

IN THE CIRCUIT COURT OF THE SEVENTEETH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: _____

Willy Cenecharles d/b/a JackBoyd
Entertainment and Carl Richardson
d/b/a Three Island Boyz Entertainment,

Plaintiffs,

vs.

Dollaz N Dealz Entertainment LLC,
a Florida limited liability company,
AD Julien, an individual, and
Dieuson Octave d/b/a Kodak Black,
an individual,

Defendants.
_____ /

COMPLAINT FOR MONETARY DAMAGES

Plaintiffs, Willy Cenecharles d/b/a JackBoyd Entertainment (“JackBoyd”) and Carl Richardson d/b/a Three Island Boyz Entertainment (“Three Island”)(collectively JackBoyd and Three Island are referred to as “Plaintiffs”), by and through their undersigned counsel sue Defendants, Dollaz N Dealz Entertainment LLC, a Florida limited liability company (“Dollaz N Dealz”), AD Julien, an individual (“ADJ”), and Dieuson Octave d/b/a Kodak Black (“Black”)(collectively, Dollaz N Dealz, ADJ and Black are referred to as “Defendants”), In support thereof, Plaintiffs state as follows:

JURISDICTION, VENUE AND PARTIES

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, attorneys’ fees, and costs.

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LAW OFFICES OF AARON RESNICK, P.A.

New World Tower · Suite 1607 · 100 North Biscayne Boulevard · Miami, Florida 33132
Telephone (305) 672-7495 · Facsimile (305) 672-7496

2. Plaintiff, Willy Cenecharles d/b/a JackBoyd is a resident of Lee County, Florida.

3. Plaintiff, Carl Richardson d/b/a Three Island is a resident of Lee County, Florida.

4. Defendant, Dollaz N Dealz, is a Florida limited liability company with its principal place of business located in Broward County, Florida. Dollaz N Dealz frequently conducts business throughout the State of Florida.

5. Defendant, ADJ is a resident of Broward County Florida and otherwise *sui juris*. ADJ is the Manager and President of Dollaz N Dealz.

6. Defendant, Kodak Black is a resident of Broward County Florida and otherwise *sui juris*. He conducts business throughout the state of Florida. Kodak Black is signed to Dollaz N Dealz record label.

7. This Court has personal jurisdiction over the Defendants because they all are residents of the state of Florida.

8. Venue is proper before this Court because a substantial part of the events, acts, and omissions giving rise to the claims alleged herein occurred in Broward County, Florida, and the Defendants are located in Broward County, Florida.

9. All conditions precedent to bringing the instant action have occurred, been performed and/or have otherwise been excused, satisfied, or waived.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

A. Promoters of Hip Hop and Rap Artist Music Events

10. Three Island and JackBoyd jointly are in the event production and concert promotion business. They frequently work together focusing on promoting and producing one off concert events that focus primarily on hip-hop or rap music performers.

11. The one off concert events are mainly held in the Southwest Florida, but also include South Florida and other areas of the State of Florida.

B. Dollaz N Dealz/Kodak Black/ADJ

12. Dollaz N Dealz is owned and run by ADJ. Dollaz N Dealz is a record label focusing on hip hop or rap music with artist primarily from South Florida.

13. Defendant, Dieuson Octave is better known by his stage name, “Kodak Black.” He is a local American rapper from Pompano Beach, Florida.¹

14. Kodak Black is one of the top up and coming American rappers in the United States.

15. Kodak Black’s music is produced by Dollaz N Dealz. Dollaz N Dealz also acts as an agent for Kodak Black and books events and concerts for him.

