



CASE NO: A-19-802101-B  
Department 16

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

LITTLE A'LE'INN, LLC, a Nevada limited liability company; and CONCEPCION WEST, an individual,

Plaintiffs,

v.

THE HIDDEN SOUND LLC, an Arkansas limited liability company; FRANK DIMAGGIO, an individual; JOHN GRECO, an individual; MATHEW ROBERTS, an individual; and BROCK DAILY, an individual; and DOES I through X, inclusive, ROE BUSINESS ENTITIES I through X, inclusive,

Defendants.

Case No.:  
Dept. No.:

**COMPLAINT**

**(Business Court Assignment Requested – EDCR 1.61 (Business Torts and Trademark))**

**(Arbitration Exemption, Amount in Controversy Exceeds \$50,000; Equitable Relief Sought)**

Plaintiffs LITTLE A'LE'INN, LLC (“Little A’le’Inn”) and CONCEPCION WEST (“Connie West” or “West”) (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby allege and complain against Defendants THE HIDDEN SOUND LLC, an Arkansas limited liability company; FRANK DIMAGGIO, an individual; MATHEW ROBERTS, an individual; BROCK DAILY, an individual; and JOHN GRECO, an individual (collectively referred to herein as “Defendants”) as follows:

HOLLEY DRIGGS  
WALCH | FINE | PUZEY | STEIN | THOMPSON

**PARTIES**

1  
2 1. Plaintiff Little A’Le’Inn, LLC is a Nevada limited liability company with its  
3 principal place of business located in Rachel, Lincoln County, Nevada.

4 2. Plaintiff Concepcion West is and was at all times relevant to this action a resident  
5 of Lincoln County, Nevada.

6 3. Plaintiffs are informed and believe that The Hidden Sound LLC (“The Hidden  
7 Sound”) is an Arkansas limited liability company, with its principal place of business in Fort  
8 Smith, Arkansas.

9 4. Defendant Matthew Roberts (“Roberts”) is an individual with, upon information  
10 and belief, a principal place of residence located in Bakersfield, California.

11 5. Defendant Brock Daily (“Daily”) is an individual with, upon information and  
12 belief, a principal place of residence located in Arkansas.

13 6. Defendant Frank DiMaggio (“DiMaggio”) is an individual with, upon information  
14 and belief, a principal place of residence located in Las Vegas, Nevada.

15 7. Defendant John Greco (“Greco”) is an individual with, upon information and belief,  
16 a principal place of residence located in Las Vegas, Nevada.

17 8. The true names and capacities, whether individual, corporate, associate, or  
18 otherwise, of Defendants herein designated as Does I through X and Roe Business Entities I  
19 through X, inclusive, are not known to Plaintiffs at this time and such Defendants are therefore  
20 named as fictitious parties. Plaintiffs will seek to amend this Complaint to allege the true names  
21 and capacities of Does I through X and Roe Business Entities I through X when and as ascertained.

22 **JURISDICTION AND VENUE**

23 9. This Court has jurisdiction over this matter pursuant to the Nevada Constitution  
24 Art. 6 § 6.

25 10. The acts and events at issue in this Complaint involve and relate to conduct and  
26 controversies that occurred in Clark County, Nevada. Each of the Defendants has participated in,  
27 and/or is participating in, the activities that are at issue herein, such that jurisdiction and venue are  
28 appropriate in Clark County, Nevada.

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11. Personal jurisdiction over The Hidden Sound, Roberts, and Daily is proper in this Court because The Hidden Sound, Roberts, and Daily purposefully established contacts with this forum and have affirmatively directed conduct to this forum, including, without limitation, through: (i) The Hidden Sound’s, Roberts’, and Daily’s current presence in this forum for purposes of conducting Defendants’ business activities, namely, organization of a music festival in Las Vegas, Nevada occurring on September 20, 2019; (ii) The Hidden Sound’s, Roberts’, and Daily’s contractual negotiations and agreements with Plaintiffs that occurred in Las Vegas, Nevada, which give rise to the instant dispute; (iii) Roberts’, and Daily’s in-person interviews, press releases and public statements made in this forum related to Plaintiffs’ claims herein; and (iv) The Hidden Sound’s, Roberts’, and Daily’s engaging in direct communications with businesses and press outlets located in Las Vegas, Nevada, which communications have given rise to the allegations made herein. The acts and actions of The Hidden Sound, Roberts, and Daily constitute purposefully directed activities at residents of this forum and purposeful availing of the privilege of conducting activities within this forum, such that these Defendants have established sufficient minimum contacts to establish personal jurisdiction in Nevada. Plaintiffs’ causes of action against The Hidden Sound, Roberts, and Daily arise from such purposeful contacts with this forum and conduct directed toward this forum.

12. Personal jurisdiction over DiMaggio and Greco is proper because, upon information and belief, DiMaggio and Greco are, and were at all times relevant to this action, residents of Clark County, Nevada.

**GENERAL ALLEGATIONS**

13. Connie West is a manager of Little A’Le’Inn, LLC and co-owner of the Little A’Le’Inn located at 9631 Old Mill Street, Rachel, Nevada 89001 (the “Inn”). The Inn is world-famous, drawing thousands of visitors each year, and has been featured many times in film and television. The Inn is world-renowned for its proximity to the highly-secured U.S. Government facility commonly known as “Area 51” (hereinafter, “Area 51”), which is frequently the subject of conspiracy theories and fantasy stories involving Unidentified Flying Objects (“UFOs”) and alien lifeforms.

1           14.     On or about June 26, 2019, Roberts created a Facebook event entitled “Storm Area  
2 51 – They Can’t Stop All of Us”, which was promoted through this medium as scheduled to occur  
3 on September 20, 2019 along the “Extraterrestrial Highway” Nevada State Route 375 (the “Storm  
4 Area 51 Event”). The Storm Area 51 Event called for people to “storm” the gates of Area 51 and  
5 penetrate the government site to search for evidence of UFO’s and alien lifeforms.

6           15.     Although Roberts claims his Facebook post regarding the Storm Area 51 Event was  
7 intended to be a “little joke,” the Facebook posts almost immediately went viral such that by mid-  
8 July 2019 the Storm Area 51 Event had in excess of one million RSVP’s and “likes” from  
9 Facebook users. The Storm Area 51 Event page currently shows 2.1 million Facebook users are  
10 “going” to, and another 1.5 million are “interested” in attending, the Storm Area 51 Event.

11           16.     On or about July 11, 2019, West and the Inn began receiving hundreds of phone  
12 calls from people inquiring about the availability of room reservations at the Inn for the Storm  
13 Area 51 Event.

