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10 as the representative of a class of similarly-situated persons

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

11 **DANIEL JUNG**, individually and as the
12 representative of a class of similarly-
13 situated persons;

14 Plaintiffs,

15 vs.

16 **BILLY MCFARLAND**, an individual;
17 **JEFFREY ATKINS** p/k/a **JA RULE**, an
18 individual; **FYRE MEDIA, INC.**, a
19 Delaware corporation; and **DOES 1**
20 through 50, inclusive;

21 Defendants.

Case No.: 2:17-cv-03245

CLASS ACTION COMPLAINT

- 1. **FRAUD**
- 2. **FRAUD—NEGLIGENT MISREPRESENTATION**
- 3. **BREACH OF CONTRACT**
- 4. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

DEMAND FOR JURY TRIAL

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1 Plaintiff Daniel Jung, individually and as the representative of a class of
2 similarly-situated persons, alleges as follows:

3 **INTRODUCTION**

4 1. Defendants promoted their “Fyre Festival” as a posh, island-based music
5 festival featuring “first-class culinary experiences and a luxury atmosphere.” Instead,
6 festival-goers were lured into what various media outlets have since labeled a
7 “complete disaster,” “mass chaos,” and a “post-apocalyptic nightmare.”

8 2. The festival’s lack of adequate food, water, shelter, and medical care
9 created a dangerous and panicked situation among attendees—suddenly finding
10 themselves stranded on a remote island without basic provisions—that was closer to
11 “The Hunger Games” or “Lord of the Flies” than Coachella. Festival-goers survived
12 on bare rations, little more than bread and a slice of cheese, and tried to escape the
13 elements in the only shelter provided by Defendants: small clusters of “FEMA tents,”
14 exposed on a sand bar, that were soaked and battered by wind and rain.

15 3. Attendees’ efforts to escape the unfolding disaster were hamstrung by
16 their reliance upon Defendants for transportation, as well as by the fact that
17 Defendants promoted the festival as a “cashless” event—Defendants instructed
18 attendees to upload funds to a wristband for use at the festival rather than bringing any
19 cash. As such, Attendees were unable to purchase basic transportation on local taxis
20 or busses, which accept only cash. As a result of Defendants’ roadblocks to escape, at
21 least one attendee suffered a medical emergency and lost consciousness after being
22 locked inside a nearby building with other concert-goers waiting to be airlifted from
23 the island.

24 4. Outrage spread quickly on social media and throughout traditional news
25 outlets, with the New York Times, the Los Angeles Times, the Washington Post,
26 Vanity Fair, and others describing the dangerous events unfolding. Social media users
27 even generated the hashtag “#fyrefraud” to share their harrowing experiences while in
28 Defendants’ care.

1 5. Shockingly, Defendants had been aware for months that their festival was
2 dangerously under-equipped and posed a serious danger to anyone in attendance.
3 Individuals employed by Defendants have since acknowledged that no infrastructure
4 for food service or accommodations was in place as recently as last month—the island
5 was totally barren—and that the few contractors who had been retained by Defendants
6 were refusing to work because they had not been paid. Various news outlets began
7 describing these logistical problems and labeling the festival as a “scam” weeks ago.

8 6. At the same time, however, Defendants were knowingly lying about the
9 festival’s accommodations and safety, and continued to promote the event and sell
10 ticket packages. The festival was even promoted as being on a “private island” once
11 owned by drug kingpin Pablo Escobar—the island isn’t private, as there is a “Sandals”
12 resort down the road, and Pablo Escobar never owned the island.

13 7. More troublingly, Mr. McFarland and Mr. Atkins began personally
14 reaching out to performers and celebrities in advance of the festival and warned them
15 not to attend—acknowledging the fact that the festival was outrageously
16 underequipped and potentially dangerous for anyone in attendance.

17 8. Nevertheless, Defendants refused to warn attendees about the dangerous
18 conditions awaiting them on the island. Defendants only “cancelled” the event on the
19 morning of the first day—after thousands of attendees had already arrived and were
20 stranded, without food, water, or shelter.

21 9. This outrageous failure to prepare, coupled with Defendants’ deliberate
22 falsehoods in promoting the island “experience,” demonstrates that the Fyre Festival
23 was nothing more than a get-rich-quick scam from the very beginning. Defendants
24 intended to fleece attendees for hundreds of millions of dollars by inducing them to fly
25 to a remote island without food, shelter or water—and without regard to what might
26 happen to them after that.

