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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES - WEST JUDICIAL DISTRICT**

10 DARRICK ANGELONE, an individual; and
11 AONE CREATIVE, LLC, a Florida Limited
Liability Company,

12 Plaintiffs,

13 v.

14 DEON TAYLOR, an individual; ROXANNE
15 TAYLOR, an individual; HIDDEN EMPIRE
16 HOLDINGS, LLC; HYPER ENGINE, LLC;
and DOES 1 through 50,

17 Defendants.

CASE NO. 22SMCV01633

SECOND AMENDED COMPLAINT FOR:

- (1) BREACH OF EXPRESS PARTNERSHIP AGREEMENT
- (2) BREACH OF IMPLIED PARTNERSHIP AGREEMENT
- (3) BREACH OF FIDUCIARY DUTY
- (4) CONSTRUCTIVE FRAUD
- (5) PROMISSORY FRAUD
- (6) NEGLIGENT MISREPRESENTATION
- (7) CONSPIRACY TO COMMIT FRAUD
- (8) UNJUST ENRICHMENT
- (9) UNLAWFUL BUSINESS PRACTICES (VIOLATION OF BUS. & PROF. CODE §17200)
- (10) DECLARATORY RELIEF
- (11) SPECIFIC PERFORMANCE
- (12) QUANTUM MERUIT

[Unlimited Jurisdiction] Assigned to Dept. M
Amount in controversy exceeds \$25,000.00

27 Plaintiffs, DARRICK ANGELONE and AONE CREATIVE, LLC allege as follows:
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1
2 1. Plaintiff DARRICK ANGELONE (hereinafter referred to as “Darrick”), is now, and
3 at all times mentioned herein, an individual residing in the County of Los Angeles, California.
4 Darrick is the founder, CEO, and managing-member of Plaintiff AONE Creative, LLC.

5 2. Plaintiff AONE CREATIVE, LLC, a Florida Limited Liability Company,
6 (hereinafter referred to as “AONE”) is now, and at all times mentioned herein, an entity doing
7 business in the City of Fort Lauderdale, County of Broward, Florida.
8

9 3. Defendant DEON TAYLOR (hereinafter referred to as “Deon”) is now, and at all
10 times mentioned herein, an individual residing in the County of Placer, California.

11 4. Defendant ROXANNE TAYLOR (hereinafter referred to as “Roxanne”) is now,
12 and at all times mentioned herein, an individual residing in the County of Placer, California.

13 5. Defendant HIDDEN EMPIRE HOLDINGS, LLC (hereinafter referred to as
14 “Hidden Empire”) a Delaware Limited Liability Company, is now, and at all times mentioned
15 herein, an entity doing business in the City of Santa Monica, County of Los Angeles, California,
16 Defendant HYPER ENGINE, LLC is a Calif. limited liability company doing business in Santa Monica.
17

18 6. The true names and capacities, whether individual, corporate, partnership, associate,
19 or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown
20 to Plaintiffs, who therefore sue said Defendants by fictitious names pursuant to Section 474 of the
21 California Code of Civil Procedure. Plaintiffs are informed and believe, and thereon allege, that
22 each such fictitiously named defendants were/are responsible for the acts, errors and/or omissions
23 hereinafter alleged to have proximately caused injury and damages to Plaintiffs. Plaintiffs are
24 further informed and believe, and based upon such information and belief allege that at all times
25 herein relevant, each such fictitiously named defendant was acting as a servant, alter-ego, agent
26 and employee of each and every co-defendant, and in committing the acts and omissions
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1 hereinafter alleged, were acting within the course and scope of such employment and authority, and
2 with the knowledge and consent of said co-defendants; each defendant ratified and approved the
3 acts of the other defendants. Plaintiffs will seek leave of court to amend the Complaint to show the
4 true names and capacities of the Defendants designated herein as DOES when ascertained. When
5 reference is made to “Defendants” in this Complaint, such allegation shall be deemed to mean the
6 acts of Defendants acting individually, jointly, or severally.

7
8 7. Plaintiffs are further informed, believe, and thereon allege that Defendants, and each
9 of them, were and are the agents, employees, servant, delegate, partners, joint-venturers, co-
10 conspirators, owners, principals and/or employers of the remaining Defendants, and at all times
11 herein mentioned were acting within the course and scope of such agency, service, employment,
12 partnership, conspiracy, delegation, ownership and/or joint venture. and with the knowledge and
13 consent of said co-defendants, and each Defendant ratified and approved the acts of the other
14 defendants.

15
16 8. Plaintiffs are further informed and believe and thereon alleges that the acts and
17 conduct herein alleged of each such Defendant were known to, authorized by and/or ratified by the
18 other Defendants, and each of them. Plaintiffs also are further informed and believe that
19 Defendants DEON TAYLOR and ROXANNE TAYLOR confirmed, authorized and ratified the
20 unlawful conduct of Hidden Empire, and each other.

21
22 9. Plaintiffs are informed and believe that in doing the wrongful, illegal, tortious,
23 intentional acts hereinafter alleged, Defendants and each of them acted as the agents and co-
24 conspirators of the other Defendants, acted within the course and scope of said agency, and acted
25 with the knowledge, consent, and approval of the other Defendants. At all relevant times, unknown
26 to the Plaintiffs, Defendants directed one another to perform certain fraudulent actions in
27 California, at the behest of the other Defendants. As detailed below, the Defendants worked in

1 concert with the other Defendants, as part of the Defendants’ collective effort to achieve the illicit
2 objectives.

3 **BACKGROUND ALLEGATIONS**

4 **Factual Introduction**

5
6 10. Plaintiffs Darrick Angelone and AONE (collectively referred to hereinafter as
7 “Plaintiffs”) bring this action to obtain relief from the betrayal and fraudulent conduct committed
8 by former business partners, Deon Taylor and Roxanne Taylor (collectively referred to hereinafter
9 as “Defendants”), involving a marketing company founded for the general purpose of using
10 Plaintiffs’ digital and creative services to benefit Defendants, their companies, and/or their clients.

11 11. As set forth more fully below, Plaintiffs agreed to engage in business with and offer
12 their services to Defendants for the purpose of forming a mutually beneficial business relationship
13 through the formation of a marketing subsidiary to service Defendants’ companies and other
14 clients. Plaintiffs and Defendants did in fact enter into an operating agreement for this purpose,
15 agreeing to divide any profits and equally sharing in any losses.

16
17 12. In or around September 2011, Darrick was first introduced to Deon Taylor by
18 Deon’s business attorney, Sandy Fox of Fox Law Group. From thereon after, Plaintiffs and
19 Defendants engaged in a continuing business relationship in which Plaintiffs were hired to provide
20 marketing, website domain, and other digital services for Defendants and their company, Hidden
21 Empire Film Group, LLC.

