

FILED

2011 APR 20 AM 8:15

IN THE FRANKLIN COUNTY MUNICIPAL COURT

Nathan Pettry :
1893 Solera Drive, Apt. C :
Columbus, OH 43229 :

Wallace Entertainment, LLC :
6118 Busch Boulevard :
Columbus, OH 43229 :

Plaintiffs, :

vs. :

Joseph Foreman, p/k/a "Afroman" :
903 Baier Rd. :
Crossville, Tennessee 38571 :

Hungry Hustler Tours, LLC :
903 Baier Rd. :
Crossville, Tennessee 38571 :

Defendant. :

Case No. _____

Judge _____

FRANKLIN COUNTY
MUNICIPAL COURT
LORI M. TYACK

COMPLAINT

1. Plaintiff Nathan Pettry is an Ohio resident whose address is 1893 Solera Drive, Apt. C, Columbus, OH 43229
2. Plaintiff Wallace Entertainment, LLC is an Ohio limited liability company with its principal place of business at 6118 Busch Boulevard, Columbus, Ohio 43229.
3. Upon information and belief, Defendant Joseph Foreman is an individual with an unknown residence, but who receives mail at 903 Baier Rd., Crossville, Tennessee 38571.
4. Defendant Hungry Hustler Tours, LLC is a limited liability company of unknown origin and receives mail at 903 Baier Rd., Crossville, Tennessee 38571.
5. Jurisdiction and venue in this Court are proper.

FACTS

6. Defendant Joseph Foreman ("Afroman") is a professional musician and rapper, performing under the name "Afroman."

7. Afroman, who was nominated for a Grammy Award in 2002, is best known for his hit single, "Because I Got High."
8. Defendant Hungry Hustler Tours, LLC ("Hungry Hustler") is an agent of Afroman, responsible for booking live performances on Afroman's behalf.
9. In early February, Plaintiff Nathan Pettry, a concert promoter, entered into a contract with Hungry Hustler to secure the services of Afroman for a live performance at The Patio at the Continent, a music venue owned and operated by Plaintiff Wallace Entertainment, LLC ("The Patio").
10. The contract, which was executed for Hungry Hustler by Tom Evans, called for a concert on April 9, 2011 at The Patio. A copy of the contract is attached hereto as Exhibit A.
11. Within three days of the execution of the contract, Pettry sent a money order to Afroman (made out to Joseph Foreman) at 903 Baier Rd., Crossville, TN in the amount of \$1,000.00.
12. With a signed contract and a deposit paid, Pettry began to promote the April 9 Afroman concert on behalf of The Patio. The Patio and Pettry, individually, incurred expenses as a result of the concert promotion. Indeed, more than one hundred tickets were sold for the event in advance.
13. Approximately one week after the contract was executed, Pettry spoke with Tom Evans, a representative of Hungry Hustler. At that time, Evans attempted to change the date of the engagement from April 9, 2011 to a date in May 2011. After Pettry explained that he could not change the April 9, 2011 date, Evans agreed that Afroman would perform at The Patio on April 9, 2011.
14. Pettry attempted to contact Hungry Hustler and Tom Evans numerous times during the week of April 9, 2011 to confirm details for Afroman's appearance. Neither Afroman, nor Tom Evans returned any of Pettry's calls.
15. On April 9, 2011, Afroman did not perform at The Patio. As a result of Afroman's failure to perform, Pettry and The Patio had to provide refunds for all of the people who purchased tickets. Further, The Patio lost a substantial amount of revenue from bar and food sales.
16. Afroman, and/or his representative, Hungry Hustler, forgot to reserve the date of April 9, 2011, despite having received a signed contract and deposit, resulting in Afroman failing to perform on April 9, 2011.