27 10. While Plaintiff is aware that Defendants have made overtures regarding
28 refunds, Class Members’ damages in being lured to a deserted island and left to fend

1 for themselves—a situation tantamount to false imprisonment—exceed the face value
2 of their ticket packages by many orders of magnitude.

3 11. Plaintiff brings this class action on behalf of all ticket buyers and festival
4 attendees defrauded and wronged by Defendants, and seeks damages in excess of
5 \$100,000,000.00 on behalf of himself and the Class.

6 **JURISDICTION AND VENUE**

7 12. This Court has original jurisdiction over this action under the *Class*
8 *Action Fairness Act*, 28, U.S.C. § 1332(d), because this is a class action in which: (1)
9 there are more than a one hundred and fifty (150) members in the proposed class; (2)
10 various members of the proposed class are citizens of states different from where
11 Defendants are citizens; and (3) the amount in controversy, exclusive of interest and
12 costs, exceeds \$5,000,000.00 in the aggregate.

13 13. In addition, this Court has supplemental jurisdiction over Plaintiff’s state
14 claims under 28, U.S.C. § 1367 because those claims derive from a common nucleus
15 of operative facts.

16 14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a
17 substantial part of the events giving rise to Plaintiff and Class Members’ claims
18 occurred in the Central District of California as Defendant: (a) is authorized to
19 conduct business in this District and has intentionally availed itself to the laws within
20 this District; (b) currently does substantial business in this District; and (c) is subject
21 to personal jurisdiction in this District.

22 **PARTIES**

23 15. At all times relevant to this action, Plaintiff Daniel Jung was a resident of
24 Los Angeles County, California, and a citizen of the State of California.

25 16. Upon information and belief, Defendant Billy McFarland was a resident
26 and citizen of the State of New York at all times relevant to this action.

27 17. Upon information and belief, Defendant Jeffrey Atkins p/k/a Ja Rule was
28 a resident and citizen of the State of New York at all times relevant to this action.

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1 18. At all times relevant to this action, Defendant Fyre Media, Inc. was a
2 business entity incorporated under the laws of the State of Delaware.

3 19. Plaintiff is informed and believes that Defendants sold ticket packages,
4 ranging in price from \$1,200.00 to over \$100,000.00, to thousands of Class Members
5 who ultimately attended the Fyre Festival. Upon information and belief, these Class
6 Members are residents and citizens of numerous States and Countries.

7 20. The true names and capacities, whether individual, corporate, associate,
8 or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are
9 currently unknown to Plaintiff, who therefore sues Defendants by such fictitious
10 names. Plaintiff is informed and believes, and thereon alleges, that each of the
11 Defendants designated herein as DOES is legally responsible in some manner for the
12 events and happenings referred to herein and caused injury and damage proximately
13 thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend
14 this Complaint to reflect the true names and capacities of the Defendants designated
15 hereinafter as DOES when the same have been fully ascertained.

16 21. Plaintiff is informed and believes, and based thereon alleges, that at all
17 times mentioned herein, each of the Defendants was the agent, servant, employee, co-
18 venturer, and co-conspirator of each of the remaining Defendants, and was at all times
19 herein mentioned acting within the course, scope, purpose, consent, knowledge,
20 ratification, and authorization of and for such agency, employment, joint venture and
21 conspiracy.

22 22. Plaintiff is further informed and believes, and thereon alleges, that at all
23 relevant times, each Defendant was completely dominated and controlled by its Co-
24 Defendants, and each was the alter ego of the other. Whenever and wherever reference
25 is made in this Complaint to any conduct by Defendant or Defendants, such
26 allegations and references shall also be deemed to mean the conduct of each of the
27 Defendants, acting individually, jointly, and severally. Whenever and wherever
28 reference is made to individuals who are not named as Defendants in this Complaint,

1 but were employees and/or agents of Defendants, such individuals at all relevant times
2 acted on behalf of Defendants named in this Complaint within the scope of their
3 respective employments.

