

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

INSOMNIAC HOLDINGS, LLC, a Delaware
limited liability company,

Plaintiff,

CASE NO.: 1:25cv23486

vs.

SDC HOLDINGS, LLC, a Florida limited liability
company; DAVID E. SINOPOLI, an individual;
HI-NOTE PRODUCTION & CONSULTING
LLC, a Florida limited liability company;
DAVIDE L. DANESE, an individual; FULL
CIRCLE F&B LLC, a Florida limited liability
company; JOSE G. COLOMA CANO, an
individual; and THE HAPPY COMPANY LLC, a
Florida limited liability company,

Defendants.

_____ /

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff Insomniac Holdings, LLC (“Insomniac” or “Plaintiff”), by and through undersigned counsel of record, hereby sues Defendants SDC Holdings, LLC (“SDC”), David Sinopoli (“Sinopoli”), HI-Note Production & Consulting LLC (“HINote”), Davide L. Danese (“Danese”), Full Circle F&B LLC (“Full Circle”), Jose Gabriel Coloma Cano (“Coloma”), and The Happy Company LLC (“THC”) (SDC, Sinopoli, HI-Note, Danese, Full Circle, Coloma, and THC, collectively, the “CDD Parties” and each a “CDD Party,” and, from time-to-time, “Defendants”), and for its Complaint alleges as follows:

INTRODUCTION

1. This is a case of greed. Of biting the hand that feeds. And ultimately, a case of deceit.

2. Prior to 2019, three local club promoters, Messrs. Sinopoli, Danese, and Caloma (collectively individually, “CDD”), were running Club Space, formerly one of Miami’s most historic and beloved music venues. CDD were operating on a whim without so much as an ownership interest in the very name and brand that the business relied upon for its success. Even the most basic business functions, like ensuring a long-term lease, were absent or neglected.

3. Put simply, CDD needed help.

4. In 2019, Insomniac—the most successful, safety conscious, and recognized names in the dance music industry—threw its support, resources, and vision behind CDD by purchasing 51% of Club Space. The strategy behind the renaissance of Club Space so that it could return to, and far exceed, the heyday it once enjoyed prior to CDD’s operation, began with Insomniac laying the foundation by negotiating a long-term lease with Club Space’s landlord to ensure future security, and securing an ownership interest in the intellectual property behind Club Space. This security paved the way for investment in the long-term success of Club Space, bringing never before seen success to the venue.

5. Insomniac ensured that Club Space actually had the contractual right to use the name “Club Space” and, over the past six years, septupled Club Space’s revenue, with 2025 reaching record highs.

6. A rising tide lifts all ships, and between distributions and management fees, payments to Messrs. Sinopoli, Danese, and Coloma increased nearly **tenfold**—adding an extra “0” to each of their annual paychecks, taking home in excess of \$8 million **each** through partnering with Insomniac.

7. Initially grateful, CDD expressed their appreciation toward Insomniac, at one point saying, “*we made our first million with you.*”

8. In fact, the success of CDD working together with Insomniac was so great that the Parties decided to try their hand at another venue: Factory Town, with Insomniac providing all of the funding.

9. After proving the concept, the Parties negotiated operating agreements, management agreements, and the like (collectively, the “Factory Town Agreements”) with Insomniac also committing to fund over \$40 million in lease payments, facility expenses, and capital improvements from its own coffers in support of the venture between the Parties. The CDD Parties happily signed on the dotted line and sent the executed documents off to Insomniac for countersignature.

10. Sadly, however, as is too often the case, CDD’s taste of success ultimately betrayed them. CDD wanted more guaranteed money, more control, and—counterintuitively—*no* accountability, risk, or exposure.

11. While Insomniac was obtaining the necessary approvals from its publicly traded parent company—a process that is all but quick—something changed. It appears that CDD saw an opportunity to work with Club Space’s landlord and cut Insomniac out. The landlord owned Club Space prior to CDD, and prior to Insomniac’s purchase of an interest in the “Club Space” name and IP, owned and controlled 100% of the “Club Space” name.

12. While Insomniac was getting approval to countersign the Factory Town Agreements, the CDD Parties rescinded their signatures and began making outrageous demands for millions of dollars to be paid to the CDD Parties, in addition to increased ownership percentages—all while having made no capital contributions and without any financial risk whatsoever, all of which was to be borne by Insomniac. In fact, monies derived from events at Factory Town were held hostage in a bank account controlled by Mr. Sinopoli, despite the fact that

Insomniac had paid all expenses in connection with the events. The CDD Parties' scheme was starting to reveal itself.

