

Jason K. Henderson, ISB # 8872  
Noelle A. Rauschendorfer, ISB # 11929  
TAYLOR LAW OFFICES, PLLC  
1112 W. Main Street, Ste. 101  
Boise, ID 83702  
Telephone: (208) 342-3006  
Facsimile: (208) 343-6608  
jason@taylorlawoffices.com  
noelle@taylorlawoffices.com  
*Attorneys for Plaintiffs*

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE**

CHEF MELISSA MAUSELLE LLC, an Idaho limited liability company; JENN CAN COOK LLC, an Ohio limited liability company; JUSTIN COCHRAN, an individual; TOMMY GREEN, an individual; EAGLE ONE SECURITY LLC, an Idaho limited liability company; ALTITUDE EVENTS GROUP, LLC, an Idaho limited liability company; DARK TO LIGHT PRODUCTIONS, LLC, an Idaho limited liability company; CIRQUE VISUALS LLC, an Idaho limited liability company; NATURAL SPRING ICE LLC, an Idaho limited liability company; TEXAN GRADUATION SUPPLY, LLC, a Texas limited liability company; WILLIAM GLENN, an individual; THE GREATER ORGANIZATION HOLDING CO., LLC, a Delaware limited liability company; THE EVENT LLC, an Idaho limited liability company,

Plaintiffs,

vs.

5B PRODUCTIONS, LLC, an Idaho limited liability company; REGINA KORBY, an individual; BRANDON KUVARA, an individual; JENNIFER DUPRE, an individual; WHISKEY'S ON MAIN; DOES 1-10, individuals,

Defendants.

Case No.: CV07-26-00061

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

Williamson, Ned C

## **I. INTRODUCTION**

1. This action arises from the systematic nonpayment of contractors, vendors, and service providers who were recruited, induced, and relied upon to deliver the 2025 5850 Festival, a publicly promoted, ticketed, multi-day event held in Ketchum, Idaho in March 2025.

2. Defendants marketed the Festival as a professionally organized, well-financed international culinary and lifestyle event affiliated with the 2025 Stifel Sun Valley World Cup Finals, and induced Plaintiffs to provide essential services by representing that they would be paid promptly and in full.

3. Plaintiffs fully performed the services requested of them. Defendants accepted and benefited from Plaintiffs' labor, goods, expertise, and professional reputations.

4. After the Festival concluded, Defendants failed to pay Plaintiffs, instead engaging in a pattern of delay, misrepresentation, selective payment, and asset disposition while tying payment to speculative future financing and discouraging legal enforcement.

5. Defendants' conduct included knowingly inducing performance while lacking the present ability or intent to pay, concealing material financial facts, and, upon information and belief, retaining or disposing of Festival assets and revenues in a manner inconsistent with satisfying known contractor obligations.

6. Defendants' conduct was not an isolated failure of payment, but part of a coordinated course of conduct affecting numerous Festival contractors, resulting in substantial unpaid obligations, reputational harm, and financial loss to Plaintiffs.

## **II. JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction pursuant to Idaho Code and the Idaho Constitution, including Idaho Code §§ 5-404 and 5-405, because the causes of action arise under

Idaho law and the amount in controversy exceeds the jurisdictional minimum.

8. Venue is proper in this Court because the 2025 5850 Festival was planned, promoted, and executed in Blaine County, Idaho; Defendants conducted business in this county; and the acts and omissions giving rise to Plaintiffs' claims occurred in this county.

### **III. PARTIES**

#### **A. Plaintiffs**

9. Plaintiff Chef Melissa Mausele (known formerly as Melissa Summers) is an individual and professional chef who was engaged by Defendants to serve as a featured headliner, organizer, and operational lead for the 2025 5850 Festival.

10. Plaintiff Jenn Thomas, doing business as Jenn Can Cook LLC, is an individual and culinary services provider who entered into a written Lead Chef contract with Defendants for the 2025 5850 Festival.

11. Plaintiff Justin Cochran is an individual residing in Hailey Idaho, and a professional chef who was engaged by Defendants to provide culinary services for the 2025 5850 Festival.

12. Plaintiff Tommy Green is an individual residing in Hailey, Blaine County, Idaho, who provides event management, operational coordination, and post-event administrative services for large-scale festivals and productions.

13. Plaintiff Eagle One Security LLC is an Idaho limited liability company based in Hailey, Idaho, providing professional event security services.

14. Plaintiff Altitude Events Group, LLC is an Idaho limited liability company providing event planning, logistics coordination, venue preparation, and operational support services.

15. Plaintiff Dark to Light Productions, LLC is an Idaho limited liability company

providing professional video production, filming, livestream, and post-production services.

16. Plaintiff Cirque Visuals LLC is an Idaho limited liability company providing professional videography and drone services.

17. Plaintiff Natural Spring Ice LLC is an Idaho limited liability company providing commercial ice production, refrigerated trucking, and cold-storage logistics.

18. Plaintiff Texan Graduation Supply, LLC is a Texas limited liability company engaged in the commercial supply of custom apparel and promotional merchandise.

19. Plaintiff William Glenn is an individual who provided management services for the Festival pursuant to a written contract.

20. Plaintiff The Greater Organization Holding Co., LLC (also known as The Greater Organization) is a business entity providing large-scale event staffing, culinary operations, and logistical execution services.

21. Plaintiff Penny Weiss is an individual and owner of The EVENT, a professional event rental and production company.

22. Each Plaintiff fully performed services or delivered goods for the 2025 5850 Festival, submitted invoices or payment demands, and remains unpaid in whole or in part.

#### **B. Defendants**

23. Defendant 5B Productions, LLC is an Idaho limited liability company that organized, promoted, and operated the 2025 5850 Festival.

24. Defendant Regina Korby is an individual who exercised decision-making authority over Festival operations, contractor engagement, financial communications, and payment decisions.

25. Defendant Brandon Kuvara is an individual who exercised authority over Festival

promotion, sponsorship relations, and management decisions.

26. Defendant Jennifer Dupre is an individual involved in Festival planning, communications, logistics, contractor coordination, and post-event representations regarding payment.

27. Defendant Whiskey's on Main is a business entity affiliated with, promoted alongside, and financially intertwined with Festival operations, branding, merchandising, and wine sales.

28. Upon information and belief, Whiskey's on Main received Festival-related revenues or assets and participated in the retention, transfer, or control of Festival proceeds while contractor obligations remained unpaid.

29. Defendants DOES 1–10 include additional individuals or entities involved in payment processing, sponsorship handling, inventory control, asset transfers, or financial decision-making related to the Festival.

30. At all relevant times, Defendants acted individually and in concert and are liable under principles of agency, joint venture, conspiracy, and alter-ego liability.

#### **IV. GENERAL FACTUAL ALLEGATIONS**

31. Defendants solicited Plaintiffs to provide essential services and goods necessary for the planning, execution, and public presentation of the 2025 5850 Festival.

32. Defendants represented to Plaintiffs that the Festival was adequately financed, professionally managed, and that contractors would be paid promptly pursuant to agreed terms.

33. Plaintiffs reasonably relied on Defendants' representations and devoted substantial labor, resources, inventory, and professional expertise to the Festival.

34. Defendants accepted Plaintiffs' services and goods without objection and publicly

benefited from Plaintiffs' work.

35. After the Festival concluded, Defendants failed to timely pay Plaintiffs and instead engaged in repeated representations that payment would occur once financing was secured.

36. Defendants admitted that short-term financing had failed and tied payment to speculative future funding while continuing to operate, promote, and monetize Festival-related activities and assets.

37. Defendants further admitted, through statements made by Defendant Jennifer Dupre to multiple contractors including Plaintiff Justin Cochran, that Defendants intentionally withheld payment from contractors while blaming those same contractors for Defendants' alleged inability to raise additional funds for future events.

38. Specifically, Dupre stated that contractor complaints regarding nonpayment had interfered with Defendants' efforts to raise funds for a proposed future Festival and that Defendants therefore were not paying existing obligations.

39. These admissions confirm that Defendants' nonpayment was a knowing and deliberate business decision rather than the result of mistake, disputed performance, or unforeseen circumstances.

40. Defendants discouraged legal enforcement by representing that lawsuits would delay payment to all contractors.

41. Defendants' conduct reflects a pattern of inducing performance, delaying payment through misrepresentation, and retaining or disposing of assets while leaving known creditor obligations unpaid.

#### **A. Festival Assets, Ticket Revenues, and Post-Event Asset Disposition**

42. Upon information and belief, Defendants exercised exclusive control over

substantial Festival-related assets, equipment, merchandise, and proceeds generated in connection with the 2025 5850 Festival.

43. These assets included, without limitation, commercial pizza ovens, food-service equipment, branded Festival merchandise, wine inventory, and other tangible property acquired or secured for Festival use.

44. Several commercial pizza ovens were secured for Festival operations through Tyler Florence Entertainment, Inc., a third-party loan-out company that provided services in connection with the Festival and was paid in full for those services.

