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12 Attorneys for Plaintiff
 SANDY HACKETT

14 UNITED STATES DISTRICT COURT
 15 DISTRICT OF NEVADA

16 SANDY HACKETT, an individual,

17 Plaintiff,

18 vs.

19 RICHARD FEENEY, an individual;
 ARTHUR PETRIE, an individual; TRP
 20 ENTERTAINMENT, LLC, a Nevada
 limited liability company, PLAYLV
 21 GAMING OPERATIONS, LLC d/b/a
 PLAZA HOTEL AND CASINO, a
 22 Nevada limited liability corporation,
 BROADWAY BOOKING OFFICE
 23 NYC, LTD, a New York corporation,

24 Defendants.

CASE NO.

**COMPLAINT FOR COPYRIGHT
 INFRINGEMENT, RESCISSION,
 DISSOLUTION OF LIMITED
 LIABILITY COMPANY; FRAUD;
 CONSPIRACY TO COMMIT
 FRAUD; BREACH OF FIDUCIARY
 DUTY; BREACH OF CONTRACT;
 MISAPPROPRIATION OF RIGHT
 OF PUBLICITY; DECLARATORY
 RELIEF; CONSTRUCTIVE
 TRUST; FOR AN ACCOUNTING**

DEMAND FOR JURY TRIAL

[Pro Hac Vice applications under LR
 IA 10-2 being filed forthwith.]

26 Sandy Hackett's business "partners" victimized and discarded him, instead of
 27 rewarding him for creating, writing and producing his hit Las Vegas stage
 28 production of "The Rat Pack Is Back." Causing a rift with his wife, callously

1 preying on the emotional distress resulting therefrom, raising the specter of being
2 deprived of his interest in the show he created, back-dating documents and
3 deceitfully offering false promises of protection, Richard (“Dick”) Feeney and
4 Arthur Petrie schemed to misappropriate all of Mr. Hackett’s interest in the show.
5 Having profited handsomely from the creative juices squeezed from Mr. Hackett,
6 they now hope to cast aside the peel and keep the profits for themselves.

7 For his Complaint, plaintiff Sandy Hackett (“Plaintiff”) alleges:

8 1. The Court has subject matter jurisdiction over Plaintiff’s claims
9 pursuant to 28 U.S.C. §§ 1331 and 1338 in that Plaintiff seeks relief against the
10 defendants under §§ 501 *et seq.* of the Copyright Act of 1976, 17 U.S.C. § 101
11 *et seq.*, and the Court has supplemental jurisdiction under 28 U.S.C. § 1367 over any
12 claims arising under state law because those claims are so related to the claims in
13 the action within the Court’s original jurisdiction that they form part of the same
14 case or controversy under Article III of the United States Constitution.

15 2. Venue lies within this Court pursuant to 28 U.S.C. §§ 1391(b)(1) - (2)
16 and 1400(a) in that all defendants reside in this District, and that a substantial part of
17 the events or omissions giving rise to Plaintiff’s claims occurred in the District of
18 Nevada.

19 **THE PARTIES**

20 3. Plaintiff Sandy Hackett is an individual.

21 4. Defendants Richard Feeney (“Feeney”) and Arthur Petrie (“Petrie”) are
22 individuals who reside in Las Vegas, Nevada.

23 5. Defendant TRP Entertainment, LLC (“TRP”) is a Nevada limited
24 liability company with its principal place of business in Las Vegas, Nevada.

25 6. Defendants Feeney, Petrie, and TRP are referred to collectively herein
26 as the “TRP Defendants.”

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1 7. Defendant PlayLV Gaming Operations (“PlayLV”), is a Nevada limited
2 liability corporation that, on information and belief, owns, operates, and does
3 business as the Plaza Hotel and Casino in Las Vegas, Nevada.

4 8. Defendant Broadway Booking Office NYC, Ltd. (“BBO”) is a New
5 York corporation with its principal place of business in New York City.

6 **FACTS COMMON TO ALL CLAIMS**

7 **A. Plaintiff Created and Owns the Copyright In the Production**

8 9. Plaintiff, the son of legendary comedian, Buddy Hackett, is an actor,
9 comedian, emcee, producer, and writer who has performed for audiences across the
10 United States and abroad for over thirty years. Plaintiff had his professional debut
11 on “Rowan & Martin’s Laugh-In” at the tender age of 11 and since then has
12 performed on television, including on his own nationally syndicated talk show, on
13 radio, in feature films, at comedy clubs, and in showrooms and casinos in Las
14 Vegas, Atlantic City, Canada, Mexico, and even New Zealand. Plaintiff has owned
15 and operated comedy clubs at casinos in Las Vegas and Laughlin, including “Sandy
16 Hackett’s Comedy Club” at the Greek Isles Hotel & Casino in Las Vegas.

17 10. In or about 2001, Plaintiff created and wrote the manuscript for a play
18 that forms the basis of a successful stage production referred to, at various times, as
19 “The Tribute to Frank, Sammy, Joey and Dean” and “The Rat Pack is Back”
20 (hereinafter, the “Production”). The Production has been performed to great success
21 in Las Vegas casinos, among other venues, including touring shows, since in or
22 about 2002. Plaintiff is and was the author, creator, and producer of the Production
23 and also played the role of Joey Bishop in the Las Vegas show from the inception.

24 11. Plaintiff created, authored, and is the registered owner of the copyright
25 in the manuscript for the Production, which consists wholly of original material and
26 was and is copyrightable matter under the laws of the United States. A claim of
27 copyright in the manuscript for the Production was registered and recorded with the
28 United States Copyright Office in favor of Plaintiff. The Certificate of Registration

1 for the manuscript for the Production is dated and identified as follows: June 7,
2 2005, No. PA 1-284-402. A true and correct copy of the Certificate of Registration
3 is attached hereto as **Exhibit "A."**

4 **B. Plaintiff and Defendants Exploit the Production**

5 12. Plaintiff and defendants Feeney and Petrie entered into an Operating
6 Agreement ("Agreement") dated effective February 15, 2002 with respect to
7 corporate defendant TRP, a Nevada limited liability company. A true and correct
8 copy of the Agreement is attached hereto as **Exhibit "B."**

9 13. The Agreement provides that Plaintiff, Feeney, and Petrie are the sole
10 members of TRP, with Feeney and Plaintiff each owning a 40% interest in TRP, and
11 Petrie owning a 20% interest. The Agreement further provides that the purpose of
12 TRP is to engage in the business of producing and marketing "Theatrical Shows."

13 14. The Production is the primary theatrical show that TRP has produced
14 and marketed since 2002. TRP has marketed and produced the Production in
15 numerous venues, including at the Plaza Hotel and Casino in Las Vegas, owned and
16 operated by defendant PlayLV, at the Greek Isles Hotel & Casino in Las Vegas, and
17 numerous shows in other cities in the U.S. The Production has generated substantial
18 revenues and profits since its inception. Defendant BBO is and for some period of
19 time has been a booking agent for the Production.

20 **C. Defendants Feeney and Petrie Defraud Plaintiff**

21 15. In or about Fall 2006, Defendant Feeney orchestrated a campaign of
22 causing marital discord between Plaintiff and plaintiff's wife, in an effort to make it
23 appear that Plaintiff had to sell his interest in TRP to Defendants Feeney and Petrie.
24 Defendant Feeney carried on a bitter campaign in the press maligning Plaintiff's
25 wife, fueling marital problems for Plaintiff, and causing Plaintiff to be distraught.
26 The discord engendered by Defendant Feeney prompted Plaintiff's wife to file a
27 divorce action ("Hackett Divorce Case") on September 5, 2006.