COUNT ONE – BREACH OF CONTRACT

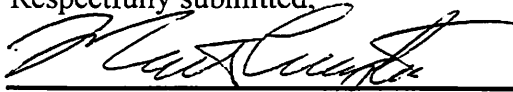
17. Plaintiffs hereby reincorporate the allegations in paragraphs one through sixteen, as if fully restated herein.
18. A valid contract existed between Plaintiffs and Defendants for Afroman to perform at The Patio on April 9, 2011. A copy of the contract is attached hereto as Exhibit A.
19. Plaintiffs, by executing the contract and paying a \$1,000 deposit, which was provided by Wallace Entertainment, LLC, to Afroman, fully performed their obligations on the contract.
20. Defendants breached the contract because Afroman failed to appear at the The Patio on April 9, 2011.
21. Plaintiffs suffered damages as a result of Defendants' breach of contract. Plaintiffs' damages consist of the lost deposit, expenses for promotion, lost profits, ticket refunds, and lost goodwill.

COUNT TWO - UNJUST ENRICHMENT

22. Plaintiffs hereby reincorporate the allegations in paragraphs one through twenty-one, as if fully restated herein.
23. Plaintiffs paid a deposit of \$1,000 to Defendants in connection with the contract executed by Defendants.
24. Despite failing to honor the contract, Defendants knowingly retained the \$1,000 deposit paid by Plaintiffs.
25. Retention of said deposit is unjust under the circumstances and caused damages to Plaintiffs.

WHEREFORE, Plaintiff demands a judgment against Defendants in an amount less than \$15,000, which consists of compensatory and punitive damages, attorney's fees, and any other amount this Court finds to be just.

Respectfully submitted,



Matthew D. Crumpton (0082095)

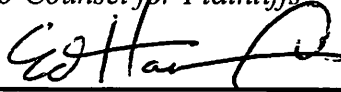
Crumpton Law LLC

1441 King Ave., STE 109

Columbus, OH 43212

Phone: (614) 488-5600

Co-Counsel for Plaintiffs



Edward W. Hastie, III (0079438)

Hastie Law Offices, LLC

1441 King Ave., STE 101

Columbus, OH 43212

Phone: (614) 488-2800

Co-Counsel for Plaintiffs

EXA

Hungry Hustler Tours LLC.

(A Division of Hungry Hustler Records)

RIDER ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 13th day of March 2011, between the undersigned purchaser of music (herein called "purchaser") and the undersigned artist(s) / musician(s).

It is mutually agreed between the parties as follows: The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those on the reverse side hereof entitled "Additional Terms and Conditions."

CAST: AFROMAN
 DATE: Saturday, April 9, 2011
 CITY, STATE: Columbus, Ohio
 VENUE: The Patio at the Continent; Bran or Pat at (614) 825-1492
 ADDRESS: 618 Bush Blvd.
 REPORT TO: Nathan Petry; (614) 743-1804
 CAPACITY: 300
 TICKET PRICE: \$15/\$20
 LOADIN: 11:30pm
 SHOWTIME(S): 12am
 TYPE OF SHOW: Indoor/Club
 LENGTH: 60 min +

Wages agreed upon guaranteed rain or shine to be paid in "CASH ONLY" (unless otherwise noted) in U.S. Dollars to leader or his representative "UPON DEMAND" as stated in method of payment "NO CHECKS."

WAGE AGREED UPON IN U.S. DOLLARS: \$3,000.00

METHOD OF PAYMENT: Certified Check/Money Order (CASH ONLY day of show)

Deposit (Standard date): \$1000.00 due by 2:15 PM on 4/2/2011 (Standard date): \$2,000.00

THIS CONTRACT MAY BECOME VOID IF PURCHASER FAILS TO SIGN AND RETURN SAME AND REQUIRED DEPOSIT HAS NOT BEEN RECEIVED WITHIN 10 DAYS OF DATE ISSUED.