45. Despite those representations, Defendants and/or affiliated entities, including Defendant Whiskey's on Main, took possession of the pizza ovens and failed to deliver them to the Plaintiffs for whom they were designated.

46. Plaintiffs were not paid for the value of the pizza ovens, were not reimbursed, and were not provided substitute compensation, despite Defendants' retention and use of the equipment.

#### **B. Ticket Sales and Whiskey's on Main's Financial Role**

47. Upon information and belief, ticket sales for the 2025 5850 Festival were processed through accounts controlled by or affiliated with Defendant Whiskey's on Main.

48. Whiskey's on Main served as the primary staging area and central venue for the Festival and was prominently integrated into Festival branding, operations, and public-facing activities.

49. Upon information and belief, Defendant Whiskey's on Main received and retained substantial Festival-related tangible assets following the Festival, including significant quantities of liquor inventory, leftover food, commercial pizza ovens, and other equipment and supplies used

in Festival operations. Whiskey's on Main's basement space was used as a staging and storage area during the Festival, and when Plaintiffs attempted to pack up and recover Festival property, numerous items were already missing and were not returned to Plaintiffs.

50. Those revenues were generated using Plaintiffs' labor, services, equipment, and professional contributions, while Plaintiffs remained unpaid in whole or in part.

### **C. Post-Festival Asset Sales and Personal Disposition**

51. Following the conclusion of the Festival, Defendants did not liquidate assets in an orderly manner to satisfy outstanding contractor obligations.

52. Instead, upon information and belief, Defendants Regina Korby and Jennifer Dupre personally sold Festival-related assets, merchandise, wine, and equipment through informal channels, including Facebook Marketplace and private "garage sale" events.

53. Defendants publicly advertised and sold items described as professional-grade Festival equipment, merchandise, wine, and culinary supplies, including items described as having been used once or acquired for Festival purposes.

54. These sales occurred while Defendants acknowledged that Plaintiffs and other contractors remained unpaid and while Defendants represented that they lacked sufficient funds to satisfy outstanding obligations.

55. Upon information and belief, proceeds from these asset sales were not applied toward payment of Plaintiffs' invoices or known Festival debts.

56. Defendants' control, sale, and disposition of Festival assets while leaving Plaintiffs unpaid was inconsistent with Defendants' representations of financial distress and inability to pay.

### **D. Fraud, Conversion, and Creditor Harm**

57. Upon information and belief, Defendant's knew that they lacked the financial

resources to compensate Plaintiffs for the good and services provided and continued accepting those goods and services without informing Plaintiffs of Defendants' inability to provide payment.

58. Defendants' retention, sale, and diversion of Festival assets and proceeds constitutes more than a mere failure to pay debts and reflects the exercise of dominion and control over identifiable property and funds to which Plaintiffs had a superior equitable right.

59. Defendants' conduct further evidences a pattern of concealing assets, selectively paying expenses, and prioritizing affiliated entities and personal interests over known creditor obligations.

## **V. PLAINTIFF-SPECIFIC FACTUAL ALLEGATIONS**

### **A. Plaintiff Chef Melissa Mausele**

60. Plaintiff Chef Melissa Mausele (known formerly as Melissa Summers) is an individual residing in Hailey, Idaho and is a professional chef and culinary director with substantial experience in large-scale festival and event production.

61. Defendants, including 5B Productions, LLC and its principals Regina Korby, Brandon Kuvara, and Jennifer Dupre, solicited Chef Mausele to serve as the lead culinary professional for the 2025 5850 Festival.

62. On or about March 7, 2025, Chef Mausele entered into a written agreement with Defendants pursuant to which she agreed to provide comprehensive culinary leadership, planning, and execution services for the Festival, including menu development, staffing coordination, kitchen logistics, and on-site execution.

63. Under the agreement, Defendants agreed to pay Chef Mausele a base contractual fee of \$20,000, together with a performance-based contract bonus calculated pursuant to the Festival's financial results, as confirmed by Defendants' designated financial representative.

64. Defendants further represented that Plaintiff would receive a multi-year promotional package and a three-year contractual relationship tied to future iterations of the Festival and related events. Defendants failed to perform any obligations related to the promised promotional package or multi-year agreement.

65. Defendants further agreed to reimburse Chef Mauselle for out-of-pocket expenses incurred on Defendants' behalf in connection with Festival operations, including food, supplies, equipment, and related costs.

66. In reliance on Defendants' representations and contractual commitments, Chef Mauselle devoted substantial professional time, labor, and resources to the Festival, including extensive pre-event planning and full on-site performance during the Festival period.

67. Chef Mauselle fully performed all services required under the agreement and performed additional work beyond the base scope at Defendants' request to ensure the Festival's successful execution.

68. Defendants accepted the benefit of Chef Mauselle's services without objection and used her work, reputation, and professional standing to promote the Festival and enhance its perceived legitimacy.

69. Following completion of the Festival, Chef Mauselle submitted invoices to Defendants reflecting contractual compensation, bonus amounts, and accrued late fees resulting from Defendants' failure to timely pay.

70. Chef Mauselle also submitted a separate reimbursement invoice supported by detailed receipts and documentation for Festival-related expenses she paid out of pocket on Defendants' behalf.

71. Following the conclusion of the Festival, Chef Mauselle performed an additional

estimated 200-300 hours of post-event work at Defendants' request, including vendor coordination, damage control, operational cleanup, and administrative services that were not part of her original contract. Chef Mauselle was never compensated for this additional work

72. Defendants acknowledged receipt of Chef Mauselle's invoices and reimbursement documentation and did not dispute the validity of the charges, the services rendered, or the amounts owed.

73. Despite Chef Mauselle's full performance and repeated demands for payment, Defendants failed to timely pay any portion of the amounts due.

74. Defendants admitted that they lacked sufficient funds to pay outstanding contractor obligations and tied payment to speculative future financing.

75. Defendants issued Plaintiff a \$10,000 check as a deposit toward amounts owed and requested that Plaintiff delay depositing the check. When Plaintiff later deposited the check at Defendants' direction, the check was returned for insufficient funds and was never cured or replaced.

76. While representing financial distress and inability to pay, Defendants retained, controlled, and disposed of Festival-related culinary assets and equipment without applying proceeds toward Chef Mauselle's outstanding invoices or other known contractor obligations.

77. As a direct and proximate result of Defendants' conduct, Chef Mauselle has suffered substantial damages including unpaid contractual compensation, unpaid bonuses, unreimbursed expenses, accrued late fees, and lost use of funds.

#### **B. Plaintiff Jenn Thomas / Jenn Can Cook LLC**

78. Plaintiff Jenn Thomas is an individual residing in Ohio and is the owner and operator of Jenn Can Cook LLC, a culinary services business providing professional chef and

event culinary leadership services.

79. Defendants engaged Thomas to serve as Lead Chef for the 2025 5850 Festival.

80. On or about March 7, 2025, Thomas and Defendants entered into a written Lead Chef Contract designating Thomas as an independent contractor.

81. The contract provided for fixed compensation of \$11,000 payable at the conclusion of the Festival and did not condition payment on ticket sales, sponsorships, or financing.

82. Defendants further requested that Thomas perform out-of-scope services and incur reimbursable expenses for Defendants' benefit.

83. Thomas fully performed all contractual and additional requested services, including pre-Festival preparation, on-site execution, and production support.

84. Thomas submitted invoices totaling \$12,511.04 for contractual compensation and reimbursable expenses. Defendants did not dispute the invoices or Thomas's performance. Pursuant to the payment terms provided to Defendants, late charges accrued and now total \$22,073.10. Defendants tendered a partial payment of \$2,000, leaving an undisputed principal balance of \$10,511.04, plus accrued late charges, all of which remain unpaid. Defendants thereafter admitted their inability to pay and requested that Thomas refrain from legal action while attempting to generate funds.

85. Thomas reasonably relied on Defendants' representations by delaying enforcement and continuing to communicate in good faith to resolve payment.

86. Defendants failed to make any further payments.

### **C. Plaintiff Justin Cochran**

87. Plaintiff Justin Cochran is an individual residing in Hailey, Idaho and a professional chef who was engaged by Defendants to provide culinary services for the 2025 5850 Festival

pursuant to a written Lead Chef agreement.

88. On or about February 4, 2025, Cochran entered into a written Lead Chef Contract with Defendants providing for compensation of \$14,000, payable at the conclusion of the Festival. Payment was not conditioned on ticket sales, fundraising success, or future financing.

89. Cochran fully performed all services required under the agreement, including pre-Festival preparation and on-site culinary services during the Festival.

90. Defendants accepted the benefit of Cochran's services without objection and used his labor and professional expertise to execute Festival operations.

91. Despite Cochran's full performance, Defendants failed to pay any portion of the agreed compensation.

92. Following the Festival, Defendant Jennifer Dupre participated in one or more telephone calls with Cochran during which she expressly acknowledged that Cochran was owed payment and represented that payment would be made.