22
23 13. On or about June 24, 2021, Hidden Empire Film Group was reincorporated in
24 Delaware under the name Hidden Empire Holdings, LLC. Hidden Empire is hereinafter referred to
25 as “HEFG” for the purposes of this Complaint.

26 14. On or about April 26, 2012, AONE and HEFG entered into contract to develop
27 websites at the domains of www.lmaocomedyseries.com and www.hiddenempirefilmgroup.com

1 for \$22,500. This contract ceased to be valid when, in 2014, HEFG lost the domain
2 hiddenempirefilmgroup.com to a third party. The hiddenempirefilmgroup.com domain did not
3 return for use by HEFG until 2015 when AONE recovered it from whomever had registered it
4 away from HEFG in 2014. During that time, HEFG had no access to the domain, while AONE
5 secured the hiddenempirefilms.com domain on behalf of Defendants. AONE thereafter continued
6 to renew the HEFG domain name every year as necessary.

7
8 15. Since then, Defendants and Plaintiffs agreed that Plaintiffs would continue to
9 provide marketing and other digital services to Defendants, which included digital and social media
10 marketing, developing website domains, and creating digital content such as video and
11 applications.

12 16. On or about September 1, 2015, Hidden Empire Film Group, LLC was made
13 inactive by the California Secretary of State. HEFG was never made active again by Deon and/or
14 Roxanne. Defendants continued to execute contracts under the inactive Hidden Empire Film
15 Group LLC thereafter until said LLC was registered again on August 8, 2018 by the Hidden
16 Empire Film Group trademark holder, Mark Chalant Phifer. On or about July 1, 2021 Hidden
17 Empire Film Group LLC, as registered to Mark Chalant Phifer in 2018, was made inactive by the
18 California Secretary of State.

19
20 **Plaintiffs And Defendants Form an LLC Called Hyper Engine**

21 17. On or about November 1, 2017, Roxanne Taylor sent an email to Darrick
22 concerning the need to “connect” regarding the creation and structure of a digital marketing
23 company between Plaintiffs and Defendants.

24
25 18. On or about December 12, 2017, Darrick was asked by Deon Taylor to join a
26 meeting between Deon and Kevin Wiess at the Ramada Inn in Burbank, to discuss a potential
27 partnership between HEFG and Optimad Media, LLC to create a digital marketing company for
28

1 HEFG motion pictures. Later, on or about December 18, 2017, Deon sent an email to Darrick
2 imploring him to meet with Optimad again and investigate their business operations to evaluate
3 whether it was a good idea to partner with them to create a joint marketing company. Thereafter,
4 Defendants decided that the parties should move forward with no other partners at that time and to
5 instead create an in-house marketing company.

6 19. On or about January 29, 2018, Darrick and Defendants engaged in verbal
7 discussions regarding the creation of Hyper Engine, LLC (“Hyper Engine”), a digital marketing
8 company in which AONE and Deon and Roxanne would be partners. As mentioned above, Plaintiffs were
9 already handling all digital related services for HEFG at the time, including paid media buys for
10 films self-released by HEFG and those released with a partner distributor such as Sony or
11 Lionsgate. Defendants customarily would not put Plaintiffs and Defendants agreements into writing, with
12 the exception of some agreements and the films Meet the Blacks in 2016 and Traffik in 2018 (which was
13 prior to the Hyper Engine partnership discussions), but always included Plaintiffs in planning and
14 expected them to perform as necessary with no defined scope or expectations actually written in
15 detail beforehand. By this time, it was routine practice for HEFG to defer any tasks or affairs
16 needed by talent, staff, partners, or clients and direct them to Darrick and AONE.

17 20. On or about February 24, 2018, AONE submitted to Defendants by email a budget
18 created by AONE for HEFG digital infrastructure, which discussed equity in Hyper Engine.

19 21. On or about March 1, 2018, Defendants created a draft operating agreement for Hyper
20 Engine, created by Defendants Deon and Roxanne and Velma Sykes, Head of Business Affairs for HEFG.
21 It was sent to Plaintiffs for review on August 1, 2019. Within this agreement, Darrick was designated as a
22 member of Hyper Engine, LLC along with Deon Taylor, Roxanne Taylor, and Robert Smith. The
23 agreement further provided that Robert Smith would split 50% in net profits and losses, while
24 Deon, Roxanne, and Darrick would evenly split the remaining 50% in profits and losses.
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27
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1 22. Hyper Engine, LLC was officially formed on March 1, 2018 (CA Secretary of State
2 No. 201807410500) and remains active as of the date of this Complaint. Following the formation
3 of Hyper Engine, Plaintiffs began efforts to provide marketing services for HEFG and other
4 various clients through Hyper Engine. As part of their role within Hyper Engine, Plaintiffs were
5 solely responsible for marketing, web domain, and all other digital, creative, or IP services which
6 includes but is not limited to:

7 a. Creating and presenting decks to pitch Hyper Engine services to
8 entertainment companies such as Sony Pictures Entertainment, Lionsgate Films, and Warner
9 Brothers;

10 b. Creating and executing digital marketing and political outreach campaigns
11 wherein AONE created a significant amount digital graphics and branding across social media,
12 television, print, and other online digital media;

13 c. Creating digital marketing campaigns to promote films created or directed
14 by HEFG and other independent entertainment clients;

15 d. Creating digital branding, domain names, pitch decks, and other digital
16 marketing for various endeavors and projects undertaken by Defendants and clients referred to
17 Darrick or AONE by Defendants; and

18 e. Developing a COVID-19 vaccine campaign to be executed by hyper engine
19 with CDC grant money given to the Coalition of National Black Churches (“CNBC”), whereby
20 AONE was engaged to advertise for the vaccine campaign, create pitch decks, perform copy
21 writing, register domain name(s), and conduct political advertising research, while creating and
22 executing the digital strategies.

23 23. On or about December 1, 2019, Deon and Roxanne created a second operating
24 agreement for Hyper Engine, in which Deon was named 33.34% owner, Roxanne Taylor was
25

1 named 33.33% owner and Plaintiffs were named 33.33% owner. This agreement further provided
2 that company profits and losses shall be split 66.67% to Deon and Roxanne Taylor and 33.33% to
3 Plaintiffs. Plaintiffs are informed and believe that a long-form version of this operating agreement
4 was signed and executed by Deon Taylor.