4 **GENERAL ALLEGATIONS**

5 23. Defendants began promoting the Fyre Festival in December 2016. Set to
6 begin April 28, 2017, Defendants touted their festival as “the cultural experience of
7 the decade,” featuring A-list entertainers like Blink-182, Migos, Rae Sremmurd, and
8 Major Lazer, “first-class culinary experiences and a luxury atmosphere,” and more
9 than \$1,000,000.00 in jewelry, cash, and other products up for grabs in a treasure hunt
10 available to attendees—all taking place on a “private island” in the Bahamas once
11 owned by drug kingpin Pablo Escobar.

12 24. Defendants invested enormous amounts of time and money in promoting
13 and advertising their festival domestically and internationally. They employed
14 hundreds of online “influencers”—including Kendall Jenner, Bella Hadid, and Emily
15 Ratajkowski—to use social media to generate ticket sales, and created extravagant
16 websites and mock-ups of the luxurious villas in which attendees would be staying.

17 25. Ticket packages for the event, which were advertised as including luxury
18 accommodations and first-class food, ranged in price from \$1,200.00 to well over
19 \$100,000.00 per person. Upon information and belief, Defendants sold many
20 thousands of ticket packages to their festival.

21 26. Plaintiff Daniel Jung, pictured below left, purchased a ticket package and
22 airfare to Fyre Festival, totaling approximately \$2,000.00 in costs.



1 27. As widely reported on social media and through news outlets, the festival
2 was a disaster immediately upon the attendees' arrival. Concert-goers' luggage was
3 unceremoniously dumped from shipping containers and left for them to rifle through
4 in order to find their personal belongings:



William N. Finley IV
@WNFIV

Follow

This is how Fyre Fest handles luggage. Just drop it out of a shipping container. At night. With no lights. #fyrefestival

5:56 PM - 27 Apr 2017

1,032 2,275

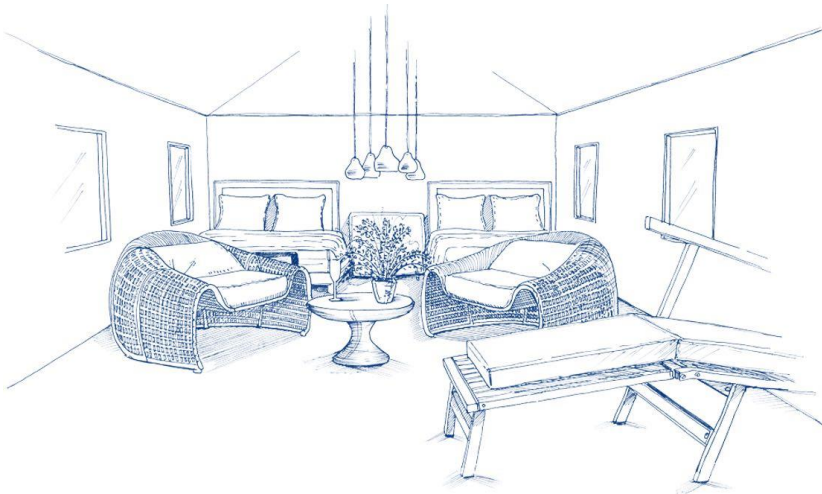
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1 28. Once there, the accommodations were clustered “FEMA tents” (pictured
2 below right), wholly exposed to the elements, rather than the luxurious villas
3 described in Defendants’ promotional materials (pictured below left):



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1 29. In addition to the substandard accommodations, wild animals were seen
2 in and around the festival grounds:



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schapleigh
The Exumas Bahamas [Follow](#)

schapleigh #fyre is a huge shitshow but it hasn't been a total loss. I got to meet this swimming pig yesterday. #fyre2017 #fyrefestival

210 likes
2 DAYS AGO

Log in to like or comment. [...](#)

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1 30. With only unsecured tents as accommodations, rather than the promised
2 villas, attendees had no secure area to store valuables and other personal items:
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 **William N. Finley IV**
@WNFIV [Follow](#)

These are the secure lockers at Fyre Fest. They forgot to tell us we needed locks. #fyrefestival #fyrefest
6:53 PM - 27 Apr 2017
1,123 retweets 2,436 likes

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1 31. Similarly, the “world-class cuisine” was nowhere to be found, replaced
2 by meager rations that were in dangerously short supply:



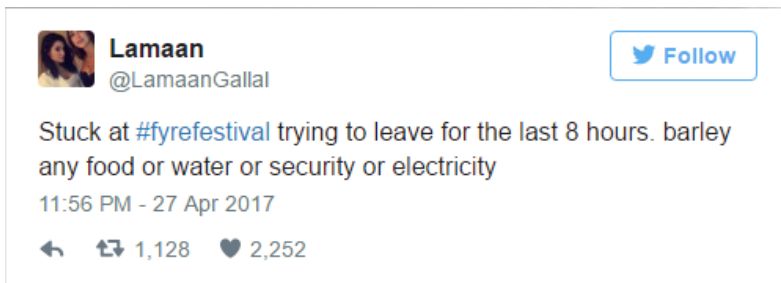
12
13
14 32. Even more troublingly, festival staff were nowhere to be found to address
15 attendees’ concerns, and the medical staff was similarly absent:



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1 33. Faced with the complete lack of even the most basic amenities, as well as
2 no assistance from Defendants, festival attendees began to panic:



14 34. Predictably, Attendees began attempting to leave the island en masse, but
15 found themselves trapped—even locked inside an airport awaiting delayed flights:



1 35. Unfortunately, festival-goers were unable to escape the unfolding disaster
 2 because of their reliance upon Defendants for transportation, and because Defendants
 3 promoted the festival as a “cashless” event—Defendants instructed attendees to
 4 upload funds to a wristband for use at the festival rather than bringing any cash. As
 5 such, Attendees were unable to purchase basic transportation on local taxis or busses,
 6 which accept only cash. As a result of Defendants’ roadblocks to escape, at least one
 7 attendee suffered a medical emergency and lost consciousness after being locked
 8 inside a nearby building with other concert-goers waiting to be airlifted from the
 9 island:



16 36. Shockingly, Defendants had been aware for months that their festival was
 17 dangerously under-equipped and posed a serious danger to anyone in attendance.
 18 Individuals employed by Defendants have since acknowledged that no infrastructure
 19 for food service or accommodations was in place as recently as last month—the island
 20 was totally barren—and that the few contractors who had been retained by Defendants
 21 were refusing to work because they had not been paid. Various news outlets began
 22 describing these logistical problems and labeling the festival as a “scam” weeks ago.

23 37. More troublingly, Mr. McFarland and Mr. Atkins began personally
 24 reaching out to performers and celebrities in advance of the festival and warned them
 25 not to attend—acknowledging the fact that the festival was outrageously
 26 underequipped and potentially dangerous for anyone in attendance.

27 38. Nevertheless, Defendants refused to warn attendees about the dangerous
 28 conditions awaiting them on the island. Defendants only “cancelled” the event on the

1 morning of the first day—after thousands of attendees had already arrived and were
2 stranded, without food, water, or shelter.

3 **CLASS ACTION ALLEGATIONS**

4 39. This action is brought, and may properly be maintained, as a class action
5 under Fed. R. Civ. P. Rule 23 because there is a well-defined community of interest in
6 the litigation and the proposed class is easily ascertainable. This action satisfies the
7 predominance, typicality, numerosity, superiority, and adequacy requirements of these
8 provisions.

9 (a) **Numerosity**: The plaintiff class is so numerous that the individual joinder of
10 all members is impractical under the circumstances of this case. While the exact
11 number of Class Members is unknown to Plaintiff at this time, Plaintiff is
12 informed and believes, and based thereon alleges, that over one-thousand
13 (1,000) persons purchased tickets for, and/or attended, Defendants’ Fyre
14 Festival.

15 (b) **Commonality**: Common questions of law and fact exist as to all members
16 of the plaintiff class and predominate over any questions that affect only
17 individual members of the class. The common questions of law and fact
18 include, but are not limited to:

- 19 (i) Whether Defendants made false representations about Fyre Festival;
20 (ii) If so, whether Defendants knew they were false or were reckless as to
21 their veracity at the time they were made;
22 (iii) Whether Defendants negligently misrepresented various facts
23 regarding Fyre Festival; and
24 (iv) Whether Defendants breached any implied or explicit contractual
25 obligations to ticket buyers and to attendees of Fyre Festival;

26 (c) **Typicality**: Plaintiff’s claims are typical of the claims of the Class
27 Members. Plaintiff and the members of the class sustained damages arising out
28 of Defendants’ wrongful and fraudulent conduct as alleged herein.