93. During at least one such call, Dupre stated that Defendants were not paying contractors because Defendants claimed they were unable to raise additional funds for future events, including a proposed 2026 Festival.

94. Dupre further represented that Defendants' alleged inability to raise funds was caused by complaints made by Festival employees and contractors regarding nonpayment, and that those complaints had interfered with Defendants' fundraising efforts.

95. These statements constituted admissions that Defendants' decision not to pay Cochran and other contractors was not based on disputed performance, billing issues, or lack of obligation, but rather on Defendants' unilateral choice to prioritize speculative future fundraising and to attribute financial failure to the very contractors they had not paid.

96. Cochran reasonably relied on Defendants' representations by refraining from immediate enforcement while Defendants retained the benefits of his labor.

97. Defendants have failed to pay Cochran any portion of the amounts owed.

**D. Plaintiff Tommy Green**

98. Plaintiff Tommy Green is an individual residing in Hailey, Idaho who provides professional event management and operational coordination services.

99. Defendants engaged Green to provide event management and operational support services for the 2025 5850 Festival.

100. From approximately March 13 through March 28, 2025, Green performed extensive on-site management, logistics coordination, and personnel oversight services.

101. Green fully performed all event-period services requested by Defendants.

102. Following the Festival, Defendants requested and accepted extensive post-event administrative services from Green caused solely by Defendants' failure to pay workers and vendors.

103. Green performed post-event services including payroll coordination, vendor communications, labor tracking, and acting as an intermediary between Defendants and unpaid workers.

104. Green invoiced Defendants a total of \$24,758.67 reflecting base compensation, post-event labor, and accrued late charges.

105. Defendants repeatedly opened, reviewed, and retained Green's invoices without objection.

106. Defendants acknowledged the obligation but failed to pay any portion.

//

**E. Plaintiff Eagle One Security LLC**

107. Plaintiff Eagle One Security LLC is an Idaho limited liability company providing professional event security services.

108. Defendants engaged Eagle One to provide on-site security services for the Festival.

109. Eagle One fully performed all required security services and invoiced Defendants \$12,313.35.

110. Defendants did not dispute the invoice or the quality of Eagle One's work.

111. Defendants acknowledged the debt and cited failed financing as the reason for nonpayment.

112. Defendants failed to remit any payment.

**F. Plaintiff Altitude Events Group, LLC**

113. Plaintiff Altitude Events Group, LLC is an Idaho limited liability company providing event planning and logistics services.

114. Defendants solicited Altitude to provide planning, venue preparation, coordination with municipalities, and on-site operational support.

115. The parties entered into a written Memorandum of Understanding ("MOU") providing for a \$9,500 flat fee.

116. Prior to the Festival, in 2024, Plaintiff performed pre-festival scoping and planning work. Payment for that pre-festival work was made directly by Defendant Whiskey's on Main. In January 2025, however, Defendant 5B Productions, LLC issued a 1099 tax form to Plaintiff for that same work

117. Altitude fully performed all services required under the MOU.

118. Defendants paid the initial deposit but failed to pay the remaining \$7,500 balance.

119. Defendants acknowledged the obligation and delayed payment citing cash-flow issues.

120. Defendants failed to pay despite full performance.

**G. Plaintiff Dark to Light Productions, LLC**

121. Plaintiff Dark to Light Productions, LLC is an Idaho limited liability company providing professional video production services.

122. Defendants engaged Dark to Light to provide comprehensive video production and media services for the Festival.

123. Dark to Light fully performed extensive filming, editing, and post-production services.

124. Dark to Light invoiced Defendants \$40,250.00 for services rendered.

125. Defendants acknowledged the invoice and did not dispute the amount or performance.

126. Defendants repeatedly delayed payment citing failed short-term financing and speculative future funding.

127. Defendants failed to pay any portion of the amount owed.

**H. Plaintiff Cirque Visuals LLC**

128. Plaintiff Cirque Visuals LLC is an Idaho limited liability company providing videography and drone services.

129. Defendants entered into a written agreement with Cirque Visuals providing for daily compensation and mileage reimbursement.

130. Cirque Visuals fully performed services and delivered all required footage.

131. Cirque Visuals invoiced Defendants \$3,094.85.

132. Defendants acknowledged the invoice and repeatedly represented that payment was forthcoming.

133. Defendants failed to pay any portion of the amount owed.

**I. Plaintiff Natural Spring Ice LLC**

134. Plaintiff Natural Spring Ice LLC is an Idaho limited liability company providing commercial ice and refrigerated logistics services.

135. Defendants engaged Natural Spring Ice to provide refrigeration and ice services essential to Festival operations.

136. Natural Spring Ice issued a written estimate totaling \$9,944.00.

137. Defendants accepted the estimate and coordinated logistics.

138. Defendants failed to pay despite accepting the benefit of the services.

**J. Plaintiff Texan Graduation Supply, LLC**

139. Plaintiff Texan Graduation Supply is a commercial supplier of custom apparel and merchandise.

140. Defendants ordered substantial quantities of custom Festival merchandise.

141. Texan Graduation Supply manufactured and delivered the goods pursuant to Defendants' orders.

142. Texan Graduation Supply invoiced Defendants \$57,140.85.

143. Defendants acknowledged the invoices and requested payment delays while pursuing financing.

144. Defendants failed to pay any portion of the amounts owed.

**K. Plaintiff William Glenn**

145. Plaintiff William Glenn is an individual who provided management services

pursuant to a written contract.

146. Glenn fully performed all contractual services.

147. Defendants failed to pay the agreed \$8,000 compensation.

**L. Plaintiff The Greater Organization Holding Co., LLC**

148. Plaintiff The Greater Organization Holding Co., LLC provides large-scale event staffing and operational services.

149. Defendants engaged Plaintiff to provide extensive staffing, labor, and operational support.

150. Plaintiff advanced labor costs and out-of-pocket expenses exceeding \$200,000.

151. Defendants failed to pay \$105,013.29 in outstanding labor and expenses.

152. Following the Festival, Defendant Jennifer Dupre repeatedly represented to Plaintiff that Defendants would make ongoing installment payments pursuant to a payment plan and that the full outstanding balance owed to Plaintiff would be paid in full by the end of 2025. These representations were made over the course of several months and were used to induce Plaintiff to refrain from immediate enforcement and to continue cooperating with Defendants regarding labor reconciliation and payment logistics.

**M. Plaintiff Penny Weiss / The EVENT**

153. Plaintiff Penny Weiss is the owner of The EVENT, a professional event rental and production company.

154. Defendants engaged The EVENT to provide rental equipment, logistics, delivery, setup, and breakdown services.

155. The EVENT fully performed all requested services and invoiced Defendants for services rendered. After accounting for limited partial payments, Defendants owe Plaintiff a

remaining balance of \$65,450.63, which includes accrued late fees to date. Defendants have acknowledged the outstanding balance and repeatedly delayed payment but have failed to pay the amounts due.

156. Defendants made limited partial payments but left substantial balances unpaid.

157. Defendants acknowledged the outstanding balances and repeatedly delayed payment.

158. Defendants failed to pay the remaining amounts owed.

## **VI. ALTER EGO, INSTRUMENTALITY, AND INDIVIDUAL LIABILITY ALLEGATIONS**

159. At all relevant times, Defendant 5B Productions, LLC was owned, controlled, and dominated by individual Defendants Regina Korby, Brandon Kuvara, and Jennifer Dupre.

160. Defendants Korby, Kuvara, and Dupre exercised complete and exclusive control over 5B Productions' operations, finances, contracting decisions, vendor engagement, and communications with Festival contractors.

161. Defendants Korby, Kuvara, and Dupre personally solicited Plaintiffs' services, approved scopes of work, authorized invoices, controlled payment decisions, and made representations regarding payment and financing.

162. Upon information and belief, 5B Productions was undercapitalized relative to the scale, scope, and financial obligations of the 2025 5850 Festival and lacked sufficient capital to pay known contractor obligations at the time services were solicited and performed.

163. Upon information and belief, Defendants failed to observe corporate formalities and treated Festival revenues, assets, and accounts as subject to their personal discretion rather than as assets held for the satisfaction of corporate obligations. The precise amounts received are uniquely within Defendants' control and will be proven through discovery.

164. Defendants commingled funds, assets, and operations among 5B Productions, affiliated entities, and personal accounts, including the use of affiliated entities to receive, hold, transfer, or dispose of Festival-related funds and property.

165. Upon information and belief, Defendants used affiliated entities, including Defendant Whiskey's on Main, to promote the Festival, to enhance its apparent legitimacy, to process or benefit from Festival revenues, and to control or dispose of Festival-related assets while leaving contractor obligations unpaid.

166. Upon information and belief, Defendants selectively paid certain vendors, insiders, or expenses while knowingly leaving Plaintiffs and other contractors unpaid, despite having control over Festival proceeds and assets.

167. Defendants made repeated representations to Plaintiffs that payment delays were temporary and caused by failed or pending financing, while retaining control over Festival assets, inventory, merchandise, and equipment.