14           17.     Although the Storm Area 51 Event was advertised as being in Armargosa Valley,  
15 Nevada, people responding to the social media posts appeared more interested in coming to  
16 Rachel, Nevada because it is closer to Area 51 and would be far away from the anticipated chaos  
17 that was expected to occur at an Armargosa Valley event. Thus, even though Roberts’ social media  
18 posts were stating that the event would take place in Armargosa Valley, Nevada, a significant  
19 number of people intending to attend the event had identified the Inn and Rachel, Nevada as  
20 ground-zero for the event. By July 13, 2019, all the rooms at the Inn were booked by visitors  
21 intending to participate in the Storm Area 51 Event.

22           18.     On or about July 13, 2019, entertainer Wiley Savage contacted the Inn to inquire  
23 about being a performer at the Inn the same weekend as the Storm Area 51 Event. Between July  
24 15-16, 2019, at least another eleven (11) bands and performers contacted the Inn offering to  
25 provide entertainment services for the Storm Area 51 Event.

26           19.     On or about July 16, 2019, and continuing thereafter, the news media began arriving  
27 in Rachel, Nevada asking West how the small town planned to handle the unprecedented influx of  
28 visitors.

1           20.     As a result of the massive influx of public, press and performer inquiries, Plaintiffs  
2 realized that in less than two months' time potentially thousands of people would be descending  
3 on the Inn and small town of Rachel, which has a population of less than 100 people and few  
4 accommodations for such a wave of visitors and press.

5           21.     Plaintiffs further realized they should plan a more structured event in an effort to  
6 accommodate the mass influx of people anticipated to arrive at the Inn and in Rachel on or about  
7 September 20, 2019 for the Storm Area 51 Event. To this end, on or about July 17, 2019, Plaintiffs  
8 arranged to have approximately thirty (30) acres of land surrounding the Inn to be cleared to  
9 provide space for visitors to park and camp. On or about July 18, 2019, Plaintiffs ordered thirty  
10 (30) portable restrooms.

11           22.     At about this same time, West was informed by a guest at the Inn that, unbeknownst  
12 to Plaintiffs, Roberts had changed his statement advocating a storming of Area 51 in Armargosa  
13 Valley, and was instead telling people to meet him in Rachel, Nevada at the Inn. Roberts action in  
14 this regard served to further accelerate the interest of the public and press in an event advertised  
15 as occurring in Rachel, Nevada.

16           23.     Based on an increased attention to attendance for the Storm Area 51 Event in  
17 Rachel, Nevada, and the reported number of people anticipated to be arriving, Plaintiffs realized  
18 that more land may be needed for parking/camping and several other local residents offered use of  
19 their land as well. To collect funds and manage parking/camping space, Plaintiffs and other local  
20 residents built a website through which visitors could pay for and reserve parking and camping  
21 spaces.

22           24.     On or about July 24, 2019, Plaintiffs began preparing an application for the  
23 necessary special Temporary Mass Gathering Permit from Lincoln County, confirmed that  
24 Plaintiffs' liquor license would cover such an event, and contacted their insurance agent to acquire  
25 coverage for the event. Plaintiffs loosely identified the event they were addressing as "Raid  
26 Rachel." Plaintiffs organized Raid Rachel as a consequence of the Storm Area 51 Event.

27           25.     On or about July 27, 2019, Plaintiffs engaged a web designer to provide website  
28 design services for the Raid Rachel event.

1           26.     On or about July 31, 2019, Roberts and Daily arrived at the Inn unannounced and  
2 spoke to West about what was being done to prepare for the masses of people that were expected  
3 to arrive in Rachel, Nevada. During this initial meeting, the parties discussed the Raid Rachel  
4 event, walked the grounds, and discussed the impending arrival of visitors and logistics expected  
5 as a result of the Storm Area 51 Event that Roberts had advertised and promoted.

6           27.     Roberts asked West if he, Daily, and The Hidden Sound—a company for which  
7 Daily is an officer—could join forces with Plaintiffs, conflate the Raid Rachel and Storm Area 51  
8 Event in to a single event, and bring Electronic Dance Music (a/k/a “EDM”) performers to  
9 Plaintiffs’ property for the weekend scheduled for the events. Plaintiffs agreed, provided that  
10 Roberts, Daily and The Hidden Sound obtained and paid for security, medical services, fencing,  
11 additional portable restrooms, and any other infrastructure that would be required for such a large-  
12 scale music festival.

13           28.     After much discussion, Plaintiffs agreed to co-organize an event with Roberts,  
14 Daily and The Hidden Sound, and share the net revenue (after expenses). Roberts, Daily and The  
15 Hidden Sound agreed to provide funding for the event and to solicit sponsorships and assured  
16 Plaintiffs all logistical requirements for a large-scale music festival would be handled by them and  
17 at their initial expense. Plaintiffs agreed to pay Roberts, Daily, and The Hidden Sound, half of all  
18 revenue received by Plaintiffs for parking reservations generated by a website created for the event.

19           29.     In or around the first week of August, West, Roberts and Daily discussed the  
20 possibility of changing the name of the event to exclude the terms “Raid” and “Storm” in an effort  
21 to “soften” the public perception of the event and to promote it as a fun music festival as opposed  
22 to an actual “raid” on or “storming” of Area 51. In these discussions, either Roberts or Daily  
23 suggested a renaming of the event to “Alienstock” (hereinafter, “Alienstock”). Plaintiffs approved  
24 of this renaming and the parties jointly agreed to adopt this branding for the September 19-22,  
25 2019 event occurring at the Inn in Rachel, Nevada. In accordance with the mutually agreed upon  
26 new name Alienstock, the parties all moved their respective webpages to domain names containing  
27 the term “Alienstock” and added links to each other’s respective website.

28     ///

1           30.     The expectation and intent of Plaintiffs, Roberts, Daily and The Hidden Sound was  
 2 that the mark ALIENSTOCK would be utilized and used in commerce exclusively for the  
 3 promotion and branding of the event set to occur in Rachel, Nevada, in association with the Inn  
 4 and Area 51. At no time relevant hereto, did Plaintiffs agree or approve of any use of the mark  
 5 ALIENSTOCK for any other event, music festival, or other commercial purpose.

6           31.     Following the early-August 2019 meeting with Roberts, Daily and The Hidden  
 7 Sound, Plaintiffs also undertook to revise the special event permit application which Plaintiffs had  
 8 already submitted to Lincoln County officials, to reflect the new name “Alienstock.” Over the next  
 9 few weeks, Plaintiffs worked diligently to comply with all local and state licensing requirements,  
 10 placed orders for merchandise, and arranged for entertainment, food, beverage, and merchandise  
 11 vendors—all in association with the branding of the event as “Alienstock.”

12           32.     On or about August 5, 2019, Plaintiffs ordered special edition Budweiser beers for  
 13 Alienstock. Budweiser also provided Plaintiffs with signage bearing both the ALIENSTOCK and  
 14 LITTLE A’LE’INN trademarks for use at Alienstock. On or about August 8, 2019, Plaintiff posted  
 15 promotional materials on the Internet for the event utilizing the ALIENSTOCK trademark and  
 16 announcing the event as “Alienstock.”