5 24. Throughout the parties' business relationship, Defendants intentionally and with
6 actual knowledge misled Plaintiffs into believing they were a partner or member of Hyper Engine.
7 Namely, Defendants repeatedly represented and reassured Plaintiffs that they were a partner or
8 member of Hyper Engine and would share equally in the profits of the company. Additionally,
9 Darrick or AONE's status as a member was stated in Hyper Engine's operating agreements, the
10 Hyper Engine company bank account, and various verbal and written communications between
11 Plaintiffs and Defendants. Specific facts supporting Plaintiffs' status as a member of Hyper Engine
12 include, but are not limited to:

13
14 a. Plaintiffs were named as a member and 16.66% owner of Hyper Engine,
15 LLC in a draft operating agreement for Hyper Engine dated March 1, 2018;

16
17 b. Plaintiffs were named as a member and 33% owner of Hyper Engine, LLC
18 in an operating agreement dated December 1, 2019;

19 c. Plaintiffs are informed and believe that, during September 2019,
20 Defendants confirmed with Plaintiffs the details of the Hyper Engine, LLC, which also reflected
21 a mutual understanding and confirmation of the creation of Hyper Engine, LLC, with the California
22 Secretary of State, which was brought to Plaintiffs' attention by Defendants verbally;

23
24 d. On or about Sept. 20, 2019, Roxanne created a Hyper Engine bank account
25 in which Darrick was listed as a signatory, in which Defendants advised Plaintiffs by email and verbally;

26 e. On or about Sept. 20, 2019, Roxanne created a debit card in Darrick's name for
27 the above Hyper Engine bank account, in which Defendants advised Plaintiffs by email and verbally;

1 f. In a telephone discussion on or about February 23, 2020 with Roxanne
2 regarding the formation of Hyper Engine, Roxanne verbally proposed a split in ownership of 1/3
3 (33%) to each Deon, Roxanne, and Darrick;

4 g. The aforementioned marketing, web domain, and other digital or IP services
5 conducted through Darrick's company, AONE, are consistent with a membership role in Hyper
6 Engine and within the scope of Darrick's expected duties as a digital marketing/social media
7 partner;
8

9 h. Plaintiffs were consistently referred to as a partner or member of Hyper
10 Engine, both orally and in written documents, throughout the parties' business relationship;

11 i. In or around December 2019, AONE created and printed Hyper Engine
12 business cards for Deon, Roxanne, and Darrick;

13 j. On or about March 6, 2018, AONE circulated a Hyper Engine pitch deck
14 created by AONE in collaboration with an HEFG designer, in which Darrick is listed as "Chief
15 Technology Officer" of the executive team consisting of Darrick, Deon, and Roxanne. All words
16 and data included in the deck were provided by AONE; and
17

18 k. Following the creation of the Hyper Engine pitch deck, subsequent changes
19 to the decks each list Darrick as an executive of Hyper Engine.

20 25. Since the inception of Hyper Engine, Defendants repeatedly assured Plaintiffs that
21 they were partners in Hyper Engine as reflected in written operating agreements, verbal
22 communications, and Defendants' manifestations or actions consistent with the operation of a
23 partnered business.
24

25 26. Plaintiffs are further informed and believe that Defendants, without Plaintiffs'
26 knowledge or approval, were diverting funds from the Hyper Engine bank account and committing
27

1 them to personal use and to finance debts for various HEFG projects throughout the course of the
2 parties' business relationship.

3 27. On or about August 20, 2019, Darrick notified Defendants by email that AONE
4 maintains ownership of all works created by AONE, including domains and social accounts created
5 in collaboration between AONE and HEFG.

6 **Defendants Exclude Plaintiffs From Hyper Engine**

7
8 28. Unbeknownst to Plaintiffs, at some time after the formation of Hyper Engine,
9 Defendants formed an undisclosed intent to breach the company operating agreement, exclude
10 Plaintiffs from the LLC, and take Hyper Engine's assets, proprietary information, and intellectual
11 property and claim it as their own. At this time, while outwardly manifesting a continuing intent to
12 develop Hyper Engine as an equal partner with Plaintiffs, Defendants secretly began to take steps
13 in preparation of excluding Plaintiffs from their rightful share in the company.

14
15 29. Defendants have continuously failed to recognize to Plaintiffs as a member or
16 partners in Hyper Engine, despite numerous promises and reassurances that such partnership was
17 created. Further, Defendants have repeatedly refused to create written services agreements or
18 contracts to define much of the work performed by Plaintiffs for Defendants. As such, Plaintiffs
19 have relied to their detriment on Defendants' knowingly false representations that they were a
20 member of Hyper Engine. Had Plaintiffs known the actual facts as set forth herein concerning
21 Defendants' failure to consummate a binding partnership or operating agreement for Hyper Engine,
22 Plaintiffs would not have performed their services for Defendants nor otherwise agreed to partner
23 with Defendants as member of Hyper Engine and sustain resulting losses. Plaintiffs are thus
24 entitled to a share in the control and management of Hyper Engine, and a share equal to no less
25 than 33% of the profits and losses of Hyper Engine.
26

1 30. Beginning in or around April 2021, Defendants hired Quincy Newell, Esq. as Chief
2 Operating Officer (COO) of HEFG. As part of his role, Quincy was employed to help restructure
3 HEFG, which included adding Hyper Engine as a subsidiary or wing of HEFG. During this time,
4 Plaintiffs were continuously relying on the aforementioned false promises and actions by
5 Defendants which gave them the impression that they were a member of Hyper Engine and would
6 retain their partnership interest upon restructuring. However, Plaintiffs were notably excluded from
7 discussions regarding the restructuring of HEFG to include Hyper Engine as the marketing
8 subsidiary of HEFG, an act which raised Plaintiffs' suspicions.

10 31. Following the hiring of Quincy Newell, Defendants knowingly ignored or
11 disregarded any attempts by Plaintiffs to formalize a partnership or operating agreement for Hyper
12 Engine upon restructuring, and further continued to refuse to create written contracts for the work
13 and services provided by Plaintiffs to Defendants.

14 32. On or about February 22, 2022, Darrick introduced Darrell Thompson, Esq. to
15 Deon, Roxanne, and Quincy Newell via email to negotiate the terms of a binding Hyper Engine
16 LLC operating agreement, to protect Plaintiffs' one third (33.33%) interest in the company upon
17 restructuring. Specifically, Darrick's email states "I want to make sure that the loose ends of our
18 partnership surrounding Hyper Engine are nailed down. My hope is that Darrell can work with
19 Quincy to formalize the terms and that an agreement can be made without any further delay."
20 Following this email, Quincy and Darrell had a conversation about the matter sometime in March.
21 On or about March 15, 2022, Darrell followed up with Quincy by providing proposed nonbinding
22 terms for the Hyper Engine partnership. In an email dated March 16, 2022, Quincy acknowledged
23 the proposed terms and asked some questions about them, but otherwise did not agree to any terms.
24 Thereafter, Darrell followed up with Quincy by email on Mar 21 and Mar 24, 2022, each time
25 without a response. Weeks later, Darrell again followed up with Quincy on April 8, 2022. This
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1 time, Quincy responded on April 8, 2022 stating that HEFG is not ready to “engage in any
2 discussion” regarding plans for Hyper Engine, to which Darrick expressed his concern that
3 formalization was long overdue and should be addressed with urgency. That same date, Darrick
4 received a voice memo from Deon in which Deon stated that Hyper Engine “is not a real
5 company.” At this moment, Plaintiffs became aware of Defendants' intent to continue operating
6 Hyper Engine to the exclusion of Plaintiffs as a partner or member. Later, on or about April 21,
7 2022, Quincy responded with a demand for a master services agreement to cover all services then
8 provided by Plaintiffs to HEFG or Hyper Engine, which was seemingly to detract from Plaintiffs’
9 demand to formalize an operating agreement. On or about Apr. 22, 2022, Roxanne then responded
10 and claimed that HEFG or Hyper Engine will engage AONE as they have been doing, but notably
11 refused to put it in writing. Based on the foregoing, it is evident that Defendants knowingly sought
12 to avoid continuing a partnership with Plaintiffs in breach of past promises and mutual
13 understanding between the parties.
14

