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10 Stephen Peceovich, and The MDW and GRW 2000  
11 Irrevocable Trust

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 CMKM DIAMONDS, INC., a Texas  
15 corporation; STEPHEN PECEVICH, an  
16 individual; and THE MDW AND GRW  
17 2000 IRREVOCABLE TRUST, a Nevada  
18 trust,

19 Plaintiffs,

20 v.

21 VIASHOW, INC., a Delaware corporation;  
22 NICOLE DURR, an individual; and DOES  
23 1-10, inclusive,

24 Defendants.

25 Plaintiffs CMKM Diamonds, Inc. ("CMKM"), Stephen Peceovich, and the MDW and  
26 GRW 2000 Irrevocable Trust ("MDW Trust") file this Complaint against the above named  
27 Defendants and for causes of action allege as follows:

FILED

AUG 15 4 13 PM '08

  
CLERK OF THE COURT

A 569762  
IV

Case No.:  
Department:

COMPLAINT FOR:

- (1) BREACH OF CONTRACT
- (2) UNJUST ENRICHMENT
- (3) CONSTRUCTIVE TRUST
- (4) ACCOUNTING

EXEMPT FROM ARBITRATION:  
ACTION SEEKS EQUITABLE RELIEF  
AND VALUE EXCEEDS \$50,000

**PARTIES**

1. Plaintiff, CMKM Diamonds, Inc., is a corporation that was incorporated under the laws of the State of Nevada and has converted to the State of Texas. Plaintiff is currently doing business in Texas and the corporation is duly registered in the State of Texas.
  2. Stephen Peceovich is an individual residing in South Boston, Massachusetts.
  3. The MDW and GRW 2000 Irrevocable Trust (“MDW Trust”) is a private trust registered and domiciled in the State of Nevada.
  4. Plaintiffs are informed and believe, and on that basis allege, that Defendant Viashow, Inc. (“Viashow”) is a Delaware corporation doing business in Nevada at all times pertinent hereto.
  5. Plaintiffs are informed and believe, and on that basis allege, that Nicole Durr (“Durr”) is a resident of Clark County, Nevada.
  6. Plaintiffs are not aware of the true names and identities of defendants Does 1-10, and will amend to name Does 1-10 when their identity is learned.
  7. Plaintiffs are informed and believe that each of the Defendants is the agent and alter ego of the other, and as a result each is liable for the acts of the other.
- COMMON ALLEGATIONS**
8. Since 2002 CMKM has sold over \$200 million in corporate stock to the public. Plaintiff CMKM alleges much of the stock was issued illegally and is in the process of seeking recovery of the proceeds obtained from the sale of this stock. CMKM is informed and believes that money from the sale of CMKM stock was deposited into certain trusts and invested in the subject Royalty Contract set out below and made the basis of this litigation. For purposes of this litigation, the Plaintiff CMKM also has acquired certain rights as a party to this Royalty Contract by virtue of a written joint venture agreement dated June 14, 2008.

1           9. In early 2005, Nicole Durr, on behalf of Viashow, was seeking \$1,500,000 in  
2 financing for a tour of performing dancers and singers known as the Havana Night Club or  
3 the Havana Nights Tour. Ms. Durr contacted Pecevich for help in obtaining funds for this  
4 production. Mr. Pecevich agreed to help find the financing for such tour. Ms. Durr,  
5 individually, and on behalf of Viashow agreed to pay Pecevich \$120,000 as a fee for  
6 assistance in obtaining this funding. All funding was obtained by Viashow directly as a  
7 result of the efforts of Stephen Pecevich.

8           10. On March 3, 2005, the MDW Trust and other parties entered into a contract  
9 (the "Royalty Contract") with Defendants setting forth certain agreements for the  
10 production and performance of certain shows to occur in a six-city tour. The sum of  
11 \$1,500,000 was invested with Viashow through the UAJC 2005 Irrevocable Trust, the  
12 MDW Trust, Hugo Cancio, and Fuego Entertainment, Inc. Viashow had agreed to produce  
13 a live stage show and musical performances known by the name of the Havana Night Club  
14 or Havana Nights Tour (the "Show").

15           11. The Royalty Contract was amended on September 19, 2005 to more  
16 specifically identify the venues for all remaining performances. It was agreed the Show  
17 would be performed in six different cities including as possible venues Miami, New York,  
18 New Jersey, Chicago, Dallas, Houston, and Chicago.

19           12. The Royalty Agreement contained other incentives offered by Viashow to the  
20 investors such as profits from merchandising and other revenue streams from the tour.  
21 Plaintiffs were to receive a royalty of varying percentages of tour revenues as a return on  
22 their investment. Although, there are multiple investors in this agreement, it is the belief  
23 of Plaintiffs that all proceeds invested in this production by the UAJC Trust came from  
24 CMKM as a result of the sale of illegally issued CMKM stock.