168. Upon information and belief, Defendants sold, transferred, or otherwise disposed of Festival-related assets, merchandise, and equipment outside the ordinary course of business and without applying proceeds to satisfy known contractor obligations.

169. Defendants' conduct demonstrates that 5B Productions was used as a mere instrumentality or shell to induce Plaintiffs' performance, retain the benefits of Plaintiffs' services, and shield Defendants from personal liability for known debts.

170. Defendants Korby, Kuvara, and Dupre personally participated in the wrongful conduct alleged herein, including misrepresentations regarding payment, inducement of continued performance, and efforts to delay or discourage enforcement by unpaid contractors.

171. Recognizing the separate corporate existence of 5B Productions under these

circumstances would sanction fraud and promote injustice by allowing Defendants to retain the benefits of Plaintiffs' labor and services without payment.

172. Plaintiffs have suffered injury as a direct and proximate result of Defendants' misuse of the corporate form and affiliated entities.

173. Accordingly, Defendants Korby, Kuvara, and Dupre are liable for the acts and obligations of 5B Productions under principles of alter ego, instrumentality, agency, joint venture, and personal participation in tortious conduct.

174. Defendant Whiskey's on Main is likewise liable under theories of alter ego, successor liability, conspiracy, and unjust enrichment, having participated in or benefitted from the Festival's operations, branding, assets, and revenues while Plaintiffs remained unpaid.

175. Plaintiffs are entitled to pierce the corporate veil and to hold Defendants jointly and severally liable for all damages, equitable relief, and remedies awarded in this action.

176. Defendants' personal control over Festival assets, including the sale of merchandise, wine, and equipment through personal channels, demonstrates disregard for corporate separateness and treatment of Festival property as personal property.

177. Defendant Whiskey's on Main's receipt of ticket revenues and Festival proceeds, while Plaintiffs remained unpaid, further demonstrates commingling of operations, unity of interest, and use of affiliated entities to retain benefits and shield assets from creditors.

178. Whiskey's on Main knowingly accepted Festival revenues and benefits generated by Plaintiffs' unpaid labor.

## **VII. IMMINENT WIND-DOWN, ASSET DISSIPATION, AND IRREPARABLE HARM**

179. Defendants' nonpayment is no longer limited to delay or cash-flow issues. Upon information and belief, Defendants are now actively winding down operations, dissolving entities,

or otherwise ceasing business activities associated with the 2025 5850 Festival.

180. Plaintiffs have learned that Defendants have communicated an intent to discontinue operations and are actively disposing of Festival-related assets, inventory, equipment, and proceeds rather than preserving those assets for the satisfaction of known creditor obligations.

181. The assets at risk include identifiable Festival proceeds, ticket-sale revenues, merchandise inventory, wine inventory, food-service equipment, and accounts historically used to receive Festival funds.

182. As alleged above, Defendants have already engaged in the informal sale, transfer, and disposition of Festival assets—including merchandise, wine, culinary equipment, and other tangible property—through personal channels and affiliated entities, including but not limited to Defendant Whiskey’s on Main.

183. Upon information and belief, Defendants continue to exercise exclusive control over Festival-related assets and accounts and are transferring, concealing, or dissipating those assets outside the ordinary course of business while Plaintiffs remain unpaid.

184. Defendants’ ongoing asset disposition creates a substantial and immediate risk that Defendants will become insolvent, judgment-proof, or otherwise unable to satisfy a judgment in this action.

185. Absent immediate court intervention, Plaintiffs face irreparable harm in the form of continued asset dissipation, impairment of collection rights, frustration of equitable remedies, and loss of the Court’s ability to grant meaningful relief.

186. Money damages alone are inadequate to protect Plaintiffs because Defendants’ conduct threatens the disappearance of the very assets against which Plaintiffs’ claims and equitable remedies are directed.

187. Immediate injunctive relief is necessary to preserve the status quo, prevent further dissipation of assets, and protect the Court's ability to render effective final relief.

188. The status quo to be preserved is the existence and availability of Festival-related assets for adjudication and equitable relief, not Defendants' continued unfettered discretion to dissipate them.

## **VIII. CAUSES OF ACTION**

### **COUNT I**

#### **Breach of Contract**

(Against All Contracting Defendants)

189. Plaintiffs reallege and incorporate by reference paragraphs 1 through 188 as though fully set forth herein.

190. Defendants entered into valid and enforceable contracts with Plaintiffs, including express written agreements, express oral agreements, and implied-in-fact contracts, pursuant to which Plaintiffs agreed to provide, and did provide, professional services, labor, goods, equipment, staffing, production, security, logistics, and other Festival-related support for the 2025 5850 Festival.

191. The existence of such contracts is evidenced by, among other things, written agreements, written estimates, bids, memoranda of understanding, invoices, communications confirming scope and pricing, Defendants' requests for performance, Plaintiffs' full performance, and Defendants' acceptance and use of the services and goods provided.

192. The material terms of the contracts included, without limitation:

- a. The scope and nature of services or goods to be provided;
- b. The agreed compensation or pricing structure;
- c. The timing and manner of payment, including Net 30 or payment-upon-completion

terms;

- d. Reimbursement of authorized or requested out-of-pocket expenses; and
- e. Defendants' obligation to pay regardless of ticket sales, sponsorship revenue, fundraising success, or financing outcomes, except where expressly stated otherwise.

193. Plaintiffs fully performed all contractual obligations owed under their respective contracts, or were ready, willing, and able to perform but were excused from further performance by Defendants' material breaches.

194. Defendants breached their contracts with Plaintiffs by, among other things:

- a. Failing to pay agreed compensation when due;
- b. Failing to reimburse authorized and documented expenses;
- c. Failing to pay balances remaining after partial payments;
- d. Failing to honor agreed payment terms and deadlines; and
- e. Conditioning payment on speculative future financing or fundraising not contemplated by the contracts.

195. Any partial payments made by Defendants do not cure, excuse, or waive Defendants' material breaches, but instead constitute acknowledgments of the validity of the contracts and the amounts owed.

196. Defendants' repeated assurances of future payment, admissions of inability to pay, and requests that Plaintiffs delay enforcement further confirm Defendants' recognition of their contractual obligations and do not relieve Defendants of liability for breach.

//

//

197. As a direct and proximate result of Defendants' breaches of contract, Plaintiffs have suffered damages including, but not limited to:

- a. Unpaid contractual compensation;
- b. Unreimbursed expenses advanced on Defendants' behalf;
- c. Accrued late fees or contractual interest where applicable;
- d. Loss of use of funds; and
- e. Consequential damages resulting from Defendants' nonpayment.

198. Defendants' breaches were willful and material and deprived Plaintiffs of the fundamental benefit of their bargains.

199. Plaintiffs are entitled to recover all damages caused by Defendants' breaches of contract, together with pre- and post-judgment interest, costs, attorney's fees where allowed by contract or law, and such other relief as the Court deems just and proper.

## **COUNT II**

### **Account Stated**

(Against All Defendants Who Received, Retained, and Failed to Dispute Invoices)

200. Plaintiffs reallege and incorporate by reference paragraphs 1 through 199 as though fully set forth herein.

201. In the ordinary course of business, and following Defendants' requests for services and goods, Plaintiffs rendered written invoices to Defendants stating definite, itemized sums due for services performed, goods delivered, labor advanced, expenses incurred, and contractual or agreed compensation.

202. The invoices identified the nature of the services or goods provided, the dates of performance or delivery, and the amounts owed, and were transmitted to Defendants through Defendants' designated billing channels, email addresses, or invoicing platforms.

203. Defendants received the invoices and, upon information and belief:
- a. Opened, reviewed, and retained the invoices;
  - b. Saved, forwarded, or otherwise accessed invoice copies;
  - c. Communicated with Plaintiffs regarding the invoices and payment timing; and
  - d. In multiple instances, made partial payments on the invoiced amounts.

204. At no time did Defendants object to, dispute, or reject the invoices, the services or goods reflected therein, or the amounts stated as due.

205. Defendants' conduct—including retention of the invoices without objection, partial payment of invoiced amounts, acknowledgments of outstanding balances, and repeated assurances that payment would be made—constitutes express and/or implied assent to the correctness of the stated accounts and the amounts owed.

206. Defendants further acknowledged the validity of the invoices by repeatedly representing that payment delays were temporary and tied to financing or cash-flow issues, rather than any dispute as to liability or amount.

207. Defendants' failure to timely dispute the invoices, coupled with their retention and use of the benefits reflected in those invoices, gave rise to an account stated between Plaintiffs and Defendants for the unpaid balances.

208. Despite assent to the correctness of the accounts stated, Defendants failed and refused to pay the remaining balances due.

209. As a direct and proximate result of Defendants' failure to pay the accounts stated, Plaintiffs have been damaged in the amounts reflected in the unpaid invoice balances, together with contractual or statutory interest, late charges where applicable, and loss of use of funds.

210. Plaintiffs are entitled to judgment against Defendants for the amounts stated in the

accounts, together with pre-judgment and post-judgment interest, costs, and such other relief as the Court deems just and proper.