13. Tellingly, the CDD Parties did not raise any credible misconduct or violations of contract, common law, or statute as the basis for their demands; instead, CDD threatened to file a lawsuit containing a thirty-page smear campaign against Insomniac's CEO and founder—Pasquale Rotella ("Mr. Rotella")—along with a pre-planned press campaign to go with it.

14. When informed of the frivolity of their position and reminded of the arbitration agreements that would govern their claims against Mr. Rotella, the CDD Parties said the quiet part out loud regarding their true intentions for filing an action instead of an arbitration. To paraphrase, they said: *that's fine, you'll move to compel arbitration, but it will already be out there, so I think you're missing the point.*

15. But in an attempt to work collaboratively and avoid costly litigation for both Parties, Insomniac suggested the Parties pursue mediation to resolve their disagreements. This resulted in the Parties attending a sixteen-hour mediation with one of the best mediators/private judges in the entire country: the Honorable Judge Michael A. Hanzman (ret.) ("Judge Hanzman").

16. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

the CDD Parties helped themselves by taking nearly three million dollars from the 1306 Lounge, LLC bank account without notifying Insomniac or Judge Hanzman, knowing there was a pending hearing on several outstanding issues: a sign of what was to come. [REDACTED]

[REDACTED] it was déjà vu all over again. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The CDD Parties began demanding Insomniac take on more expenses [REDACTED] and assume millions of dollars of event expenses on its own, while falsely conveying to the EDM industry that the CDD Parties had “won their lawsuit against Insomniac,” and misrepresenting they had complete control over the Hocus Pocus and Art Basel events, [REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] Insomniac moved for an order

¹ The Settlement Agreement is electronically signed.

from Judge Hanzman [REDACTED]. Judge Hanzman set, and the Parties attended, a hearing on Insomniac's motion, which resulted in an Order from Judge Hanzman agreeing with Insomniac on every salient point raised in Insomniac's motion.

20. Prior to the hearing, however, the CDD Parties had already shown their true intentions and made clear that if they lost, they simply would not perform their obligations [REDACTED] [REDACTED] with respect to Hocus Pocus and Art Basel.

21. Sure enough, immediately after the CDD Parties being informed that they had, in fact, lost, and Judge Hanzman confirming [REDACTED], the CDD Parties had an outburst and told Judge Hanzman he had no jurisdiction over the issues while stating (and confirming, in writing) [REDACTED] and would initiate litigation against Insomniac.

22. That same day, the Club Space landlord (who appears to be the CDD Parties' new billionaire partner they have been touting throughout the dispute), with whom the CDD Parties had been conspiring for months, sent a demand letter to Insomniac claiming a breach of certain agreements.² Fortunately, the letter serves only to bolster Insomniac's claims and confirms its suspicions.

23. What has become evidently clear is that CDD's intentions throughout the dispute were never to find a resolution. Instead, CDD has been working to bully Insomniac and push it out of the Parties' partnership. Despite numerous attempts to provoke Insomniac over the past year, Insomniac has made every attempt to bend and compromise in order to preserve and continue the Parties' relationship. Having failed to provoke Insomniac, the CDD Parties have now resorted

² As the Court will see, Insomniac simply did not breach the agreements—not even close.

to threatening litigation on the back of baseless claims, leaving Insomniac with no choice but to seek recourse through this action.

24. While Insomniac fully expects a retaliatory lawsuit from the CDD Parties, it will amount to nothing more than an elaborate and unfounded smear campaign against Mr. Rotella, as the CDD Parties have continuously threatened to do.

25. This is not a case of how David stood against Goliath. Rather, it is a case about how no good deed goes unpunished. Insomniac invested in and elevated the enterprise of three relatively unknown event promoters, and, after making millions of dollars, those three promoters simply got too big for their britches.

26. Even worse, the CDD Parties ensured that they had taken their payment to fund the forthcoming litigation between the Parties [REDACTED]

PARTIES, JURISDICTION, AND VENUE

27. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as this dispute is between citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive of interest, costs, and reasonable attorneys' fees.

28. Venue is proper in the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district. Further, under 28 U.S.C. § 1391(b)(1), all Defendants reside in the Southern District of Florida.

