IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.

KENNETH REEL and EMILY REEL,
individually and as the representatives
of a class of similarly-situated persons,

Plaintiff,

v.

BILLY MCFARLAND, an individual;
JEFFREY ATKINS a/k/a/ JA RULE, an
individual; FYRE MEDIA, INC., a
Delaware corporation; FYRE
FESTIVAL, LLC, a Delaware limited
liability company; 42WEST, LLC,
a Delaware limited liability company;
MATTE PROJECTS, LLC a New York
limited liability company; DOES 1-50,

Defendants.
_____/

CLASS ACTION COMPLAINT

Plaintiffs Kenneth Reel and Emily Reel, individually and as the representatives of a class of similarly-situated persons, and allege the following:

NATURE OF THE ACTION

1. This is an action for fraudulent misrepresentation, negligent misrepresentation, fraud in the inducement, breach of contract, and violation of various state consumer protection laws, which arises out of Defendants' false and misleading representations and promotion of a purportedly exclusive event known as "Fyre Festival."

2. Defendants falsely promoted Fyre Festival as a high-end, exclusive music festival on a private island featuring "the best in food, art music and adventure." Defendants went to

great lengths to reinforce this image by procuring endorsements from numerous celebrities and visually representing lavish accommodations. In short, Defendants sold tickets for a music festival of unparalleled luxury. In reality, Fyre Festival was the opposite. The event fell woefully short of what was advertised in virtually every way, in what news outlets have described as a "slow-motion fiasco."

3. Instead of world-class cuisine and entertainment, concert goers found themselves without adequate food, water, shelter, and basic medical care. Still others in route to the event found themselves stranded in Miami, Florida unsure of how to proceed or of what was occurring on the island.

4. The calamity was further complicated by the fact that Fyre Festival was organized as a cashless event, whereby attendees uploaded funds to an electronic wristband for use at the festival instead of cash. As a result, many attendees seeking to flee the event were unable to secure basic transportation from local taxis or busses, which accept only cash. To make matters worse, these uploaded funds have not yet been returned to ticket purchasers.

5. Defendants have been aware for months that the festival was dangerously under-prepared and under-equipped. Yet, they continued to promote the event and sell ticket packages anyway.

6. In fact, as the festival dates were approaching, the Fyre Defendants began to inform performers and celebrities that the festival was ill-equipped and warned them not to attend—ticketholders were given no such courtesy. Upon information and belief, the Fyre Defendants also informed the PR Defendants, yet the marketing persisted.

7. As a result, thousands of ticketholders in route to the vacation of a lifetime found themselves stranded when the event was abruptly cancelled due to inadequate preparation.

8. Not only did ticketholders shell out thousands of dollars to purchase tickets to the event, but in order to attend the event, they were required to make transportation arrangements to Miami, where festivalgoers would then board a flight to the purported private island in the Exumas. Once the event was abruptly cancelled, ticketholders were left to fend for themselves.

9. Plaintiffs bring this class action on behalf of all ticket purchasers defrauded and wronged by Defendants, and seek damages in excess of $5,000,000.00 on behalf of themselves and the class.

JURISDICTION AND VENUE

10. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28, U.S.C. § 1332(d), because this is a class action in which: (1) various members of the proposed class are citizens of states different from where Defendants are citizens; and (2) the aggregate amount in controversy exceeds $5,000,000.00, exclusive of interest and costs.

11. This Court also has supplemental jurisdiction over Plaintiff's state claims under 28, U.S.C. § 1367 because those claims derive from a common nucleus of operative facts and are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiffs and Class Members' claims occurred in the Southern District of Florida. Miami was to be the "hub." To attend the festival, all festival-goers were required to take a flight from Miami to the Bahamas. These Miami-Bahamas flight arrangements were a part of the ticket packages purchased by the Plaintiffs and the Class. Further, because all flights to the Exumas, Bahamas originated from Miami, *ticket purchasers were required to make travel arrangements to Miami as a prerequisite to festival attendance*.

Further, while the event was supposed to take place in the Bahamas, the tickets actually list the location of the event at a Florida address: Fyre Festival, 1 Ocean Drive, Fyre Cay FL, 33139.

13. This Court possesses personal jurisdiction over Defendants pursuant to § 48.193(1)(a)(1),(2),(6) and (7), Fla. Stat. because defendants: (a) operated, conducted, engaged in, or carried on a business or business venture in Florida, (b) committed the tortious act of fraud in Florida, (c) caused injury to persons or property within Florida arising out of an act or omission by the Defendants outside this state and at or about the time of the injury, Defendants were engaged in solicitation or service activities within Florida.

14. This Court also possess personal jurisdiction over Defendants pursuant to § 48.193(2), Fla. Stat. because Defendants are engaged in substantial and not isolated activity within Florida.

PARTIES

15. Plaintiff Kenneth Reel ("Kenneth") was a resident of Charlotte, North Carolina, and a citizen of the State of North Carolina at all time relevant to this action.

16. Plaintiff Emily Reel ("Emily") was a resident of Charlotte, North Carolina, and a citizen of the State of North Carolina at all time relevant to this action.

17. Upon information and belief, Defendant Billy McFarland ("McFarland") was a resident and citizen of the State of New York at all times relevant to this action.

18. Upon information and belief, Defendant Jeffrey Atkins a/k/a Ja Rule ("Ja Rule') was a resident and citizen of the State of New York at all times relevant to this action.

19. Defendant Fyre Media, Inc. ("Fyre Media") was a business entity incorporated under the laws of the State of Delaware at all times relevant to this action.

20. Defendant Fyre Festival, LLC ("Fyre LLC") was a business entity incorporated under the laws of the State of Delaware at all times relevant to this action.

21. Defendant 42West, LLC ("42West") was a business entity incorporated under the laws of the State of Delaware at all times relevant to this action.

22. Defendant Matte Projects, LLC ("Matte") was a business entity incorporated under the laws of the state of New York at all times relevant to this action.

23. The true names and capacities of Defendants sued as Does 1-50 are currently unknown to Plaintiffs. Plaintiffs are informed and believe that the Doe Defendants are legally responsible in some way for the conduct alleged herein. Upon ascertaining the Doe Defendants' identities, Plaintiffs will seek leave to amend the Complaint.

24. Plaintiff is informed and believes that Defendants sold ticket packages, ranging in price from $1,200.00 to over $100,000.00, to thousands of Class Members. Upon information and belief, these Class Members are residents and citizens of numerous States and Countries.

FACTUAL BACKGROUND

25. Fyre Festival and the luxurious experience it professed to offer was widely advertised and promoted by Defendants through an extensive marketing campaign.

26. Upon information and belief, Defendants McFarland, Ja Rule and Fyre Media, and Fyre LLC (collectively, "Fyre Defendants") hired Defendants 42West and Matte (collectively, "PR Defendants") to coordinate the Fyre Festival's marketing and advertising campaign. As explained in more detail below, the marketing campaign made numerous false and misleading representations about Fyre Festival.

