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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

HT REST VEGAS, LLC, a New York limited liability company,

Plaintiff,

v.

STEVE WYRICK, an individual; and  
WYRICK MAGICAL PRODUCTIONS,  
INC., a Texas corporation,

Defendants.

Docket No.: 2:09-CV-

**COMPLAINT**

Plaintiff HT Rest Vegas, LLC complains and alleges against defendants as follows:

1. Plaintiff HT Rest Vegas, LLC ("HT Rest Vegas") is a limited liability company that was organized under the laws of the State of New York and is authorized to conduct business in the State of Nevada.

2. The members of HT Rest Vegas are of citizens of New York, New Jersey, or Montana.

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1 3. HT Rest Vegas is informed and believes that defendant Steve Wyrick  
2 ("Wyrick") is a citizen of the State of Nevada.

3 4. HT Rest Vegas is informed and believes that defendant Wyrick Magical  
4 Productions, Inc. ("Wyrick Magical") is a Texas corporation with its principal place of  
5 business in Nevada.  
6

7 5. Complete diversity of citizenship exists between the parties.

8 6. The matter in controversy in this action exceeds \$75,000, exclusive of  
9 interest and costs.  
10

11 7. This Court has jurisdiction over this matter pursuant to 28 U.S.C.  
12 § 1332(a).

13 8. A substantial part of the events or omissions giving rise to HT Rest  
14 Vegas's claim occurred in Clark County, Nevada.

15 9. This Court is the proper venue for this action pursuant to 28 U.S.C.  
16 § 1391(a).  
17

18 10. HT Rest is the owner and operator of a restaurant commonly known as  
19 Hawaiian Tropic Zone located inside the Miracle Mile Shops at Planet Hollywood  
20 Resort and Casino.  
21

22 11. Wyrick is a magician/entertainer who performs a show in theater that is  
23 owned and operated by Wyrick Magical inside the Miracle Mile Shops at Planet  
24 Hollywood Resort and Casino.

25 12. Wyrick owns all of the stock or other ownership interests in Wyrick  
26 Magical.  
27  
28

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1 13. On August 28, 2008, HT Rest entered into a written contract (the  
2 "Agreement") with Wyrick and Wyrick Magical for the purpose of cross-promoting their  
3 respective brands and business enterprises.

4 14. HT Rest performed all of its obligations under the Agreement.

5 15. In connection with the Agreement, Wyrick and Wyrick Magical provided  
6 HT Rest with 3,000 VIP Complimentary Vouchers to the Steve Wyrick Real Magic  
7 Show (the "Show Vouchers") for re-sale to the general public.

8 16. Pursuant to the terms of the Agreement, Wyrick and Wyrick Magical  
9 agreed to repurchase any unsold Show Vouchers from HT Rest on August 28, 2009 at  
10 the agreed upon price of \$30 per Show Voucher.

11 17. On August 28, 2009 HT Rest had 2,927 unsold Show Vouchers.

12 18. Despite repeated demands upon Wyrick and Wyrick Magical, the  
13 defendants have refused to repurchase the 2,927 unsold Show Vouchers for the agreed  
14 upon amount of \$87,810.

15 19. Additionally, Wyrick Magical agreed to reimburse HT Rest for any  
16 dinner vouchers (the "Dinner Vouchers") that were presented to HT Rest by customers  
17 who purchased a dinner/show package from Wyrick Magical.

18 20. Pursuant to the terms of the Agreement, Wyrick Magical was to  
19 reimburse HT Rest at the agreed upon rate of \$45 per Dinner Voucher.

20 21. Although HT Rest has submitted 36 Dinner Vouchers to Wyrick Magical  
21 for reimbursement, Wyrick Magical has failed to make the required payment of \$1,620.

22 22. Wyrick and Wyrick Magical have further breached the Agreement by  
23 failing to advertise the dinner/show package as agreed, and failing to use their best  
24 commercially reasonable efforts to sell the dinner/show packages.

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**FIRST CAUSE OF ACTION  
BREACH OF CONTRACT (Against Wyrick and Wyrick Magical)**

23. HT Rest incorporates all preceding allegations as if set forth in full herein.

24. A valid and binding contract exists between the parties.

25. HT Rest has faithfully performed its obligations under the Agreement.

26. Wyrick and Wyrick Magical have breached the Agreement by:

A. Failing to repurchase the unsold Show Vouchers from HT Rest;

B. Failing to reimburse HT Rest for the Dinner Vouchers that customers presented to HT Rest for redemption;

C. Failing to advertise the dinner/show package as agreed; and

D. Failing to use Wyrick and Wyrick Magical's best commercially reasonable efforts to sell the dinner/show packages.

27. Wyrick and Wyrick Magical's breach of their obligations under the Agreement have caused damages to HT Rest in an amount in excess of \$89,430.

28. As a result of Wyrick and Wyrick Magical's breach, HT Rest has been required to retain the services of an attorney to bring this action, and are entitled to recover their reasonable attorney's fees and costs.

**SECOND CAUSE OF ACTION  
BREACH OF THE IMPLIED COVENANT OF GOOD  
FAITH AND FAIR DEALING (Against Wyrick and Wyrick Magical)**

29. HT Rest incorporates all preceding allegations as if set forth in full herein.

30. HT Rest, Wyrick, and Wyrick Magical are parties to the Agreement.

31. Under Nevada law, Wyrick and Wyrick Magical owed a duty of good faith to HT Rest by virtue of the contractual relationship between them.

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1 32. Wyrick and Wyrick Magical breached that duty by performing in a  
2 manner that is unfaithful to the purpose of the Agreement.

3 33. HT Rest's justified expectations under the Agreement were denied.

4 34. Wyrick and Wyrick Magical's breach of their duties under the Agreement  
5 have caused damages to HT Rest in an amount in excess of \$89,430.  
6

7 1. As a result of Wyrick and Wyrick Magical's breach, HT Rest has been  
8 required to retain the services of an attorney to bring this action, and are entitled to  
9 recover their reasonable attorney's fees and costs.  
10

11 Wherefore, HT Rest prays for relief as follows:

- 12 1. For an award of damages in excess of \$89,430, the exact amount to be  
13 proven at trial;  
14 2. For pre-judgment and post-judgment interest;  
15 3. For HT Rest's reasonable attorney's fees and costs; and  
16 4. For any further relief this Court deems just and appropriate.  
17

18 Dated this 2 day of November, 2009.

19 **BECK PINGEL**

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