17           33.     On or about August 7, 2019, Roberts, Daily and/or The Hidden Sound registered  
 18 the domain name <alienstockfestival.com>. On or about August 9, 2019, The Hidden Sound  
 19 posted content on its Facebook page promoting the Alienstock event in Rachel, Nevada. On or  
 20 about August 10, 2019, Roberts, Daily and/or The Hidden Sound posted content on the  
 21 www.alienstockfestival.com soliciting funds to cover the cost of water, food, portable toilets,  
 22 stages and music, staff for organizational efforts such as directing traffic, emergency medical  
 23 services, and security—all in association with the “Alienstock” event set to occur at the Inn and in  
 24 Rachel, Nevada. Each of these actions undertaken by Roberts, Daily and The Hidden Sound with  
 25 regard to the Alienstock festival was done solely for the promotion and branding of the event  
 26 scheduled to occur in Rachel, Nevada, in association with the Inn and Area 51.

27           34.     At a minimum, the first use and first use in commerce of the mark ALIENSTOCK  
 28 was made no later than August 8, 2019.

1           35. Throughout the month of August, Plaintiffs were in constant contact with Roberts,  
 2 Daily and/or The Hidden Sound via telephone, email, and text messaging. However, Roberts,  
 3 Daily and/or The Hidden Sound failed to provide any of the funding they represented would be  
 4 forthcoming for the necessary infrastructure and arrangements for Alienstock.

5           36. Plaintiffs repeatedly asked about funding for expenses and requested that a formal  
 6 contract be signed between the parties. Finally, in mid-August, Daily provided a proposed contract  
 7 to Plaintiffs. Plaintiffs provided some revisions and Roberts and Daily stated they would sign the  
 8 final agreement while they were with Plaintiffs at the Lincoln County Commissioners’ meeting  
 9 scheduled on August 19, 2019.

10           37. On or about August 19, 2019, Plaintiffs and Defendants Roberts and Daily attended  
 11 the meeting of the Lincoln County Commissioners, during which the Commissioners granted  
 12 Plaintiffs’ request for a Temporary Mass Gathering Permit for Alienstock. After the meeting,  
 13 Roberts and Daily indicated they wanted to sign the agreement on August 20, 2019 in person at  
 14 the Inn. Roberts and Daily failed to sign the final agreement on August 20, 2019 as represented.  
 15 Nevertheless, Plaintiffs acted in good faith and continued to perform as expected and intended  
 16 under this agreement, for which Roberts, Daily and The Hidden Sound accepted all benefits.

17           38. On or about August 20, 2019, Plaintiffs heard reports that Roberts and Daily were  
 18 working with the Alien Research Center tourist site in Hiko, Nevada—roughly 40 miles from  
 19 Rachel—to host a “back-up” event. Roberts and Daily assured Plaintiffs this report was “fake  
 20 news” and that they were working exclusively with Plaintiffs on the Alienstock event set to occur  
 21 at the Inn and in Rachel, Nevada. Plaintiffs continued to work diligently on the Alienstock event  
 22 logistics, with little or no assistance from Roberts, Daily and The Hidden Sound.

23           39. Throughout August, Roberts, Daily, and The Hidden Sound repeatedly assured  
 24 Plaintiffs that Plaintiffs would incur no expense for the Alienstock event, and that all sponsorship  
 25 money and funds received would cover such expenses. Such representations were false when made  
 26 and continue to be false. To date, Plaintiffs have not received *any* amount of the monies generated  
 27 by Roberts, Daily, and/or The Hidden Sound’s website at [www.alienstockfestival.com](http://www.alienstockfestival.com) and/or  
 28 sponsorship money received by Roberts, Daily, and/or The Hidden Sound.



1           40.     On August 26, 2019, Little A'Le'Inn received a copy of the Temporary Mass  
2 Gathering Permit for Alienstock from Lincoln County, and promptly sent the same to Roberts,  
3 Daily and The Hidden Sound.

4           41.     Roberts, Daily and/or The Hidden Sound subsequently posted an image of the  
5 permit on their event Facebook page with the caption "YEEEEEEAAAAAAAAAH BOIIIIII, WE  
6 GOT OUR LAST PERMIT."

7           42.     The Hidden Sound also posted on its Facebook page, stating, "We just got our  
8 special event permit APPROVED for Alienstock! We'll see you guys in Rachel, NV on 9/20! Big  
9 shout-out to Connie & the Little A'LE'INN for helping us make this dream a reality." The post  
10 included a photo of Roberts and Daily with West outside the Lincoln County Commissioners'  
11 building.

12           43.     Shortly thereafter, Plaintiffs were informed by Roberts, Daily and/or The Hidden  
13 Sound that MG Freesites, Ltd. d/b/a Pornhub ("Pornhub") had committed to pay \$70,000.00 for  
14 sponsorship and product placement for Alienstock. To facilitate the sponsorship relationship, West  
15 communicated with Pornhub on logistics, stickers, and the stage outfits Pornhub representatives  
16 were to wear during Alienstock.

17           44.     Although Roberts, Daily, and The Hidden Sound had not yet come through with  
18 the promised funding, relying on Roberts, Daily, and The Hidden Sound's representations they  
19 would uphold their promises and in light of the Pornhub sponsorship, Plaintiffs in good faith  
20 continued to work tirelessly to plan and organize the event, including, without limitation, making  
21 deposits and paying invoices for water, food and beverages, merchandise, portable toilets, stages  
22 and music, emergency medical services, security, land preparation, and other expenses necessary  
23 to prepare for Alienstock.

24           45.     Collectively, to date Plaintiffs have incurred expenses for Alienstock in excess of  
25 \$100,000.00. Little A'le'Inn has spent and/or incurred expenses excess of \$109,000.00; West has  
26 spent between \$5,000.00 and \$6,000.00 of personal funds to cover Alienstock expenses.

27           46.     On or about September 2, 2019, acting in good faith and in reliance on Roberts',  
28 Daily's, and The Hidden Sound's continued representations they would cover Alienstock expenses

1 and in light of the Pornhub sponsorship, Plaintiffs paid Roberts, Daily, and/or The Hidden Sound  
2 \$5,000.00 for their half of the revenue from Alienstock parking reservations.

3 47. On September 3, 2019, while waiting for another Lincoln County Commissioner  
4 meeting, Plaintiffs were given an invoice for the necessary emergency medical services in the  
5 amount of \$30,720.00 and an invoice for event security in the amount of \$74,000.00.