27. As set forth more fully in the Pitch Deck provided to Fyre Festival investors, attached hereto as Exhibit "A," to "ignite" Fyre Festival, Defendants "compiled 400 of the most

influential personalities globally to launch a coordinated influencer marketing campaign." These influential personalities were dubbed "Fyre Starters."

28. The Fyre Starters included notable personalities such as Kendall Jenner, Emily Ratajkowski, and Hailey Baldwin, as well as many other well-known social media icons—all of whom have social media accounts with extensive followings.

29. To announce the festival, the Fyre Starters posted to their social media accounts an ambiguous orange tile. According to the Pitch Deck, this advertisement reached over 300 million people in 24 hours.

30. Other posts soon followed sensationalizing and promoting Fyre Festival as an exciting, extravagant once-in-a-lifetime event that would occur over the course of two weekends (April 28-30, 2017 and May 5-7, 2017).

31. For example, as part of the vast influencer marketing campaign, Defendants partnered with Kendall Jenner to announce the festival's first headliners, and paid her $250,000. Within five days, she amassed approximately 6 million unique impressions, leading to an exponential leap in website views and ticket purchases. The post featured models in bikinis walking along an idyllic white sand beach, and the caption of the post encouraged followers to "Get tix now" and to use Jenner's "promo code" for "VIP access for [Jenner's] followers."

32. The advertisements from the vast influencer marketing campaign were widespread and directed toward young adults in all 50 states, including Florida.

33. Almost all of the 400 influencers who shared the promotional videos and photos never noted the posts were actually advertisements—despite the fact that the Federal Trade Commission requires social media users to clearly and conspicuously disclose their relationships to brands.

34. On December 20, 2016, Plaintiff, Kenneth observed one such post on Facebook advertising a music festival to be held in the Exumas, Bahamas.

35. Since both Plaintiffs have travelled to Exuma every year for the past six years, they were ecstatic about the opportunity to attend a music festival on the island, particularly one as elaborate as the way in which the Fyre Festival was being marketed.

36. Hence, the Plaintiffs purchased tickets for the event (to be held at a private island in the Exumas) based not only upon the marketing being conducted by all of the Defendants but also upon the representations set forth in the FAQ section of Defendants' website. A copy of the FAQ section is attached hereto as Exhibit "B."

37. As set forth in the attached FAQ, the following representations indicated that the festival would comprise:

- a culinary experience catered by celebrity chefs;
- luxury eco-friendly domes and villas that will "feel just like a hotel" with the "comforts of home," a depiction of which is attached hereto as Exhibit "C";
- musical bands that will be performing day and night; with an "all star cast of performers, models, influencers, and thought leaders attending."

38. Defendants also provided a video advertisement that further underscored these representations. The video can be found at: https://www.youtube.com/watch?v=kkovBKfcSJ8

39. Specifically, the video advertisement represented that the experience would entail "[t]he best in food, art, music and adventure."

40. Plaintiff, Kenneth later realized that the person swimming in blue waters could not have been at the Exumas, as Chloe Gordon, an employee of Defendants, stated that upon

landing at the island, she was specifically "warned not to go near [the water] because of a rampant shark problem."

41. Nevertheless, based upon the marketing, these advertisements and the countless representations made by all Defendants, Plaintiffs booked the two bed "duo" with a VIP upgrade for $4,599.84. Copies of Plaintiffs' tickets are attached hereto as Exhibit "D." Additionally, since the event was a "cashless" event, Plaintiffs had to deposit $600.00 spending money onto an Account operated and maintained by the Defendants.

42. As stated in the FAQ and the tickets Plaintiffs purchased, Plaintiffs were required to first arrive in Miami before being transported to the island. In fact, the FAQ specifically states that getting to Miami will be "your only responsibility this weekend."

43. Plaintiffs lived in Charlotte, North Carolina, and therefore needed to book a flight and lodging arrangements to stay in Miami before and after visiting the island.

44. Approximately two weeks after the booking, Plaintiffs began receiving emails about the artists that would be performing, and that Plaintiffs would be contacted in the next two weeks to coordinate the private flight to the private island from Miami.

45. On Feb 10, 2017, Plaintiff, Kenneth reached out to the Fyre Defendants regarding the flights.

46. There were numerous excuses provided as to why this information was not ready (i.e., issues with customs, emails going to the wrong place, etc.). Nevertheless, the Fyre Defendants continued to assure Plaintiffs that all was going well and as planned.

47. On March 28, 2017, Plaintiffs finally received an email to book their flights from Miami to Exuma.

48. At this time, both in emails and on the Fyre Defendants' webpage, changes regarding the services began to appear.

49. No longer were the terms "private flights" to be found as they were replaced with the words "complimentary round trip ticket." News articles were also appearing that the festival may be in financial trouble; however, all Defendants kept pumping a positive spin in marketing and public relations.

50. None of the Defendants provided any indication to any ticketholders or prospective purchasers that the festival was not proceeding as planned or was behind in its development. In reality, by this point, the Fyre Defendants had not even remotely proceeded to a level of what would be considered sufficient progress to attain what was advertised. The PR Defendants, upon information and belief, were fully aware that the festival was not ready for its patrons.

51. There had been no infrastructure in place for electricity (let alone promised wifi) or sanitation.

52. The luxury domes were not being built, and instead were being replaced by tents.

53. The celebrity chefs had notified the Fyre Defendants they would not be appearing, and thus food was going to be served out of makeshift tents and included such items as bread and cheese sandwiches, side-salads, and pasta; clearly not the culinary experience that had been marketed by the PR Defendants and the Fyre Defendants.

54. Bands had notified the Fyre Defendants that they would not be appearing due to the lack of progress, none of which was reported publicly by any of the Defendants despite all Defendants' knowledge of these facts. The bands' decisions were likely based upon the fact that the Fyre Defendants had not even secured a stage for the concert.

55. There were also promises by all Defendants of security with local law enforcement, private contractors, and even the Bahamian army; none of which had been secured. In fact, there were ultimately reports of numerous festival-goers being mugged, robbed, and otherwise terrorized by locals who were otherwise met with no resistance.

56. Defendants advised the island would be "honoring American Standards for medical safety," and a "medical tent on the island with professional medical providers." This could not be further from the truth, other than the fact that there was a sign for First Aid that was located inside a garage with only boxes, chairs and a water cooler. No medical team was present.

57. Nevertheless, despite all of these deficiencies, Defendants failed to notify Plaintiffs, or any other purchasers, that there were issues with the festival moving forward.

58. In fact, Defendant Ja Rule was, or should have been well aware of these problems. In March of 2017, Ja Rule arrived for a "site visit." However most of his time was spent on a yacht based upon his Instagram posts. And upon his return from this "site visit", he no doubt shared whatever he saw (or didn't see) with the other Defendants. The marketing kept pushing forward to generate more sales and more investors.