16. In December 2013, Kodak Black released his first mixtape, Project Baby. The response was so strong that Dollaz N Dealz and Kodak Black started gaining nationwide exposure. Kodak Black soon gained prominent exposure and began touring in the United States. In October 2015, Kodak Black was arrested in Pompano Beach and charged with robbery, battery, false imprisonment of a child, and possession of cannabis. He was released from custody, and shortly after signed a deal with Atlantic Records

17. In December 2015, Kodak Black released the mixtape, Institution. To support the release of Institution Dollaz N Dealz and Kodak Black began a scheduling concert dates around

¹ Information obtained from the following sources: (a) https://en.wikipedia.org/wiki/Kodak_Black; (b) <http://www.mixologi.com/mcct-kodak-black-broward-countys-project-baby/> (c) <https://www.facebook.com/Duffle.Boi1> (d) http://kodak-world.com/?page_id=24 and (e) <https://www.thefader.com/2016/01/28/kodak-black-gen-f-interview>

Florida.

C. The Agreement for Kodak Black to Perform for JackBoyd and Three Island Boyz.

18. Three Island and JackBoyd knew Kodak Black and Dollaz N Dealz. In November 2015, they contacted Kodak Black about performing for them at a concert they would produce for Valentine's Day in Hendry County, Florida. On or about November 15, 2015, Three Island and JackBoyd entered into an oral agreement with Kodak Black for the performance. Kodak Black told them to speak to Dollaz N Dealz, who was assisted in the negotiations by its Manager and President ADJ. The deal was confirmed by Dollaz N Dealz and ADJ acting on behalf of and at the direction of Kodak Black.

19. Pursuant to the agreement, Kodak Black agreed to attend and perform at a Three Island's and JackBoyd's Valentine's Day concert held on Saturday night, February 13, 2016 (the "Concert").

20. The selling point and headline performer for the Concert was Kodak Black. The Concert was to be held on February 13, 2016 at Latinos Night Club located at 6005 State Road 29 South, La Belle, FL 33935, and was to be part of Kodak Black's Florida concert tour. As part of the agreement, Three Island and JackBoyd were to pay \$7,000.00 to Kodak Black through Dollaz N Dealz with half (½) at the time of the agreement (or shortly thereafter) and the remainder when Kodak Black arrived at the Concert. Three Island and JackBoyd were provided a license to use Kodak Black's name and likeness for promotional and advertising materials. Kodak Black was to perform at the Concert for at least one (1) hour and provide voice drops and radio interviews in regard to the Event.

21. Pursuant to the parties' agreement, on or about November 18, 2015, Three Island

and JackBoyd paid \$3,500.00 to Dollaz N Dealz for the February 13, 2016 Concert.

22. Relying on the representations of Kodak Black, Dollaz N Dealz and ADJ, Three Island and JackBoyd began to expend time and money for the Concert. This included, but is not limited to: (i) securing the venue for the show; (ii) paying for marketing and promotions; (iii) selling tickets; (iv) shooting (and paying for) a video promoting Kodak Black and the concert event; and (v) hiring security for the show. All of these actions were done by Three Island and JackBoyd based on the representations and reliance of Kodak Black, Dollaz N Dealz and ADJ to perform on February 13, 2016. In addition, radio drops were done and a full fledged promotional and marketing campaign conducted.

23. Dollaz N Dealz and Kodak Black listed the February 13, 2016 event as part of Kodak Black's concert tour and promoted the tour. See Exhibit "A" (Kodak Black Facebook Flyer – "Going Up Top"). In November, December and January, Three Island and JackBoyd were expending time and money for the Concert as well as selling tickets to the Concert. There was nothing done during that time that led them to believe that Kodak Black would just days before the Concert advise them that he was pulling out of the show.

D. Kodak Black Advises he is Going to Puerto Rico Five Days Before the Show

24. After Three Island and JackBoyd had expended considerable time money promoting Concert and after numerous tickets had been sold to the general public, on February 8, 2016, Kodak Black unilaterally cancelled and backed out of the Concert that was to take place on February 13, 2016. Kodak Black advised Three Island and JackBoyd that the reason he was not going to show for the Concert is because he wanted to travel to San Juan, Puerto Rico, with his girlfriend for Valentine's Day. The text message sent by Kodak Black reads as follows:

I'm Going to Peurto [sic] Rico On Da 13

You Can Reschedule

Das Valentine Week My B

Me Time

Vacate [sic]

See Exhibit "B" (text messages from Kodak Black and JetBlue airline ticket confirmation).