6 48. Without having received any of the financial support promised to Plaintiffs by  
7 Roberts, Daily, and The Hidden Sound, Plaintiffs began scrambling to come up with the funds to  
8 pay the invoices for these services required by Lincoln County.

9 49. Shortly thereafter, Plaintiffs were approached by a Mr. Samuel Scheller, who asked  
10 if he could reach out to some people on Plaintiffs' behalf for help with the cost and to acquiring  
11 sponsorships for Alienstock. Mr. Scheller introduced Plaintiffs to Di Maggio and Greco, who  
12 could allegedly help with the organization and funding of Alienstock. As a result, Plaintiffs and  
13 Roberts, Daily, and The Hidden Sound, mutually agreed to meet on September 6, 2019 with  
14 DiMaggio and Greco in Las Vegas, Nevada for a consultation.

15 50. West arrived at the September 6, 2019 meeting to find that the meeting had been  
16 set up with multiple video cameras, a film crew, and recording equipment. Insofar as West was  
17 uncomfortable with being filmed, she requested that the meeting not be recorded visually or  
18 otherwise. As this meeting commenced, a friend of West's in attendance at the meeting noticed  
19 that the cameras were still on and recording, despite Defendants' assurances they were not. West  
20 again demanded that the filming and recording of the meeting cease.

21 51. Almost immediately in this meeting, DiMaggio and Greco began demanding that  
22 Plaintiffs surrender control of Plaintiffs' websites, and provide DiMaggio and Greco with all of  
23 Plaintiffs' financial records, related to Alienstock.

24 52. West informed Roberts, Daily, and The Hidden Sound that she did not know  
25 DiMaggio, Greco, or the others in attendance and was uncomfortable providing them with any  
26 financial documents.

27 53. Following the meeting with DiMaggio and Greco, West, Roberts, Daily, and The  
28 Hidden Sound met at a different location to discuss what had happened at the meeting with

1 DiMaggio and Greco. At this time, Plaintiffs, Roberts, Daily, and The Hidden Sound agreed to  
2 continue working together on Alienstock, without DiMaggio's or Greco's involvement. Roberts,  
3 Daily, and The Hidden Sound agreed to continue discussions with Plaintiffs at the Inn the evening  
4 of September 6, 2019, but never showed up for these discussions.

5 54. Becoming concerned about the breakdown in communication and the impending  
6 Alienstock event, West texted Daily on or about September 7, 2019 to request a copy of the vendor  
7 list so she could finalize plans. Unexpectedly, Daily replied demanding the financial information  
8 that had been so forcefully demanded by DiMaggio and Greco during the September 6, 2019  
9 meeting.

10 55. Plaintiffs refused Daily's demands for Plaintiffs' financial documents because  
11 Plaintiff did not want to provide this information to DiMaggio, Greco, or others not previously  
12 involved in Alienstock—either directly or through any other party. Moreover, Plaintiffs were  
13 reluctant to hand over financial information to DiMaggio and Greco because Plaintiffs had  
14 invested approximately \$100,000.00 of Plaintiffs' money in Alienstock, with absolutely no  
15 financial or organizational assistance from Roberts, Daily, and The Hidden Sound.

16 56. On or about September 6, 2019, Pornhub wired the anticipated sponsorship money  
17 in the amount of \$70,000.00 directly into The Hidden Sound's bank account for deposit. Plaintiffs  
18 were informed by Daily that the Pornhub funds would be available for use no later than Monday,  
19 August 9, 2019.

20 57. Plaintiffs had been assured by Roberts, Daily, and The Hidden Sound that the funds  
21 from Pornhub were specifically intended to cover Alienstock expenses. Plaintiffs reasonably  
22 believed Roberts', Daily's, and The Hidden Sound's representations regarding use of the Pornhub  
23 monies because West had been communicating with Pornhub regarding the logistics for Pornhub's  
24 branding at the Alienstock event. However, rather than using the Pornhub sponsorship funds for  
25 Alienstock pursuant to the parties' agreement, Roberts, Daily, and/or The Hidden Sound kept and  
26 has unjustly retained the \$70,000.00 monies wired by Pornhub for their personal benefit, to the  
27 exclusion of Plaintiffs.

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1           58.     On September 8, 2019, Roberts, Daily, and The Hidden Sound visited West in at  
2 the Inn. During this meeting, Plaintiffs, Roberts, Daily and The Hidden Sound spoke and again,  
3 seeming to have worked out their differences, deciding once more to move forward with  
4 Alienstock at the Inn and in Rachel, Nevada, without DiMaggio’s or Greco’s involvement.

5           59.     Shortly thereafter, a reporter from the local news media contacted West to confirm  
6 that DiMaggio represented Plaintiffs. The reporter informed West that DiMaggio had sent the press  
7 an email claiming he represented Plaintiffs, Roberts, Daily, and The Hidden Sound. Plaintiff  
8 informed the reporter that this information was false and that Plaintiffs had no relationship with  
9 DiMaggio.

10          60.     On the morning of September 9, 2019, while attending a meeting with Roberts,  
11 Daily, and The Hidden Sound in Las Vegas, Nevada, West was awoken at approximately 3:00  
12 a.m. by a filmmaker working with Roberts, Daily, and The Hidden Sound, who informed her that  
13 “something bad was about to happen” and that Roberts and Daily were outside in a vehicle  
14 speaking to DiMaggio. A few minutes later, Roberts and Daily came in and stated they would no  
15 longer be working with Plaintiffs on Alienstock, and demanded West leave the premises  
16 immediately.

17          61.     On September 9, 2019, Roberts, Daily, DiMaggio, and Greco went to the KTNV  
18 (Channel 13) news station where Roberts, Daily, DiMaggio and Greco launched a false and  
19 defamatory smear campaign against Little A’le’Inn and West, intentionally designed to cause  
20 confusion, interfere with, and sabotage the Alienstock event in Rachel, Nevada.

21          62.     Beginning on September 9, 2019, Roberts, Daily, DiMaggio, and The Hidden  
22 Sound began making false public statements that Alienstock was “cancelled” and/or “cancelled  
23 and relocated to a smaller one-day event in downtown Las Vegas.” These statements were and are  
24 false. Alienstock was not, and never has been, cancelled or moved to downtown Las Vegas.

25          63.     On or about September 9, 2019, Roberts falsely informed Fox 5 KVVU-TV News  
26 that Little A’le’Inn and West did not have the financing, contracts, or infrastructure in place for  
27 Alienstock, despite having direct knowledge to the contrary. In this same statement, and less than  
28 24-hours after Roberts, Daily, and The Hidden Sound’s last collaboration with Plaintiffs, Roberts

1 and DiMaggio stated they were “taking Alienstock to downtown Las Vegas.” Roberts also issued  
2 a public statement, wherein he falsely stated that he, Daily, and The Hidden Sound withdrew from  
3 Alienstock because West refused to provide Defendants with proof of contracts, deposits, or any  
4 “paper proof of anything.”