29. Plaintiff Insomniac is a Delaware limited liability company, whose members are: (i) Pasquale Rotella, a citizen of the State of California; (ii) Live Nation Worldwide, Inc., a Delaware corporation with its principal place of business in California; (iii) Owl Holding, Inc., a Nevada corporation with its principal place of business in California; and (iv) Owl Entertainment,

Inc., a Delaware corporation with its principal place of business in California. Thus, Plaintiff is a citizen of Delaware, Nevada, and California.

30. Defendant SDC is a Florida limited liability company, whose members are David E. Sinopoli, a citizen of the State of Florida, Davide L. Danese, a citizen of the State of Florida, Jose G. Coloma Cano, a citizen of the State of Florida. As a result, SDC is a Florida citizen for purposes of diversity of citizenship.

31. Defendant HINote is a Florida limited liability company, whose sole member is David E. Sinopoli, a citizen of the State of Florida. Hence, HiNote is a Florida citizen for purposes of diversity of citizenship.

32. Defendant Full Circle is a Florida limited liability company, whose sole member is Davide L. Danese, a citizen of the State of Florida. Thus, Full Circle is a Florida citizen for purposes of diversity of citizenship.

33. Defendant THC is a Florida limited liability company, whose sole member is Jose G. Coloma Cano, a citizen of the State of Florida. Resultingly, THC is a Florida citizen for purposes of diversity of citizenship.

34. Defendant David E. Sinopoli is an individual domiciled in the State of Florida.

35. Defendant Davide L. Danese is an individual domiciled in the State of Florida.

36. Defendant Jose G. Coloma Cano is an individual domiciled in the State of Florida.

37. Because Defendants are all citizens of the State of Florida as they are domiciled therein, this Court can exercise general personal jurisdiction over all Defendants, as all Defendants are “at home” in this forum.

38. Complete diversity exists between the Parties.

BACKGROUND AND FACTS

I. INSOMNIAC HOLDINGS, LLC

39. Insomniac is the largest dance music production company in the world. Founded in 1993, Insomniac has, under the leadership of its CEO, Mr. Rotella, carefully curated an unparalleled reputation for excellence and safety in the dance music industry over the last three decades. Insomniac has successfully planned and executed thousands of events with tens of millions of attendees across five continents, ranging from dance music festival cruises to its flagship production: Electric Daisy Carnival Las Vegas, the largest festival in the Americas, if not the world, with nearly 600,000 attendees and more than 250 artists spread out over sixteen stages, three nights, and 1,200 acres. Time and time again, Insomniac has produced events that resulted in spectacles rivaled by none, whilst prioritizing the safety of its attendees, which Insomniac affectionately refers to as its “headliners”:



³ This picture depicts the main stage of EDC Las Vegas, known as “Kinetic Field,” during the 2025 edition of the festival.



4



5

⁴ Unlike other festivals of similar attendance, Insomniac has, for decades, provided free-of-charge hydration stations manned by its employees at various locations throughout its venues. This picture depicts these hydration stations. Such hydrations stations filter water through state-of-the-art systems, including UV sterilization, and are marked by water droplet symbols on festival maps provided to its “headliners” free of charge.

⁵ In another staple of Insomniac festivals, this picture depicts “ground control” employees that Insomniac employs at its various festivals. These “ground control” employees are dedicated to helping attendees stay happy, healthy, and hydrated. Donning purple shirts and waving lightsabers, the ground control crew make their way through the crowds to ensure that any attendee that needs assistance—whether it be in finding the nearest hydration station or medical tent, or for any reason whatsoever—can find someone to assist them and point them in the right direction.

40. It is because of this reputation of productional, organizational, and logistical excellence that CDD sought to partner with Insomniac in 2019. At the time, CDD were a group of promoters who were cruising in mediocracy while attempting to run a legendary piece of Miami music history, Club Space.

II. INSOMNIAC PURCHASES 51% OF SPACE INVADERS & AN INTEREST IN THE CLUB SPACE IP

41. In 2019, Insomniac purchased 51% of Space Invaders, LLC (“Space Invaders”), the company that operated downtown Miami’s famed “Club Space.”

42. As noted above, Space Invaders was then majority owned by CDD. Club Space was stagnant. Though CDD were operating “Club Space,” they did not have any ownership in the “Club Space” brand. Space Invaders had a short-term lease (less than three years) and were clearly unable to achieve Club Space’s full potential.

43. Following the 2019 acquisition, Space Invaders is now owned 51% by Insomniac, with Messrs. Sinopoli, Danese, and Coloma, each owning approximately 10.62%, and each having a management agreement providing for additional compensation in exchange for services.