59. Meanwhile, the event planners were attempting to put together a game plan and a budget. With so little having been prepared ahead of time, the official verdict was that it would take $50 million to pull off.

60. *Planners also began to warn that it would not be up to the standard they had advertised; something they should have known and certainly could have discovered long before the marketing began*.

61. The best idea, they said, would be to roll everyone's tickets over to 2018 and start planning for the next year immediately. They had a meeting with the executives of the Fyre Defendants to deliver the news, wherein a quote was stated, "Let's just do it and be legends, man." The PR Defendants went with it, as they had all along without conducting any reasonable due diligence.

62. The budget was approved and the concert was to proceed. Ja Rule even toasted that same evening, where it was known this festival would not be up to par, "To living like movie stars, partying like rock stars, and fucking like porn stars."

63. Defendant, McFarland also did, or should have known about these issues, but chose to proceed. This goes along with McFarland's past conduct as he has a "history of overpromising" in his previous business ventures. For example, after McFarland sold tickets to the musical *Hamilton* for $430, the tickets were cancelled at the last minute. In a complaint to the Better Business Bureau, one customer seeking a refund reported getting no response to multiple queries over a month and a half. These circumstances are the same.

64. By April 11, 2017, the Fyre Defendants' website made several changes, one of which demonstrated a posted site map that the event was not going to, in fact, take place on a private island formerly owned by Pablo Escobar, but would instead be held on Great Exuma. This immediately raised red flags to the Plaintiff, Kenneth.

65. In turn, Plaintiff, Kenneth sent the following email to the Fyre Defendants demanding a refund:

> *To Whom It May Concern:*
>
> *I am writing to express my concerns surrounding my order (order no. 47ced6fea763164a) and the event updates provided in the email below. My*

specific concerns surround the location of the event which now appears will be held on Great Exuma not on a "private island" as advertised.

As an individual that has traveled to the Exumas many times this deviation from the original marketing of the event inherently changes the value of the services that were offered at the time of purchase (purchase date 12/20/16). Specifically, Fyre Festival was advertised on your website, Facebook page, video marketing and press releases as "the unparalleled best in music, cuisine, design & hospitality ***on a private island in the Exumas****". The inference that this "private island" was call "FYRE Cay" was mentioned dozens of times. That access to "FYRE Cay" was exclusive was woven throughout your marketing including; the necessity to arrange private flights which many of us waited months to finalize, only now to find out we will* ***not*** *be flying to a private island as advertised and it will* ***not*** *be on a private flight, but we will in fact be flying in to an international airport located on the main/non-exclusive island of Great Exuma. To reiterate, Great Exuma is accessed everyday by commercial airline carriers such as Delta and American Airlines and is by no means "private". Additionally, I believe the recent changes detailed in your email below and on your website indicate that you know this is not a "private island" experience, as you are now marketing it as "private land", accessed by a flight in to an international airport via 737 and motor coach. As mentioned these changes inherently change the value of the services being offered at the time of purchase. As a result I am requesting a* ***refund****.*

In making this refund request I am filled with disappointment that the event you marketed is not going to take place. The Exumas are a wonderful place, especially when you have a chance to stay on one of the many private cays that make up the Exuma Archipelago. However, marketing the event to be held on a private island when in fact it will take place on a defunct landholding which is semi-industrial/manmade is extremely misleading. I could continue to dissect your marketing providing several other areas of concern which appear to be clear misrepresentations specifically designed to mislead prospective buyers but we both know the event is ultimately ***not*** *what is was marketing as. Furthermore, I have read your FAQs and are familiar with your "no refund" policy however such policies are generally void on the legal basis that "advertisement that is likely to mislead a reasonable consumer acting reasonably under the circumstances" amounts to false advertising and/or deceptive business practices for which damages can be rewarded.*

I don't feel it is necessary to state my whole case as the facts I have pointed to should be enough to grant a refund. Furthermore I would appreciate a peaceful

> *and amicable resolution to this matter without the need for further escalation. I would appreciate a timely response in the next 72 hours regarding my refund request and I appreciate your attention to this matter. Thank you.*

A copy of the E-mail is attached hereto as Exhibit "E."

66. The Fyre Defendants completely ignored the well-articulated request for a refund.

67. After not receiving a response, coupled with almost daily updates regarding the progress being made (or not made) at the event, Plaintiffs, not wanting to lose the purchase price of their tickets, had no choice but to attempt to attend.

68. However, Plaintiffs booked alternate sleeping arrangements at a hotel on the island due to the expected deficient lodging. Plaintiffs spent an additional $1,040.00 at Grand Isle Resort and Spa, a property close to the festival location.

69. On April 28, 2017, Plaintiff, Kenneth boarded his flight to Miami to meet with some friends before the trip to Exuma. Plaintiff, Emily would fly down later in the week.

70. At that exact time, news of the event was starting to break, which was even worse than Plaintiffs had expected.

71. Yet, the Fyre Defendants were still emailing at that time that the event was proceeding forward, and that the kinks would be worked out.