1 (d) **Adequacy:** Plaintiff will fairly and adequately protect the interests of the
2 members of the class. Plaintiff has no interest that is adverse to the interests of
3 the other Class Members.

4 (e) **Superiority:** A class action is superior to other available means for the fair
5 and efficient adjudication of this controversy. Because individual joinder of all
6 members of the class is impractical, class action treatment will permit a large
7 number of similarly situated persons to prosecute their common claims in a
8 single forum simultaneously, efficiently, and without unnecessary duplication
9 of effort and expense that numerous individual actions would engender. The
10 expenses and burdens of individual litigation would make it difficult or
11 impossible for individual members of the class to redress the wrongs done to
12 them, while important public interests will be served by addressing the matter
13 as a class action. The cost to and burden on the court system of adjudication of
14 individualized litigation would be substantial, and substantially more than the
15 costs and burdens of a class action. Class litigation would also prevent the
16 potential for inconsistent or contradictory judgments.

17 (f) **Public Policy Considerations:** When a company or individual engages in
18 fraudulent and predatory conduct with large swaths of consumers, it is often
19 difficult or impossible for the vast majority of those consumers to bring
20 individual actions against the offending party. Many consumers are either
21 unaware that redress is available, or unable to obtain counsel to obtain that
22 redress for financial or other reasons. Class actions provide the class members
23 who are not named in the complaint with a vehicle to achieve vindication of
24 their rights. The members of the class are so numerous that the joinder of all
25 members would be impractical and the disposition of their claims in a class
26 action rather than in individual actions will benefit the parties and the court.
27 There is a well-defined community of interest in the questions of law or fact
28 affecting the Plaintiff Class in that the legal questions of fraud, breach of

1 contract, and other causes of action, are common to the Class Members. The
2 factual questions relating to Defendants' wrongful conduct and their ill-gotten
3 gains are also common to the Class Members.

4 **FIRST CAUSE OF ACTION**

5 **FRAUD – INTENTIONAL MISREPRESENTATION**

6 *(By Plaintiff Individually and On Behalf of All Class Members*

7 *Against All Defendants)*

8 40. Plaintiff realleges and incorporates herein by reference each and every
9 allegation contained in the preceding paragraphs of this Complaint as though fully set
10 forth herein.

11 41. As stated above, all Defendants made numerous false representations
12 regarding the Fyre Festival.

13 42. Defendants represented, among other things, that (1) this event would
14 take place on a private island; (2) the island was previously owned by infamous drug
15 lord Pablo Escobar; (3) all food would be provided, including five-star cuisine; (4) the
16 living quarters would be fully furnished; (5) guests would take private jets from
17 Miami to the festival; and (6) the event would be attended by celebrities and top-level
18 musical talent.

19 43. As the weekend continued, all of the representations made by Defendants
20 proved to be completely false.

21 44. Defendants have, through various social media outlets, promoted this
22 event vigorously. As the organizers and sponsors of this event, Defendants knew that
23 the representations were false; or at the minimum, Defendants made the representation
24 with reckless disregard for the truth.

25 45. These representations by Defendants were clearly made to promote the
26 event and increase the number of attendees to the event.

27 46. Based on the representations by Defendants, Plaintiff purchased his ticket
28 and attempted to attend the event.

1 47. Plaintiff expended thousands of dollars on his ticket and travel
2 accommodations to the event. Plaintiff made further expenses on emergency travel
3 after the event collapsed. Additionally, Plaintiff experienced significant emotional
4 pain and suffering from being stranded in a foreign country.

5 48. Plaintiff specifically made the above expenses based on his reliance on
6 Defendants' representations. Furthermore, Plaintiff's emotional pain stems from his
7 experiences at the failed event.

8 **SECOND CAUSE OF ACTION**

9 **FRAUD - NEGLIGENT MISREPRESENTATION**

10 *(By Plaintiff Individually and On Behalf of All Class Members*

11 *Against All Defendants)*

12 49. Plaintiff realleges and incorporates herein by reference each and every
13 allegation contained in the preceding paragraphs of this Complaint as though fully set
14 forth herein.