25. On February 9 and 10, 2016, counsel for Three Island and JackBoyd, after they had made numerous attempts to secure Kodak Black would attend the Concert, sent the following demand letters via email to Dollaz N Dealz, ADJ and Kodak Black.

From: Aaron Resnick, Esq

Sent: Tuesday, February 09, 2016 5:19 PM

To: Dollazndealz@gmail.com

Cc: Aaron Resnick, Esq <aresnick@thefirmmiami.com>

Subject: 3 Island Boys Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC and Dieuson Octave a/k/a/ Kodak Black

Importance: High

For Settlement Purposes

RE: 3 Island Boys Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black

Dear Mr. Julien,

We have been retained by 3 Island Boys Entertainment/Jack Boyd Entertainment to try to resolve a dispute they have with Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black ("Black") regarding a performance by Black on February 13, 2016, which he had committed to. Black is now trying to back out of the performance, despite the fact our clients have invested significant time and resources into the marketing and promotion of the event and paid him.

If we are unable to resolve this, we have been instructed to file suit, seek damages, including lost profits and also seek damages to our clients' reputations and business. As of today, these damages would far exceed \$50,000.00 in actual damages and lost profits alone, and that numbers does not include attorney's fees, costs, and damages to our client's

reputation. Our client has ample evidence that there was an agreement, and to the extent it is disavowed by you and Black, we will include a claim for fraud, deceptive and unfair business practices and seek punitive damages.

I have attempted to call you today, but your phone does not allow a message to be left. It is in everyone's best interest to have this show go forward (a commitment for which we will need today), or to find another solution before this escalates and the stakes are raised further. I have spoken to my clients and I have full authority to resolve this matter.

I can be reached at 305.672.7495 extension 105 until 10 pm tonight. Please call me at that number if you want to resolve this. If we do not hear from you tonight, we will assume you, your company and Mr. Black want to litigate this and we will move forward with the filing of a lawsuit. We do hope that will not be necessary and that the parties are able to work this out.

I look forward to hearing from you shortly.

Regards, ARR

From: Aaron Resnick, Esq

Sent: Wednesday, February 10, 2016 7:33 PM

To: Dollazndezalz@gmail.com

Cc: Aaron Resnick, Esq <aresnick@thefirmmiami.com>

Subject: RE: 3 Island Boyz Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC and Dieuson Octave a/k/a/ Kodak Black

RE: 3 Island Boyz Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black

Dear Mr. Julien,

As you know, we have been retained by 3 Island Boyz Entertainment/Jack Boyd Entertainment to try to resolve Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black ("Black") breach of an agreement requiring Black to perform at our clients' even on February 13, 2016. Black has advised our client that he will not perform at the event, despite the fact he agreed to do so, and despite the fact that our clients invested significant time and resources into the marketing and promotion of the event and paid him. We contacted his booking manager (or who the person who claims to be his booking manager), Vanessa, and she advised us that Black will not be showing up for the event and would not be performing. Our clients contacted you and you advised them that Black would not be performing despite a contractual obligation to do so. Black himself advised that he would be going to Puerto Rico rather than

PAGE 7 OF 16

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abiding by his contractual obligations and appearing for the concert he agreed to perform at.

As a result, we deem Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black to be in breach of their agreement with our clients. At 10 am tomorrow, unless you confirm for us in writing that Black will be appearing on February 13, 2016, our clients will be forced to cancel the event, and refund all the attendees their money. Once that has been done, as a result of the breach of the agreement, the repudiation of same, and statements confirming the breach, our clients will file suit, seek damages, including lost profits and also seek damages to our clients' reputations and business. As of today, these damages would far exceed \$50,000.00 in actual damages and lost profits alone, and that numbers does not include attorney's fees, costs, and damages to our clients' reputation.

I have attempted to call you again today with no luck, and you did not respond to our attempts yesterday to discuss this with you.