5 64. On or about September 12, 2019, Daily falsely informed the media that he left the  
6 Alienstock festival after a dispute with West over security, sanitation, medical personnel, insurance  
7 and permits.

8 65. On September 12, 2019, The Hidden Sound posted on its Facebook page that it was  
9 now involved in an Area 51 celebration party occurring in downtown Las Vegas, Nevada on  
10 September 19, 2019 and posted content encouraging visitors to attend.

11 66. This same day, Roberts, Daily, and The Hidden Sound sent Plaintiffs a cease and  
12 desist letter to Little A’le’Inn and West falsely alleging, among other things, that Plaintiffs failed  
13 to provide Roberts, Daily, and The Hidden Sound information on the logistics of the event and is  
14 not prepared to host Alienstock. The letter further falsely claimed that Little A’le’Inn had failed to  
15 ensure Alienstock was properly planned for and refused to provide Roberts, Daily, and The Hidden  
16 Sound with any details regarding Alienstock. The letter containing false allegations against Little  
17 A’le’Inn and West was released to the press by Roberts, Daily, and/or The Hidden Sound prior to  
18 Plaintiffs’ receipt of the letter. Furthermore, the press publicly disseminated the false information  
19 asserted in this letter.

20 67. At a minimum, Roberts, Daily, and/or The Hidden Sound knew that they had been  
21 in constant contact with Plaintiffs regarding Alienstock preparations, licensing, and logistics.  
22 Roberts and Daily had also attended Lincoln County Commissioner meetings specifically  
23 addressing such details, as evidenced by their social media posts and other public statements.

24 68. Roberts, Daily, The Hidden Sound, DiMaggio and Greco all knew, or should have  
25 known, that their public representations regarding West and Little A’le’Inn were false when made.  
26 Such false and defamatory statements by Defendants are ongoing and continue to cause mass  
27 public confusion and harm the reputations of Little A’le’Inn and West.

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1           69.     Roberts, Daily, DiMaggio, and The Hidden Sound’s false public statements about  
2 Alienstock are causing mass confusion amongst the public and critical vendors, and have resulted  
3 in numerous cancellations. Such cancellations and mass confusion have caused economic damage  
4 to Plaintiffs.

5           70.     Moreover, Roberts, Daily, and The Hidden Sound have been falsely representing  
6 to the public that they own and created Alienstock, despite the fact that the creation of Alienstock  
7 was a collaboration with Plaintiffs. and Roberts, Daily, and The Hidden Sound have failed to  
8 provide any funding for Alienstock as required under the agreement between the parties.

9           71.     Upon information and belief, as of on or about September 9, 2019, Roberts, Daily,  
10 DiMaggio, Greco and/or The Hidden Sound had already committed to and began coordinating  
11 arrangements for an event to be held at the Downtown Las Vegas Events Center on September 19,  
12 2019. In this regard, Defendants started to claim that Alienstock had been moved from the Inn and  
13 Rachel, Nevada, and improperly started to utilize the ALIENSTOCK mark in association with  
14 their new event.

15           72.     The actions of each of the Defendants as alleged herein can only be interpreted as  
16 an attempt to sabotage the success of Alienstock and redirect profit to their competing event  
17 purportedly set to occur in downtown Las Vegas.

18           73.     As a result of Defendants’ wrongful conduct, misrepresentations, and defamatory  
19 statements, Plaintiffs have been forced to expend considerable sums of money and have been  
20 forced to retain legal counsel to bring this action.

21                                 **CLAIMS FOR RELIEF**

22                                 **FIRST CLAIM FOR RELIEF**

23                                 **(Trademark Infringement Pursuant to 15 U.S.C. § 1125 – Against All Defendants)**

24           74.     Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
25 each of the preceding paragraphs as if fully set forth herein.

26           75.     Little A’le’Inn owns trademark rights in and to the mark ALIENSTOCK based on  
27 its significant use of the mark in commerce and its investment in the mark.

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1 76. Little A'le'Inn began using the ALIENSTOCK mark in commerce at least as early  
 2 as August 8, 2019.

3 77. Defendants are wrongfully using the mark ALIENSTOCK, which was adopted by  
 4 Little A'le'Inn, Roberts, Daily, and The Hidden Sound for exclusive use in connection with the  
 5 Alienstock event in Rachel, Nevada, to promote and advertise an unrelated and competing event  
 6 purportedly organized by Defendants to occur in downtown Las Vegas, Nevada.

7 78. Defendants have usurped and are using the mark ALIENSTOCK in print, on the  
 8 website located at www.alienstockfestival.com, and in social media to promote this competing  
 9 music festival in downtown Las Vegas.

10 79. The two marks are identical and Defendants' use of the term "Alienstock" in  
 11 connection with their downtown Las Vegas event has, and will continue to, cause confusion or  
 12 mistake, or to deceive customers as to an affiliation, connection, or association with Little A'le'Inn  
 13 and the Alienstock event in Rachel, Nevada and Little A'le'Inn's ownership and use rights in and  
 14 to the mark ALIENSTOCK in association therewith.

15 80. Little A'le'Inn is informed and believes, and thereupon alleges, that Defendants'  
 16 use of the term "Alienstock" is intentionally and willfully done with the knowledge that Little  
 17 A'le'Inn has rights in, has used, and continues to use, the ALIENSTOCK mark.

18 81. The wrongful actions of Defendants, if not enjoined, will continue. Little A'le'Inn  
 19 has suffered and continues to suffer damages consisting of, among other things, diminution in the  
 20 value of and good will associated with the ALIENSTOCK mark, and injury to Little A'le'Inn's  
 21 business. Little A'le'Inn is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

22 82. As a direct and proximate result of the conduct of Defendants, Little A'le'Inn has  
 23 suffered, and continues to suffer, damages in an amount in excess of \$15,000.00.

24 83. Little A'le'Inn has, by reason of the foregoing, been required to utilize the services  
 25 of an attorney and is entitled to recover their attorney's fees and costs from Defendants.

26 **SECOND CLAIM FOR RELIEF**

27 **(Breach of Contract– Against Defendants Roberts, Daily, and The Hidden Sound)**

28 84. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in

1 each of the preceding paragraphs as if fully set forth herein.

2 85. Plaintiffs and Roberts, Daily, and The Hidden Sound entered into a valid and  
3 existing agreement to co-organize and promote a four-day music festival in Rachel, Nevada on  
4 September 19-22, 2019 branded as Alienstock.

5 86. As part of their agreement, Roberts, Daily, and The Hidden Sound agreed to line  
6 up vendors, sponsors, cover financing, and to assist in acquiring and organizing the necessary  
7 infrastructure needed for Alienstock. Roberts, Daily, and The Hidden Sound also agreed to pay for  
8 the necessary security, emergency medical services, and sanitation facilities for Alienstock.