25           13. Viashow produced three shows in Miami, Florida and one show in Fort  
26 Lauderdale, Florida and refused to further perform under the contract. On August 18,  
27 2006 and October 23, 2006, Viashow sent an accounting statement to all parties which  
28 represented that no royalties were due because the tour was in a deficit and money was lost

1 on all four performances. The accounting confirmed the sum of \$120,000 due to Pecevich.  
2 The accounting report also confirmed that after all alleged expenses, Viashow still retained  
3 \$206,981.30 of the investors' funds. Demand has been made numerous times by all parties  
4 to the Royalty Contract since the accounting was distributed demanding performance or the  
5 return of funds owed to the investors. All attempts to obtain payment for monies due  
6 and/or refunds of unspent investment have been ignored by Viashow

7  
8 **FIRST CAUSE OF ACTION**

9 **(Breach of Contract)**

10 14. Plaintiffs reallege each and every allegation contained in the preceding  
11 paragraphs of this Complaint and by this reference incorporate the same herein as though  
12 set forth in full.

13 15. Viashow agreed to produce certain shows and performances as set out above,  
14 which it failed to do. Viashow and Durr agreed to pay Stephen Pecevich for his efforts in  
15 finding the financing for the above described tour. Viashow entered into the subject  
16 Royalty Contract with the parties agreeing to pay back the investment and royalties on the  
17 income from the shows. Failing to perform under the contract has deprived Plaintiffs and  
18 all other investors of any chance for return on their investment and any profit that would  
19 have accrued. Failing to pay Stephen Pecevich breached the agreement with Nicole Durr,  
20 as CEO of Viashow.

21 16. Plaintiffs have fully performed all obligations and fulfilled all covenants under  
22 the contracts at issue.

23 17. As a direct and proximate result of the breaches of this contract by  
24 Defendants, Plaintiffs have suffered general damages in excess of \$10,000.00.

25 18. As a further direct and proximate result of the breach of the contract by  
26 Defendants, Plaintiffs have been required to retain attorneys to represent them to prosecute  
27 this action and are entitled to recover its attorneys' fees and costs of suit.

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**SECOND CAUSE OF ACTION**

**(Unjust Enrichment)**

19. Plaintiffs reallege each and every allegation contained in the preceding paragraphs of this Complaint and by this reference incorporate the same herein as though set forth in full.

20. Defendants were enriched at the expense of CMKM and other investors by retaining the invested funds which were given to Defendants for the sole purpose of creating performances and shows and performances which never occurred. In spite of demands for the return of funds, Defendants continue to retain all invested funds and has been unjustly enriched thereby.

21. Defendants should be made to disgorge all benefits derived from unjustly owning, holding or disposing of funds belonging to Plaintiffs and others.

22. It would be contrary to the fundamental principals of equity and justice to allow Defendants to retain the benefit and use of Plaintiffs' assets or the fruits of illegally obtained funds.

23. As a direct and proximate result of the joint actions of the Defendants, Plaintiffs have suffered damages in excess of \$10,000.

24. As a further direct and proximate result of the actions of the Defendants, Plaintiffs have been required to retain attorneys to prosecute this action and Plaintiffs are entitled to recover attorneys' fees and costs of suit.

**THIRD CAUSE OF ACTION**

**(Conversion)**

25. Plaintiffs reallege each and every allegation contained in the preceding paragraphs of this Complaint and by this reference incorporate the same herein as though set forth in full.

26. CMKM owned or was entitled to possession of the funds obtained from the illegal sale of CMKM securities. These funds were transferred to the UAJC Trust and/or the MDW Trust and were subsequently obtained by Defendants through the actions

1 described above. The UAJC Trust and MDW Trust demanded repayment of these funds  
2 from Defendants but no repayment has occurred.

3 27. Defendants improperly exercised dominion or assumed control over the funds  
4 tendered. Defendants have applied the funds to their own personal use, including the use of  
5 the funds to pay business expenses or transferring the funds into other personal accounts.

6 28. The acts of Defendants alleged herein occurred with malice and fraudulent  
7 intent entitling Plaintiffs to an award of punitive damages.

8 29. Plaintiffs have been damaged by the Defendants' wrongful acts in an amount  
9 to be proven at trial but which exceeds \$10,000.

10 30. Plaintiffs have been required to retain counsel to prosecute this cause of action  
11 and are entitled to recover attorneys' fees and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **(Accounting)**

14 31. Plaintiffs reallege each and every allegation contained in the preceding  
15 paragraphs of this Complaint and by this reference incorporate the same herein as though  
16 set forth in full.

17 32. On March 3, 2005 the Royalty Contract was entered into setting forth an  
18 agreement between the UAJC Trust and MDW Trust and Defendants for the production  
19 and performance of certain shows to occur in a six-city tour. The sum of \$1,500,000 was  
20 invested with Viashow through the UAJC Trust, the MDW Trust, Hugo Cancio and Fuego  
21 Entertainment, Inc.

22 33. Pursuant to the terms of this agreement, parties to the Royalty Contract have  
23 the right to audit and inspect the books, records and accounts of Viashow pertaining to the  
24 shows performed.

25 34. Plaintiffs request the Court to order a full accounting of the performances  
26 occurring under this agreement.

27 35. Plaintiffs have been forced to retain counsel to bring this cause of action and  
28 requests an award of reasonable attorney fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for relief as follows:

1. Compensatory damages in excess of \$10,000;
2. Punitive damages sufficient to deter and punish Defendants;
3. Disgorgement of all gains improperly obtained by Defendants;
4. Pre-judgment and post-judgment interest at the maximum rate permitted by law;
5. Costs and reasonable attorneys' fees incurred in prosecuting this action; and
6. Such other relief as the Court deems proper.

Dated: August 15, 2008

**KOCH & SCOW, LLC**

By:



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