Let me be clear, unless we receive written confirmation by 10 am tomorrow that Black will be appearing as contractually obligated to do, our clients will be forced to cancel the concert and sue for damages as a result of Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black's breach and repudiation of his obligations thereunder.

This is our clients' last effort to provide Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black an opportunity to cure this breach prior to incurring substantial damages and being forced to seek relief in the Florida courts.

I can be reached at 305.672.7495 extension 105 until 11 pm tonight and after 8:30 am tomorrow.

I look forward to hearing from you shortly.

Regards, ARR

See Exhibit "C" (Email dated February 10, 2016).

26. Notwithstanding every effort by Three Island and JackBoyd to ensure Kodak Black would appear for the Concert, there efforts went in vain.

27. As a result, and trying to avoid litigation from all the ticket holders, Three Island

and JackBoyd were forced to send the following message to the ticket holders:

Due to circumstances outside our control, we regret to inform you that "Kodak Black" WILL NOT be appearing at Club Latinos on February 13, 2016. Everyone who has purchased a ticket will be refunded at the door, or if you are unable to attend, please contact us to make arrangements for you refund. There will still be a party that Saturday night, February 13, 2015, and we hope that you will still come and join us. Again, please note that due to circumstances we could not control, the Kodak Black party will not take place as scheduled. We are sorry for any inconvenience and hope to see you Saturday night at Club Latinos.

28. As a direct and proximate result of the event being cancelled, Three Island and JackBoyd suffered substantial economic injuries, including their out of pocket expenses, the monies they paid Kodak Black, the monies they expended promoting and advertising the concert, the loss of profits they would have earned had Kodak Black appeared, the loss of business reputation in the community, among other forms of economic damages.

29. All conditions precedent, if any, to the filing of this lawsuit have been waived or excused by Defendants' conduct. Plaintiffs have retained the undersigned counsel and are obligated to pay attorneys' fees and costs. Plaintiffs request the Court order said fees and costs from the Defendants for the deceptive and unfair business practices. Since the claims are all inextricably intertwined, Plaintiffs should recover all their attorney's fees and costs.

COUNT I - BREACH OF CONTRACT

(Against Dollaz N Dealz)

30. Plaintiffs incorporate by reference and restate paragraphs 1 to 29 as though fully set forth herein.

31. Dollaz N Dealz entered into an agreement with Plaintiffs wherein Dollaz N Dealz agreed as the booking manager of Kodak Black to secure his attendance and performance at a concert event to be held at Latinos Night Club on February 13, 2016.

32. Plaintiffs paid Dollaz N Dealz adequate and sufficient consideration pursuant to the parties' agreement and said monies were accepted by Dollaz N Dealz, without objection, in order to ensure the attendance and performance of Kodak Black at the concert event on February 13, 2016.

33. Dollaz N Dealz materially breached the agreement by Kodak Black failing to appear at the Concert.

34. As a direct and proximate result of Dollaz N Dealz's breach of the agreement, Plaintiffs have incurred substantial economic damages, including, but not limited to, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm.

WHEREFORE, Plaintiffs demand judgment for breach of contract against Defendant, Dollaz N Dealz, for monetary damages, compensatory damages, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm, pre and post judgment interest, costs of this action, attorneys' fees, and award any other or further relief the Court deems just and proper.

COUNT II - BREACH OF CONTRACT
(Against Kodak Black)

35. Plaintiffs incorporate by reference and restate paragraphs 1 to 29 as though fully set forth herein.

36. Kodak Black entered into an agreement with Plaintiffs to attend and perform at the Concert on February 13, 2016.

37. Plaintiffs paid Kodak Black monies via funds paid to Dollaz N Dealz in furtherance of the Agreement.

38. Kodak Black materially breached the agreement failing to attend and perform at Concert.

39. As a direct and proximate result of Kodak Black's breach of the agreement, Plaintiffs have incurred substantial economic damages, including, but not limited to, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm.

WHEREFORE, Plaintiffs demand judgment for breach of contract against Kodak Black for monetary damages, compensatory damages, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm, pre and post judgment interest, costs of this action, attorneys' fees, and award any other or further relief the Court deems just and proper.