**COUNT III**  
**Promissory Estoppel**  
(Against All Defendants)

211. Plaintiffs reallege and incorporate by reference paragraphs 1 through 210 as though fully set forth herein.

212. Defendants made clear, definite, and repeated promises to Plaintiffs that Plaintiffs would be paid promptly and in full for services rendered, goods delivered, labor advanced, and expenses incurred in connection with the 2025 5850 Festival.

213. These promises were made:

- a. Before Plaintiffs performed, to induce Plaintiffs to commit labor, inventory, equipment, professional resources, and time to the Festival;
- b. During Plaintiffs' performance, to ensure continued work and full execution of Festival operations; and
- c. After the Festival concluded, to induce Plaintiffs to refrain from immediate legal enforcement and to continue providing post-event administrative, coordination, and remedial services.

214. Defendants further made specific post-performance representations that:

- a. Payment delays were temporary;
- b. Short-term financing had been pursued but failed;
- c. Long-term financing, fundraising, or investment was actively being pursued; and
- d. Plaintiffs would be paid once such funding was secured.

215. Defendants made these promises and representations while knowing that Plaintiffs

had already fully performed, had advanced substantial expenses, and were vulnerable to continued nonpayment absent enforcement.

216. Defendants reasonably expected and intended that Plaintiffs would rely on these promises by:

- a. Performing and completing all requested services;
- b. Advancing labor costs and out-of-pocket expenses;
- c. Delivering goods and equipment that could not be reclaimed;
- d. Refraining from filing lawsuits or pursuing collection remedies; and
- e. Continuing to provide post-Festival administrative, coordination, and damage-control services for Defendants' benefit.

217. Plaintiffs did, in fact, reasonably and foreseeably rely on Defendants' promises and representations by:

- a. Fully performing services and delivering goods;
- b. Advancing labor and expense payments on Defendants' behalf;
- c. Continuing to communicate and cooperate with Defendants regarding payment arrangements;
- d. Delaying legal action in reliance on assurances that payment was forthcoming; and
- e. Absorbing financial losses while Defendants retained the benefits of Plaintiffs' performance.

218. Plaintiffs' reliance was reasonable under the circumstances, including Defendants' repeated acknowledgments of the debts, partial payments in some instances, representations regarding financing efforts, and Defendants' continued control over Festival operations, assets, and revenue streams.

219. Defendants failed to honor their promises and representations and instead continued to delay payment indefinitely while retaining Plaintiffs' labor, goods, services, and the proceeds generated therefrom.

220. Defendants' failure to perform as promised resulted in substantial financial harm to Plaintiffs, including unpaid compensation, unreimbursed expenses, loss of use of funds, and additional damages incurred as a result of delayed enforcement.

221. Injustice can only be avoided by enforcement of Defendants' promises, as Defendants knowingly induced Plaintiffs' reliance, retained the benefits of Plaintiffs' performance, and would otherwise be unjustly enriched at Plaintiffs' expense.

222. Plaintiffs are entitled to all relief available under the doctrine of promissory estoppel, including expectation damages, reliance damages, equitable relief, and such other relief as the Court deems just and proper.

#### **COUNT IV**

#### **Unjust Enrichment / Quantum Meruit (Against All Defendants, in the Alternative)**

223. Plaintiffs reallege and incorporate by reference paragraphs 1 through 222 as though fully set forth herein.

224. In the alternative to Plaintiffs' contract-based claims, Plaintiffs provided substantial and valuable benefits to Defendants in connection with the planning, execution, promotion, and aftermath of the 2025 5850 Festival.

225. The benefits conferred by Plaintiffs included, without limitation:

- a. Professional labor, management, and staffing services;
- b. Culinary leadership, food service operations, and menu execution;
- c. Event security, logistics, refrigeration, and infrastructure support;

- d. Video production, media coverage, and promotional content;
- e. Equipment, merchandise, supplies, and consumable goods;
- f. Administrative, post-event coordination, and remediation services necessitated by Defendants' nonpayment of other vendors.

226. Plaintiffs conferred these benefits directly upon Defendants at Defendants' request, with Defendants' knowledge, and for Defendants' benefit.

227. Defendants knowingly accepted, used, retained, and exploited the benefits conferred by Plaintiffs, including using Plaintiffs' labor, goods, services, media, and professional reputations to:

- a. Operate and publicly present the Festival;
- b. Sell tickets, merchandise, food, and beverages;
- c. Promote affiliated venues, brands, and future activities; and
- d. Retain Festival-related assets and proceeds.

228. Defendants retained the benefits of Plaintiffs' performance under circumstances in which Defendants knew or should have known that Plaintiffs reasonably expected to be paid for the value of their labor, goods, services, and expenses.

229. Despite retaining these benefits, Defendants failed and refused to pay Plaintiffs the reasonable value of the benefits received.

230. Defendants' retention of Plaintiffs' labor, goods, services, and expenses without payment has unjustly enriched Defendants at Plaintiffs' expense.

231. Defendants' unjust enrichment includes, but is not limited to:

- a. Retention of Festival revenues and proceeds generated through Plaintiffs' efforts;
- b. Retention and use of tangible assets and equipment supplied or secured for Festival

operations;

- c. Avoidance of labor, staffing, and operational costs that Plaintiffs paid or absorbed; and
- d. Preservation of Defendants' reputations, brand value, and affiliated business interests using Plaintiffs' uncompensated work.

232. Defendants' conduct in retaining and benefiting from Plaintiffs' performance while failing to pay constitutes inequitable conduct warranting restitution.

233. Under principles of unjust enrichment and quantum meruit, Defendants are obligated to compensate Plaintiffs for the reasonable value of the benefits conferred.

234. Plaintiffs are entitled to restitution and disgorgement of all benefits unjustly retained by Defendants, measured by the reasonable value of Plaintiffs' labor, services, goods, expenses, and contributions, in amounts to be proven at trial.

235. Plaintiffs further seek all equitable relief available under Idaho law, including restitution, disgorgement, equitable liens, constructive trusts, and such other relief as the Court deems just and proper.

#### **COUNT V**

#### **Fraud and Fraudulent Misrepresentation**

(Against All Defendants - Rule 9(b))

236. Plaintiffs reallege and incorporate by reference paragraphs 1 through 235 as though fully set forth herein.

237. The fraudulent misrepresentations alleged herein were made by Defendants Regina Korby, Brandon Kuvara, and Jennifer Dupre, individually and in their capacities as owners, officers, managers, and agents of Defendant 5B Productions, LLC, and on behalf of affiliated entities including Defendant Whiskey's on Main.

238. Defendants knowingly made false statements and misrepresentations of material fact to Plaintiffs, including but not limited to representations that:

- a. Defendants had sufficient funds, financing, or financial backing to pay Plaintiffs promptly and in full;
- b. Payment to Plaintiffs was assured and not contingent on speculative future events;
- c. Any payment delays were temporary and attributable solely to short-term administrative or financing issues;
- d. Defendants were actively securing funding that would imminently satisfy Plaintiffs' invoices; and
- e. Plaintiffs would be paid if they continued to perform, refrained from enforcement, or waited for financing to be finalized.

239. These representations were false at the time they were made or were made with reckless disregard for their truth.

240. At the time Defendants made these representations, Defendants knew or should have known that:

- a. The Festival was undercapitalized;
- b. Short-term financing efforts had failed or were unlikely to succeed;
- c. Defendants lacked the present ability to pay Plaintiffs as promised; and
- d. Payment was, in fact, contingent on uncertain, speculative, and undefined future fundraising or asset disposition.

241. Defendants made these misrepresentations:

- a. Before and during the 2025 5850 Festival to induce Plaintiffs to commit labor, services, goods, staffing, and equipment;

- b. Immediately following the Festival and continuing for months thereafter, including from March through at least December 2025;
- c. Representing to contractors, including Plaintiff Justin Cochran, that payment would be withheld because contractors themselves had complained about nonpayment and thereby caused Defendants' fundraising failures, while omitting that Defendants were retaining and disposing of Festival assets and proceeds for purposes unrelated to paying known obligations. and
- d. Through emails, text messages, telephone calls, meetings, and written communications acknowledging unpaid obligations while repeatedly tying payment to future financing.

242. These misrepresentations were made directly to Plaintiffs and their representatives, including through communications sent from Defendants' personal and business email accounts and mobile devices.

243. Defendants induced Plaintiffs to perform services and deliver goods by affirmatively promising payment, while simultaneously omitting that Defendants lacked the present financial capacity or intent to pay.

244. After Plaintiffs fully performed, Defendants continued to make assurances of payment while:

- a. Knowing that anticipated financing had failed or was unlikely;
- b. Retaining and controlling Festival assets, merchandise, equipment, and proceeds;  
and
- c. Selling or transferring Festival-related assets without applying proceeds toward Plaintiffs' unpaid invoices.

245. Defendants' misrepresentations were part of a continuing course of conduct designed to delay enforcement, discourage legal action, and retain the benefits of Plaintiffs' performance for as long as possible.