72. By the time Plaintiff, Kenneth landed in Miami, the event was shut down.

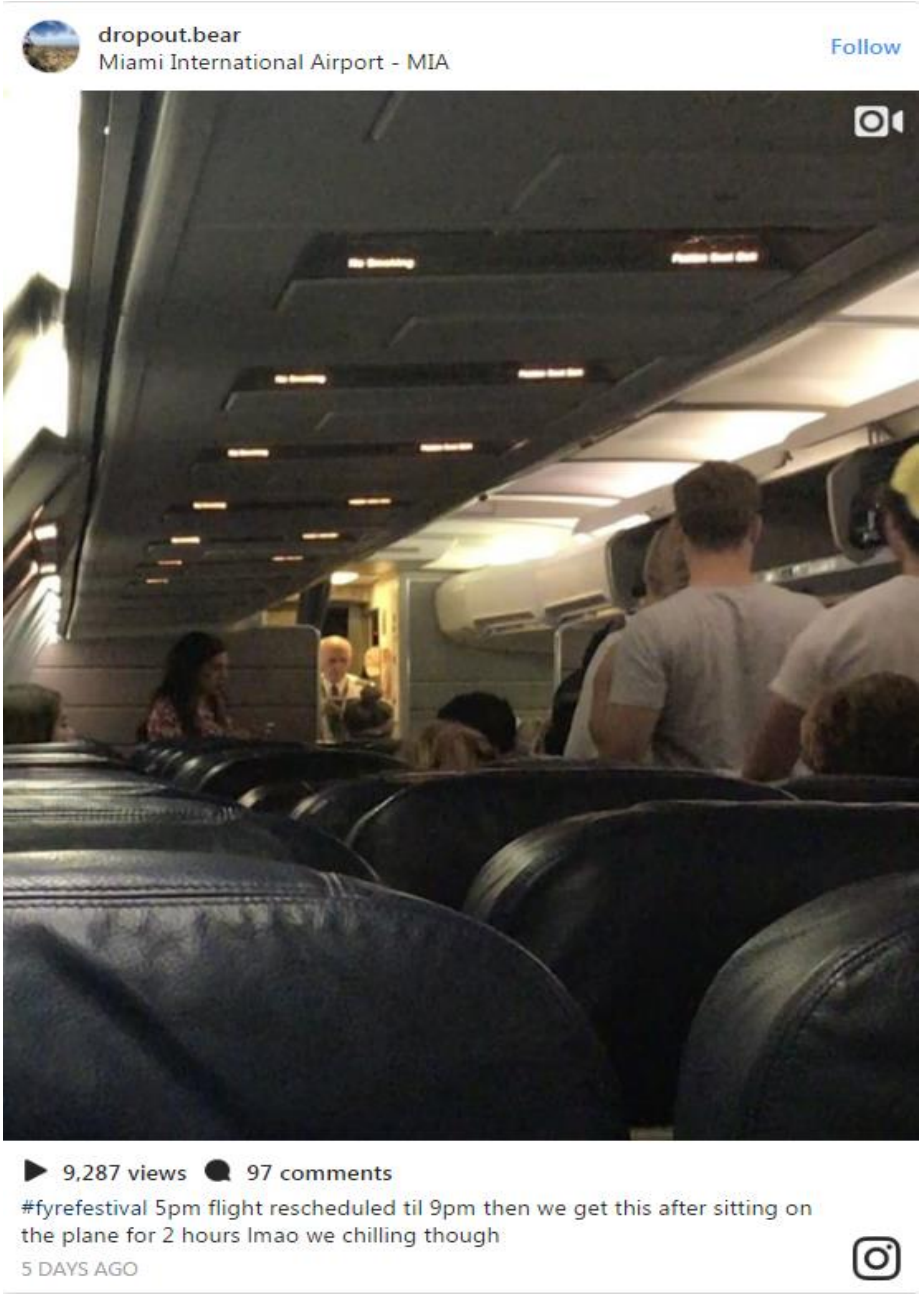
73. Various posts on social media soon began to surface proving that Fyre Festival was nothing as marketed, advertised or represented by any of the Defendants:

Concierge
William N. Finley IV
@WNFIV
Follow
This sums up Fyre Festival. #fyre #fyrefestival #fyrefest
9:54 PM - 27 Apr 2017
423
974

William N. Finley IV
@WNFIV
Follow
Expectation vs. Reality#fyre #fyrefestival
11:23 PM - 27 Apr 2017
1,238
3,052

74. Other posts demonstrate that the advertised fine-dining was in reality nothing more than poor-quality cafeteria food:

75. Still other posts demonstrate the plight of ticketholders stranded in Miami:



76. Moreover, within a few hours after the actual festival began, the PR Defendants and those same Fyre Starters who scammed their followers into buying tickets, quickly started deleting their promotional posts.

77. Ultimately, the entire festival was cancelled leaving not just the festival-goers in the Bahamas scrambling, but the second week attendees scrambling as well. Considering all

attendees of the second weekend were required to be in Miami, all of the attendees of the second weekend (outside of those that may live in South Florida) had airline tickets and hotel lodging in Miami that were now useless. This left Plaintiffs in a position of having to attempt to immediately adjust their schedules and travel arrangements based upon flights back to North Carolina, lodging requirements in South Florida, and other financial losses.

78. The ticketholders, however, were not the only ones scrambling, as Ja Rule immediately posted that this "is NOT MY FAULT" in an attempt to distance himself from the situation.

Public Relations Defendants Allegations

79. As set forth above, Fyre Festival was nothing as advertised.

80. The PR Defendants knew or should have known that their advertisements and promotions of Fyre Festival were false and likely to mislead consumers. The campaign described above that they set in motion was, at bottom, a reckless disregard for reality and at worse, a blatant falsity.

81. Indeed, the PR Defendants worked closely with the Fyre Defendants from the beginning. Upon information and belief, the PR Defendants created the marketing, promotions and branding for the festival.

82. The PR Defendants were well-aware that their advertisements and promotion of the Fyre Festival would reach and influence millions of people; that was their plan. Yet it appears that they did not take any steps, let alone reasonable steps, to ensure that their promotional materials and marketing campaigns were accurate.

83. Even basic due diligence would have revealed that the Fyre Festival could not possibly live up to the hype, as basic infrastructure was not even in place. And, upon

information and belief, the PR Defendants did nothing to ensure that what they were marketing, and in turn what people were relying upon in purchasing tickets, was or even could be true.

84. And, in spite of the clear warning signs leading up to the first weekend of the festival, the PR Defendants continued to promote and advertise in the same manner.

85. Ultimately through the actions of the PR Defendants, and others, thousands of consumers who paid thousands of dollars to attend the Fyre Festival were blatantly (or recklessly) mislead. This was certainly going to be a once in a lifetime experience, just not the experience represented by the Defendants.

Refund Allegations

86. In an attempt to pacify disgruntled ticket purchasers, on April 29, 2017, the Fyre Defendants issued an apology letter indicating that "[a]ll festival goers this year will be refunded in full." A copy of the letter is attached hereto as Exhibit "F."

87. On April 30, 2017, ticket purchasers were sent an email entitled "Fyre Festival Refund Information." A copy of the email is attached hereto as Exhibit "G."

88. The email contains a link where the consumer can "apply" for a refund—notably there is no guarantee that a refund will actually be provided.

89. Ticket purchasers are then required to fill out a lengthy 18-question application form—which is the only way by which consumers can "apply" for a refund. A copy of the application form is attached hereto as Exhibit "H."

90. Notably, the refund request form deceptively fails to advise ticket purchasers of their right to counsel, and it fails to inform that they may be entitled to damages beyond the face value of the ticket. Specifically, ticket purchasers were required to make transportation

arrangements to Miami as prerequisite to concert attendance—and there is no indication that these expenses will be reimbursed.

91. And while the form asks whether a consumer added funds to the RFID wristband, there is no indication that these funds will actually be included in the refund. Indeed, the form notably does not ask any questions about how these funds were uploaded and it does not request any information about how to return these funds (i.e., no bank account information is requested).

92. There is no indication whether claimants will ultimately be asked to sign a release of claims in order to receive the applied-for refund.

93. Moreover, the refund request form is deceptive in that it fails to advise consumers which refund requests will be "approved" or by what criteria such approval determinations are made, leaving ticket purchasers unsure of whether they will actually receive any money.

94. Further, once the application is submitted, nothing happens. Ticket purchasers just receive a "Thank you page." They are not provided with a confirmation or request tracking number; as such, there is no way for consumers to track the status of their application.

95. This refund "application" is nothing more than an attempt to save face. The Defendants should have information on each purchaser, and should not require an "application" be completed simply to receive the refund. In short, apparently the Defendants will keep any funds that have not had a refund applied for while at the same likely demand full releases.