15 50. As stated above, all Defendants made numerous false representations
16 regarding the Fyre Festival.

17 51. Defendants represented, among other things, that (1) this event would
18 take place on a private island; (2) the island was previously owned by infamous drug
19 lord Pablo Escobar; (3) all food would be provided, including five-star cuisine; (4) the
20 living quarters would be fully furnished; (5) guests would take private jets from
21 Miami to the festival; and (6) the event would be attended by celebrities and top-level
22 musical talent.

23 52. As the weekend continued, all of the representations made by Defendants
24 proved to be completely false.

25 53. Defendants have, through various social media outlets, promoted this
26 event vigorously. Although Defendants may have honestly believed that these
27 representations were true, based on the lack of preparation of the event, Defendants
28

1 had no reasonable grounds for believing the representations were true when they made
2 it.

3 54. These representations by Defendants were clearly made to promote the
4 event and increase the number of attendees to the event.

5 55. Based on the representations by Defendants, Plaintiff purchased his ticket
6 and attempted to attend the event.

7 56. Plaintiff expended thousands of dollars on his ticket and travel
8 accommodations to the event. Plaintiff made further expenses on emergency travel
9 after the event collapsed. Additionally, Plaintiff experienced significant emotional
10 pain and suffering from being stranded in a foreign country.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF CONTRACT**

13 *(By Plaintiff Individually and On Behalf of All Class Members*

14 *Against All Defendants)*

15 57. Plaintiff realleges and incorporates herein by reference each and every
16 allegation contained in the preceding paragraphs of this Complaint as though fully set
17 forth herein.

18 58. Plaintiff entered into a contract with Defendants to provide a luxury
19 festival experience in exchange for money. Plaintiff provided payment in
20 consideration for Defendants' promise to provide lavish accommodations, top-tier
21 cuisine, and A-level musical talent.

22 59. Instead, Defendants breached the contract by providing accommodations
23 rivaling a refugee camp, bread and cheese sandwiches, and no musical acts.

24 60. Plaintiff expended thousands of dollars on his ticket and travel
25 accommodations to the event.

26 61. After Defendants failed to perform, Plaintiff expended thousands of
27 dollars on emergency travel plans to leave the event.

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FOURTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(By Plaintiff Individually and On Behalf of All Class Members Against All Defendants)

62. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

63. Plaintiff entered into a contract with Defendants to provide a luxury festival experience in exchange for money. Plaintiff provided payment in consideration for Defendants’ promise to provide lavish accommodations, top-tier cuisine, and A-level musical talent.

64. As shown above, Defendants engaged in disruptive behavior which clearly interfered with Plaintiff’s right to receive the benefits of the contract.

65. Plaintiff expended thousands of dollars on his ticket and travel accommodations to the event. Plaintiff made further expenses on emergency travel after the event collapsed.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf, and on behalf of the Class Members and Sub-Class Members, as well as the general public, prays for judgment as follows:

CLASS CERTIFICATION:

- 1. For an order certifying the proposed Class;
- 2. That Plaintiff be appointed as the representative of the Class; and
- 3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO ALL CAUSES OF ACTION:

- 1. For all actual, consequential, and incidental losses and damages, according to proof;
- 2. For punitive damages, where permitted by law;
- 3. For attorneys’ fees, where permitted by law;
- 4. For costs and suit herein incurred; and
- 5. For such other and further relief as the Court may deem just and proper.

DATED: April 29, 2017

GERAGOS & GERAGOS, APC

By: /s/ MARK J. GERAGOS
 MARK J. GERAGOS
 BEN J. MEISELAS
 ZACK V. MULJAT
 ALEX ALARCON
 Attorneys for Plaintiff Daniel Jung,
 individually and as the representative of
 a class of similarly-situated persons.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Daniel Jung, individually and as the representative of a class of similarly-
3 situated persons, hereby demands a jury trial.

4
5 DATED: April 29, 2017

GERAGOS & GERAGOS, APC

6
7
8 By: /s/ MARK J. GERAGOS
9 MARK J. GERAGOS
10 BEN J. MEISELAS
11 ZACK V. MULJAT
12 ALEX ALARCON
13 Attorneys for Plaintiff Daniel Jung,
14 individually and as the representative of
15 a class of similarly-situated persons.
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