246. Plaintiffs reasonably relied on Defendants' misrepresentations by:

- a. Performing services and delivering goods they would not otherwise have provided;
- b. Advancing labor costs, expenses, inventory, and resources;
- c. Continuing post-event administrative and remediation work; and
- d. Refraining from immediate legal enforcement in reliance on Defendants' assurances.

247. Plaintiffs' reliance was reasonable given Defendants' repeated acknowledgments of the debt, partial payments in some instances, and Defendants' control over Festival operations and assets.

248. As a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiffs suffered damages including:

- a. Unpaid compensation and invoices;
- b. Unreimbursed expenses and advanced costs;
- c. Loss of use of funds;
- d. Additional uncompensated labor; and
- e. Consequential financial and business harm.

249. Defendants acted intentionally, knowingly, or with reckless disregard for the truth, entitling Plaintiffs to compensatory damages, punitive damages where allowed by law, and all other relief available under Idaho law.

//

**COUNT VI**  
**Fraudulent Concealment / Nondisclosure**  
(Against All Defendants)

250. Plaintiffs reallege and incorporate by reference paragraphs 1 through 249 as though fully set forth herein.

251. Defendants had a duty to disclose material facts to Plaintiffs because:

- a. Defendants possessed superior knowledge regarding the Festival's finances and asset control;
- b. Defendants made partial disclosures regarding payment and financing that were misleading absent full disclosure;
- c. Defendants knew Plaintiffs were acting in reliance on Defendants' representations; and
- d. Defendants stood in a position of trust and control over payment decisions and Festival assets.

252. Defendants intentionally concealed or failed to disclose material facts, including:

- a. That Defendants lacked sufficient funds to pay Plaintiffs at the time services were solicited and performed;
- b. That anticipated financing had failed or was unlikely to occur;
- c. That Festival assets, merchandise, equipment, and proceeds were being retained, sold, or diverted; and
- d. That payment to Plaintiffs was contingent on speculative future events rather than existing resources.

253. Defendants' concealment and nondisclosure were intended to induce Plaintiffs to:

- a. Continue performing services;

- b. Advance additional expenses and labor; and
- c. Delay legal enforcement of their rights.

254. Plaintiffs reasonably relied on Defendants' omissions and partial disclosures and were unaware of the true financial condition and asset disposition.

255. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs suffered the same damages alleged herein, including unpaid compensation, expenses, and consequential losses.

256. Defendants' concealment was willful, intentional, and undertaken to preserve Defendants' control over Festival assets and proceeds at Plaintiffs' expense.

## **COUNT VII**

### **Conversion**

(Against All Defendants)

257. Plaintiffs reallege and incorporate by reference paragraphs 1 through 256 as though fully set forth herein.

258. Upon information and belief, Defendants collected, controlled, and exercised dominion over specific, identifiable Festival-related property and funds, including but not limited to:

- a. Ticket-sale proceeds generated from the 2025 5850 Festival;
- b. Festival merchandise inventory, including custom apparel and branded goods;
- c. Wine inventory and beverage proceeds sold in connection with the Festival;
- d. Commercial pizza ovens and food-service equipment secured for Festival use;
- e. Festival-related culinary, production, and operational equipment; and
- f. Other tangible assets and proceeds derived from Festival operations.

259. These funds and assets were earmarked, intended, or reasonably understood to be

used to satisfy known obligations to Festival contractors and vendors, including Plaintiffs.

260. Plaintiffs held a superior equitable and possessory interest in the Festival proceeds and assets to the extent of their unpaid invoices, compensation, reimbursements, and contractual entitlements.

261. Despite knowing Plaintiffs remained unpaid, Defendants wrongfully retained, transferred, sold, concealed, or disposed of Festival assets and proceeds for purposes unrelated to satisfying known contractor obligations.

262. Upon information and belief, Defendants sold Festival-related assets and merchandise through informal and personal channels, including Facebook Marketplace and private garage sales, while retaining or diverting proceeds for their own benefit or the benefit of affiliated entities.

263. Defendants further exercised wrongful control over commercial pizza ovens and other equipment that were promised, allocated, or designated for Plaintiffs, but instead retained or transferred those assets without Plaintiffs' consent and without compensation.

264. Defendants' conduct constitutes more than a mere failure to pay a debt and instead reflects the wrongful exercise of dominion and control over specific, identifiable property and funds in a manner inconsistent with Plaintiffs' rights.

265. As a direct and proximate result of Defendants' conversion, Plaintiffs have suffered damages including unpaid compensation, loss of property interests, loss of use of funds, and additional consequential damages.

266. Defendants' conduct was willful, knowing, and undertaken with conscious disregard of Plaintiffs' rights.

267. Plaintiffs are entitled to recover all damages resulting from Defendants'

conversion, together with interest, costs, attorney's fees where allowed, and such equitable relief as the Court deems just and proper.

**COUNT VIII**  
**Violation of Idaho Uniform Voidable Transactions Act**  
(Idaho Code §§ 55-913 et seq.)

268. Plaintiffs reallege and incorporate by reference paragraphs 1 through 267 as though fully set forth herein.

269. Plaintiffs are "creditors" within the meaning of Idaho Code § 55-914(4), as Defendants owe Plaintiffs payment for services rendered, goods supplied, and expenses advanced in connection with the 2025 5850 Festival.

270. Defendants are "debtors" within the meaning of Idaho Code § 55-914(6).

271. Plaintiffs' claims arose before and/or contemporaneously with Defendants' transfers, concealment, and disposition of Festival-related assets and proceeds.

272. Upon information and belief, Defendants transferred, concealed, retained, or disposed of Festival-related funds, inventory, merchandise, equipment, and other assets, including transfers involving affiliated entities such as Defendant Whiskey's on Main, while known contractor obligations remained unpaid.

273. Defendants made such transfers with actual intent to hinder, delay, or defraud creditors, including Plaintiffs, in violation of Idaho Code § 55-915(1)(a).

274. In the alternative, Defendants made such transfers without receiving reasonably equivalent value while insolvent or rendered insolvent by such transfers, or while knowing or reasonably believing that they would incur debts beyond their ability to pay as they became due, in violation of Idaho Code §§ 55-915(1)(b) and 55-916.

//

275. Defendants' fraud includes, without limitation:

- a. Transfers to insiders or affiliated entities;
- b. Retention of possession or control of transferred assets after transfer;
- c. Concealment of the transfers and Defendants' financial condition;
- d. Insolvency or near insolvency at the time of the transfers;
- e. Transfers occurring after substantial debts to Plaintiffs were incurred;
- f. Discrepancies between Defendants' claimed inability to pay contractors and their continued control, sale, or disposition of valuable Festival assets;
- g. Transfers made outside the ordinary course of business through informal channels.

276. Defendants' post-Festival representations regarding financial distress and inability to pay contractors were inconsistent with their continued control, transfer, and monetization of Festival-related assets and proceeds.

277. As a direct and proximate result of Defendants' violations of the Idaho Uniform Voidable Transactions Act, Plaintiffs have been hindered, delayed, and damaged in their ability to collect amounts lawfully owed.

278. Plaintiffs are entitled to all remedies available under Idaho Code § 55-917, including:

- a. Avoidance of the transfers to the extent necessary to satisfy Plaintiffs' claims;
- b. Attachment or other provisional remedies against transferred assets;
- c. Injunctive relief preventing further disposition of assets;
- d. An accounting of Festival revenues and asset transfers;
- e. Appointment of a receiver where appropriate; and
- f. Any other relief the Court deems just and proper.

**COUNT IX**  
**Civil Conspiracy**  
(Against All Defendants)

279. Plaintiffs reallege and incorporate by reference paragraphs 1 through 278 as though fully set forth herein.

280. Defendants knowingly entered into a combination, agreement, or understanding—whether express or implied—to accomplish an unlawful objective or a lawful objective by unlawful means.

281. The object of the conspiracy included, without limitation:

- a. Inducing Plaintiffs and other contractors to provide labor, goods, services, and equipment for the 2025 5850 Festival;
- b. Retaining the benefits of Plaintiffs' performance without paying amounts owed;
- c. Delaying and discouraging enforcement through coordinated representations regarding financing and payment timing; and
- d. Retaining, transferring, or disposing of Festival-related assets and proceeds while leaving known creditor obligations unpaid.

282. Defendants Regina Korby, Brandon Kuvara, and Jennifer Dupre knowingly participated in and directed the conspiracy, both individually and through Defendant 5B Productions, LLC and affiliated entities, including Defendant Whiskey's on Main.

283. Defendant Whiskey's on Main knowingly participated in the conspiracy by receiving Festival-related revenues, assets, and benefits, and by facilitating the retention, transfer, or monetization of Festival proceeds while Plaintiffs remained unpaid.