15
16 33. On or about Apr 26, 2022, Roxanne asked Darrick in an email for social media
17 account access, to which Darrick replied and stated AONE’s position about outstanding balances
18 for past services provided by Plaintiffs and his personal dissatisfaction with the approach Quincy
19 was taking in avoiding formalization of a Hyper Engine partnership, which was counter to the
20 parties understanding and longstanding professional relationship.
21

22 34. During 2022, through conversations with Defendants, Plaintiffs became aware that
23 Hyper Engine was being restructured by Defendants without consultation from Plaintiffs, and Plaintiffs
24 were being formally excluded from ownership and the business decision making progress.

25 35. On or about June 28, 2022 Darrick sent an email follow up to Deon, Roxanne, and
26 Quincy checking on when payment of past due balances would be made. On that same date,
27 Roxanne replied to the above email and said payment will be made before the end of July 2022. On
28

1 or about August 1, 2022, Deon emailed AONE and Darrell stating that he plans to pay any
2 outstanding balance on that same date and suggested that, because they are paying past due balance
3 for services long past provided, he should get access to AONE property that was never contingent
4 on payment of the invoices originally or in past due status. On that same date, Quincy added to the
5 abovementioned email chain in an attempt to change terms by seeking to confirm whether Darrick
6 “will turn over all admin passwords and account access information e.g., email accounts, social
7 media etc.. to Roxanne and Deon.” Darrick responded by rejecting that assertion as contrary to his
8 understanding.
9

10 36. On or about August 3, 2022, payment for past due balances for services provided by
11 Plaintiffs to Defendants spanning from 2020 to April 2022 were received by AONE. Thereafter,
12 from August 4 to 9, Quincy and Deon made email demands to Darrick and AONE to turn over
13 account credentials and server logins created and owned by AONE, none of which have been under
14 contract nor ever been the property of HEFG.
15

16 37. On or about Aug 9, 2022, AONE emailed the HEFG team reiterating that since past
17 due balances have then been paid, the parties may address all the outstanding issues at hand. That
18 same day, Deon added to the above email discussion with more promises about how HEFG “are
19 willing to keep building” and “have other business to do.” In response, Darrick once again
20 reiterated that the mutual understanding was that a “Hyper Engine partnership be formalized and to
21 include a master agreement over all digital IP owned by AONE and or claimed by HEFG” before
22 the transfer of any property rightfully belonging to AONE or Darrick. Plaintiffs are informed and
23 believe that Defendants by their abovementioned acts intended to exclude Plaintiffs from
24 membership in Hyper Engine, contrary to past understanding and agreement
25 between the parties. Plaintiffs have since been denied their rightful share in the control and
26 management of Hyper Engine, including its accounting, profits, and losses.
27
28

Plaintiffs and HEFG

1
2 38. Plaintiffs are further informed and believe, and on that basis allege, that they have
3 a longstanding business relationship with HEFG and provides services regularly to
4 HEFG and Defendants, and representations made by HEFG and Defendants,
5 as set forth below. For instance, on or about May 7, 2018, Roxanne confirmed by email that
6 Darrick (through his company AONE) handles all social media and URLs (aka domains) for
7 HEFG. Additionally, an HEFG directory dated May 23, 2018 and circulated to Darrick and other
8 members or clients of HEFG listed Darrick as “Partner”.

9
10 39. In or around August 2021, Plaintiffs were engaged, to handle the digital marketing
11 for the Theatrical release of the HEFG movie titled “Fear”, which at the time was schedule for
12 release on February 12, 2022. Weekly Zoom meetings ensued for approximately 7 months
13 regarding the film. The film release was later moved to May 10, then August 26, 2022. As of the
14 date of this Complaint, the film’s release date remains unknown while AONE has spent
15 \$125,000.00 for development and time invested by AONE staff to be present at meetings, which
16 remains unrecouped by Plaintiffs.

17
18 40. Plaintiffs have spent countless hours in their engagement for marketing the Fear
19 film, all of which was done. The services Plaintiffs have performed or developed for this project
20 include, but are not limited to:

21 a. On or about August 2, 2021, Plaintiffs registered the necessary domains and
22 social media handles for Fear;

23 b. On or about August 6, 2021, Darrick submitted a demo website design for
24 the Fear movie teaser launch via an iMessage thread with Defendants;
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1 c. From August 2021 through the present, Plaintiffs have endeavored to
2 develop a marketing strategy for Fear based on weekly meeting discussions and to develop special
3 integrations such as NFT and mobile gaming elements; and

4 d. On or about January 13, 2022, Plaintiffs introduced via email the Fear
5 Instagram Filter concept to the HEFG team, created by AONE to be a part of the Fear movie
6 marketing strategy.

7
8 41. On or about April 1, 2022 Darrick Submitted a social concept and publishing
9 strategy for HEFG via iMessage to Deon and Omar Joseph, VP of production at HEFG

10 42. In or around November 2021, Darrick proposed a Fear video game and NFT
11 activation as part of a larger marketing plan to Deon, to which Deon replied, “Let’s go” and
12 engaged the rest of the HEFG executives to start the project. AONE continued planning and
13 development for the game/app, including design and beta testing. On or about January 21, 2022,
14 AONE shared the Fear game plan via email with another Web3 company named Cube, along with
15 their principals. Later in April 2022, Roxanne set up a meeting with Cube and their principals, to
16 the exclusion of Plaintiffs, to discuss engaging them to execute a strategy similar to the one created
17 by and presented to them by AONE. Cube was a company that Plaintiffs originally had a relationship
18 with, in which Plaintiffs introduced Cube to Defendants.