9 87. The agreement and intent between Plaintiffs, Roberts, Daily and The Hidden Sound  
10 with regard to the co-organization and promotion of Alienstock was memorialized in a written  
11 document prepared by Roberts, Daily and/or The Hidden Sound, presented to Plaintiffs for  
12 signature, but which Roberts, Daily and The Hidden Sound failed to execute.

13 88. Roberts, Daily, and The Hidden Sound breached the agreement by not assisting in  
14 the organization of the event, by not providing financing for critical services as agreed upon, by  
15 withdrawing their participation in Alienstock less than two weeks prior to the event, by making  
16 false public statements claiming the event was cancelled, and by unjustly retaining public funds  
17 and sponsorship money in an amount of at least \$70,000.00 that was intended to be used to pay  
18 for Alienstock expenses, expenses which Plaintiffs have had to bear on their own.

19 89. Plaintiffs, Roberts, Daily and The Hidden Sound had a clear meeting of the minds  
20 with regard to the terms and expectations of their agreement.

21 90. Plaintiffs have performed all obligations and promises under the agreement and the  
22 intent of the parties.

23 91. Roberts, Daily and The Hidden Sound has each breached the terms of this  
24 agreement.

25 92. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
26 Sound, Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of  
27 \$15,000.00.

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1 93. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
2 an attorney and are entitled to recover their attorney's fees and costs from Roberts, Daily, and The  
3 Hidden Sound.

4 **THIRD CLAIM FOR RELIEF**

5 **(Breach of the Implied Covenant of Good Faith and Fair Dealing –**  
6 **Against Defendants Roberts, Daily, and The Hidden Sound)**

7 94. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
8 each of the preceding paragraphs as if fully set forth herein.

9 95. Plaintiffs and Roberts, Daily, and The Hidden Sound were party to a valid  
10 enforceable agreement regarding a four-day music festival in Rachel, Nevada on September 19-  
11 22, 2019 branded as Alienstock.

12 96. The agreement between the parties included an implied covenant of good faith and  
13 fair dealing requiring Roberts, Daily, and The Hidden Sound from undertaking actions which  
14 would injure or prejudice Plaintiffs, and Plaintiffs rights, and preclude Roberts, Daily, and The  
15 Hidden Sound from undertaking actions which would place Roberts', Daily's, and The Hidden  
16 Sound's own interests over those of Plaintiffs, or otherwise act so as to deprive Plaintiffs of the  
17 benefits arising under the agreement between the parties.

18 97. Roberts, Daily, and The Hidden Sound have breached, and continue to breach, the  
19 agreement between the parties. By so acting, Roberts, Daily, and The Hidden Sound have breached  
20 their covenant of good faith and fair dealing.

21 98. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
22 Sound, Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of  
23 \$15,000.00.

24 99. Roberts, Daily, and The Hidden Sound's breach of the implied covenant of good  
25 faith and fair dealing as alleged herein has caused Plaintiffs to retain an attorney to prosecute this  
26 action and Plaintiffs are therefore entitled to recover their attorneys' fees and costs expended in  
27 bringing this action as special damages which were incurred as a result of Roberts, Daily, and The  
28 Hidden Sound's breach of their agreement with Plaintiffs.

1 **FOURTH CLAIM FOR RELIEF**

2 **(Unjust Enrichment – Against Defendants Roberts, Daily, and The Hidden Sound)**

3 100. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
4 each of the preceding paragraphs as if fully set forth herein.

5 101. Roberts, Daily, and/or The Hidden Sound have been operating a website at  
6 www.alienstockfestival.com, through which they have solicited funds from the public to cover  
7 expenses associated with Alienstock.

8 102. On or about September 6, 2019, The Hidden Sound received \$70,000.00 from  
9 Pornhub in sponsorship money for the Alienstock event in Rachel, Nevada.

10 103. The sponsorship funds provided by Pornhub were available for use toward  
11 Alienstock expenses at least as early as September 9, 2019, but none of these funds was disbursed  
12 to Plaintiffs.

13 104. Roberts, Daily, and The Hidden Sound have not shared with Plaintiffs any  
14 sponsorship money or funds received by Roberts, Daily, and The Hidden Sound as agreed upon  
15 by the parties.

16 105. Roberts, Daily, and The Hidden Sound have also unjustly retained the \$5,000.00  
17 Plaintiffs paid to them for Roberts', Daily's, and The Hidden Sound's share of the  
18 parking/camping reservations received through website reservations.

19 106. Roberts, Daily, and The Hidden Sound's retention of the sponsorship and donation  
20 money is unconscionable, unjust, and against fundamental principles of justice and equity.

21 107. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
22 Sound, Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of  
23 \$15,000.00.

24 108. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
25 an attorney and is entitled to recover their attorney's fees and costs from Roberts, Daily, and The  
26 Hidden Sound.

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FIFTH CLAIM FOR RELIEF

(Intentional Interference with Contractual Relationships – Against All Defendants)

109. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in each of the preceding paragraphs as if fully set forth herein.

110. Plaintiffs and Roberts, Daily, and The Hidden Sound entered into a valid and existing agreement to co-organize and promote a four-day music festival in Rachel, Nevada on September 19-22, 2019 named Alienstock.

111. DiMaggio and Greco knew of the agreement between the Plaintiffs and Defendants Roberts and Daily regarding Alienstock.

112. Plaintiffs are informed and believe, and thereupon alleged that DiMaggio and Greco committed intentional acts intended and/or designed to disrupt the contractual relationship and induce Roberts, Daily, and The Hidden Sound to breach their agreement with Plaintiffs.

113. Due to DiMaggio's and Greco's intentional acts, Roberts, Daily, and The Hidden Sound breached their agreement with Plaintiffs and withdrew from Alienstock less than two weeks before the event, retaining all funds Roberts, Daily, and The Hidden Sound received that were earmarked and promised to cover Plaintiffs expenses.

114. As a result of the breach of agreement the agreement between Roberts, Daily, and The Hidden Sound orchestrated by DiMaggio and Greco, Plaintiffs have been required to organize and promote Alienstock on their own, bearing the full burden of costs that Roberts, Daily, and The Hidden Sound had agreed to pay.

115. All Defendants knew of the valid and existing contracts Plaintiffs entered into with vendors and suppliers of critical infrastructure needed for Alienstock.

116. All Defendants committed intentional acts intended and/or designed to disrupt the contractual relationships and induce vendors and attendees to cancel their contracts with Plaintiffs, including, for example, making false public statements that the Alienstock event was cancelled.

117. Due to the Defendants' intentional acts, several vendors cancelled their contracts and attendees have requested refunds.

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1 118. As a direct and proximate result of the conduct of Defendants, Plaintiffs have  
2 suffered, and continue to suffer, damages in an amount in excess of \$15,000.00.