//

//

284. In furtherance of the conspiracy, Defendants committed overt acts including, but not limited to:

- a. Making coordinated representations to Plaintiffs that payment delays were temporary and tied to pending financing;
- b. Requesting that Plaintiffs refrain from legal action while Defendants sought speculative funding;
- c. Processing or routing Festival ticket sales, beverage sales, and merchandise revenues through affiliated entities;
- d. Selectively paying certain vendors or expenses while leaving Plaintiffs unpaid;
- e. Retaining, selling, or diverting Festival assets through informal or personal channels; and
- f. Discouraging enforcement by suggesting litigation would delay payment to all creditors.

285. Defendants knew or reasonably should have known that these acts would cause Plaintiffs harm by delaying payment, impairing collection, and increasing Plaintiffs' damages.

286. Plaintiffs justifiably relied on Defendants' coordinated representations and conduct by continuing to perform services, advancing expenses, delaying enforcement, and acting to Defendants' benefit after the Festival concluded.

287. As a direct and proximate result of Defendants' conspiracy and overt acts, Plaintiffs suffered damages including unpaid compensation, unreimbursed expenses, loss of use of funds, additional uncompensated labor, reputational harm, and other consequential damages.

288. Defendants are jointly and severally liable for all damages resulting from the conspiracy.

289. Defendants' conduct was willful, knowing, and undertaken in conscious disregard of Plaintiffs' rights, entitling Plaintiffs to all legal and equitable relief available under Idaho law.

**COUNT X**  
**Negligent Misrepresentation**  
(Alternative to Fraud)

290. Plaintiffs reallege and incorporate by reference paragraphs 1 through 289 as though fully set forth herein.

291. In the course of Defendants' business, profession, and Festival operations, Defendants supplied false information to Plaintiffs regarding material facts, including but not limited to:

- a. Defendants' present ability and intent to pay Plaintiffs;
- b. The Festival's financial condition;
- c. The availability and status of funding; and
- d. Whether payment was contingent upon speculative future financing.

292. Defendants provided this information for the purpose of guiding Plaintiffs' decisions regarding whether to:

- a. Perform services;
- b. Advance expenses;
- c. Continue post-event work; and
- d. Refrain from immediate legal enforcement.

293. Defendants failed to exercise reasonable care or competence in obtaining or communicating accurate information regarding their financial condition and ability to pay Plaintiffs.

294. Defendants knew or should have known that Plaintiffs would reasonably rely on

Defendants' representations concerning payment and funding in deciding to perform and continue performing services.

295. Plaintiffs justifiably relied on Defendants' negligent misrepresentations by:

- a. Providing labor, services, goods, and equipment;
- b. Advancing out-of-pocket expenses;
- c. Continuing post-event administrative and operational work; and
- d. Delaying enforcement efforts.

296. Plaintiffs' reliance was reasonable under the circumstances given Defendants' positions of authority, repeated assurances, control over Festival operations, and representations of professional organization and financing.

297. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs suffered damages including unpaid compensation, unreimbursed expenses, loss of use of funds, additional uncompensated labor, and other consequential damages.

298. Defendants are liable to Plaintiffs for all damages caused by their negligent misrepresentations.

### **COUNT XI**

#### **Aiding and Abetting Fraud, Conversion, and Voidable Transfers**

(Against Defendant Whiskey's on Main and All Defendants Who Substantially Assisted)

299. Plaintiffs reallege and incorporate by reference paragraphs 1 through 298 as though fully set forth herein.

300. Defendants committed underlying tortious acts, including fraud and fraudulent misrepresentation, conversion of identifiable Festival assets and proceeds, and violations of the Idaho Uniform Voidable Transactions Act, as alleged in Counts V, VII, and VIII.

301. Defendant Whiskey's on Main, and other Defendants acting in concert, had actual

knowledge of the underlying wrongful conduct, including that:

- a. Plaintiffs and other Festival contractors had fully performed and remained unpaid;
- b. Festival assets, ticket revenues, merchandise, wine, and equipment were being retained or disposed of; and
- c. Defendants were making repeated representations tying payment to speculative future financing while continuing to control or monetize Festival assets.

302. Despite that knowledge, Defendant Whiskey's on Main knowingly and substantially assisted Defendants' wrongful conduct by, among other things:

- a. Receiving and retaining Festival-related ticket revenues, beverage proceeds, merchandise proceeds, and/or other funds;
- b. Taking possession of, using, selling, or benefitting from Festival equipment and assets, including commercial pizza ovens and food-service equipment;
- c. Facilitating or benefitting from the sale of Festival merchandise, wine, and equipment while contractor obligations remained unpaid; and
- d. Providing a vehicle through which Festival revenues and assets could be retained, transferred, or shielded from Plaintiffs.

303. Defendant Whiskey's on Main's assistance was a substantial factor in enabling Defendants to retain the benefits of Plaintiffs' labor and services while delaying, hindering, or avoiding payment.

304. Defendant Whiskey's on Main knew or reasonably should have known that its conduct would assist Defendants in breaching their obligations, misleading Plaintiffs, and impairing Plaintiffs' ability to collect amounts owed.

305. As a direct and proximate result of Defendants' aiding and abetting, Plaintiffs

suffered damages including unpaid compensation, loss of use of funds, impairment of collection rights, and other consequential damages.

306. Defendant Whiskey's on Main and all aiding Defendants are jointly and severally liable for all damages resulting from the underlying tortious conduct.

## **COUNT XII**

### **Individual Liability for Personal Participation in Tortious Conduct**

(Against Defendants Korby, Kuvvara, and Dupre)

307. Plaintiffs reallege and incorporate by reference paragraphs 1 through 306 as though fully set forth herein.

308. Under Idaho law, corporate officers and agents are personally liable for torts in which they personally participate, direct, authorize, or ratify, even when acting on behalf of a corporate entity.

309. Defendants Regina Korby, Brandon Kuvvara, and Jennifer Dupre personally participated in the wrongful conduct alleged in this Complaint, including but not limited to:

- a. Personally soliciting Plaintiffs' services and authorizing scopes of work;
- b. Making direct representations regarding payment, funding, and timing;
- c. Approving, reviewing, and retaining Plaintiffs' invoices without objection;
- d. Directing Plaintiffs to continue performing services and to refrain from enforcement;
- e. Controlling the disposition of Festival assets, merchandise, wine, and equipment;  
and
- f. Participating in or authorizing the transfer, sale, or diversion of Festival assets while Plaintiffs remained unpaid.

310. Defendants Korby, Kuvvara, and Dupre personally knew that Plaintiffs had fully

performed and that payment was overdue, yet continued to make representations tying payment to speculative future financing.

311. These Defendants personally benefitted from Plaintiffs' uncompensated labor and from the retention, sale, or use of Festival assets and proceeds.

312. Plaintiffs' claims against Defendants Korby, Kuvara, and Dupre are based on their own tortious conduct, not solely on their corporate status.

313. As a direct and proximate result of Defendants' personal participation in tortious conduct, Plaintiffs suffered damages as alleged herein.

314. Defendants Korby, Kuvara, and Dupre are personally liable for all damages resulting from their participation in fraud, conversion, voidable transfers, conspiracy, and related torts.

### **COUNT XIII**

#### **Accounting**

(Against All Defendants)

315. Plaintiffs reallege and incorporate by reference paragraphs 1 through 314 as though fully set forth herein.

316. Defendants exercised exclusive or superior control over Festival-related revenues, assets, accounts, and financial information, including ticket sales, merchandise sales, wine sales, sponsorship funds, and asset dispositions.

317. Plaintiffs lack access to complete and accurate information regarding:

- a. The total revenues generated by the Festival;
- b. The accounts through which ticket sales and other revenues were processed;
- c. The disposition of Festival merchandise, wine, equipment, and other assets; and
- d. The use of proceeds from post-Festival asset sales.

318. Defendants have failed to provide a full and accurate accounting despite repeated requests and despite knowing Plaintiffs remained unpaid.

319. The financial transactions at issue are complex, involve multiple entities and informal channels, and are peculiarly within Defendants' knowledge and control.

320. An accounting is necessary to determine:

- a. The full amount of Festival revenues generated;
- b. The assets retained, transferred, or sold by Defendants;
- c. The proceeds derived from those assets; and
- d. The extent to which such proceeds should have been applied to Plaintiffs' claims.

321. Plaintiffs have no adequate remedy at law absent a court-ordered accounting.

322. Plaintiffs are entitled to an accounting and to such further equitable relief as may be appropriate based on the results of that accounting.

#### **COUNT XIV**

#### **Breach of the Implied Covenant of Good Faith and Fair Dealing**

(Against All Contracting Defendants)

323. Plaintiffs reallege and incorporate by reference paragraphs 1 through 322 as though fully set forth herein.

324. Plaintiffs and Defendants entered into valid contracts governing Plaintiffs' provision of services and goods for the 2025 5850 Festival.

325. Every contract under Idaho law includes an implied covenant of good faith and fair dealing, requiring that neither party do anything to deprive the other of the benefits of the agreement.

