheme of embezzlement, Adore's damages are measured by the amounts embezzled by Charpentier; Costanza, Levy and Coultrup.

157. Defendant Charpentier used PEG, and PEG officers and employees, to perpetuate this fraud and embezzlement against Adore. Defendants Costanza, Levy, and Coultrup, used Defendants' World's End/Killingsworth, its officers and employees, to perpetuate their fraud and embezzlement against Adore.

158. The racketeering activities of PEG Defendants and Killingsworth Defendants, constitute a pattern, and participation in an enterprise; the activities of which, affect interstate and foreign commerce.

Treble Damages Table (18 USC §§ 1962 and 1964)

Defendant Claim for Relief	RICO Enterprise	Compensatory Damages	Treble Damages
Defendant Charpentier	Defendant PEG	\$1,075,000.00	\$3,225,000.00
Defendant Costanza	Defendant World's End; Beverly Martel, Killingsworth	\$75,000.00	\$225,000.00
Defendant Levy	Defendant World's End; Beverly Martel, Killingsworth	\$75,000.00	\$225,000.00
Defendant Coultrup	Defendant World's End; Beverly Martel, Killingsworth	\$75,000.00	\$225,000.00

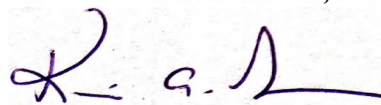
WHEREFORE, Plaintiff respectfully requests the following relief:

- a. Compensatory and trebled damages in the amount of \$3,225,000.00, against Defendants' PEG and Charpentier;
- b. Compensatory and trebled damages in the amount of \$225,000.00, against Defendants' Costanza, World's End, Beverly Martel, and Killingsworth;
- c. Compensatory and trebled damages in the amount of \$225,000.00, against Defendants' Levy, World's End, Beverly Martel, and Killingsworth;
- d. Compensatory and trebled damages in the amount of \$225,000.00, against Defendants' Coultrup, World's End, Beverly Martel, and Killingsworth; and
- e. attorneys' fees, interest, costs, pursuant to RICO statute.

Dated: New York, New York
April 3, 2017

Respectfully submitted,

THE LANDAU GROUP, PC



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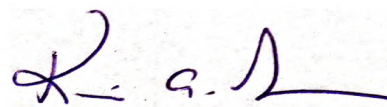
JURY DEMAND

Plaintiff demands a trial by jury, on all issues so triable.

Dated: New York, New York
April 3, 2017

Respectfully submitted,

THE LANDAU GROUP, PC



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