COUNT III
VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Against Dollaz N Dealz)

40. Plaintiffs repeat and reallege paragraphs 1 to 29 as though fully stated herein.

41. This is an action under § 501.201, et seq., Fla. Stat. (Florida's Deceptive and Unfair Trade Practices Act) ("FDUPTA").

42. Plaintiffs are consumers within the meaning of § 501.203(7), Fla. Stat.

43. Dollaz N Dealz was engaged in "trade or commerce" as defined in § 501.203(8), Fla. Stat.

44. Fla Stat. §501.204(1) provides that "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

45. By reason of Dollaz N Dealz's deceptive, unfair, and other wrongful conduct as herein alleged, it has violated § 501.204, Fla. Stat. by consummating an unlawful, deceptive and unfair business practices, to wit: entering into illusory contracts as the exclusive booking manager for local rap artists without ever intending to fulfill and perform under the contract.

46. Dollaz N Dealz wrongful practices alleged herein are ongoing and continue to be a threat to the Plaintiffs, and the public.

47. Plaintiffs are therefore entitled to injunctive relief as to Dollaz N Dealz unconscionable and deceptive conduct and practices and to enjoin it from such conduct in the future in order to protect the public at large.

48. Plaintiffs are also entitled to a declaration that the conduct of Dollaz N Dealz as alleged herein violated FDUPTA.

49. Plaintiffs have suffered actual damages as a result of Dollaz N Dealz's conduct.

50. The unfair, unconscionable and deceptive acts and practices of Dollaz N Dealz violate the provisions of FDUTPA.

51. Plaintiffs have retained undersigned counsel to represent them in this action and have agreed to pay said counsel a reasonable fee for the legal services provided.

52. Dollaz N Dealz is responsible for Plaintiffs' attorney's fees pursuant to § 501.2105, Fla. Stat.

WHEREFORE, Plaintiffs demand judgment for violation of FDUPTA against Defendant, Dollaz N Dealz, for:

- (i) actual damages against as well as any other damages permitted under Florida law for a violation of FDUPTA, plus pre and post judgment

interest,

- (ii) a declaration that the conduct of Defendant as alleged herein violated FDUPTA;
- (iii) a permanent injunction against Defendant from any further conduct such as the conduct alleged herein that constitutes a violation of FDUPTA;
- (iv) attorney's fees and costs of this action; and
- (v) any additional relief that this Court deems just and appropriate.

COUNT IV – FRAUD

(Against Dollaz and Dealz and AD Julien)

53. Plaintiffs repeat and reallege paragraphs 1 through 29 as though fully stated herein.

54. Dollaz N Dealz and ADJ knew or should have known that the statements it made to Plaintiffs when they entered into the agreement with Plaintiffs was false when it made them to Plaintiffs.

55. Dollaz N Dealz and ADJ knew or should have known that Kodak Black would not perform at the Concert, but failed to disclose this pertinent and critical information to Plaintiffs.

56. Dollaz N Dealz and ADJ intended that their misrepresentations as well as their failure to disclose this information would induce Plaintiffs to act justifiably on the information provided and agreed to, which they did.

57. Plaintiffs have suffered damages as a result of and in justifiable reliance on this fraudulent conduct and fraudulent statements perpetrated by and made by Dollaz N Dealz and ADJ, including their failure to disclose.

WHEREFORE, Plaintiffs demand judgment for fraud against Defendants, Dollaz N Dealz, and AD Julien for monetary damages, compensatory damages, actual damages, loss of

revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm, pre and post judgment interest, costs of this action, attorneys' fees, and award any other or further relief the Court deems just and proper.

COUNT V – FRAUD
(Against Kodak Black)

58. Plaintiffs repeat and reallege paragraphs 1 through 29 as though fully stated herein.

59. Kodak Black knew or should have known that he would not to attend and perform at the Concert, yet represented to the Plaintiffs that he would and took their money. Kodak Black knew that statement was false when he made them to Plaintiffs and Plaintiffs relied to their detriment on Kodak Black's promises and assurances that he could and would attend and perform at the Concert.