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1 16. In or about late October 2006, Defendants Feeney and Petrie, seeking
2 to take advantage of Plaintiff, convinced Plaintiff to sign documents under which
3 Defendants purported to purchase Plaintiff's membership interest in TRP for
4 \$40,000, a fraction of its true value. Petrie and Feeney told Plaintiff that the buyout
5 provision was necessary – to protect Feeney and Petrie – because the Hackett
6 Divorce Case and potential court orders in connection therewith might interfere with
7 TRP and the Production. Feeney was adamant that TRP prevent any prospect of
8 Plaintiff's wife having input or control over TRP. Plaintiff was led to believe, from
9 contemporaneous statements by Feeney to Plaintiff, that if Plaintiff did not go along
10 with signing the documentation upon which Feeney and Petrie insisted, Plaintiff
11 would lose his livelihood. Feeney and Petrie told Plaintiff that the purchase of his
12 interest under that documentation would be in name only and that he would continue
13 to be treated as a member of TRP, including that he would be able to take back his
14 interest formally at any time. In order to insure that the conveyance would be
15 unaffected by the Hackett Divorce Case, at the insistence of Feeney, Defendants
16 Feeney and Petrie backdated the transfer documents to dates prior to the filing date
17 of the Hackett Divorce Case.

18 17. In reliance on Defendants' representations, including their
19 representations that Plaintiff would continue to be treated as a member and could
20 take back his interest formally at any time, Plaintiff executed two documents, true
21 and correct copies of which are attached hereto as **Exhibit "C"** and **"D,"**
22 respectively, and incorporated by reference as if set forth in full herein, namely: (i)
23 an amendment to the Agreement purportedly dated March 28, 2005 which, *inter*
24 *alia*, purports to give Defendants Feeney and Petrie the right to purchase Plaintiff's
25 shares and membership interest in TRP for \$40,000 in the event of Plaintiff's
26 divorce ("Amendment"); and (ii) a written exercise of that option purportedly dated
27 September 2, 2006, *i.e.*, three days prior to the filing of the Hackett Divorce Case,
28 under which Defendants purported to accelerate the purchase date of Plaintiff's

1 interest so that the \$40,000 payment would be made “on or before 60 days from
2 September 2, 2006” (“Option Exercise”). On information and belief, Defendant
3 Feeney, who fancies himself as very experienced and knowledgeable about legal
4 matters, prepared and drafted both the Amendment and Option Exercise, including
5 the backdating features. Despite the March 2005 and September 2006 dates that
6 appear on the Amendment and Option Exercise, respectively, they were executed by
7 Plaintiff and Defendants in or about late October 2006.

8 18. By two checks, each dated November 1, 2006, Defendants Feeney and
9 Petrie paid Plaintiff the \$40,000 to purchase his interest in TRP as required under
10 the Option Exercise but otherwise continued to treat him in all respects as a member
11 and profit participant in TRP at all times thereafter. Plaintiff ultimately did not get a
12 divorce. Plaintiff subsequently advised Defendants that the purported transfer was
13 cancelled, and Plaintiff returned the payment received from Defendant Feeney.
14 Defendants agreed with Plaintiff that the transfer of his interest was of no force or
15 effect, and in all respects they continued to treat Plaintiff as a member of TRP.

16 19. In 2009, various tensions arose between Plaintiff and Defendants
17 Feeney and Petrie in connection with marketing and producing the Production.

18 20. On September 9, 2009, without warning, the TRP Defendants
19 wrongfully purported to terminate any further involvement by Plaintiff in the
20 Production or in TRP.

21 21. The next day, September 10, 2009, Plaintiff notified all Defendants in
22 writing that Plaintiff “hereby terminates any license or consent he may have granted
23 you to utilize his copyrighted materials or other creative materials in connection
24 with the Production. Any further performance of the Production will be considered
25 a willful infringement of Sandy’s registered copyright and other rights.”

26 22. In September 2009, Plaintiff discovered for the first time that Feeney
27 and Petrie claimed that Plaintiff was not a member of TRP but was merely an at-will
28 employee, and that Feeney and Petrie claimed to own Plaintiff’s membership

1 interest under the Option Exercise. Feeney and Petrie falsely represented to Plaintiff
2 when the Amendment and Option Exercise were executed that Plaintiff would still
3 be treated as a member and could take back his interest formally at any time, and
4 Feeney and Petrie falsely represented to Plaintiff after his divorce did not happen
5 that they considered the Option Exercise cancelled and of no force and effect, in
6 order to conceal from Plaintiff the true facts that Feeney and Petrie were no longer
7 treating Plaintiff as a member of TRP. Among other things, when Plaintiff inquired
8 about his share of profits after November 1, 2006, Feeney and Petrie falsely
9 represented to Plaintiff that the Production was not profitable rather than disclose
10 that they no longer considered him a member entitled to receive a share of TRP's
11 profits. Plaintiff did not discover the true facts due to Defendants' fraudulent
12 concealment of same until in or about September 2009.

13 23. The TRP Defendants now deny that Plaintiff is a member of TRP, or is
14 entitled to or has any ownership interest in TRP. The TRP Defendants now contend
15 that they purchased Plaintiff's interest in 2006, and that since that time his
16 involvement in the Production as an actor and producer has been strictly as an at-
17 will employee under the TRP Defendants' control.

18 24. The TRP Defendants have conspired to cheat Plaintiff out of his
19 rightful interest (40%) in TRP and in the Production, including that the TRP
20 Defendants have failed and refused to pay Plaintiff his rightful share of TRP's
21 profits from the Production.

22 25. In this action, Plaintiff seeks, *inter alia*, his damages caused by the
23 TRP Defendants' wrongful conduct, dissolution of TRP, an accounting, and an
24 injunction prohibiting all Defendants from continuing to market and produce the
25 Production.

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FIRST CLAIM FOR RELIEF
(COPYRIGHT INFRINGEMENT)
(BY PLAINTIFF AGAINST ALL DEFENDANTS)

26. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 25 of this Complaint.

27. Plaintiff is, and at all material times hereto has been, the owner of the copyright in the manuscript for the Production and, as such, secured the exclusive rights under 17 U.S.C. § 106, among others, “to prepare derivative works based upon the copyrighted work,” and to “perform the copyrighted work publicly.”

28. On September 10, 2009, Plaintiff notified all Defendants in writing that Plaintiff “hereby terminates any license or consent he may have granted you to utilize his copyrighted materials or other creative materials in connection with the Production. Any further performance of the Production will be considered a willful infringement of Sandy’s registered copyright and other rights.”

29. Notwithstanding Plaintiff’s crystal clear notice to Defendants to cease performing the Production, since September 10, 2009, Defendants have infringed, and are continuing to infringe upon Plaintiff’s copyright in the manuscript for the Production by copying, publicly performing, and causing, contributing to, and participating in the unauthorized copying and public performance of the manuscript for the Production, including in connection with Defendants’ ongoing performances of the Production at the Plaza Hotel and Casino in Las Vegas, Nevada.

30. Defendants’ performances of the Production after September 10, 2009 are based upon and copy the original material in Plaintiff’s copyrighted manuscript for the Production and/or are derivative works based upon Plaintiff’s manuscript.