3 119. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
4 an attorney and is entitled to recover their attorney's fees and costs from Defendants.

5 **SIXTH CLAIM FOR RELIEF**

6 **(Interference with Prospective Economic Advantage – Against All Defendants)**

7 120. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
8 each of the preceding paragraphs as if fully set forth herein.

9 121. At all times relevant herein, a valid economic and contractual expectancy existed  
10 between Plaintiffs and their vendors and attendees, related to the Alienstock event.

11 122. Plaintiffs had prospective contractual relationships with vendors and attendees for  
12 Alienstock.

13 123. Defendants knew that Plaintiff had secured vendors and reservations from attendees  
14 for Alienstock and were in the process of securing additional vendors and attendees.

15 124. Defendants intentionally published false statements claiming Alienstock was  
16 cancelled and defamatory statements regarding Little A'le'Inn and West's procurement of the  
17 necessary medical, security, and infrastructure for Alienstock, with the intent to disrupt Plaintiffs'  
18 ability to conduct a safe and enjoyable event.

19 125. Defendants, through their actions, intentionally, and without justification or  
20 privilege, attempted to harm, and have harmed, Plaintiffs by preventing prospective relationships.

21 126. Defendants' conduct has interfered with and injured Plaintiffs' relationships with  
22 their suppliers, vendors, and prospective attendees of Alienstock.

23 127. As a result of Defendants' actions, Plaintiffs have lost potential reservations from  
24 attendees and prospective vendors are unwilling to commit to attending Alienstock.

25 128. As a direct and proximate result of the conduct of the Defendants, Plaintiffs have  
26 suffered, and continue to suffer, damages in an amount in excess of \$15,000.00.

27 129. Defendants are guilty of oppression, fraud or malice, express or implied, and  
28 Plaintiffs are therefore entitled to recover punitive damages for such conduct.

1 130. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
2 an attorney and is entitled to recover their attorney's fees and costs from Defendants.

3 **SEVENTH CLAIM FOR RELIEF**

4 **(Fraudulent Misrepresentation – Against Defendants Roberts, Daily, The Hidden Sound)**

5 131. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
6 each of the preceding paragraphs as if fully set forth herein.

7 132. The conduct of Roberts, Daily, and The Hidden Sound constitutes fraudulent  
8 misrepresentation in regard to the statements made by Roberts, Daily, and The Hidden Sound to  
9 induce Plaintiffs to enter into an agreement for the co-organization and promotion of the  
10 Alienstock event in Rachel, Nevada.

11 133. Plaintiffs were induced into entering in to an agreement with Roberts, Daily, and  
12 The Hidden Sound based on Roberts, Daily, and The Hidden Sound's representations that they  
13 would provide funding for the critical infrastructure and service needs for Alienstock.

14 134. Plaintiffs were induced to obtain agreements with third parties, vendors, medical  
15 providers, and others, and incur the expenses related thereto, to pay for such goods and services.

16 135. Roberts, Daily, and The Hidden Sound failed to comply with any of their  
17 representations made to Plaintiffs.

18 136. Roberts, Daily, and The Hidden Sound made false representations to Plaintiffs  
19 without ever having any intention of providing the funding for Alienstock or abiding by their other  
20 promises under the agreement between the parties.

21 137. Roberts, Daily and The Hidden Sound knew that their representations to Plaintiffs  
22 regarding the Alienstock event were false. The true motive, purpose and intent of these  
23 representations was to induce Plaintiff into incurring in excess of \$100,000.00 for Alienstock, to  
24 wrongfully seize control over the Alienstock event, and injure Plaintiffs' reputation and business.

25 138. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
26 Sound, Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of  
27 \$15,000.00.

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139. Roberts, Daily and The Hidden Sound are guilty of oppression, fraud or malice, express or implied, and Plaintiffs are therefore entitled to recover punitive damages for such conduct.

140. Plaintiffs have, by reason of the foregoing, been required to utilize the services of an attorney and is entitled to recover their attorney's fees and costs from Roberts, Daily, and The Hidden Sound.

**EIGHTH CLAIM FOR RELIEF**

**(Business Disparagement – Against Defendants Roberts, Daily, DiMaggio, and The Hidden Sound)**

141. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in each of the preceding paragraphs as if fully set forth herein.

142. Roberts, Daily, DiMaggio, and The Hidden Sound have made numerous false and defamatory statements of fact about Little A'le'Inn to third persons, including statements of fact published on public websites and in social media aimed at Little A'le'Inn's business and services, as alleged in Paragraphs 61-70 above.

143. Roberts, Daily, DiMaggio, and The Hidden Sound knew or should have known that each of these statements were false and defamatory when made, and lacked any privilege or justification for making the statements.

144. These statements were and are false and defamatory, and constitute defamation per se because the statements have a clear tendency to injury Little A'le'Inn's business reputation.

145. Roberts, Daily, DiMaggio, and The Hidden Sound's further published false statements which were published with malice as Roberts, Daily, DiMaggio, and The Hidden Sound knew that these the statements were false when made and/or had reason to doubt their truthfulness.

146. Roberts, Daily, DiMaggio, and The Hidden Sound's intent in making the statements was to economically damage Little A'le'Inn's business, seize control over Alienstock, and usurp the ALIENSTOCK mark for a competing event. Thus, Plaintiffs are entitled to an award of punitive damages against Roberts, Daily, DiMaggio, and The Hidden Sound.

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1 147. As a direct result of the false and defamatory public statements, Little A'le'Inn has  
2 lost critical vendors and approximately half of the reservations for Alienstock have cancelled.

3 148. As a direct and proximate result of the defamatory conduct by these Defendants,  
4 Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of \$15,000.00.

5 149. As a further proximate result of Defendants' false statements, Little A'le'Inn has  
6 suffered the following special damages: the false statements have had the natural effect of  
7 decreasing the number or individuals willing to engage in business with Little A'le'Inn, thereby  
8 decreasing Little A'le'Inn's business. Little A'le'Inn has been specially damaged in an amount in  
9 excess of \$15,000.00, the exact amount to be proven at trial.

10 150. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
11 an attorney and is entitled to recover their attorney's fees and costs from Roberts, Daily, DiMaggio,  
12 and The Hidden Sound.

### 13 NINTH CLAIM FOR RELIEF

#### 14 (Defamation per se – Against Defendants Roberts, Daily, DiMaggio, The Hidden Sound)

15 151. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
16 each of the preceding paragraphs as if fully set forth herein.

17 152. As set forth above in paragraphs 61-70 above, Roberts, Daily, DiMaggio, and The  
18 Hidden Sound have made numerous false and defamatory public statements regarding West's  
19 preparation and planning of the Alienstock event.