96. As for those individuals who elected to speak negatively about the Defendants on social media, they are now being threatened with legal action via cease and desist letters. Specifically, if the social media comments were not taken down, the Defendants claim they could "incite violence, rioting, or civil unrest," with the caveat that if "someone innocent does get hurt as a result … Fyre Festival will hold you accountable and responsible."

97. The vague and deceptive refund "application" is just another illusory promise by Defendants designed to mislead distressed ticketholders.

CLASS ALLEGATIONS

98. Plaintiffs bring this lawsuit as a class action on behalf of themselves and on behalf of all other persons similarly situated as members of the proposed Class pursuant to the provisions of Fed. R. Civ. P. 23(a), (b) and (c)(5). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

99. The proposed Classes are defined as follows:

Nationwide Class

All persons or entities that purchased a Fyre Festival 2017 ticket or package or that attended, or planned to attend, Fyre Festival 2017.

North Carolina Subclass

All Fyre Festival 2017 ticketholders whose tickets were purchased in North Carolina.

100. Excluded from the Nationwide Class and Subclass are Defendants and their subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and any immediate family members thereof. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded, divided into additional subclasses, or modified in any other way.

Numerosity

101. The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiffs at this time,

and can only be ascertained through appropriate discovery, Plaintiffs believe that there are approximately 40,000 persons who purchased tickets to Fyre Festival.

Commonality and Predominance

102. There are questions of law and fact common to the Class and predominate over any questions impacting only individual members of the class. The common questions of law and fact include, without limitation, the following:

- Whether Defendants misrepresented material facts about Fyre Festival;
- Whether Defendants acted knowingly or recklessly in making such misrepresentations;
- Whether Defendants acted negligently in making such misrepresentations;
- Whether the Fyre Defendants breached their contracts with ticket purchasers;
- Whether Defendants engaged in an unfair and deceptive practice when making representations about Fyre Festival;
- Whether Defendants' commercial advertising or promotion, misrepresented the nature, characteristics, or qualities of Fyre Festival.

Typicality

103. Plaintiffs' claims are typical of the claims of the Class members. Plaintiffs, like all Class members, purchased tickets to Fyre Festival. The representative Plaintiffs, like all Class members, were damaged by Defendants' misconduct in that they have suffered damages as a result of their purchase of the Fyre Festival tickets. Further, the factual bases of Defendants' misconduct are common to all Plaintiffs and represent a common thread of misconduct resulting in injury to all Class members.

Adequacy

104. Plaintiffs are members of the Classes and will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs have no interest that is adverse to the interests of the other Class Members. Additionally, Plaintiffs have retained counsel with

substantial experience in complex commercial and class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Classes.

Superiority

105. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, most Class members would likely find the cost of litigating their claims prohibitively high and would have no effective remedy at law. Moreover, Class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation because class treatment will conserve the resources of the courts and the parties, and will promote consistency and efficiency of adjudication.

MISCELLANEOUS

106. All conditions precedent to bringing this action have occurred or have been waived.

107. Plaintiffs retained counsel and are obligated to pay counsel reasonable attorneys' fees and costs.

COUNT I – FRAUDULENT MISREPRESENTATION

(against Fyre Defendants)

108. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

109. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class.

110. As set forth above, Defendants made several false representations of material fact with regard to Fyre Festival.

111. Specifically, Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami

to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging.

112. These representations were false.

113. Defendants knew these representations were false and intended that the representations would induce the consuming public, including Plaintiffs and the Class, to act on these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

114. In reliance on Defendants' representations, Plaintiffs and the Class purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

115. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

116. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(a) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(b) award Plaintiffs and the Class the cost of this action;

(c) award Plaintiffs and the Class prejudgment interest;

(d) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT II – FRAUDULENT MISREPRESENTATION

(against PR Defendants)

117. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

118. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class

119. PR Defendants were responsible for managing Fyre Festival's marketing campaign, as well as creating and distributing its marketing and advertising materials.

120. As set forth above, through the advertising and promotional materials, PR Defendants made several false representations of material fact with regard to Fyre Festival.

121. Specifically, through their advertisement and promotional materials, PR Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging.

122. These representations were false.

123. PR Defendants knew or should have known that these representations made in the advertising and promotional materials were false and the PR Defendants intended that the representations would induce the consuming public, including Plaintiffs and the Class, to act on

these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

124. In reliance on the representations made in PR Defendants' advertising and promotional materials, Plaintiffs and the Class purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

125. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

126. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(e) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(f) award Plaintiffs and the Class the cost of this action;

(g) award Plaintiffs and the Class prejudgment interest;

(h) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT III – NEGLIGENT MISREPRESENTATION

(against Fyre Defendants)

127. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

128. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class.

129. As set forth above, Defendants made several false representations of material fact with regard to Fyre Festival.

130. Specifically, Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging

131. These representations were false.

132. Defendants were negligent in making the representations because they should have known the representations were false.

133. Defendants intended for the representations to induce the consuming public, including Plaintiffs and the Class, to rely on these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

134. Plaintiffs and the Class justifiably relied on Defendants' misrepresentations and purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

135. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

136. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also

incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(i) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(j) award Plaintiffs and the Class the cost of this action;

(k) award Plaintiffs and the Class prejudgment interest;

(l) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT IV – NEGLIGENT MISREPRESENTATION

(against PR Defendants)

137. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

138. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class

139. PR Defendants were responsible for managing Fyre Festival's marketing campaign, as well as creating and distributing its marketing and advertising materials.

140. As set forth above, through the advertising and promotional materials, PR Defendants made several false representations of material fact with regard to Fyre Festival.

141. Specifically, through their advertisement and promotional materials, PR Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the

event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging

142. These representations were false.

143. PR Defendants were negligent in making the representations in the advertising and promotional materials because they should have known the representations were false.

144. PR Defendants intended for the representations to induce the consuming public, including Plaintiffs and the Class, to rely on these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

145. Plaintiffs and the Class justifiably relied on PR Defendants' misrepresentations and purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

146. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

147. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(m) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(n) award Plaintiffs and the Class the cost of this action;

(o) award Plaintiffs and the Class prejudgment interest;

(p) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT V – FRAUD IN THE INDUCEMENT

(against Fyre Defendants)

148. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

149. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class.

150. As set forth above, Defendants made several false representations of material fact with regard to Fyre Festival.

151. Specifically, Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging.

152. These representations were false.

153. Defendants knew or should have known the representations were false.

154. Defendants intended for the representations to induce the consuming public, including Plaintiffs and the Class, to rely on these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

155. Plaintiffs and the Class justifiably relied on Defendants' misrepresentations and purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

156. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

157. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(q) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(r) award Plaintiffs and the Class the cost of this action;

(s) award Plaintiffs and the Class prejudgment interest;

(t) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT VI – FRAUD IN THE INDUCEMENT

(against PR Defendants)

158. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

159. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class

160. PR Defendants were responsible for managing Fyre Festival's marketing campaign, as well as creating and distributing its marketing and advertising materials.

161. As set forth above, through the advertising and promotional materials, PR Defendants made several false representations of material fact with regard to Fyre Festival.