31. Defendants’ ongoing performances of the Production since September 10, 2009 infringe Plaintiff’s copyright in the manuscript for the Production, including Plaintiff’s exclusive rights “to prepare derivative works based upon the copyrighted” manuscript and to “perform the copyrighted work publicly.”

1 32. Since receipt of Plaintiff's notice on September 10, 2009, Defendant
2 BBO has continued to advertise, market, and book the Production, including through
3 its website. Since September 10, 2009, BBO has known that Defendants'
4 continuing performances of the Production after September 10, 2009 infringe
5 Plaintiff's copyright. Since September 10, 2009, BBO has induced, caused, and
6 materially contributed to Defendants' infringing conduct in connection with its
7 ongoing advertising, marketing, and booking of the Production.

8 33. Since receipt of Plaintiff's notice on September 10, 2009, Defendant
9 PlayLV has known that Defendants' continuing performances of the Production
10 after September 10, 2009 infringe Plaintiff's copyright. Since September 10, 2009,
11 PlayLV has induced, caused, and materially contributed to Defendants' infringing
12 conduct in connection with the ongoing public performances of the Production at the
13 Plaza Hotel and Casino, which is owned and operated by PlayLV. On information
14 and belief, PlayLV derives a direct financial benefit from Defendants' ongoing
15 performances of the Production at the Plaza after September 10, 2009 and exercises
16 control over Defendants' continuing performances of the Production at the Plaza but
17 has declined to exercise PlayLV's right to stop those infringing performances.

18 34. On information and belief, Defendants earned and received valuable
19 benefits and consideration from their ongoing performances of the Production on
20 and after September 10, 2009, in violation of Plaintiff's copyright.

21 35. Plaintiff did not authorize Defendants to copy, reproduce, perform, or
22 use the manuscript of the Production after September 10, 2009. Defendants did not
23 seek or obtain any permission, consent, or license from Plaintiff for their copying,
24 reproduction, performance, or use of the manuscript after September 10, 2009.

25 36. Defendants' infringing acts alleged herein were willful, deliberate, and
26 committed with prior notice and knowledge of Plaintiff's copyright. At a minimum,
27 Defendants acted in reckless disregard of Plaintiff's copyright.

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1 37. As a result of their actions, Defendants are liable to Plaintiff for willful
2 copyright infringement under 17 U.S.C. § 501. Plaintiff suffered, and will continue
3 to suffer, substantial damage to his professional reputation and goodwill, as well as
4 losses in an amount not yet ascertained, but which will be determined according to
5 proof. In addition to Plaintiff's actual damages, Plaintiff is entitled to receive the
6 profits made by Defendants from their wrongful acts, pursuant to 17 U.S.C. § 504.
7 In the alternative, Plaintiff is entitled to statutory damages pursuant to 17 U.S.C.
8 § 504(c), which should be enhanced by 17 U.S.C. § 504(c)(2) because of
9 Defendants' willful copyright infringement.

10 38. Plaintiff does not have an adequate remedy at law for Defendants'
11 wrongful conduct in that (i) Plaintiff's copyright is unique and valuable property
12 which has no readily determinable market value; (ii) the infringement by Defendants
13 constitutes an interference with Plaintiff's goodwill and professional reputation; and
14 (iii) Defendants' wrongful conduct, and the damages resulting to Plaintiff therefrom,
15 are continuing. Defendants' acts of copyright infringement have caused Plaintiff
16 irreparable injury, and Defendants threaten to continue to commit these acts.
17 Plaintiff is entitled to injunctive relief under 17 U.S.C. § 502 enjoining any further
18 copying or performance of the Production by Defendants.

19 39. Plaintiff is entitled to recover his attorneys' fees and costs of suit under
20 17 U.S.C. § 505.

21 **SECOND CLAIM FOR RELIEF**

22 **(RESCISSION)**

23 **(BY PLAINTIFF AGAINST DEFENDANTS FEENEY AND PETRIE)**

24 40. Plaintiff incorporates by reference as if set forth in full herein the
25 allegations of Paragraphs 1 through 39 of this Complaint.

26 41. Defendants Feeney and Petrie represented to Plaintiff that, if he sold
27 them his TRP membership and shares for \$40,000, he would continue to be treated
28 as a member and could take back his interest formally at any time. Plaintiff

1 justifiably and reasonably relied on these representations, which were material to the
2 deal, when he executed the backdated Amendment and Option Exercise purporting
3 to sell his membership interest to Defendants for \$40,000. On information and
4 belief, when Defendants made these representations, they had no intention of
5 continuing to treat Plaintiff as a member after he sold his interest or allowing him to
6 formally take back his membership interest, or affording him the full rights and
7 privileges of owning a 40% interest in TRP. Defendants knew their representations
8 were false at the time they made them, and Defendants made those false
9 representations to induce Plaintiff to execute the Amendment and Option Exercise
10 and to transfer his shares for \$40,000. Plaintiff would not have executed the
11 Amendment or Option Exercise or sold his membership and shares to Defendants
12 had he known the true facts.

13 42. In the alternative, Plaintiff made a mutual mistake in believing when he
14 executed the Option Exercise that he would continue to be treated as a member by
15 Defendants and could take back his interest formally at any time. Defendants knew
16 of and/or caused this mistake by Plaintiff at the time they executed the Option
17 Exercise.

18 43. In the alternative, the Amendment provides that, “[i]n the event of a
19 divorce by any member,” the remaining members shall have the option to purchase
20 the divorcing member’s shares and interest in TRP. Defendants purported to
21 exercise this option prematurely (“[t]he parties agree to accelerate the purchase
22 date”) and before Plaintiff was divorced. Plaintiff never was divorced and remains
23 married. Defendants had, and have, no right to purchase Plaintiff’s interest in TRP
24 unless he is divorced. The parties made a mutual mistake of fact in executing the
25 Option Exercise in that they believed, mistakenly, that Plaintiff was getting a
26 divorce.

27 44. Plaintiff seeks a judgment rescinding the Amendment and Option
28 Exercise due to fraud in the inducement and/or unilateral or mutual mistake.

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THIRD CLAIM FOR RELIEF
(DISSOLUTION OF LIMITED LIABILITY COMPANY)
(BY PLAINTIFF AGAINST THE TRP DEFENDANTS)

45. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 44 of this Complaint.

46. In light of the dispute between Plaintiff and Defendants, including Defendants' recent denial that Plaintiff is a member with a 40% interest in TRP, it is not reasonably practicable to carry on the business of TRP in conformity with the articles of incorporation and the Agreement.

47. Plaintiff requests a judgment under NRS 86.495 decreeing that TRP is dissolved, and winding up and settling its accounts and distributing its assets and liabilities as provided under the Agreement, NRS 86.521, and applicable law.

FOURTH CLAIM FOR RELIEF
(FRAUD)
(BY PLAINTIFF AGAINST DEFENDANTS FEENEY AND PETRIE)

48. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 47 of this Complaint.

49. Defendants Feeney and Petrie represented to Plaintiff that, if he sold them his TRP membership and shares for \$40,000, he would continue to be treated as a member and could take back his interest formally at any time.

50. Plaintiff justifiably and reasonably relied on these representations in executing the Amendment and Option Exercise and in selling his interest in TRP to Defendants for \$40,000.

51. On information and belief, when Defendants Feeney and Petrie made these representations, they had no intention of continuing to treat Plaintiff as a member after he sold his interest or of allowing him to take back his interest formally at any time.

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1 52. Defendants knew that their representations were false at the time they
2 made them. Defendants made those false representations intending that Plaintiff
3 rely upon them in order to induce Plaintiff to sell his interest in TRP to Defendants.