44. However, and as will become more relevant below, the CDD management agreements expressly prohibited CDD from engaging in any accounting or finance functions or otherwise binding Space Invaders. There are several other members of Space Invaders that are not involved in this dispute.

45. Now, CDD’s role is limited to front of the house management, social media, marketing, curation, and promotion. Even there, CDD reports to the Board of Space Invaders, which is majority held by Insomniac.

46. For example, CDD maintains the passwords and control of the Club Space social media presence, website, Dice ticketing account, and other public-facing promotional tools.

47. As part of the acquisition, Insomniac also obtained a license for Space Invaders to actually use the name Club Space, as well as its affiliated social media accounts and website.

48. Since the acquisition, Insomniac, through its guidance, strategic partnership, and resources, has increased Club Space's annual revenue by over 700% in just six years, and is on pace to reach new highs in 2025.

III. INSOMNIAC & CDD START PROMOTING EVENTS AT FACTORY TOWN

49. Because of the success of Club Space, in 2021, Insomniac and CDD started hosting events at another venue. Specifically, the Parties began putting on events together at a venue known as "Factory Town," located at 4800 NW 37th Ave, Miami, Florida 33142 (the "Factory Town Venue"). The Parties used the space subject to a rental fee, paid on an event-by-event basis. The fee would vary depending on the length of the event (usually a few days) and demand, but overall, it was very expensive to produce events at the Factory Town Venue due to the lack of existing infrastructure. And, of course, the cost was born by Insomniac alone—CDD was compensated despite taking no risk.

50. At the time, the Factory Town Venue was nothing more than some empty lots and buildings from an old mattress factory. Again, Insomniac would pay 100% of the costs associated with creating a suitable venue for events.

51. Venue costs aside, there were also a slew of other fees paid to third-party vendors in connection with producing the events, such as talent, staging, and catering. And, for each event, Insomniac was required to pay for the designing, building, and then dismantling entire stages, booths, and other structures commensurate with a large music event. Insomniac, and Insomniac alone, committed to fund and provide 100% of the capital required to cover these fees and costs. Insomniac would contract with third-party vendors to design, build, and deconstruct the stages and

booths, as well as ticketing service providers, sponsors, and otherwise undertake all backend operational tasks and expenses. These efforts were undertaken to ensure that events were profitable and that the Factory Town Venue would be sustainable.

52. CDD would participate in promotion and management and, despite zero capital contribution or financial obligation to vendors or the landlord, would make a hefty fee. There was no contract outlining or requiring payments to CDD, but instead, the structure would be discussed per event.

53. However, for some events, while the agreed-upon management fee was intended to be a percent-based fee based on profit, CDD would demand their management fee off the gross revenue—regardless of whether the event was profitable.

54. After a brief trial run of events, it quickly became clear that the arrangement was not profitable or sustainable due to the cost of the pay-per-event rental, including the rental cost, the cost to build and deconstruct stages and booths, and CDD's hefty management fee—especially if CDD was going to continue to receive gross revenue-based management fees without respect to profitability.

55. So, Insomniac informed CDD that absent a solution or change of circumstances, the arrangement was no longer feasible.

56. To manage the high cost associated with periodic rentals and with competing promoters approaching the landlord of the Factory Town Venue, the Parties agreed in early 2023 that it was necessary to enter into a long-term lease to secure the exclusivity of the Factory Town Venue and protect the Parties' position in the market. Recognizing the strategic need for this, the Parties negotiated a putative arrangement under which Insomniac would shoulder the burden of an expensive long-term lease, guaranteed by its publicly traded parent, as well as commit to make

more than \$15 million in capital improvements. In exchange, the Parties would create a joint entity and CDD would take a slightly lesser percentage of net fees rather than gross proceeds—*i.e.*, based on profitability instead of just revenue. The benefit, of course, was that CDD now had yet another venue in partnership with one of the largest entertainment companies in the world, without expending or risking a single dollar. The arrangement was projected to generate millions of dollars for CDD with zero risk.

57. What CDD failed to disclose was that on approximately September 13th, 2021, CDD took a position in the real estate of the Factory Town Venue and stood to profit from the lease. Had Insomniac known that CDD was negotiating on both sides of the deal, Insomniac would have taken a materially different approach to the Factory Town lease and partner negotiations, considering CDD's backend profits.

58. CDD then proceeded to lead Insomniac to believe that CDD was helping Insomniac to negotiate favorable terms, while surreptitiously hiding the fact that CDD was doing everything that they could to increase value for themselves as an owner of the Factory Town Venue.