19
20 43. On or about September 8, 2018, Darrick sent Deon via email a proposal for a
21 campaign, presently named Be Woke Vote, to encourage voting across different political
22 campaigns and promote political outreach. Plaintiffs have spent numerous hours in their
23 performance and development of this project, which includes but is not limited to:

24
25 a. From October 2018 to July 2020, AONE exclusively created all digital
26 graphics for the Be Woke Vote campaign branding across social media, television, print, and other
27

1 online digital media. The rights to these graphics and authorship of copywriting have never been
2 transferred away from AONE;

3 b. On or about September 19, 2018, AONE registered BE WOKE LLC. With
4 the California Secretary of State (CA Secretary of State No. 201826710371);

5 c. In or around October 2018, HEFG executed all Be Woke Vote talent
6 contacts in the name of the AONE-owned BE WOKE LLC; and

7 d. In or around November 2020, AONE oversaw the partnership and creative
8 development between Mike Bloomberg's Hawkfish digital targeting company, the P.A.C.
9 BlackPAC, and Be Woke.Vote's final 72hr Get Out To Vote (GOTV) digital targeting campaigns.

10 44. Further, in or around October 2018, Be Woke Vote production call sheets circulated
11 to Plaintiffs and HEFG list Darrick as creative director and social media director for the campaign.
12 There was never a written contract or services agreement presented to Plaintiffs regarding the agree
13 upon work Plaintiff completed on this project.

14 45. On or about March 25, 2022, Darrick presented to Deon and Omar, via iMessage,
15 merchandise and ecommerce that Plaintiffs had been developing for HEFG for several years.

16 46. Throughout the parties' relationship, Plaintiffs consistently advanced significant
17 marketing campaign costs on behalf of HEFG or Hyper Engine. Specifically, Plaintiffs routinely
18 advanced over \$100,000 for digital marketing on each project performed for Defendants, which
19 was done under the impression that Plaintiffs were a member with ownership interest in Hyper Engine
20 and not merely an independent contractor.

21 47. Based on the aforementioned representations by Defendants and services or
22 contributions provided by Plaintiffs throughout the parties' longstanding business relationship, it is
23 Plaintiffs' belief that a partnership agreement arose between Plaintiffs, Deon, and
24 Roxanne with respect to Hyper Engine. Specifically, Defendants actions and Plaintiffs' performance of
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1 services throughout the parties' professional relationship were consistent with an unambiguous
2 intent to form a business partnership, such that Plaintiffs are entitled to no less than a one third
3 (33.33%) ownership stake in Hyper Engine, as well as the right to share in the management and profits of
4 the business. Defendants are now wrongfully retaining the interest and use of Plaintiffs' services
5 and proprietary information to derive profits and pecuniary gain to the exclusion of Plaintiffs.

6 48. Plaintiffs additionally claim ownership over various works and intellectual property
7 created by AONE for HEFG and/or Hyper Engine in reliance on Defendants misrepresentations or
8 material omissions. Specifically, the ICANN registered domain owner of ALL domains is AONE
9 Creative LLC, as has been the case since such domains were first registered. Further, the domains
10 were all paid for entirely by AONE when registered and when renewed. Additionally, AONE
11 retained all ownership of creative and authored works. Moreover, all social profiles and/or pages
12 were created by AONE. No persons except employees and contractors of AONE have ever had
13 access to any of the social media accounts created by AONE. Further, Darrick was never paid for
14 the many executive roles he covered for HEFG and Hyper Engine.
15

16 49. Beginning in May of 2022, Plaintiffs have additionally incurred expenses in
17 providing their time and services to Defendants and HEFG, for which there are still outstanding
18 balances and expenses still presently accruing. Specifically, Plaintiffs are owed by HEFG or Hyper
19 Engine a total of \$35,818.41 for the following 7 invoices:
20

21 a. Invoice dated June 2, 2022 in the amount of \$8,864.06, for Web & Email
22 Server Management (\$1,999.00); database backups, plugin updates, database optimization, and
23 platform updates (\$3,500.00); HEFG Server costs (\$43.76) 3rd Party Workspace Email server costs
24 (\$321.30); and carrying cost of 2.5%. balance fee for open HEFG invoices from February 2021
25 through April 2022 (\$3,000.00.);
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1 51. Defendants, with the willful intent to defraud, intended that that their misstatements
2 and omissions had the unlawful purpose of inducing Plaintiffs into dealing with Defendants and
3 providing them with marketing, web domain, and all other digital or IP services on numerous
4 projects under the false impression that Plaintiffs had a shared partnership interest with Defendants.
5 The Defendants had actual knowledge that Plaintiffs would not have entered into any business
6 dealings with Defendants nor provided any abovementioned services if they were told the truth of
7 any of the above statements or omissions.
8

9 52. The Defendants were owners and controlling persons of HEFG and Hyper Engine,
10 and had direct involvement in their day-to-day operations. The material misrepresentations or
11 omissions from HEFG's verbal solicitations that were made to Plaintiffs in connection with
12 Plaintiffs' services was the collective and concerted action of the Defendants. The Defendants
13 were each involved in drafting, producing, reviewing, and/or disseminating the documents at issue
14 in this action and made verbal representations to Plaintiffs as well.
15

16 53. Plaintiffs are informed and believe, and based thereon allege, that after Defendants
17 breached the parties' operating agreement and excluded Plaintiffs from Hyper Engine.
18 Defendants have continued to operate the companies as their own businesses and investments
19 without allowing Plaintiffs to share in the management and profits of that business as agreed upon
20 when the company was formed.
21

22 54. The Defendants had actual knowledge, or had reasonable grounds to know, of the
23 misrepresentations and omissions of material facts set forth in this Complaint as all such facts were
24 readily available to them. The Defendants' material misrepresentations and omissions were done
25 knowingly and recklessly and for the purpose and effect of concealing information from the
26 Plaintiffs in order to further the Defendants' inappropriate and excessive gains from Plaintiffs'
27 services and contributions in reliance on an ownership stake in Defendants' companies. As a result
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1 of Defendants' representations of materially false and misleading information and failure to
2 disclose material facts, as set forth above, and in reliance on that information, Plaintiffs continued
3 to deal with Defendants in providing marketing, web domain, and any other digital or IP services,
4 which ultimately caused Plaintiffs direct damages in the form of lost profits, reputational harm, and
5 general, special, or consequential damages in an amount according to proof at trial.

6
7 **FIRST CAUSE OF ACTION**

8 **BREACH OF EXPRESS PARTNERSHIP AGREEMENT**

9 (Against All Defendants, Except Hidden Empire Holdings, LLC)

10 55. Plaintiffs repeat and incorporate herein by reference each and every allegation set
11 forth above as though fully set forth herein.