4 53. Plaintiff would not have executed the Amendment and Option Exercise
5 or sold his membership and shares to Defendants had he known the true facts.

6 54. As a direct and proximate result of Defendants' wrongful conduct,
7 Plaintiff has been damaged in an amount subject to proof at trial.

8 55. Defendants acted with fraud, malice, or oppression in connection with
9 the foregoing conduct. Plaintiff seeks punitive damages in an amount sufficient to
10 punish Defendants for their wrongful conduct and to deter future malfeasance.

11 **FIFTH CLAIM FOR RELIEF**

12 **(CONSPIRACY TO COMMIT FRAUD)**

13 **(BY PLAINTIFF AGAINST DEFENDANTS FEENEY AND PETRIE)**

14 56. Plaintiff incorporates by reference as if set forth in full herein the
15 allegations of Paragraphs 1 through 55 of this Complaint.

16 57. Defendants Feeney and Petrie secretly combined and agreed between
17 themselves to defraud Plaintiff into executing the Amendment and Option Exercise
18 and to transfer his shares to Defendants for \$40,000, a fraction of their true value.
19 Defendants carried out this conspiracy by falsely representing to Plaintiff that, if he
20 sold them his TRP membership and shares for \$40,000, he would continue to be
21 treated as a member and could take back his interest formally at any time.
22 Defendants knew that such representations were false and that Defendants did not
23 intend to honor them, and that they only intended to induce Plaintiff to part with his
24 shares in TRP. Plaintiff justifiably relied on Defendants' representations in
25 transferring his shares.

26 58. As a direct and proximate result of Defendants' wrongful conduct,
27 Plaintiff has been damaged in an amount subject to proof at trial.

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1 59. Defendants acted with fraud, malice, or oppression in connection with
2 the foregoing conduct. Plaintiff seeks punitive damages in an amount sufficient to
3 punish Defendants for their wrongful conduct and to deter future malfeasance.

4 **SIXTH CLAIM FOR RELIEF**

5 **(BREACH OF FIDUCIARY DUTY)**

6 **(BY PLAINTIFF AGAINST DEFENDANTS FEENEY AND PETRIE)**

7 60. Plaintiff incorporates by reference as if set forth in full herein the
8 allegations of Paragraphs 1 through 59 of this Complaint.

9 61. As members of TRP, Defendants Feeney and Petrie owed a fiduciary
10 duty of loyalty, fidelity, and utmost good faith to their co-member, Plaintiff.

11 62. Defendants breached their fiduciary duty in: inducing Plaintiff to
12 execute the Amendment and Option Exercise and to convey his interest in TRP for
13 \$40,000; treating Plaintiff as if he is no longer a member even though the condition
14 precedent to any purchase of his interest – *i.e.*, Plaintiff’s divorce – never occurred;
15 Defendants recently denying that the Option Exercise has no force or effect and
16 denial that Plaintiff is still a member of TRP; failing and refusing to pay Plaintiff
17 amounts owed him as a member of TRP; failing and refusing to provide Plaintiff
18 with an accounting – despite demand for the same; and wrongfully purporting to
19 terminate Plaintiff’s involvement in the Production on September 9, 2009.

20 63. As a direct and proximate result of Defendants’ wrongful conduct,
21 Plaintiff has been damaged in an amount subject to proof at trial.

22 64. Defendants acted with fraud, malice, or oppression in connection with
23 the foregoing conduct. Plaintiff seeks punitive damages in an amount sufficient to
24 punish Defendants for their wrongful conduct and to deter future malfeasance.

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SEVENTH CLAIM FOR RELIEF

(BREACH OF CONTRACT)

(BY PLAINTIFF AGAINST DEFENDANTS FEENEY AND PETRIE)

65. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 64 of this Complaint.

66. The Agreement is a valid, binding, and enforceable contract.

67. Plaintiff has performed all obligations, covenants, and conditions required of him under the Agreement except to the extent any of those obligations, covenants, or conditions were excused, prevented, or waived by Defendants' acts and omissions.

68. Defendants Feeney and Petrie breached the Agreement, *inter alia*, by failing and refusing to treat Plaintiff as a member of TRP even though the condition precedent to any alleged purchase of his interest under the backdated Amendment and Option Exercise – *i.e.*, Plaintiff's divorce – never occurred, by failing and refusing to pay Plaintiff amounts owed him as a member of TRP, and by wrongfully purporting to terminate Plaintiff's involvement in the Production.

69. As a direct and proximate result of Defendants' breaches of the Agreement, Plaintiff has been damaged in an amount subject to proof at trial.

EIGHTH CLAIM FOR RELIEF

(MISAPPROPRIATION OF RIGHT OF PUBLICITY)

(BY PLAINTIFF AGAINST THE TRP DEFENDANTS)

70. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 69 of this Complaint.

71. Notwithstanding the TRP Defendants' purported termination of Plaintiff's involvement in the Production on September 9, 2009, and Plaintiff's notice to Defendants on September 10, 2009 that any further performances of the Production would infringe Plaintiff's copyright, the TRP Defendants have not only continued to publicly perform the Production without right but also have continued

1 to use Plaintiff's name and likeness to market, advertise, and promote Defendants'
2 infringing public performances of the Production after September 10, 2009,
3 including on the TRP Defendants' website, www.ratpackvegas.com.

4 72. Plaintiff did not consent in writing, or at all, to the TRP Defendants'
5 use of his name and likeness on their website, or at all, after September 10, 2009.

6 73. The TRP Defendants knowingly used Plaintiff's name or likeness on
7 their website without Plaintiff's consent and for their commercial advantage.

8 74. As a direct and proximate result of the TRP Defendants' wrongful
9 conduct, Plaintiff has been damaged in an amount subject to proof at trial.

10 75. The TRP Defendants' unauthorized use of Plaintiff's name and likeness
11 is a misappropriation of Plaintiff's rights of publicity under NRS 597.770 *et seq.* and
12 under common law entitling Plaintiff to injunctive relief to prevent and restrain any
13 further unauthorized uses of his name and likeness by Defendants, Plaintiff's actual
14 damages, but not less than \$750, and punitive or exemplary damages.

15 **NINTH CLAIM FOR RELIEF**

16 **(DECLARATORY RELIEF)**

17 **(BY PLAINTIFF AGAINST THE TRP DEFENDANTS)**

18 76. Plaintiff incorporates by reference as if set forth in full herein the
19 allegations of Paragraphs 1 through 75 of this Complaint.

20 77. There is an actual and justiciable controversy between Plaintiff and the
21 TRP Defendants in that Plaintiff contends that he is still a member with a 40%
22 interest in TRP, that he owns the copyright in the manuscript for the Production, and
23 that Defendants have no right to copy or perform the Production or any derivative
24 works, and, on information and belief, the TRP Defendants deny Plaintiff's
25 allegations and contend that Plaintiff is not a member of TRP and has no copyright
26 in the Production and no right to prohibit Defendants from marketing and
27 producing the Production.

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1 78. A judicial declaration of the parties' respective rights and obligations
2 with respect to the foregoing disputed matters is necessary and appropriate.

3 79. Plaintiff seeks a judgment declaring the parties' rights, including a
4 declaration that Plaintiff is a member with a 40% interest in TRP, that Plaintiff owns
5 the copyright in the manuscript for the Production, and that Defendants have no
6 right to copy or perform the Production or any derivative works.