59. On August 1, 2023, Insomniac executed a ten-year primary lease for the Factory Town Venue with two additional consecutive ten-year options, committing Insomniac to more than \$22 million in rent obligations in the initial term alone.

60. Suddenly, and without warning, on or around May 17, 2024, the CDD Parties rescinded the agreements signed in January 2024 and again began demanding that Insomniac pay CDD millions more than previously agreed. And, perfectly illustrating that their intent all along was to improperly compete, they also started demanding to be released from certain non-competition restrictions relating to Club Space.

61. Of course, had Insomniac known that CDD never intended to enter into long-term agreements or partnership for the Factory Town Venue, Insomniac would have taken a very different approach.

62. And, despite their outrageous demands, the CDD Parties recognized their very real liability for a \$40-million-dollar fraud claim.

IV. [REDACTED]

63. So, on June 2, 2025, Insomniac and the CDD Parties attended a sixteen-hour mediation with Judge Hanzman. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

64. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] a pattern if there ever was one.

65. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

66. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

67. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

68. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a. [REDACTED]

69. [REDACTED]

[REDACTED]

[REDACTED]

70. [REDACTED]

[REDACTED]

71. [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

73. Starting with their trip to Ibiza in early July 2025, [REDACTED]

[REDACTED] the CDD Parties met with a reputable promoter, and told him that they “won their lawsuit against Insomniac,” [REDACTED]

[REDACTED]

74. [REDACTED]

[REDACTED] the CDD Parties misrepresented to this and other individuals that the CDD Parties gained exclusive control over Factory Town and its operations—a falsehood if there ever were one.

75. The CDD Parties directed this individual and others not to talk to Insomniac about Factory Town events.

76. Yes, that is correct. [REDACTED]

[REDACTED], the CDD Parties represented to others

that they were in control and instructed others not to talk to [REDACTED]

Insomniac.

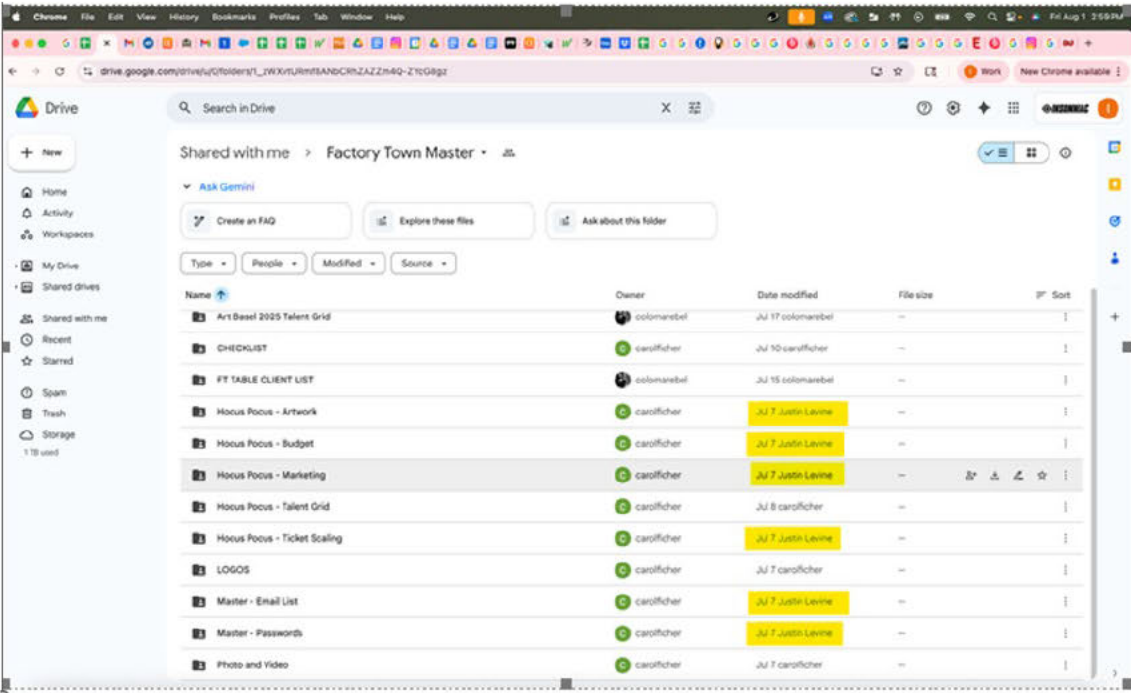
77. [REDACTED]
[REDACTED]
[REDACTED]

78. The CDD Parties [REDACTED] telling anyone who would listen that the CDD Parties had defeated Insomniac and were now in charge of Factory Town, from talent booking to management.