162. Specifically, through their advertisement and promotional materials, PR Defendants represented, *inter alia*, that: (1) the event would take place on a private island in the Exumas, Bahamas, (2) guests would take private jets from Miami to the festival, (3) the event would include high-end cuisine, (4) the event would include complimentary WiFi, (5) that private contractors and the Bahamian army would be providing security for the event, and (6) the event would feature popular musicians and celebrities, (7) there would be sufficient medical treatment, (8) there would be ocean/swimming activities, and (9) there would be luxury lodging

163. These representations were false.

164. PR Defendants were negligent in making the representations in the advertising and promotional materials because they should have known the representations were false.

165. PR Defendants intended for the representations to induce the consuming public, including Plaintiffs and the Class, to rely on these representations and purchase tickets to Fyre Festival and incur other related expenses in order to attend the festival.

166. Plaintiffs and the Class justifiably relied on PR Defendants' misrepresentations and purchased tickets to Fyre Festival and incurred a number of other expenses in order to attend the festival, including transportation and accommodation expenses.

167. Plaintiffs and the Class were consequently injured when Fyre Festival was abruptly cancelled due to under-preparation and inadequate facilities.

168. In addition to the expenses incurred by Plaintiffs and the Class in order to attend the festival, such as transportation and accommodation expenses, Plaintiffs and the Class also

incurred damages in the form of expenses form of last-minute alternate accommodations necessitated by Fyre Festival's abrupt cancellation and inadequate facilities.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(u) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, and punitive damages;

(v) award Plaintiffs and the Class the cost of this action;

(w) award Plaintiffs and the Class prejudgment interest;

(x) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT VII – BREACH OF CONTRACT

(on against Fyre Defendants)

169. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

170. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class.

171. Plaintiffs and the Class purchased tickets to Fyre Festival, and thereby entered into a contract with Defendants to provide a luxury festival experience in exchange for payment.

172. In consideration for Defendants' promise to provide a festival on a private island featuring popular musical talent, celebrities, high-end cuisine, lavish accommodations, and security, Plaintiffs and the Class paid Defendants substantial sums of money.

173. Defendants breached the contract by having the event take place on Great Exuma, instead of a private island, by failing to provide the promised musical acts and celebrities, by failing to provide high-end cuisine, lavish accommodations, security, and by ultimately cancelling the event.

174. After Defendants failed to preform, Plaintiffs and the Class incurred substantial expenses to secure alternate accommodations, travel arrangements and suffered other damages.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(a) enter judgement against Defendants for damages including compensatory damages, consequential damages, special damages, restitution damages, and reliance damages;

(b) award Plaintiffs and the Class the cost of this action;

(c) award Plaintiffs and the Class prejudgment interest;

(d) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT VIII – VIOLATION OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT, § 501.201, et seq. Fla. Stat.

(against all Defendants)

175. The allegations contained in paragraph 1-107 are hereby re-alleged as if fully set forth herein.

176. Plaintiffs bring this claim for themselves and on behalf of the Nationwide class.

177. Plaintiffs and the Class qualify as "consumer[s]" as defined in § 501.203 Fla. Stat.

178. The subject transactions qualify as "trade or commerce" as defined in § 501.203 Fla. Stat.

179. In violation of § 501.204 Fla. Stat., Defendants engaged in deceptive and unfair trade practices, including unconscionable acts or practices, by falsely representing in their advertising and promotional materials that they would provide consumers with a festival on a private island featuring popular musical talent, celebrities, high-end cuisine, lavish accommodations, and security.

180. Defendants continued to make such representations despite knowing that they could not deliver as promised.

181. Defendants' conduct constitutes a deceptive practice because it was likely to mislead consumers.

182. Defendants' conduct constitutes an unfair practice because it offends established public policy and is immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers.

183. Defendants' false and misleading representations in their advertising and promotional materials caused substantial injuries to Plaintiffs and the Class.

184. As a result of Defendants' unfair and deceptive practices, Plaintiffs and the Class have suffered substantial actual damages.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(a) enter judgement against Defendants;

(b) award Plaintiffs and the Class their actual damages pursuant to § 501.211;

(c) award Plaintiffs and the Class injunctive relief pursuant to § 501.211;

(d) award Plaintiffs and the Class their attorneys' fees and costs pursuant to § 501.2105;

(e) award Plaintiffs and the Class prejudgment interest;

(f) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

COUNT IX – VIOLATION OF N.C. Gen. Stat. § 75-1.1

(against all Defendants)

185. The allegations contained in paragraph 1-107 re hereby re-alleged as if fully set forth herein.

186. Plaintiffs bring this claim for themselves and on behalf of the North Carolina Class.

187. In violation of N.C. Gen. Stat. § 75-1.1, Defendants engaged in an unfair and deceptive act or practice by falsely representing in their advertising and promotional materials that they would provide consumers with a festival on a private island featuring popular musical talent, celebrities, high-end cuisine, lavish accommodations, and security, when in fact, no such services were provided.

188. Defendants' conduct is unfair and deceptive because it has the capacity or tendency to deceive the average consumer, and in fact, did deceive Plaintiffs and the Class into believing that Fyre Festival would take place on a private island and feature popular musical talent, celebrities, high-end cuisine, lavish accommodations, and security.

189. Defendants' conduct was in connection with a business activity; therefore, Defendants' conduct was in or affected commerce.

190. Defendants' unfair and deceptive practices proximately caused Plaintiffs and the Class have suffered substantial actual damages.

191. Moreover, Defendants' willfully engaged in the act or practice, and there was an unwarranted refusal by Defendants to fully resolve the matter.

WHEREFORE, Plaintiffs and the Class respectfully request the Court:

(a) enter judgement against Defendants;

(b) award Plaintiffs and the Class their actual damages;

(c) award Plaintiffs and the Class treble damages pursuant to N.C. Gen. Stat. § 75-16

(d) award Plaintiffs and the Class their attorneys' fees and costs pursuant to N.C. Gen. Stat. § 75-16.1;

(e) award Plaintiffs and the Class prejudgment interest;

(f) award Plaintiffs and the Class such other and further relief as this Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiffs and the Class hereby demand trial by jury on all issues so triable.

DATED: May 5, 2017

Respectfully Submitted,

GREENSPOON MARDER, P.A.

By: */s/ Jeffrey Backman*_____
JEFFREY A. BACKMAN
(Fla. Bar. No. 662501)
Jeffrey.Backman@gmlaw.com
RACHEL E. WALKER
(Fla. Bar No. 0111802)
Rachel.walker@gmlaw.com
GREENSPOON MARDER, P.A.
200 E. Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301
954-491-1120 (telephone)
954-343-6958 (facsimile)

and

LAW OFFICES OF LEVY & LEVY, P.A.

By: */s/ Chad Levy*_____
CHAD E. LEVY, ESQ.