7 **TENTH CLAIM FOR RELIEF**

8 **(CONSTRUCTIVE TRUST)**

9 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

10 80. Plaintiff incorporates by reference as if set forth in full herein the
11 allegations of Paragraphs 1 through 79 of this Complaint.

12 81. By virtue of their wrongful conduct, Defendants illegally received
13 money and profits that rightfully belonged to Plaintiff.

14 82. Defendants are therefore involuntary trustees, holding the gross receipts
15 from their profits from the marketing, production, and public performances of the
16 Production to the extent attributable to the manuscript for the Production and
17 therefore attributable to the infringement of Plaintiff's copyright therein after
18 September 10, 2009. The TRP Defendants likewise are involuntary trustees for
19 Plaintiff's 40% share of the profits from the Production to the extent not paid to
20 Plaintiff. Defendants hold such moneys and funds on behalf of and subject to a first
21 and prior lien against all others and in favor of Plaintiff. On information and belief,
22 Defendants hold this illegally received money and profits in the form of bank
23 accounts, real property, and personal property that can be located and traced.

24 83. Plaintiff is entitled to the remedy of a constructive trust due to
25 Defendants' wrongful infringement of Plaintiff's copyright in the manuscript for the
26 Production and the TRP Defendants' failure to pay Plaintiff his share of TRP's
27 profits as a TRP member.

28 ///

ELEVENTH CLAIM FOR RELIEF

(FOR AN ACCOUNTING)

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

84. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraphs 1 through 83 of this Complaint.

85. A balance is due from Defendants to Plaintiff for misappropriation of profits and gross receipts arising from or attributable to Defendants' copying, reproduction, performance, and use of the manuscript for the Production in Defendants' ongoing public performances of the Production and consequent violation and infringement of Plaintiff's copyright in the manuscript.

86. The TRP Defendants have failed and refused to account for and pay Plaintiff his full share of TRP profits, and a balance is due to Plaintiff.

87. The exact amount of money due from Defendants is unknown to Plaintiff and can only be ascertained through an accounting. Plaintiff seeks an order from this Court directing Defendants to provide Plaintiff with an accounting and payment of the amount due as a result of the accounting, plus interest.

PRAYER

WHEREFORE, Plaintiff respectfully requests judgment against Defendants, and each of them, jointly and severally, as follows:

1. That the Court enter judgment against Defendants, and each of them, declaring that Defendants have:

(a) directly, contributorily, and/or vicariously infringed Plaintiff's rights in the copyright in the manuscript for the Production under 17 U.S.C. § 501, and that the infringement by Defendants, and each of them, was willful; and,

(b) otherwise injured the business reputation and business of Plaintiff through the acts and conduct set forth in this Complaint;

2. For the damages suffered by Plaintiff as a result of the copyright infringement alleged herein, as well as disgorgement of any profits of Defendants

1 attributable to their infringement, including the value of all gains, profits,
2 advantages, benefits, and consideration derived by Defendants from and as a result
3 of their infringement of Plaintiff's copyright in the manuscript for the Production;

4 3. In the alternative, if Plaintiff so elects, in lieu of recovery of his actual
5 damages and Defendants' profits, for a 17 U.S.C. § 504(c) award of statutory
6 damages against Defendants, or any of them, for all copyright infringements (willful
7 or otherwise) involved in this action as to each work in question;

8 4. That Defendants, and each of them, and each of their respective
9 officers, agents, and employees, and all persons acting in concert with them, be
10 enjoined preliminarily, during the pendency of this action, and permanently
11 thereafter, from infringing the copyright in the manuscript for the Production in any
12 manner and from marketing or publicly performing, in the United States or
13 elsewhere, the Production or any other derivative dramatic work based upon the
14 manuscript for the Production, absent prior consent and license from Plaintiff;

15 5. That the Court declare, adjudge, and decree: (a) that Plaintiff is a
16 member with a 40% interest in TRP, and that the Amendment and Option Exercise
17 have no force and effect and/or are rescinded and/or are otherwise void and
18 unenforceable; (b) that Plaintiff owns the copyright of the manuscript for the
19 Production; and (c) that Defendants have no right to copy or perform the Production
20 or any derivative works based thereon absent license from Plaintiff;

21 6. That the Court declare, adjudge, and decree that Defendants, and each
22 of them, have been and are involuntary and constructive trustees, holding the gross
23 receipts from the copying, public performance, and exploitation the Production, to
24 the extent attributable to the manuscript for the Production, and with respect to the
25 TRP Defendants only, all profits of TRP due Plaintiff as a member of TRP, and that
26 Defendants, and each of them, hold all such monies and funds on behalf of and
27 subject to a first and prior lien against all others and in favor of Plaintiff;

28 ///

1 7. That Defendants, and each of them, be required to account for and pay
2 over to Plaintiff all gains and profits derived by Defendants, and each of them, from
3 their marketing and public performances of the Production;

4 8. For general, special, and compensatory damages according to proof
5 with regard to Plaintiff's claims against Defendants Feeney and Petrie for breach of
6 contract, fraud, conspiracy to defraud, and breach of fiduciary duty;

7 9. For preliminary and permanent injunctive relief against the TRP
8 Defendants to prevent and restrain any further unauthorized uses of Plaintiff's name
9 and likeness by the TRP Defendants, and for Plaintiff's actual damages, but not less
10 than \$750, caused by Defendants' misappropriation of Plaintiff's right of publicity;

11 10. For punitive damages against the TRP Defendants, subject to proof;

12 11. That the Court declare, adjudge, and decree that TRP is dissolved, and
13 for a judgment winding up and settling its accounts and distributing its assets and
14 liabilities in accordance with the Agreement and applicable law;

15 12. For prejudgment interest;

16 13. For reasonable attorney fees and costs of suit incurred herein; and

17 14. For such other and further relief as the Court deems just and proper.

18
19 DATED: October 27, 2009

KING, HOLMES, PATERNO & BERLINER, LLP

20
21 By:  _____
22 HOWARD E. KING
23 Attorneys for Plaintiff SANDY HACKETT

24 WEIDE & MILLER. LTD.

25
26 By:  _____
27 RYAN GILE
28 Attorneys for Plaintiff SANDY HACKETT

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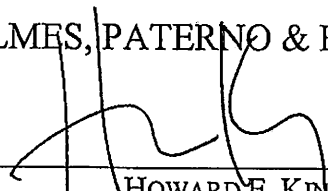
DEMAND FOR JURY TRIAL

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

DATED: October 27, 2009

KING, HOLMES, PATERNO & BERLINER, LLP

By: _____



HOWARD E. KING

Attorneys for Plaintiff SANDY HACKETT

WEIDE & MILLER. LTD.

By: _____



RYAN GILE

Attorneys for Plaintiff SANDY HACKETT

EXHIBIT "A"



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form PA
For a Work of Performing Arts
UNITED STATES COPYRIGHT OFFICE

REC PA 1-284-402



EFFECTIVE DATE OF REGISTRATION

6 7 05
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

THE TRIBUTE TO FRANK, SAMMY, JOEY and DEAN

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

MUSICAL PLAY

2

NAME OF AUTHOR ▼

a SANDY HACKETT

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1956

Was this contribution to the work a "work made for hire"?

Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
OR Citizen of U.S.A.
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼
Author of words/text/script/book only - NOT SONGS

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

b

Was this contribution to the work a "work made for hire"?

Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
OR Citizen of
Domiciled in

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

c

Was this contribution to the work a "work made for hire"?

Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
OR Citizen of
Domiciled in

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? Yes No
Pseudonymous? Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.
2001

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Complete this information ONLY if this work has been published.
Month August Day 31 Year 2001
U.S.A. Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Sandy Hackett
269 Hickory Hollow Avenue
Las Vegas, Nevada 89123

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

JUN 07 2005

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

JUN 07 2005

FUNDS RECEIVED

Instructions are completing a space.

DO NOT WRITE HERE OR MAKE USE ONLY

*Year date in notice 2005. Publication correct.
Authority of phone call to Sandy Hackett on 8/5/05.

EXAMINED BY <i>Muz</i>	FORM PA
CHECKED BY	
<input type="checkbox"/> CORRESPONDENCE	FOR
Yes	COPYRIGHT
	OFFICE
	USE
	ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
 Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼ If your answer is No, do not check box A, B, or C.

a. This is the first published edition of a work previously registered in unpublished form.
 b. This is the first application submitted by this author as copyright claimant.
 c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

N/A

a 6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

N/A

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
 Name ▼ Account Number ▼

N/A

N/A

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / ZIP ▼

Sandy Hackett
269 Hickory Hollow Avenue
Las Vegas, NV 89123

b

Area code and daytime telephone number (702) 269-1409

Fax number (702) 269-6474

Email OneFunny1@aol.com

CERTIFICATION I, the undersigned, hereby certify that I am the

- Check only one ▶
- author
 - other copyright claimant
 - owner of exclusive right(s)
 - authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

SANDY HACKETT

Date 9/3/05

Handwritten signature (S) ▼

x

Certificate will be mailed in window envelope to this address:

Name ▼	Sandy Hackett, TRP Entertainment LLC
Number/Street/Apt ▼	269 Hickory Hollow Avenue
City/State/ZIP ▼	Las Vegas, Nevada 89123

• Complete all necessary spaces.
• Sign your application in space 8

1. Application form
 2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
 3. Deposit material

Library of Congress
 Copyright Office
 101 Independence Avenue, S.E.
 Washington, D.C. 20540-8000

Fee are subject to change. For current fees, check the Copyright Office website at www.copyright.gov or write the Copyright Office, at post (202) 707-9000.

9

EXHIBIT "B"

OPERATING AGREEMENT

This Operating Agreement is made effective this 15th day of February, 2002, by and among each of the undersigned:

Richard Feeney
7910 Bermuda Road
Las Vegas, Nevada 89123

Sandy Hackett
269 Hickory Hollow Ave.
Las Vegas, Nevada 89123

Arthur Petrie Suite 218
2920 Nort Green Valley Parkway
Henderson, Nevada 89104

cc. MARK TRATOS

Recitals

WHEREAS, the undersigned constitute all of the Members of TRP Entertainment, LLC, a Nevada limited liability company, (the "Company"); and

WHEREAS, Article § 86.101 of the Nevada limited liability act authorizes an "Operating Agreement" as defined therein; and

WHEREAS, each of the undersigned wishes to enter into this Operating Agreement;

NOW THEREFORE, each of the undersigned agrees as follows:

Purposes: The purpose of the Company is to engage in the business of producing and marketing the "Theatrical Shows". The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described herein. The Company shall exist only for the purpose specified in this section and may not conduct any other business without the unanimous consent of the Members. The authority granted to the Members hereunder to bind the Company shall be limited to actions necessary and convenient to this business.

1. Capital Contributions:

A. Initial Capital Contributions: All parties agree to make the following cash equity contributions as follows:

Richard L. Feeney	\$20,000.00
Sandy Hackett	\$20,000.00
Arthur Petrie	\$50,000.00

To be contributed in an initial contribution of \$20,000 per Richard L. Feeney, \$20,000.00 by Sandy Hackett, and \$50,000.00 by Arthur Petrie.

B. Additional Funds: In the event additional funds over the initial \$90,000.00 are necessary to carry out the business plan(s) of the Company for operating or capital purposes, additional funds will be provided on as needed basis by Arthur Petrie in the amount of \$30,000.00 in the form of a no interest loan, *TO BE REPAYED OUT OF*
LET AVAILABLE FUNDS.

In addition: "Any Member may, upon the approval of all the Members, advance monies (not to exceed \$10,000 outstanding principal balance at any one time) to the Company for use in the Company's operations. The aggregate amount of such advances shall be an obligation to the Member who advanced the monies and shall bear interest at the rate of interest determined by the Members, provided

Arthur Petrie
SK

such rate of interest shall not be less than the lowest rate necessary to avoid the imputation of interest under the Internal Revenue Code, nor higher than the maximum rate permitted by the applicable usury law. Such advances shall be deemed a loan by the Member to the Company and shall not be deemed a capital contribution. Any unpaid advances, together with accrued and unpaid interest, shall be payable solely out of the first cash available for distribution. Loan funds shall be provided on a pro rata basis by each Member in the percentages set forth in Section 2 of this Agreement.

C. Capital Accounts. A separate capital account shall be maintained for each Member, consistent with federal tax regulations. The capital account for each Member shall be credited for capital contributions made in accordance with Section 1.A above. No interest shall be paid by the Company on capital contributions or on balances in Member's capital accounts. Adjustments to Member's capital account for cash distributions, profit(s), loss(es), etc. (see Section 7), shall be in accordance with this Agreement, Internal Revenue Code Requirements, and generally accepted accounting principals.

D. No Withdrawal of Capital Contributions. Except upon dissolution and liquidation of the Company, no Member shall have the right to withdraw his capital contribution without by unanimous consent of the Members.

2. Intellectual Contributions:

- A. Sandy Hackett includes use of any and all intellectual properties of the "Sandy Hackett Comedy Club" show including tradename, trademark, copyrights, choreography, music, costumes, etc.. Members agree that these rights are personal to Sandy Hackett and as such the Members agree that other than uses in effect prior to the date of execution of this agreement, with the exception of the present use of the these rights at the Greek Isles, that they will not use these same properties or properties of a substantially similar nature to them, in any other business or contract with any Las Vegas Casino while this operating agreement remains in effect and for a period of one year thereafter.
- B. Richard Feeney includes the use of all marketing plans, strategies and contacts. Members agree that these marketing contacts, plans, and strategies are personal to Richard Feeney and as such the Members agree that they will not use these same strategies or strategies of a substantially similar nature to, in any other business or contract with any Las Vegas Casino. The Members acknowledge these marketing contacts and strategies are of a special artistic and intellectual nature, which could not easily be replaced by the Members. Members acknowledge that the loss of the these marketing plans, contacts and strategies to a third party could result in serious damage to the Richard Feeney, which could not be easily compensated. Members therefore acknowledge that in addition to such other rights as Richard Feeney may have in law, he shall be entitled to obtain injunctive relief to, prevent such damage or loss.

3. Ownership/Membership Interests. The Member's interests, as defined by Nevada Revised Statutes § 86.091, shall consist of one class of ownership and shall be referred to as Class A, which shall represent the Member's ownership rights in all assets of the Company and shall include voting interests (see Company Decision Making, Section 5). Membership interests are as follows:

Richard L. Feeney	40%
Sandy Hackett	40%
Arthur Petrie	20%

4. Principal Business Activity: Location. The principal business activity of the Company shall be the ownership and operation of an ongoing business enterprise commonly referred to as TRP Entertainment, with all rights of ownership thereto (see "Company Assets"). The executive offices of the Company shall be maintained at 426 E. Mesa Verde Lane, Las Vegas, NV 89123

5. Company Decision Making, Meetings and Other Addresses of Members.

A. Voting and Meetings. Subject to compliance with statutory requirements and to differing requirements as set forth in this Agreement, any matter submitted to the Members for decision shall be determined by vote of the Members and shall require the affirmative vote of Members holding in excess of 60% of the Member voting interests as set forth in Section 3. The Company shall have an annual meeting of Members, with advance notice in compliance with statutory requirements. Any Member may, at his or her election, participate in the meeting by telephone. Special meetings may be called by any Member or the Manager on seven (7) days written notice, or such other period as may be required by statute, or may be held by unanimous consent of the Members.