79. But the misdeeds do not stop there. The CDD Parties were consistently keeping Club Space's landlord and others in the industry apprised of the dispute, [REDACTED]
[REDACTED]

80. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

81. And, what's more, the CDD Parties shared confidential Factory Town information located on a Google Drive, including sensitive information regarding the budget, talent grid, marketing plan, ticket scaling, and email lists for Hocus Pocus and Art Basel, with an individual named Justin Levine, who just happens to be the manager of the ownership group that owns Club Space's corporate landlord:



b. [REDACTED]

82. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

83. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

84. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

85. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

86. [REDACTED]

87. In keeping with their conduct, the CDD Parties initially refused to cooperate, seven days came and went.

88. But eventually, after countless requests from Insomniac, most of the intellectual property and assets relating to Factory Town were transferred by SDC to Insomniac.

89. That is, until Insomniac followed up on the information, they had requested related to a Factory Town Event known as “Hocus Pocus.” Then, the CDD Parties simply outright refused.

90. Not only is Hocus Pocus an event that has been held at Factory Town, but also in its five years of existence Hocus Pocus is an event that has **only ever been held at Factory Town.**

91. Insomniac explained this to the CDD Parties [REDACTED]

92. Moreover, all of the other information relating to Hocus Pocus—aside from the login information that would actually allow Insomniac to market, promote, and sell tickets to the event—is in [REDACTED]

93. In other words, there is little doubt that Hocus Pocus is a Factory Town event.

94. Still, the CDD Parties refused, and Mr. Sinopoli confirmed [REDACTED]

[REDACTED] During a phone call on July 28, 2025, Mr. Sinopoli said, “Hocus Pocus is proprietary to us,” meaning, not to Insomniac nor Club Space and their partnership with

Insomniac, but to the CDD Parties themselves, and the CDD Parties confirmed their intent to do the event at other venues.

95. This can only mean one of two things: [REDACTED]

[REDACTED]

96. Finally, with the continued disparagement and misconduct, Insomniac had enough, and on July 18, 2025, Insomniac sent [REDACTED]

[REDACTED]

97. [REDACTED]

c. The CDD Parties Launch Hocus Pocus Marketing & Ticket Sales Without Insomniac's Approval.

98. [REDACTED], the CDD Parties tried to renegotiate the financial obligations of the partnership, Space Invaders, [REDACTED] [REDACTED], and instead tried to pin certain non-permanent expenses to Insomniac, [REDACTED]

[REDACTED]

99. [REDACTED]

[REDACTED]

100. Along those lines, on July 21, 2025, Insomniac, through counsel sent an email expressly notifying the CDD Parties that an announcement and artwork was not approved. Specifically, Insomniac's counsel sent the following email:

As you may or may not know, the CDD Parties have still not obtained the proper approvals for Hocus Pocus and Art Basel. In fact, they have still never requested approval for anything.

Along those lines, we just learned that the CDD Parties have built out an event on Club Space's DICE ticketing account, with an announce date of July 22, 2025, and an on-sale date of July 24, 2025. See the first image below. This is not approved and the CDD Parties have zero authority to do this.

As a threshold matter, the Factory Town DICE ticketing account is the exclusive ticketing account for the venue. No other account can be used. In addition, the cost per ticket on the Factory Town DICE account is cheaper.

In addition, the artwork for the event says "Club Space Presents." [REDACTED] [REDACTED] this is an event that will be promoted to the public both by Space and Insomniac. As such, Insomniac needs to be included in the artwork and marketing materials in equal size and prominence as Club Space. This is similarly unapproved. See the second image below.

Please ensure that your clients immediately stop any scheduled announcements or ticket sales until they receive express approval.

A true and correct copy of this email between counsel is attached hereto as **Exhibit D**.

101. The CDD Parties, through counsel, erroneously responded that the event had been approved for some time. To which Insomniac responded and reiterated:

Please confirm your client will not be announcing the event. It is, as of now, not approved.

Talk to you tomorrow.
JS

A true and correct copy of these emails between counsel is attached hereto as **Composite Exhibit E**.

102. And again:

As I noted in my first email. Your client is not approved to announce or sell tickets on the Space Invaders Dice account or otherwise.

Please confirm your clients will not be proceeding. I'm trying to avoid looping in Judge Hanzman here but that's the next step.

Id.

103. And again:

No.