12 56. On or about December 1, 2019, Plaintiffs and Defendants entered into an operating
13 agreement to form Hyper Engine for the general purpose of using Plaintiffs' digital marketing
14 services to benefit Defendants, HEFG, Hyper Engine, and/or their clients, as set forth above.
15 Pursuant to this agreement, Deon was named 33.34% owner, Roxanne Taylor was named 33.33%
16 owner and Plaintiffs were named 33.33% owner. This agreement further provided that company
17 profits and losses shall be split 66.67% to Deon and Roxanne Taylor, and 33.33% to Plaintiffs.

18 57. At all times, Plaintiffs performed all conditions, covenants, and promises required to
19 be performed on his part in accordance with the terms of the operating agreement.

20 58. Defendants breached the agreement by, among other things, failing to treat Plaintiffs
21 as a formal partner of the LLC, excluding Plaintiffs from Hyper Engine's management and profits,
22 and claiming ownership of Plaintiffs' proprietary information and intellectual property developed
23 for Hyper Engine and HEFG, and owned by Plaintiffs.

24 59. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs have
25 sustained damages in an amount according to proof within the jurisdiction of this Court.

26 **SECOND CAUSE OF ACTION**

27 **BREACH OF IMPLIED PARTNERSHIP AGREEMENT**

1 (Against All Defendants, Except Hidden Empire Holdings, LLC)

2 60. Plaintiffs repeat and incorporate herein by reference each and every allegation set
3 forth above as though fully set forth herein.

4 61. In performing the acts and engaging in the conduct of creating pitch decks,
5 executing marketing campaigns, creating digital branding, registering domain names, and
6 executing other digital or IP services conducted through AONE, Plaintiffs and Defendants
7 manifested an intention to enter into an LLC operating agreement to do those things and to equally
8 share in the profits and losses therefrom.

9 62. Plaintiffs and Defendants held themselves out to the public as equal partners for the
10 development and execution of the described digital marketing and IP services.

11 63. Defendants performed these acts and conduct with the intent to form the described
12 LLC and operating agreement with Plaintiffs, who understood said intent and acted with their own
13 intent to create such LLC and enter into an operating agreement.

14 64. At no time did Defendants conclusively manifest an unambiguous intent to
15 Plaintiffs that they did not intend to remain in the partnership, until their exclusion of Plaintiffs
16 from Hyper Engine as alleged above.

17 65. At all times, Plaintiffs performed all conditions, covenants, and promises required
18 to be performed on their part in accordance with the terms of the operating agreement.

19 66. Defendants breached this operating agreement by, among other things, failing to
20 treat Plaintiffs as a formal partner of Hyper Engine, excluding Plaintiffs from
21 Hyper Engine's management and profits, and claiming ownership of Plaintiffs'
22 proprietary information and intellectual property developed for Hyper Engine and HEFG.

23 67. As a direct and proximate result of Defendant's wrongful conduct, Plaintiffs have
24 sustained damages in an amount according to proof within the jurisdiction of this Court.

25 **THIRD CAUSE OF ACTION**

26 **BREACH OF FIDUCIARY DUTY**

27 (Against All Defendants, Except Hidden Empire Holdings, LLC)

1 Defendants was fiduciary in nature. Defendants therefore owed Plaintiffs the fiduciary duties of
2 disclosure, loyalty, and care, and the obligation to conduct the company's business in good faith.
3 Because Plaintiffs' confidence in Defendants' integrity caused Plaintiffs to entrust Defendants with
4 the authority to act for the company, a confidential relationship existed at all times herein
5 mentioned between Plaintiffs and Defendants.

6 76. Defendants breached their fiduciary duties to Plaintiffs and violated the relationship
7 of trust and confidence by excluding Plaintiffs from their interest and assets in Hyper Engine,
8 by securing an advantage over Plaintiffs, and by misleading Plaintiffs to their prejudice.

9 77. Defendants misled and deceived Plaintiffs by: (i) failing to inform Plaintiffs that
10 Defendants would organize and operate Hyper Engine to the exclusion of Plaintiffs; (ii)
11 repeatedly promising Plaintiffs an ownership stake in Hyper Engine; (iii) failing to treat Plaintiffs
12 as a partner of Hyper Engine; (iv) excluding Plaintiffs from Hyper Engine's management
13 and profits as agreed; and (v) claiming ownership of Plaintiffs' proprietary information and
14 intellectual property developed for Hyper Engine and HEFG.

15 78. Because they reposed trust and confidence in Defendants' integrity, Plaintiffs
16 reasonably relied upon Defendants' statements that they would be an equal partner in Hyper
17 Engine, and further reasonably relied upon Defendants' omission(s) to inform Plaintiffs that
18 Defendants intended to organize Hyper Engine to the exclusion of Plaintiffs.

19 79. By virtue of this conduct, Defendants secured an advantage to the detriment of
20 Plaintiffs in that they gained ownership and/or a financial interest in Hyper Engine and any
21 of its subsidiaries to the exclusion of Plaintiffs.

22 80. As a proximate result of Defendants' conduct, Plaintiffs have sustained damages in
23 an amount according to proof within the jurisdiction of this Court.

24 **FIFTH CAUSE OF ACTION**

25 **PROMISSORY FRAUD**

26 (Against All Defendants, Except Hidden Empire Holdings, LLC)

1 81. Plaintiffs repeat and incorporate herein by reference each and every allegation set
2 forth above as though fully set forth herein.

3 82. “‘Promissory fraud’ is a subspecies of the action for fraud and deceit. A promise to
4 do something necessarily implies the intention to perform; hence, where a promise is made without
5 such intention, there is an implied misrepresentation of fact that may be actionable fraud.” (*Engalla*
6 *v. Permanente Medical Group, Inc.* (1997)15 Cal.4th 951, 973-974.) “[I]n a promissory fraud
7 action, to sufficiently allege defendant made a misrepresentation, the complaint must allege (1) the
8 defendant made a representation of intent to perform some future action, i.e., the defendant made a
9 promise, and (2) the defendant did not really have that intent at the time that the promise was made,
10 i.e., the promise was false.” (*Beckwith v. Dahl* (2012) 205 Cal.App.4th 1039, 1060.)

11 83. As stated above, Defendants represented on multiple occasions that Plaintiffs were a
12 partner and one third member of Hyper Engine, LLC, and thus entitled to a share in the company’s
13 profits and losses, as well as a share in the control and management of the company. However,
14 Defendants ultimately deceived Plaintiffs and never recognized them as a partner/member of
15 Hyper Engine, despite their repeated assurances. Further, Defendants intentionally and
16 with knowledge disregarded Plaintiffs’ requests to formalize an operating agreement for Hyper
17 Engine, and further refused to memorialize in writing most of the work Plaintiffs performed for
18 Defendants.

19 84. At the time Defendants agreed to designate Plaintiffs as a member of Hyper Engine
20 and proceed as partners, Defendants had no intention to include or recognize Plaintiffs as a partner
21 or member and share in the company’s losses, profits, and management functions.