B. Other Activities of Members. Nothing in this Agreement shall be construed to grant any right, privilege or option to any Member to participate in any manner in any other business, corporation, partnership, or investment in which the other Members hereto may participate, including those which may be the same as or similar to the Company's opportunity, and, subject to the rights and obligations of the Members as set forth in any other agreement among the parties hereto, each member consents to the participation by any of the Members in any such business, corporation, partnership, or investment.

6. Operation/Management.

A. The Members shall designate a Member to serve as Manager as that term is defined by Nevada Revised Statutes § 86.071. Management by the Manager shall be in accordance with the Nevada Revised Statutes § 86.291, and the Manager shall be subject to annual election by Members holding in excess of 50% of the Member voting interests as determined in accordance with Section 3. The Manager shall have the overall responsibility for the management and operation of the business and act as a fiduciary in the best interests of the Members. The Manager shall also have the overall responsibility

for maintaining financial and other records of the Company and for supervising the preparation of accounting and financial reports. The duties of the Manager shall be defined by this Agreement and by subsequent determinations of the Members. The Members hereby elect Richard Feeney to serve as Manager, as defined in Nevada Revised Statutes, Section § 86.071.

B. The Manager shall prepare and submit quarterly and annual operating budgets for the operation of the business which will require the approval of the Members holding in excess of 50% of the Member voting interests, determined in accordance with Section 2 hereof. Any operating expenditure in the aggregate in excess of \$50,000 outside the approved budget shall require approval by the Members holding in excess of 50% of the Member voting interest, determined in accordance with Section 3 hereof. As used in this Agreement, the meanings of and the distinctions between "operating" expenditures and "capital" expenditures shall be determined in accordance with generally accepted accounting principals.

C. The Manager shall prepare and submit to the Members annual capital budgets for the business that will require approval of the Members and so approved by no less than 60% of the voting Member's interests. The Manager will assure Members that any proposed capital project of the business in any amount shall be executed in a reasonable and competitive manner.

D. It is contemplated that the Company will retain additional employees, not affiliated with the Members, that shall serve in a variety of operating capacities concerning the daily operations of the business. It is further agreed that the Company will employ an outside independent accounting professional to assist the Company with its monthly operating financial statements and the preparation of tax returns.

E. Any employment contract and/or other agreement or other financial obligation of the Company shall be made a record of the Company and made available for inspection at anytime by any Member so desiring to see such.

F. Any decision to buy, sell or lease real property of the Company, or the sale of any type of asset, licensing agreement or transfer of any license(s) or asset(s) of the Company, shall require an affirmative vote of the Members of the Company holding at least 80% of the membership interest in the Company.

7. Distributions.

A. Any distribution of money to Members shall require the approval of Members holding at least 51% of the membership interests in the Company.

B. In the event the Members vote for a distribution of the Company's profits to its Members, said distribution shall be made in accordance with Member's pro rata interests as specified in Section 3 of this Agreement. Any additional or subsequent profit payments made to Members shall occur in this manner.

C. Any distributions as a result of a sale of any asset(s) of the Company, including a license agreement, shall be governed by the preceding two subsections and Section 2 above.

D. All items of profit(s), loss(es) and credit(s) of the Company for each fiscal year shall be allocated as of the end of each fiscal year to each Member, based on each Member's varying interests in the Company during such fiscal year.

E. The Company shall reimburse the members for any necessary and reasonable organizational expenses they incur on behalf of the Company. Such allocations represent the appointment of such items among Members for bookkeeping purposes and for calculation and adjustment of capital accounts. Such allocations shall also be effective for income tax purposes. After capital contributions have been paid, and loans repaid, Members allocated a certain proportion of profits, losses or credit shall be allocated a like proportion of all items comprising such profits, losses or credit, except as otherwise explicitly provided in this Agreement. The intended effect of this subsection is to allow that all profits and losses be allocated for tax purposes to the individual membership interest as reflected in Section 3 of this Agreement. The Manager shall determine, after consulting with the Company accountants, the method by which to prorate or segment items, with respect to Members admitted or withdrawing during the prior fiscal year. Such method shall be consistent with Section 706 of the Internal Revenue Code and other requirements of the Code.

8. Financing. Any additional financing that the Company may need in order to facilitate its business plan, above and beyond the original Member's contributions as reflected in Section 1.A and 1.B, and any additional financing provided by Section 1.B, shall require that the Manager obtain approval from at least 80% of the Membership interest, including, but not limited to, lines of credit, loans of any type, or the hypothecation of any Company asset(s).

9. Indemnification. To the extent not inconsistent with applicable law, and to the extent of the assets of the Company, the Company, its receiver or its trustee, shall indemnify the Manager and Members against and save them harmless from any claim, demand, judgment, or liability, and against and from any loss, cost or expense (including, but not limited to, reasonable attorney's fees and court costs, which shall be paid by the Company as incurred), which may be made or imposed upon a Member by reason of any (1) act performed for or on behalf of the Company or in furtherance of the Company business within the scope of the authority conferred on such Member by this Agreement, (2) action on the part of such Member which does not constitute a violation of any provision of this Agreement, or (3) liabilities arising under federal and state securities laws to the extent permitted by law, as long as such act, inaction or liability did not arise from failure to exercise reasonable business judgment in good faith, gross negligence, willful misconduct, or fraud. All judgments against the Company and the Members (wherein the Members are entitled to indemnification), must first be satisfied from Company assets, before the Members are responsible for these obligations.

10 "Partnership" for tax purposes. Within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to each person who was a Member at any time during the prior fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Member's Federal or State income tax (or information) returns, including a statement showing each Member's share of income, gain or loss, and credits for such fiscal year: for Federal and State income tax purposes. The Manager is authorized to retain independent, non-affiliated accountants to prepare tax returns for the Company.

11. Agreement to Avoid Dissolution. Each Member agrees that, at the request of the Company and no later than 90 days after the occurrence of an event that terminates the continued membership of another Member in the Company, each remaining Member shall consent to the continuation of the Company as a legal entity without dissolution and to the continuation of its business. If dissolution is avoided under this Section, neither the Company nor the remaining Members shall be obligated to purchase the interest of the Member whose interest was terminated.

A. Upon dissolution of the Company, the affairs of the Company shall be wound up and all of its debts and liabilities discharged in the order of priority as provided by law. Any gain or loss on disposition of Company properties in the process of liquidation shall be allocated to the Members in the manner set forth in Section 3 hereof. No property shall be distributed in kind, unless permitted by consent of the Members. The fair market value of any property to be distributed in kind shall then be determined by an independent appraiser selected by the Members. The difference between the value of the property to be distributed in kind and its book value shall be treated as a gain or loss on the sale of the property and shall be allocated to the Members in the manner set forth in Section 3 hereof. The proceeds from liquidation of the Company assets shall be applied as follows:

- 1) Payment to creditors of the Company in the order of priority provided by law.
- 2) Payment to the Members for loans, if any, made to the Company.
- 3) Payment to Members in proportion to their respective positive capital account balances determined after allocation of gain or loss on disposition of the Company assets.