What I am saying is we have [REDACTED]
[REDACTED], which they have not gotten.

I am saying that the artwork your clients uploaded to the Space Dice account included only Space—which you acknowledged was error.

I am saying that the exclusive Dice account for Factory Town events is the Factory Town Dice so we cannot use the Space one.

I am also saying that the Factory Town Dice account is cheaper per ticket, meaning the cost per sale is less, which will yield more money—not less—so its the better option anyway.

As for the remainder of your assertion, let's not forget who chose to do Factory Town with us without the other members. While Insomniac has express permission to do so under the Operating Agreements, your clients do not.

Last, and as your client unknowingly conceded, [REDACTED]
[REDACTED]

Please ensure that the Dice account does not announce or start selling tickets, until we approve.

Id.

104. However, a few hours later, the CDD Parties announced the event.

105. They announced it without Insomniac's approval and after being notified that they were expressly prohibited from doing so and using the artwork that was expressly disapproved. It is important to again note that Insomniac is Space Invader's controlling member and controls its board.

106. [REDACTED]
[REDACTED]

107. In addition, and again against the express instruction of Insomniac, the CDD Parties used the Club Space Dice ticketing platform, not the Factory Town platform, to launch and sell tickets for the event, despite Hocus Pocus being, unequivocally and exclusively, a Factory Town event. As noted in more detail below, the event has never taken place anywhere else.

108. The CDD parties used unapproved logos, engaged in improper self-promotion and competition, and otherwise launched the event not only without approval, but over Insomniac's express objection.

109. Moreover, the CDD Parties, through counsel, expressly agreed to use the Factory Town Dice Account:

If Insomniac has now decided they no longer want to use the Club Space Dice account, that's totally fine.

Id.

110. [REDACTED]
[REDACTED]
[REDACTED]

111. [REDACTED]
[REDACTED]

112. But, over the express objection and instruction of Insomniac, they launched Hocus Pocus anyway. Yet again, the CDD Parties [REDACTED], changed their minds, [REDACTED]
[REDACTED]

113. The problem for the CDD Parties is that this time, [REDACTED]
[REDACTED]

114. Perhaps most importantly and most harmful, the CDD Parties did not obtain Insomniac's approval [REDACTED]

115. Importantly too, the CDD Parties' management agreements with Space Invaders expressly prohibit CDD from making any accounting or finance decisions without Insomniac's approval.

116. That is because, as noted above, the CDD Parties, when left to operate a business, consistently cause harm.

117. But to the CDD Parties the words on the page don't matter, nor do the signatures at the bottom; the CDD Parties simply do what they want without regard or what was agreed to.

118. And, true to form, the CDD Parties botched the launch. The ticket prices chosen by the CDD Parties (not approved by Insomniac) were insufficient to cover the costs of the event that are customarily covered by ticket revenue.

d. [REDACTED]

119. Like they did with the Factory Town Agreements, [REDACTED], the CDD Parties attempted to [REDACTED] increase their control, line their pockets, and place additional burdens on Insomniac.

120. Specifically, [REDACTED], the CDD Parties claimed that Insomniac, [REDACTED] must incur the cost of all outside vendors, hourly workers, non-permanent event staff, licensing, and other costs of the event.

121. [REDACTED]

122. [REDACTED]

[REDACTED]

123. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

124. Put simply, while the CDD Parties argue that Insomniac is responsible for a litany of event related expenses, [REDACTED]

[REDACTED]

125. But apparently, with the CDD Parties their word is not their bond, [REDACTED]

[REDACTED] The CDD Parties were adamant that, [REDACTED]

[REDACTED] CDD Parties were going to force Insomniac to pay more: more than the costs Insomniac [REDACTED]

[REDACTED]

e. [REDACTED]

126. The CDD Parties are minority members of Space Invaders with no board control. The CDD Parties are contracted labor serving at the pleasure, direction, and supervision of the Space Invaders Board. The CDD Parties have no authority to bind Space Invaders without the express consent of the Space Invaders Board, which is controlled, in all material respects, by Insomniac. And, as to Factory Town, the CDD Parties were paid in full for whatever interest that

the CDD Parties may have had in Factory Town and now have no interest, no control, and no say so. But they ignored those restrictions.

127. As noted above, the CDD Parties [REDACTED]

[REDACTED] On the contrary, the CDD Parties are doing everything in their power to sabotage Factory Town's events.

128. Notwithstanding that the CDD Parties had no ability to bind Space Invaders [REDACTED]

[REDACTED] the CDD Parties began making binding offers to talent for Art Basel without Insomniac's approval.