326. Defendants breached the implied covenant by, among other things:

- a. Accepting Plaintiffs' full performance while failing to timely pay amounts due;

- b. Making post-performance representations designed to delay enforcement;
- c. Selectively paying certain expenses or insiders while leaving Plaintiffs unpaid;
- d. Retaining or disposing of Festival assets and proceeds instead of satisfying known contractual obligations; and
- e. Tying payment to speculative future financing not contemplated by the contracts.

327. Defendants' conduct frustrated Plaintiffs' justified expectations of timely payment and deprived Plaintiffs of the principal benefit of their contracts.

328. Defendants acted in bad faith and with knowledge that their conduct would harm Plaintiffs.

329. As a direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiffs suffered damages in amounts to be proven at trial.

#### **COUNT XV**

#### **Injunctive and Provisional Relief**

(Idaho Rule of Civil Procedure 65; Idaho Code §§ 8-501 et seq.)

330. Plaintiffs reallege and incorporate by reference paragraphs 1 through 329 as though fully set forth herein.

331. Plaintiffs have demonstrated a strong likelihood of success on the merits of their claims, including but not limited to fraud, conversion, unjust enrichment, civil conspiracy, and violations of the Idaho Uniform Voidable Transactions Act.

332. Defendants are actively winding down operations and disposing of Festival-related assets while Plaintiffs' claims remain unpaid, creating an immediate risk that Defendants will dissipate, conceal, or transfer assets beyond the reach of this Court.

333. Plaintiffs further seek issuance of a temporary restraining order, where necessary, pending hearing on a preliminary injunction, to prevent immediate and irreparable asset dissipation

before Defendants can be heard.

334. Absent injunctive relief, Plaintiffs will suffer irreparable harm, including the loss of identifiable assets, impairment of equitable remedies, and frustration of any judgment entered in this action.

335. Plaintiffs have no adequate remedy at law to prevent Defendants' ongoing asset dissipation prior to judgment.

336. The balance of hardships strongly favors Plaintiffs. An injunction would merely require Defendants to preserve assets and refrain from extraordinary transfers, while denial of injunctive relief would allow Defendants to render themselves judgment-proof.

337. The public interest favors injunctive relief to prevent fraud, protect creditors, and preserve the integrity of judicial proceedings.

338. Plaintiffs therefore seek preliminary and permanent injunctive relief prohibiting Defendants, their agents, affiliates, insiders, and related entities from transferring, selling, encumbering, concealing, or dissipating Festival-related assets, proceeds, accounts, or property outside the ordinary course of business.

339. Plaintiffs further seek an order requiring Defendants to preserve all Festival-related assets, provide an immediate accounting of assets and transfers, and give advance notice of any proposed disposition pending final judgment.

340. Plaintiffs seek such further provisional relief as the Court deems just and proper, including attachment, asset preservation orders, and appointment of a receiver if necessary to prevent continued dissipation.

## **IX. DAMAGES**

341. Plaintiffs reallege and incorporate by reference paragraphs 1 through 340 as though

fully set forth herein.

342. As a direct and proximate result of Defendants' acts and omissions, Plaintiffs have suffered substantial damages, including but not limited to:

**A. Contractual Damages**

343. Unpaid principal amounts due under written, oral, and implied contracts between Plaintiffs and Defendants.

344. Contractually authorized late fees, service charges, and interest accruing on unpaid balances pursuant to the terms of Plaintiffs' invoices, agreements, and customary business practices.

345. Damages for breach of the implied covenant of good faith and fair dealing.

**B. Statutory and Prejudgment Interest**

346. Prejudgment interest on all liquidated and ascertainable sums owed to Plaintiffs, calculated from the date each payment became due until entry of judgment, as permitted under Idaho law.

347. Statutory interest as allowed by Idaho Code, including post-judgment interest at the maximum lawful rate.

**C. Tort Damages**

348. Compensatory damages arising from Defendants' fraud, negligent misrepresentation, conversion, conspiracy, and related tortious conduct.

349. Consequential damages, including lost use of funds, carrying costs, internal financing burdens, additional uncompensated labor, administrative costs, and business disruption.

350. Damages for impairment of Plaintiffs' collection rights and increased costs caused by Defendants' delay, misrepresentations, and asset diversion.

#### **D. Restitution and Disgorgement**

351. Restitution of all benefits unjustly retained by Defendants, including labor, services, goods, equipment, and proceeds derived from Plaintiffs' performance.

232. Disgorgement of profits, revenues, and proceeds obtained by Defendants through Plaintiffs' labor, services, goods, and assets.

#### **E. Statutory Remedies**

352. All remedies available under the Idaho Uniform Voidable Transactions Act, including avoidance of transfers, attachment, injunctions, accounting, and appointment of a receiver where appropriate.

#### **F. Equitable Relief**

353. Imposition of constructive trusts and equitable liens over Festival-related assets, proceeds, merchandise, equipment, and accounts.

354. Injunctive relief prohibiting Defendants from further transferring, concealing, or disposing of Festival-related assets and proceeds.

355. An accounting of all Festival revenues, assets, transfers, and proceeds.

356. Issuance of a temporary restraining order and preliminary injunction prohibiting Defendants, their agents, affiliates, and related entities from transferring, concealing, dissipating, or disposing of Festival-related assets, proceeds, inventory, equipment, and accounts pending final judgment;

357. An order requiring Defendants to immediately preserve all Festival-related assets and records and to provide a verified accounting of all Festival revenues, assets, transfers, and dispositions;

358. An order prohibiting Defendants from dissolving, winding down, or materially

altering the structure or ownership of any Defendant entity without prior court approval;

359. Issuance of such injunctive and provisional relief without or upon minimal bond, as Plaintiffs seek only to preserve assets for adjudication and not to gain a preference over other creditors. Because Plaintiffs seek only to preserve assets and not to obtain possession or payment, any bond should be waived or set at a nominal amount;

360. Appointment of a receiver if Defendants fail to comply with asset preservation obligations or continue to dissipate assets.

#### **G. Punitive Damages**

361. Punitive damages against individual Defendants for willful, malicious, and fraudulent conduct undertaken in reckless disregard of Plaintiffs' rights, to the extent permitted under Idaho law under Motion and Order of the Court.

#### **H. Attorneys' Fees and Costs**

362. Plaintiffs' reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action, as allowed by contract, statute, equity, or other applicable law.

363. Plaintiffs reserve the right to prove additional damages at trial.

#### **X. JURY DEMAND**

364. Plaintiffs demand trial by jury on all issues so triable.

#### **XI. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants, and award the following relief:

#### **A. Compensatory Damages**

For all unpaid contractual compensation, unpaid invoices, unreimbursed expenses, and other sums due and owing to Plaintiffs, in amounts to be proven at trial;

**B. Contractual Late Fees and Interest**

For all late fees, service charges, and contractual interest accruing on unpaid balances pursuant to the terms of Plaintiffs' contracts, invoices, and customary business practices;

**C. Prejudgment and Post-Judgment Interest**

For prejudgment interest on all liquidated or ascertainable sums owed to Plaintiffs from the date each payment became due until entry of judgment, and for post-judgment interest at the maximum rate permitted by Idaho law;

**D. Tort Damages**

For compensatory and consequential damages arising from Defendants' fraud, negligent misrepresentation, conversion, civil conspiracy, and related tortious conduct;

**E. Reservation of Right to Seek Punitive Damages**

Plaintiffs expressly reserve the right to seek leave of Court, pursuant to Idaho Code § 6-1604, to amend this Complaint to assert a claim for punitive damages upon a showing that Defendants' conduct was willful, malicious, or in reckless disregard of Plaintiffs' rights;

**F. Restitution and Disgorgement**

For restitution and disgorgement of all benefits, revenues, proceeds, assets, and profits unjustly retained or obtained by Defendants through Plaintiffs' labor, services, goods, equipment, and professional contributions;

**G. Equitable Relief**

For equitable relief including, without limitation:

1. Imposition of constructive trusts and equitable liens over Festival-related assets, proceeds, merchandise, equipment, and accounts;
2. Injunctive relief prohibiting Defendants from transferring, concealing, dissipating,

or disposing of Festival-related assets and proceeds;

3. An accounting of all Festival revenues, assets, transfers, and proceeds;

**H. Statutory Remedies**

For all remedies available under the Idaho Uniform Voidable Transactions Act, including avoidance of fraudulent transfers, attachment, injunctions, accounting, and appointment of a receiver where appropriate;

**I. Attorneys' Fees and Costs**

For Plaintiffs' reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action, as allowed by contract, statute, equity, or other applicable law;

**J. Joint and Several Liability**

For judgment against Defendants jointly and severally, including against individual Defendants and affiliated entities under theories of alter ego, personal participation, conspiracy, aiding and abetting, and unjust enrichment;

**K. Such Other and Further Relief**

For such other and further legal and equitable relief as the Court deems just and proper.

DATED this 27th day of January, 2026.

TAYLOR LAW OFFICES, PLLC

*/s/ Jason K. Henderson*

\_\_\_\_\_  
Jason K. Henderson

*Attorneys for Plaintiffs*