B. The winding up of the affairs of the Company and the distribution of its assets shall be conducted by the Members, or such other persons designated by the Members, who are hereby authorized to do all acts authorized by law for these purposes. Without limiting the generality of the foregoing, the Members, or such other persons, in carrying out such winding up and distribution, shall have full power and authority in their discretion to sell all or any of the Company's assets, or subject to consent of the Members, to distribute the same in kind to the Members (and the proportion of such share that is received may vary from Member to Member) and may, subject to consent of the Members, themselves purchase any Company assets for the fair market value thereof. Any assets distributed in kind shall be subject to all agreements relating thereto which shall survive the termination of the Company.

12. Business Continuation Agreement. If one or more Members fails to give the consent specified in Section 11 and the Company dissolves as a result thereof, each Member agrees that the Company and the Members shall have the right to transfer the Company's assets and business to a successor limited liability company and to continue its business in such successor to the full extent permitted by Law.

13. Additional Members. Additional Members may be admitted with the unanimous consent of the other Members, on such terms and conditions as shall be agreed to and subject to compliance with statutory requirements. In addition, any Member so admitted shall be subject to applicable terms, conditions, and restrictions as are contained in this Agreement and shall so signify in writing.

14. Transfer of Membership Interest.

A. Gift, Sale or Voluntary Disposition. A Member may not sell, gift, pledge, or otherwise dispose of his interest, during his lifetime without the majority consent of all members.

B. Involuntary Disposition. In the event (1) a Member's interests are involuntarily sold, transferred, or otherwise disposed of, whether by sale upon execution or in foreclosure of any pledge, hypothecation, lien, or charge, by acquisition of an interest therein by a trustee in bankruptcy, or a receiver, or by other means, or such an involuntary sale, transfer or disposition is threatened by a third party, (2) a guardian or conservator is appointed for a Member, or (3) a court order, in connection with a property division in a divorce proceeding, does not grant the Member sole ownership of the interest, the Company shall have an irrevocable option to purchase any or all interests subject to such involuntary disposition. Such notice shall set forth the nature and terms of the disposition, the number of interests involved therein, and the names of all persons who have or shall acquire an interest in the interests. The Company may exercise its option to purchase such interests from any person or entity who holds such interest, any time within ninety (90) days after receipt of such notice. The price per interest purchased by the Company pursuant to this Section 14.B shall be the per interest fair market value worth of the Company at the close of the fiscal quarter immediately preceding the occurrence of the event giving rise to the purchase. The per interest fair market value worth shall be determined by unanimous agreement among the Members or, if they cannot agree, by a certified public accountant selected by the Company in accordance with the accounting principles generally applied by the Company.

C. Transfer of Full Interest. In the event the Company or any Member(s) does exercise the option to purchase rights described in Section 14.A and 14.B herein, then the ownership interest transferred shall include that interest's right to participate in the management of the business and affairs of the Company.

15. Ratification and Authorization. The Members hereby appoint Richard Feeney as the authorized agent of the Company to act on it's behalf to perform such acts on behalf of the Company as he shall deem necessary or appropriate to complete the acquisition and

operations of the Company. Such designation and appointment to be effective through December 31, 2002.

16. Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address specified in the Company's Required Records. Any Member or the Company may, at any time, by giving five (5) days written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given. Notice by facsimile transmission shall be sufficient, if accompanied by a customary confirmation sheet generated by the transmitting facsimile machine.

17. Miscellaneous.

A. Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Nevada and all aspects of the operation of the Company shall be subject to the Nevada Limited Liability Company Act, NRS 86.011-86.590 Revised Statutes, Chapter 86.

B. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

C. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

D. Multiple Counterparts; Facsimile Transmissions. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. However, in making proof hereof, it will be necessary to produce only one copy hereof signed by the party to be charged. Proof of execution may be transmitted by facsimile transmission among the Members. Upon transmission of a facsimile copy of the executed signature page of this Agreement to any other Member or to a designated agent, the Member so transmitting the signature page shall conclusively be deemed to have executed the Agreement and to be bound thereby, subject only to the obtaining of signature of all the designated Members.

E. Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

F. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

G. Integration. This Agreement represents the entire agreement between the parties concerned, and the subject matter hereof supersedes all prior agreements with respect thereto between and among the parties. This Agreement may be modified only by a written instrument signed by all of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement effective as of the date set forth above.

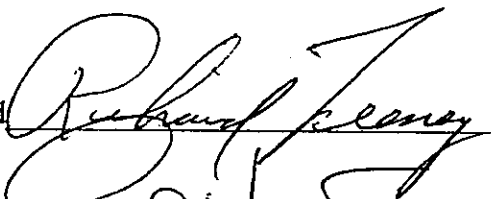
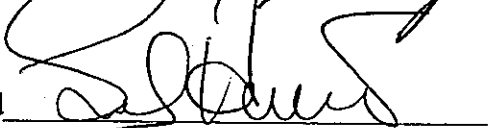


Signed		Date	<u>5/12/02</u>
Signed		Date	<u>5/12/02</u>
Signed		Date	<u>5/22/02</u>

EXHIBIT "C"


On March 25, 2005 TRP Entertainment, LLC held a corporate meeting. All members, Sandy Hackett, Richard Feeney and Arthur Petrie were present. At this meeting it was unanimously agreed to amend the TRP Entertainment, LLC operating agreement pursuant to section 14.B to include the following:

In the event of divorce by any member, the remaining members in direct proportion to their currently owned interest shall have the option to purchase all the divorcing members shares and interest in TRP Entertainment, LLC for a price of \$1,000.00 per share.


Richard Feeney \$40,000.00
Sandy Hackett \$40,000.00
Arthur Petrie \$20,000.00

Accepted & Agreed:


Sandy Hackett date: 3/28/2005



Richard Feeney date: 3/28/2005



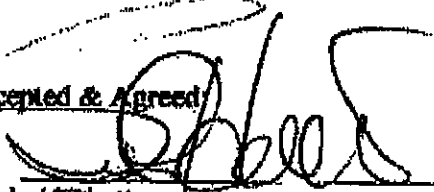
Arthur Petrie date: 3/28/2005

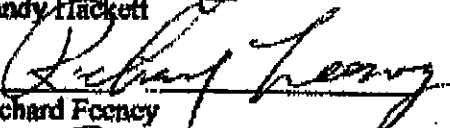
EXHIBIT "D"

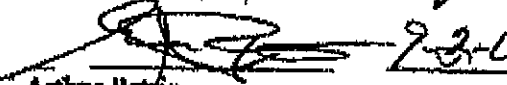
On September 2, 2006 a meeting of the members of TRP Entertainment, LLC was held at 9:00am, all the members being present, Arthur Petrie, Richard Feeney and Sandy Hackett. The parties agree to accelerate the purchase date by Mr. Petrie and Mr. Feeney of Mr. Hackett's interest, as referenced in the agreement dated March 25, 2005, with payment due on or before 60 days from September 2, 2006. The total payment amount will be \$40,000.00 paid as follows:

20% (\$8,000) paid by Arthur Petrie
80% (\$32,000) paid by Richard Feeney

Accepted & Agreed


Sandy Hackett date: 9-2-06


Richard Feeney date: 9/2/06


Arthur Petrie date: 9-3-06