(Fla. Bar. No. 0851701)
Email: chad@levylevylaw.com
Service Email: assistant@levylevylaw.com
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)* **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

KENNETH REEL and EMILY REEL,

(b) County of Residence of First Listed Plaintiff Mecklenburg, NC
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Levy & Levy, P.A., 1000 Sawgrass Corporate Parkway, Suite 88
Sunrise, Florida 33323, Telephone: (954) 763-5722

DEFENDANTS

BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

(d) Check County Where Action Arose: ☑ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☐ 1 U.S. Government Plaintiff
☐ 3 Federal Question *(U.S. Government Not a Party)*
☐ 2 U.S. Government Defendant
☑ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff) (For Diversity Cases Only) and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☑ 2	☑ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☑ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☐ 440 Other Civil Rights
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 448 Education

PRISONER PETITIONS
Habeas Corpus:
☐ 463 Alien Detainee
☐ 510 Motions to Vacate Sentence
Other:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition
560 Civil Detainee – Conditions of Confinement

FORFEITURE/PENALTY
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 375 False Claims Act
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodities/ Exchange
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*
☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district *(specify)* ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) *(See instructions):* a) Re-filed Case ☐YES ☑NO b) Related Cases ☐YES ☑NO
JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause *(Do not cite jurisdictional statutes unless diversity)*:
Class Action Fairness Act, 28, U.S.C. § 1332(d)
LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: ☑ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23 **DEMAND $** 5,000,000.00 CHECK YES only if demanded in complaint: **JURY DEMAND:** ☑ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE 5/5/17 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ IFP _____ JUDGE _____ MAG JUDGE _____

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* BILLY MCFARLAND
c/o Fyre Media, Inc
1209 ORANGE ST
WILMINGTON, DE 19801
Attn: CORPORATION TRUST CENTER, Registered A

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Jeffrey Atkins p/k/a Ja Rule
c/o Fyre Media, Inc
1209 ORANGE ST
WILMINGTON, DE 19801
Attn: CORPORATION TRUST CENTER, Registered Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

FYRE MEDIA, INC.
1209 ORANGE ST
WILMINGTON, DE 19801
Attn: CORPORATION TRUST CENTER, Registered Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

FYRE FESTIVAL, LLC
c/o CORPORATION TRUST CENTER, Registered Agent
1209 ORANGE ST
WILMINGTON, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

42 WEST, LLC
2711 CENTERVILLE RD SUITE 400
WILMINGTON, DE 19808
Attn: CORPORATION SERVICE COMPANY, Registered Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

MATTE PROJECTS, LLC
155 POWERS STREET #2D
BROOKLYN, NEW YORK, 11211
C/O MAX POLLACK & BRETT KINCAID, PARTNERS, Registered Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KENNETH REEL and EMILY REEL, *Plaintiff*	)	
v.	)	Civil Action No.
BILLY MCFARLAND, JEFFREY ATKINS a/k/a/ JA RULE, FYRE MEDIA, INC., et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

DOES 1-50
1209 ORANGE ST
WILMINGTON, DE 19801
Attn: CORPORATION TRUST CENTER, Registered Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Law Offices of Levy & Levy, P.A.
1000 Sawgrass Corporate Parkway, Suite 588
Sunrise, Florida 33323
Telephone: (954) 763-5722
Facsimile: (954) 763-5723

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

FYRE

BY ACCEPTING THIS PRIVATE PLACEMENT MEMORANDUM ("PPM"), YOU, THE OFFEREE SHALL KEEP IN CONFIDENCE THE CONTENTS OF THIS PPM AND THE CONTENTS OF ANY AND ALL ATTACHMENTS. INFORMATION HEREIN SHALL ONLY BE SHARED WITH THE OFFEREE'S ACCOUNTING AND LEGAL COUNSEL.

CONFIDENTIALITY

No person has been authorized to give any information or to make any representations in connection with the offer made by this Private Placement Memorandum. If any person has been authorized to give any information or make any representations other than those contained in this Private Placement Memorandum, then if given or made such information or representations must not be relied upon.

This Private Placement Memorandum does not constitute an offer to sell or solicitation of an offer to buy in any jurisdiction in which such offer or solicitation is unlawful or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this Private Placement Memorandum nor any sale made hereunder shall under any circumstances create an implication that there has been no change in the affairs of our company since the date hereof.

FYRE

FYRE DEFINES HOW WE ENGAGE AUDIENCES, CONSUME MEDIA AND SHARE CONTENT BY

Understanding that today's cohort interacts, engages and follows a new generation of role models who are defining today's culture, the FYRE platform changes the way how they interact with their fans, followers and brands.

THE PROBLEM

RECORDED MUSIC REVENUE IS UNDER PRESSURE.

[illegible]

with rising ticket prices and increasing attendance. Fans seek more meaningful connections to talent through live events and social. Talent seek to increase their engagement with fans.

Accessing talent is a mystifying, inefficient, and inconsistent process. there is no platform that allows buyers to connect with talent through one platform, submitting offers, negotiating and processing payment, end-to-end

FYRE

FYRE REMOVES THE FRICTION TO SECURING TALENT

MUSICIANS

ATHLETES

MODELS

INFLUENCERS

TALENT NETWORK

JAMIE FOXX

QUEEN LATIFAH

IGGY AZALEA

LIL WAYNE

DJ KHALED

JESSE JO STARK

LIL WAYNE, DJ KHALED, ANTONIO PIERCE, JAMIE FOXX,
QUEEN LATIFAH, AND HUNDREDS OF OTHER NOTABLE ARTISTS, ATHLETES AND INFLUENCERS.

FOR BUYERS & TALENT

BUYERS

Quickly submit and negotiate offers, and finalize payments

TALENT

Evaluate, negotiate and accept offers

BUYERS & TALENT

More bookings and connections between talent and buyers facilitated than ever before.

WITHIN THE FYRE PLATFORM

FYRE STREAMLINES THE BOOKING PROCESS FOR BUYERS, FACILITATING MORE TRANSACTIONS.

FYRE MAXIMIZES TALENT EARNINGS BY EXPOSING THEIR AVAILABILITY TO QUALIFIED TALENT BUYERS AND VENUES.

FYRE ASSESSES A 10% FEE TO BUYERS AND DOES NOT TAKE A COMMISSION FROM TALENT ON BOOKINGS

"

FOR SEARCHING IS THE FOUNDATION

"

WHAT IF WE
WHAT IT MEANS TO
ATTEND
?

THE ACTUAL EXPERIENCE EXCEEDS ALL EXPECTATIONS AND IS SOMETHING THAT'S HARD TO PUT TO WORDS.

IT WILL IGNITE THAT TYPE OF ENERGY, THAT TYPE OF POWER IN OUR GUESTS.

OUR VISION

Throughout the next five years, we will traverse the globe to find untouched lands and convert them into unparalleled experiences. Fyre will work to bring life to each region. Through the purchase of significant land, we will utilize the each festival as a major cultural event to bring awareness, visitors and livelihood to the land.