22 85. As a direct and proximate result of Defendant’s fraud, Plaintiffs have been harmed
23 in an amount to be determined according to proof at trial, in excess of this Court’s jurisdiction, plus
24 prejudgment interest, costs, and reasonable attorney’s fees, if allowable by statute. Furthermore,
25 Defendant’s purposeful and deliberate conduct in defrauding Plaintiffs into entering into an
26 operating agreement which Defendant had no intention to fully perform at the time of agreement
27 evidence malice and despicable conduct towards Plaintiffs which entitles Plaintiffs to an award of
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1 punitive and exemplary damages as provided for by Civil Code section 3294, which are requested
2 herein.

3 **SIXTH CAUSE OF ACTION**

4 **COMMON LAW NEGLIGENT MISREPRESENTATION**

5 (AGAINST ALL DEFENDANTS, EXCEPT HIDDEN EMPIRE HOLDINGS, LLC)

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7 86. Plaintiffs repeat and incorporate herein by reference each and every allegation set
8 forth above as though fully set forth herein.

9 87. The business relationship and operating agreements between Plaintiffs and
10 Defendants constituted a relationship in which Plaintiffs reposed in Defendants deep trust,
11 dependence, confidence, counsel, and reliance such that a fiduciary relationship was established.

12 88. Defendants, with no reasonable grounds for believing them to be true, made
13 material misrepresentations and concealed material facts in order to induce Plaintiffs' agreement to
14 create and execute digital marketing or IP services for Hyper Engine and HEFG (and their clients),
15 for the pecuniary benefit of Defendants. Defendants knew that Plaintiffs would and did rely and
16 depend on Defendants' misrepresentations and judgments with regard to Plaintiffs providing their
17 valuable time and services, and in so doing, Defendants undertook Plaintiffs' trust and confidence,
18 and Defendants by their words and action, undertook and assumed a duty to advise, counsel and
19 protect Plaintiffs.

20 89. Plaintiffs at all times relied upon Defendants' representations, financial judgment,
21 and decision-making with regard to Hyper Engine in respect to Plaintiffs' decision to partner with
22 Defendants in forming Hyper Engine.

23 90. Defendants were aware of Plaintiffs' reliance, dependence upon, and trust of them
24 as principals of HEFG and Hyper Engine.

25 91. The Defendants made materially false representations to Plaintiffs as mentioned
26 above. The Defendants were members and controlling persons of Hyper Engine and had direct
27 involvement in its day-to-day operations. The material omissions from Defendants' written and
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1 verbal solicitations that were made to Plaintiffs in connection with inducing them to enter into a
2 business relationship with Defendants was the collective and concerted action of the Defendants.
3 The Defendants were each involved in drafting, producing, reviewing, and/or disseminating the
4 information at issue in this action and made material verbal misrepresentations to Plaintiffs as well.

5 92. In detrimental reliance and as a result of the dissemination of the materially false
6 and misleading information and failure to disclose material facts by Defendants, as set forth above,
7 Plaintiffs agreed to create and execute digital marketing or IP services for Hyper Engine and HEFG
8 (and their clients), for the pecuniary benefit of Defendants. Plaintiffs' detrimental reliance upon
9 Defendants' misstatements was reasonable. Plaintiffs would not have done so and suffered the
10 economic loss associated with providing services and allowing Defendants and Hyper Engine to
11 benefit from Plaintiffs' good name and reputation had the true information been disclosed to
12 Plaintiffs by the Defendants.

13 93. As a direct and proximate result of the wrongful conduct of the Defendants,
14 Plaintiffs suffered damages in connection with being fraudulently induced to enter into the
15 abovementioned business relationship with Defendants.

16 **SEVENTH CAUSE OF ACTION**

17 **CONSPIRACY TO COMMIT FRAUD**

18 (AGAINST ALL DEFENDANTS, EXCEPT HIDDEN EMPIRE HOLDINGS, LLC)

19 94. Plaintiffs repeat and incorporate herein by reference each and every allegation set
20 forth above as though fully set forth herein.

21 95. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
22 herein, Defendants knew and failed to disclose to Plaintiffs that, at the time Plaintiffs agreed to
23 become a member in Hyper Engine, Defendants had no intention of recognizing Plaintiffs as a
24 member of Hyper Engine nor granting Plaintiffs a rightful share in the company's profits and
25 losses, all of which is specifically set forth above.

26 96. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
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1 herein, that Defendants, and each of them, agreed to and did act in concert or concur in the tortious
2 scheme (which is specifically set forth in all 11 causes of action in this Complaint) with knowledge
3 of the common and unlawful purpose of committing fraud against Plaintiffs.

4 97. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
5 herein, that Defendants agreed to engage, and did engage, in one or more overt acts in pursuit of
6 the conspiracy to commit fraud against Plaintiffs.

7 98. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
8 herein, that Defendants knew that the representations being made to Plaintiffs were false,
9 misleading, incomplete, inaccurate, and contained material misrepresentations and made omissions
10 of material facts, and that their actions in furtherance of the conspiracy were intended to defraud
11 and deceive Plaintiffs.

12 99. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
13 herein, Plaintiffs actually and justifiably relied on the foregoing misrepresentations to their
14 detriment. This reliance by Plaintiffs on said misrepresentations was and is reasonable, in part,
15 because Defendants led Plaintiffs to believe that Plaintiffs would be treated as a member of Hyper
16 Engine, allowed a share in the control and management of Hyper Engine,
17 and allowed a 33.33% share in the companies' profits and losses as agreed upon. However, in
18 actuality, Defendants had no such intention and are simply continuing to line their pockets at the
19 expense of Plaintiffs.

20 100. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
21 herein, that in furtherance of the conspiracy to defraud Plaintiffs, Defendants, and each of them,
22 overtly acted or tacitly consented to the wrongful acts done in furtherance of committing fraud
23 against Plaintiffs.

24 101. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
25 herein, that Defendants, and each of them, engaged in the acts alleged above maliciously, willfully,
26 and oppressively, and with the intent to harm Plaintiffs. Plaintiffs are informed and believe, and on
27 that basis alleges, that Defendants, and each of them, engaged in despicable conduct and acted with
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1 a conscious disregard of Plaintiffs' rights and with an intent to vex, injure, and annoy Plaintiffs
2 such as to constitute oppression, fraud, or malice under Civil Code Section 3294.

3 102. Plaintiffs are therefore entitled to punitive damages in an amount sufficient to
4 punish and make an example of Defendants. WHEREFORE, Plaintiffs pray for judgment against
5 the Defendants as hereinafter set forth.

6 **EIGHTH CAUSE OF ACTION**

7 **UNJUST ENRICHMENT**

8 (AGAINST ALL DEFENDANTS)

9 103. Plaintiffs repeat and incorporate herein by reference each and every allegation set
10 forth above as though fully set forth herein.