60. Kodak Black did not attend and perform because he had plans to travel to San Juan, Puerto Rico, but he failed to disclose this pertinent and critical information to Plaintiffs.

61. Kodak Black intended that his misrepresentations as well as his failure to disclose information would induce Plaintiffs to act justifiably on the information provided and agreed to, which they did.

62. Plaintiffs have suffered damages as a result of and in justifiable reliance on this fraudulent scheme, fraudulent conduct and fraudulent statements perpetrated by and made by Kodak Black.

WHEREFORE, Plaintiffs demand judgment for fraud against Kodak Black, for monetary damages, compensatory damages, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and

other forms of economic harm, pre and post judgment interest, costs of this action, attorneys' fees, and award any other or further relief the Court deems just and proper.

COUNT VI – UNJUST ENRICHMENT
(Against Dollaz N Dealz and Kodak Black)

63. Plaintiffs repeat and reallege paragraphs 1 through 29 as though fully stated herein.

64. This is an action for unjust enrichment based monies paid and received by Defendants but no service in return was provided by Defendants.

65. Defendants had knowledge of and voluntarily accepted and retained the benefits conferred by Plaintiffs in the form of monies paid to them and their promotional and marketing efforts that benefitted Kodak Black.

66. Defendants had knowledge of and voluntarily accepted and retained the benefits conferred by Plaintiffs.

67. Defendants retained all of the benefits conferred upon them without ever putting forth any actions or conduct in order to fulfill their end of the bargain, i.e., agreement.

68. Because Dollaz N Dealz and Kodak Black were unjustly enriched, the circumstances are such that it would be inequitable for them to retain the benefits.

WHEREFORE, Plaintiffs demand judgment against Defendants, Dollaz N Dealz and Kodak Black, for unjust enrichment, for monetary damages, compensatory damages, actual damages, loss of revenue, loss of profits, loss of personal and business income, loss of business reputation in the community, attorney's fees, court costs and other forms of economic harm, pre and post judgment interest, costs of this action, attorneys' fees, and award any other or further relief the Court deems just and proper.

RESERVATION OF RIGHT TO AMEND PLEADINGS

Plaintiffs reserve their right to amend this pleading to add any and all claims and allegations that they determine are just and appropriate.

RESERVATION OF RIGHT TO PLEAD PUNITIVE DAMAGES

Plaintiffs reserve their right to seek leave of this Court to assert and add punitive damages.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED this March 23, 2016.

Respectfully submitted,

/s/Aaron Resnick

AARON R. RESNICK, ESQ.

Florida Bar No. 141097

LAW OFFICES OF AARON RESNICK, P.A.

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Miami, Florida 33132

Telephone (305) 672-7495

Facsimile (305) 672-7496

Aresnick@thefirmmiami.com

Efile@thefirmmiami.com

EXHIBIT A

JANUARY 1ST
COLISEUM, TALLAHASSEE
JANUARY 2ND
CLUB 60 LAKELAND FL
JANUARY 8TH

HONBY BBBZ CHARLESTON SC
JANUARY 8TH
CLUB LBVBL BIRMINGHAM AL
JANUARY 16

THE HALL PALMETTO FL
JANUARY 17
STATE THEATER ALBANY GA
JANUARY 18

BBCHEN ORLANDO FL
JAN. 28TH (NEW)

CLUB A60RA ORANGEBURG SC
JANUARY 23 (NEW)