REMARKS: No advertising or publicity of any kind until contract and riders are returned and signed by both parties and the required deposit has been received. Any attachment becomes a part of this contract. Buyer note: THIS DATE IS NON-CANCELLABLE BY BUYER. If date is cancelled by buyer, any monies, deposits, etc. will not be returned. If any and all stipulations of this contract are not met buyer forfeits date(s). Buyer agrees to pay all state and local taxes. Make all money orders and certified check out to: "Joseph Foreman," if you plan on sending a money wire (Money gram, Western Union, ect.) DO NOT MAKE CHECKS OUT TO "Tom Evans or Tommy Boy Productions" if Artist cancels for any reason other than the agreed upon terms Deposit will be returned in the full amount of the \$1000.00 deposit.

IN WITNESS WHEREOF, the parties hereto set their names and seals on this day and year first above written.

Talent Buyer's Name
 Signature

Agent Name
 Signature
 Tom Evans
 Tour Manager
 903 Baier Rd.
 Crossville, TN 38571

(ADDITIONAL TERMS AND CONDITIONS CONTINUED)

(ADDITIONAL TERMS AND CONDITIONS)**BE IT FURTHER AGREED**

PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

In the event of sickness or of accident to ARTIST or any of member thereof, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of the ARTIST, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST's obligations as to such performances shall be deemed waived and the entire deposit shall be returned to PURCHASER. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force major event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.

In the event PURCHASER refuses or neglects to provide any of the items to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts therefore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed compensation herein set forth. In addition, if PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If purchaser fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

PURCHASER agrees that ARTIST, in its sole discretion, may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least (30) thirty days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this contract within 10 days from the date hereof.

ARTIST shall have exclusive control over the production, presentation and performance of the engagement hereunder as well as means and methods employed in fulfilling each obligation of ARTIST hereunder in all respects and in all details. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST(s) specifically named herein.

ARTIST hereby indemnifies and holds PURCHASER, as well as their respective agents, promoters, representatives, principals, employees, officers and directors, harmless from and against any loss, damage and expense, including reasonable attorney's fees incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of a) PURCHASER's act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

Tom Evans d/b/a Tommy Boy Productions acts herein as agent only for artist on contract and is not responsible for any act or omission on the part of either ARTIST or PURCHASER. In furtherance thereof and for the benefit of Tommy Boy Productions, it is agreed that neither PURCHASER nor ARTIST will name or join Tommy Boy Productions as a party in any civil action or suit arising out of, in connection with, or related to any act(s) or omission(s) of PURCHASER or ARTIST. In the event of any claim between the parties, Tommy Boy Productions shall have the right to bring an interpleaded action in the event it is holding disputed monies.

This contract (a) cannot be assigned or transferred without written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, waived or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be the governed laws of the city / state of Crossville, Tennessee set forth in the letterhead address in the top of this contract, regardless of the place of performance unless otherwise provided in the attached Artist rider.

**THE ATTACHED RIDERS ARE PART OF THIS CONTRACT
EACH COPY MUST BE SIGNED**

THE ATTACHED RIDERS ARE PART OF THIS CONTRACT
EACH COPY MUST BE SIGNED

1. (1) Three (3) channel minimum P.A. *NP*
2. (2) Stage Monitors *NP*
3. (1) Audio Mic for Vocals (Shure 58 or compatible) *NP*
4. (1) Audio Mic for Instrument (Shure 58 compatible) *NP*
5. (1) Micro-boom Mic Stand *NP*
6. (1) Standard Mic stand *NP*
7. (1) Standard guitar Stand *NP*
8. (1) RCA stereo input and (1) 1/4in balanced input *NP*
9. ~~(1) smoke free dressing room with private bathroom (ad friendly)~~
10. (1) Merchandise sales area near entrance *NP*
11. (1) Full time stage security (No stage access during performance allowed) *NP*
12. (1) Personal Security (for crowd control during meet and greet and merchandise signing) *NP*
13. (2) Bottles of "Colt 45" brand beer *NP*
14. (5) Chilled bottles of water (any brand) *NP*
15. (2) Clean white hand towels *NP*