11 104. As set forth above, Plaintiffs provided \$35,818.41 in digital marketing services to
12 Defendant without any reimbursement or payment received in return, as evidenced by 7 different
13 invoices as set forth above.

14 105. As set forth above, Plaintiffs further provided value to Defendants in the form of
15 cash advancements, services, and other labor provided by AONE and its staff for marketing films
16 and other projects for Defendants without reimbursement.

17 106. Plaintiffs conferred a benefit on Defendant. Defendant has refused to reimburse
18 Plaintiffs or return property belonging to Plaintiffs as set forth above. Thus, Defendant is unjustly
19 retaining said benefit at the expense of Plaintiffs.

20 107. Thus, Defendant has been unjustly enriched in an amount according to proof in an
21 amount that exceeds the jurisdictional limitations of this Court.

22 **NINTH CAUSE OF ACTION**

23 **UNLAWFUL BUSINESS PRACTICES (VIOLATION OF BUS. & PROF. CODE §17200)**

24 (Against All Defendants, Except Hidden Empire Holdings, LLC)

25
26 108. Plaintiffs repeat and incorporate herein by reference each and every allegation set
27 forth above as though fully set forth herein.

1 109. Section 17200 et seq. of the California Business and Professions Code prohibits any
2 “unlawful, unfair, of fraudulent business act or practice.”

3 110. Unlawful practices are (1) any practices forbidden by law, be it civil, or criminal,
4 federal, state, or municipal, statutory, regulatory or court-made; (2) unfair practices are any practice
5 whose harm to the victim outweighs its benefits; and (3) fraudulent practices are those that deceive
6 the public. (*Saunders v. Superior Ct.* (2d Dist. 1994) 27 Cal.App.4th 832, 839.)

7 111. As fully described above, Defendants’ breach of operating agreement, fraudulent
8 misrepresentations, and deceptive business practices amounted to unlawful, unfair, and/or
9 fraudulent business acts or practices that are prohibited by Section 17200 et seq.

10 112. As fully described above, Defendants have unlawfully and fraudulently
11 misrepresented Plaintiffs’ ownership interest in Hyper Engine, failed to treat Plaintiffs
12 as a formal partner of Hyper Engine, excluded Plaintiffs from Hyper Engine’s management and
13 profits as agreed, and have claimed ownership of Plaintiffs’ proprietary information and
14 intellectual property developed for Hyper Engine and HEFG and owned by Plaintiffs.

15 113. Defendant has profited economically, at Plaintiffs’ expense, by excluding Plaintiffs
16 as a member of Hyper Engine, failing to pay Plaintiffs for services rendered to HEFG and Hyper
17 Engine, and claiming ownership of Plaintiffs’ proprietary information and intellectual property
18 developed for Hyper Engine & HEFG. The harm that this causes Plaintiffs greatly outweighs any
19 unjustly received benefit that Defendant has gained.

20 114. As described above, Defendant has engaged in unfair and fraudulent business
21 practices by committing the abovementioned unauthorized fraudulent, unfair, and unlawful acts.

22 115. As a direct and proximate result of Defendants’ unlawful, unfair, and fraudulent
23 practices, Plaintiffs have suffered damages due to lost profits, reputational harm, damage to
24 Plaintiffs’ brand, and other damages in an amount to be determined according to proof at trial, in
25 excess of this Court’s jurisdiction, plus prejudgment interest at the maximum legal rate, costs, and
26 reasonable attorney’s fees if allowable by statute.

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SPECIFIC PERFORMANCE

(Against All Defendants, Except Hidden Empire Holdings, LLC)

120. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above as though fully set forth herein.

121. Plaintiffs and Defendants entered into the aforementioned written operating agreement as stated above.

122. Defendants have not performed all terms, covenants, and conditions on its part to be performed under the subject written operating agreement.

123. The consideration given by Plaintiffs was adequate, and the agreement is, as to Defendants is just and reasonable.

124. Despite Plaintiffs' recent demands, Defendants have failed and refused to perform their obligations under the subject contract, by failing to treat Darrick or AONE as a formal partner of Hyper Engine, excluding Plaintiffs from Hyper Engine's management and profits, and claiming ownership of Plaintiffs' proprietary information and intellectual property developed for Hyper Engine or HEFG and rightfully owned by Plaintiffs.

125. Plaintiffs have no plain, speedy, or adequate remedy in the ordinary course of law, nor can any other party other than Defendants perform under the written operating agreement, and further, damages to Plaintiffs would be difficult to ascertain and would not afford adequate relief to compensate Plaintiffs for the detriment suffered by them.

126. Plaintiffs are therefore entitled to an order requiring that Defendants perform the operating agreement as written and (i) recognize Plaintiffs as a partner with Roxanne and Deon as members of Hyper Engine LLC; (ii) allow Plaintiffs to share in the control and management of the company; (iii) grant Plaintiffs one-third (33.33%) of all profits Defendants received from the business in connection with the ownership, sale, or use of Hyper Engine property; and (iv) grant Plaintiffs a one-third (33.33%) share of all profits Defendants received in connection with management or other fees obtained in connection with Hyper Engine, and any of their subsidiaries.

TWELFTH CAUSE OF ACTION

QUANTUM MERUIT

(Against all Defendants)

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4 127. Plaintiffs hereby incorporate by reference each and every allegation
5 contained in paragraphs 1 through 126, as though fully set forth herein.

6 128. By virtue of Plaintiffs' services having been provided to Defendants as set
7 forth above, Plaintiffs are entitled to compensation under the equitable doctrine of quantum
8 meruit. Defendants have failed to compensate Plaintiffs for these services. Defendants accepted,
9 used, and enjoyed the services provided by Plaintiffs.

10 129. Therefore, Plaintiffs are entitled to reasonable compensation for the services
11 provided to Defendants according to proof.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the following relief and judgment:

(a) An award of monetary general, special, and consequential damages against Defendants, jointly and severally, in an amount according to proof at trial, together with interest thereon;

(b) For the recovery of Plaintiffs' one-third (33.33%) interest in Hyper Engine, and all profits and benefits arising therefrom;

(c) For such other relief as the Court deems just and proper;

(d) For restitution from Defendants for unpaid balances for services and costs and other amounts provided by Plaintiffs to Defendants, according to proof at trial;

(e) Punitive damages in an amount sufficient to punish and make an example of Defendants;

(f) Costs of suit, including but not limited to Plaintiffs' attorneys' fees and pre-judgment interest if allowable by statute or other law;

(g) For a declaration of the respective rights and duties of the parties under the parties' operating agreement;

(h) For a decree of specific performance directing Defendants to perform the parties' operating agreement as written; and

(i) The damages for Plaintiff's unjust enrichment claim is limited to the damages set forth above in paragraphs: (a), (c), (d), and (f).