129. [REDACTED]

[REDACTED]

130. [REDACTED]

[REDACTED]

131. The CDD Parties were certainly not handling the legal complexities of contracting with talent; indeed, the Space Invaders Operating Agreement and Management Agreements expressly prohibit CDD from doing so, [REDACTED]

[REDACTED] The CDD Parties were to make a proposal, and once it was approved, Insomniac would handle the operations, contracts, and budget items per the express terms of literally every agreement between the Parties.

f. [REDACTED]

132. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

133. The CDD Parties sought to exclude Insomniac from all talent booking correspondence and obtain carte blanche artist and talent selection rights for the two [REDACTED] co-promoted Factory Town events.

134. The CDD Parties threatened that if they did not get their way, they would [REDACTED].

135. [REDACTED]

136. [REDACTED]
[REDACTED]
[REDACTED]

A true and correct copy of this email is attached hereto as **Exhibit F**.

137. [REDACTED]
[REDACTED]

138. [REDACTED]
[REDACTED]
[REDACTED]

139. [REDACTED]
[REDACTED]

140. [REDACTED]

141. Put differently, the CDD Parties expressly stated that [REDACTED]

[REDACTED] Their justification? It didn't make sense.

142. The Parties proceeded [REDACTED]

143. The CDD Parties lost.

144. [REDACTED] the

CDD Parties positions were wholly rejected.

145. [REDACTED]

146. [REDACTED]

147. [REDACTED]

148. [REDACTED]

149. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

151. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

156.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A true and correct copy of this email is attached hereto as **Composite Exhibit H**.

159.

[REDACTED]

[REDACTED]

160.

[REDACTED]

[REDACTED]

161.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

163. And, a few short hours later, Insomniac received a letter from an entity owned or controlled by the CDD Parties' newfound partner, Club Space's landlord, which relied on information provided to Justin Levine by the CDD Parties [REDACTED] and other contracts between the Parties.

164. The next play in the CDD Parties' play book will no doubt be filing their smear campaign against Pasquale Rotella.

h. Now, the CDD Parties Are Preventing Insomniac from Operating and Endangering the Public.

165. The CDD Parties are now not only refusing to cooperate in the promotion of Hocus Pocus and Art Basel, but also, they are actively preventing Insomniac from doing so.

166. The CDD Parties misconduct has and will continue to cause Insomniac millions of dollars in damages and irreparable harm to its business.

167. The CDD Parties have not only ignored their contractual obligations, both specific requirements and general cooperation and promotion responsibilities, but are also withholding critical information, which would allow Insomniac to attempt to mitigate its damages.

168. Recall above, the CDD Parties launched the Hocus Pocus event without approval, utilizing a ticketing account to which the CDD Parties solely maintain administrative control.

169. The CDD Parties are refusing to provide Insomniac with the requisite login information to allow Insomniac to continue selling tickets, modify prices, or otherwise transfer the information to the proper ticketing account to ensure that ticket purchasers received the benefit of their purchases.

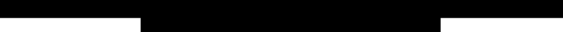
170. In addition, the CDD Parties' refusal to provide the requisite log in information to the Hocus Pocus Instagram, Facebook, website, and other social media is preventing Insomniac from properly promoting the event to ensure its profitability and success, both for Insomniac and Space Invaders, which stood, prior to the CDD Parties misconduct, to profit considerably from the event.

171. The CDD Parties improperly bound Space Invaders to over \$1.5 million in talent expenses without approval, launched the Hocus Pocus event and started selling tickets at incorrect prices without approval, and are now taking active steps to prevent Insomniac from once again fixing the CDD Parties' misconduct and ensuring that the event proceeds, consumers receive their tickets, and Space Invaders profits, or at least, does not suffer a loss at the hands of CDD.

172. In light of the CDD Parties' continued [REDACTED] efforts to sabotage Insomniac, Club Space, and the two upcoming events, this lawsuit seeks, in part, to allow Insomniac to save and protect the Club Space brand, and to mitigate the irreparable harm the CDD Parties are causing Insomniac.

173. All conditions precedent to the filing of this action have occurred, or have otherwise been performed, satisfied, or waived.

174. Plaintiff has engaged the law firm Shaw Lewenz and is obligated to pay the firm reasonable attorneys' fees and costs.



114

114

[REDACTED]

[REDACTED]

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Dated: August 4, 2025

Respectfully submitted,

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