20 153. All such statements are false and defamatory and constitute defamation per se  
21 because the statements have a clear tendency to injury West's personal and business reputation.

22 154. Roberts, Daily, DiMaggio, and The Hidden Sound knew these statements were  
23 false or were at least negligent in making the false and derogatory statements and lacked any  
24 privilege or justification for making the statements.

25 155. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
26 Sound, West has suffered, and continues to suffer, damages in an amount in excess of \$15,000.00.

27 156. Roberts, Daily and The Hidden Sound are guilty of oppression, fraud or malice,  
28 express or implied, and Plaintiffs are therefore entitled to recover punitive damages for such

1 conduct.

2 157. Further, West is entitled to special damages because the publications/statements are  
3 defamation per se as they have the natural effect of damaging West’s professional reputation.

4 158. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
5 an attorney and is entitled to recover their attorney’s fees and costs from Roberts, Daily, DiMaggio,  
6 and The Hidden Sound.

7 **TENTH CLAIM FOR RELIEF**

8 **(Accounting – Against Defendants Roberts, Daily, and The Hidden Sound)**

9 159. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
10 each of the preceding paragraphs as if fully set forth herein.

11 160. Plaintiffs had the right to expect trust and confidence in the integrity and fidelity of  
12 the Roberts, Daily, and The Hidden Sound as co-organizers and promoters of Alienstock.

13 161. Plaintiffs, as co-organizers and promoters of Alienstock with Roberts, Daily, and  
14 The Hidden Sound, are entitled to a full accounting of all funds and sponsorship money that are,  
15 and have been, in the control of Roberts, Daily, and/or The Hidden Sound, and for a full accounting  
16 of all operations of Roberts, Daily, and The Hidden Sound related to Alienstock.

17 162. Roberts, Daily, and The Hidden Sound have been acting and representing to the  
18 public that they own and created Alienstock, despite the fact that they have failed to provide any  
19 funding or capital contributions to Alienstock as required under the agreement between the parties.

20 163. As demonstrated by the allegations of this Complaint, Roberts, Daily, and The  
21 Hidden Sound have breached their fiduciary duty to Plaintiffs, by retaining funds and sponsorship  
22 funds that were intended to be used to pay for the critical infrastructure for Alienstock, which  
23 necessitates an accounting to ascertain the extent of the damages to Plaintiffs and all profits and  
24 any special benefits obtained as a result of Roberts’, Daily’s, and The Hidden Sound’s breach of  
25 their obligations as co-organizers and promoters, and of their fiduciary duties, including but not  
26 limited to, all funds or other assets that have been directly or indirectly taken by Roberts, Daily,  
27 and/or The Hidden Sound, whether in the form of donations, sponsorships, or otherwise.

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1 164. As a direct and proximate result of the conduct of Roberts, Daily, and The Hidden  
2 Sound, Plaintiffs have suffered, and continue to suffer, damages in an amount in excess of  
3 \$15,000.00.

4 165. Plaintiffs have, by reason of the foregoing, been required to utilize the services of  
5 an attorney and is entitled to recover their attorney's fees and costs from Roberts, Daily, and The  
6 Hidden Sound.

7 **ELEVENTH CLAIM FOR RELIEF**

8 **(Injunctive Relief)**

9 166. Plaintiffs repeat, reallege, and incorporate by reference the allegations set forth in  
10 each of the preceding paragraphs as if fully set forth herein.

11 167. Defendants' wrongful actions as alleged herein, and the ongoing direct results of  
12 those actions, will cause and continue to cause great and irreparable injury to Plaintiffs in an  
13 amount that cannot be ascertained, leaving Plaintiffs with no adequate remedy at law.

14 168. Plaintiffs have a strong likelihood of success on the merits of their claims, and they  
15 stand the possibility of irreparable injury if injunctive relief is not granted to Plaintiffs.

16 169. Further, Plaintiffs' interests in obtaining injunctive relief are substantially greater  
17 than the minimal, if in fact any, hardship that will befall Defendants. The public interest also  
18 weighs in favor of granting Plaintiffs' request for injunctive relief.

19 170. Plaintiffs are therefore entitled to entry of preliminary and permanent injunctive  
20 relief against Defendants pursuant to 15 U.S.C. § 1116 and other operation of law.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiffs pray for judgment from this Court as follows:

23 1. For all damages allowed by law as to each of the Claims for Relief in excess of  
24 \$15,000.00, in an amount to be proven at trial.

25 2. For an award of punitive and exemplary damages caused by the willful, malicious  
26 and oppressive acts of Defendants, done with an intent to injure Plaintiffs and with full knowledge  
27 of the adverse effects such acts would have on Plaintiffs, and/or with a conscious disregard of  
28 Plaintiffs' rights, and with a willful and deliberate disregard for the substantial negative economic

1 consequences to Plaintiffs, with an intention or design to harm Plaintiffs as alleged herein.

2 3. For an award of special damages caused by Defendants' malicious and defamatory  
3 publications/statements regarding Little A'le'Inn, which constitute defamation per se as they have  
4 had the natural effect of decreasing the number or individuals willing to engage in business with  
5 Little A'le'Inn, thereby decreasing Little A'le'Inn's business, in an amount to be proven at trial.

6 4. For an award of special damages caused by Defendants' defamatory publications  
7 and statements regarding West, which constitute defamation per se as they have the natural effect  
8 of damaging West's professional and business reputation, in an amount to be proven at trial.

9 5. For an award of special damages for attorneys' fees and costs expended in bringing  
10 this action as special damages which were incurred as a result of Roberts', Daily's, and The Hidden  
11 Sound's breach of their covenant of good faith and fair dealing with Plaintiffs.

12 6. For a prohibitory injunction enjoining Defendants from:

- 13 a. any use of the ALIENSTOCK trademark and intellectual property;
- 14 b. making any further false public statements that Alienstock is cancelled;
- 15 c. contacting vendors and prospective attendees to Alienstock;
- 16 d. appropriating the Pornhub sponsorship money or any other sponsorship or  
17 donation funds received by Defendants through September 7, 2019, for any  
18 purpose other than covering the expenses incurred by Plaintiffs for the  
19 Alienstock event in Rachel, Nevada; and
- 20 e. otherwise interfering in any fashion with the Alienstock event scheduled to  
21 occur in Rachel, Nevada on September 19-22, 2019.

22 7. For a mandatory injunction directing Defendants to issue a formal press release  
23 retracting Defendants' statements that the Alienstock event in Rachel, Nevada was or is cancelled.

24 8. For pre-judgment and post-judgment interest;

25 9. For an award of reasonable attorneys' fees and costs incurred in prosecuting this  
26 action; and

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10. For such other and further relief as the court deems just and proper.

Dated this 17th day of September, 2019.

**HOLLEY DRIGGS WALCH  
FINE PUZEY STEIN & THOMPSON**



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