CLUB REPUBLIC CHARLOTTE NC
JANUARY 30 (NEW)
WAYCROSS GA CLUB DOME

PBB 5TH
SPARTANBURG SC CLUB MAZB
PBB 6TH

FLORENCE SC CLUB COMPOUND
PBB 18TH

SUMPTER SC CLUB CREAM
PBBRUARY 13

NAPILES FL. LATINOS NIGHT CLUB
PBBRUARY 19

JACKSONVILLE FL. MAVERICKS LIVE

MARCH 6
PENSACOLA FL SKYBOX
MARCH 17
PT LAUD. FL
DILLARD HIGH SCHOOL

KODAK BLACK
GOING UP TOP
TOUR



EXHIBIT B



58%



3:18 PM



Kodak



I'm Going To Peurto Rico
On Da 13

You Can Reschedule

Das Valentine Week My B

Me Time

Vacate

0/160



EXHIBIT C

Nadia Ennaji

From: Aaron Resnick, Esq
Sent: Wednesday, February 10, 2016 7:33 PM
To: Dollazndealz@gmail.com
Cc: Aaron Resnick, Esq
Subject: RE: 3 Island Boys Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC and Dieuson Octave a/k/a/ Kodak Black

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As a result, we deem Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black to be in breach of their agreement with our clients. At 10 am tomorrow, unless you confirm for us in writing that Black will be appearing on February 13, 2016, our clients will be forced to cancel the event, and refund all the attendees their money. Once that has been done, as a result of the breach of the agreement, the repudiation of same, and statements confirming the breach, our clients will file suit, seek damages, including lost profits and also seek damages to our clients' reputations and business. As of today, these damages would far exceed \$50,000.00 in actual damages and lost profits alone, and that number does not include attorney's fees, costs, and damages to our clients' reputation.

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This is our clients' last effort to provide Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black an opportunity to cure this breach prior to incurring substantial damages and being forced to seek relief in the Florida courts.

I can be reached at 305.672.7495 extension 105 until 11 pm tonight and after 8:30 am tomorrow.

I look forward to hearing from you shortly.

Regards, ARR

Aaron Resnick, Esq.



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Website: www.thefirmmiami.com

Additional Offices in Boca Raton, Gainesville/Ocala, Jacksonville and New York City

Think Green! Before printing this e-mail please consider whether it is necessary to do so.

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From: Aaron Resnick, Esq
Sent: Tuesday, February 09, 2016 5:19 PM
To: Dollazndealz@gmail.com
Cc: Aaron Resnick, Esq <aresnick@thefirmmiami.com>
Subject: 3 Island Boys Entertainment/Jack Boyd Entertainment v. Dollaz N Dealz Entertainment LLC and Dieuson Octave a/k/a/ Kodak Black
Importance: High

For Settlement Purposes

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Dear Mr. Julien,

We have been retained by 3 Island Boys Entertainment/Jack Boyd Entertainment to try to resolve a dispute they have with Dollaz N Dealz Entertainment LLC, AD Julien and Dieuson Octave a/k/a/ Kodak Black ("Black") regarding a performance by Black on February 13, 2016, which he had committed to. Black is now trying to back out of the performance, despite the fact our clients have invested significant time and resources into the marketing and promotion of the event and paid him.

If we are unable to resolve this, we have been instructed to file suit, seek damages, including lost profits and also seek damages to our clients' reputations and business. As of today, these damages would far exceed \$50,000.00 in actual damages and lost profits alone, and that numbers does not include attorney's fees, costs, and damages to our client's

reputation. Our client has ample evidence that there was an agreement, and to the extent it is disavowed by you and Black, we will include a claim for fraud, deceptive and unfair business practices and seek punitive damages.

I have attempted to call you today, but your phone does not allow a message to be left. It is in everyone's best interest to have this show go forward (a commitment for which we will need today), or to find another solution before this escalates and the stakes are raised further. I have spoken to my clients and I have full authority to resolve this matter.

I can be reached at 305.672.7495 extension 105 until 10 pm tonight. Please call me at that number if you want to resolve this. If we do not hear from you tonight, we will assume you, your company and Mr. Black want to litigate this and we will move forward with the filing of a lawsuit. We do hope that will not be necessary and that the parties are able to work this out.

I look forward to hearing from you shortly.

Regards, ARR

Aaron Resnick, Esq.



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Think Green! Before printing this e-mail please consider whether it is necessary to do so.

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