OVERVIEW

Fyre Festival leverages our global access to talent and our understanding of the millennial demographic to create

Fyre Festival is a rich experience that embodies our quest to connect a diverse set of influencers.

For two weekends in April and May, the curious and adventurous come together on a private **Exuma island**.

Fyre Festival will feature **music** from the greatest talents in the world, **immersive experiences** through art, theatre, and a weekend long **treasure hunt**, as well as **informative discussions** with some of the brightest minds in the world. Fyre will be defined by its ability to connect the ultimate in a tasteful experience.

WELCOME
TO
FE VAL
CLICK TO VIEW

SUMMARY

These weekends go beyond the beauty of a remote beach, its vast landscape and perfect waters.

FYRE

TWO WEEKENDS | 40,000 GUESTS | THE EXUMAS

HEADLINERS

G.O.O.D. MUSIC

MAJOR LAZER

DISCLOSURE
(DJ SET)

Fyre Cay, Exumas

April 28th - 30th 2017

+

May 5th - 7th 2017

FYRE $TARTER$

FYRE STARTERS

coordinated influencer marketing campaign

300mm people in 24 hours

THESE AMBASSADORS STAND AS PART OF, AND REPRESENTATIVE OF, THE FYRE TRIBE.

key personalities

Kendall Jenner

Emily Ratajkowski

Bella Hadid

Chiara Ferragni

Hailey Baldwin

Rocky Barnes

Alessandra Ambrosio

Nick Bateman

Yovana Ventura

Bella Thorne

Marcus Butler

Elsa Hosk

Jen Selter

Paulina Vega

FYRE STARTERS

Ashanti

Anastasia Karanikolaou

Sammy Wilk

Julia Kelly

Bryana Holly

Chanel Iman

Anastasia Ashley

Helen Owen

Lais Ribeiro

Carmela Rose

Kyra Santoro

Shanina Shaik

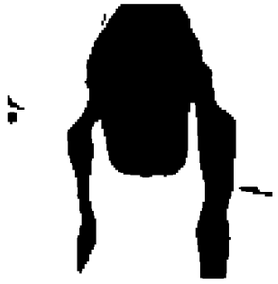
Nicole Williams

Rose Bertram

Steven Kelly

Soo Joo

Joy Corrigan



Hannah Ferguson

Juliana Herz

Marina Laswick

Gizele Oliveira

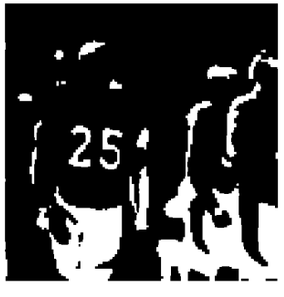
FYRE STARTERS

Daniela Lopez

Nadine Leopold

Cindy Prado

Ryan Leslie



Chris Harris Jr.

Delilah Belle

Keilah K

Duckie Thot

Chris Johnson

Joe Weir

Anna Herrin

Stize Mioc.c

Brooks Nader

Tatiana Dieteman

FYRE STARTERS

Lizzy Adler

Cassie Brown

Maggie Rawlins

Heidy De La Rosa

Alina Baikova

Marshall Faulk

Aisha Atkins

Corey Liuget

Natalia Borges

Brittany Atkins

Ania C

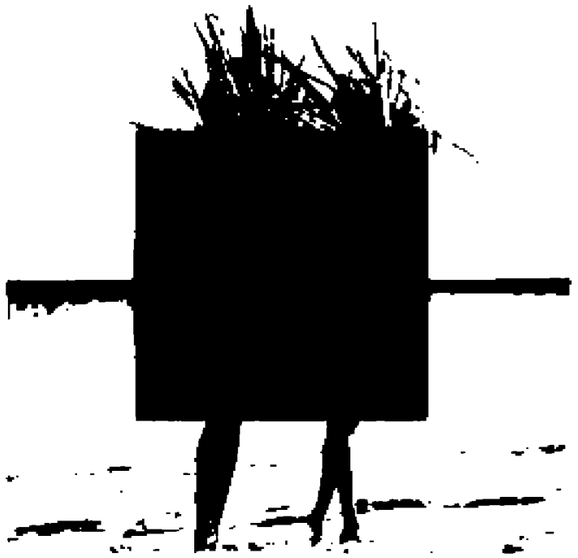
Anggie Bryan

Alan Levva

Brandon Flowers

FYRE STARTERS

6 MILLION UNIQUE IMPRESSIONS



WHAT THE PRESS IS SAYING

Fyre Festival's influencer outreach marketing campaign enabled the brand to garner an extraordinary amount of press, amassing a

total of 300 mm social media views 1.5mm media impressions in the 48 hours after launch.

VOGUE ELLE COSMOPOLITAN Esquire BAZAAR

InStyle TMZ Sports Illustrated POPSUGAR. GLAMOUR

PLAYBOY FOX NEWS

'Is Fyre Festival The New Coachella?'

'Fyre Festival looks set to be the biggest fomo-inducing event of 2017'

'Think Coachella x 1000 and you're still not even close.'

'This Mysterious New Festival Is the next BIG destination event'

'What I discovered was the Fyre Festival. A music, art and food festival taking place on the private island of Fyre Cay in the Exumas, Bahamas. '

'The viral marketing campaign pulled me in but the promise of a life changing experience hooked me.'

'Fyre Festival is not your typical festival experience.'

300MM

SOCIAL IMPRESSIONS

1.5MM

MEDIA IMPRESSIONS

EXPECTING 100% SELL OUT
BY MARCH 31ST

SECURING

PARTNERS AND
SPONSORS

Sponsorship is a key revenue stream for Fyre Festival.

Our 360 methodology allows to capture brand revenue in a unique manner

Understand Brand Goals

Ideate

Conceptualize

Execute

PENDING PARTNERSHIPS

OUR PENDING PARTNERS INCLUDE:

PENDING

PENDING

PENDING

PENDING

PENDING

CONFIRMED

CONFIRMED

CONFIRMED

LAND OWNERSHIP

Fyre has been given $8.4mm of market value land on Black Point, Exuma in exchange for hosting the festival and advertising the island.

FINANCIALS

RAISE

WE'VE CRAFTED A TEAM OF ROCKSTARS TO SPREAD FYRE.

Combined we've sold

60MM RECORDS WORLDWIDE

Amassed

DECADES OF EXPERIENCE IN THE MUSIC AND ENTERTAINMENT INDUSTRY

Founding three other companies and have worked at top companies including

GOOGLE, NIKE, HELMUT LANG, AND BREATHER

[illegible]

FOUNDERS

BILLY MCFARLAND

JA RULE

THE FYRE SQUAD

MDAVID LOW

GRANT MARGOLIN

MARK NAUROTH

JASON VE

MICHAEL CICCARELLI

SHIYUAN DENG

SHERIDAN LOW

HO WILKERSON

NYLA COFFIE

IAN BROWNE

SAMUEL KROST

GRACIE LUNDELL

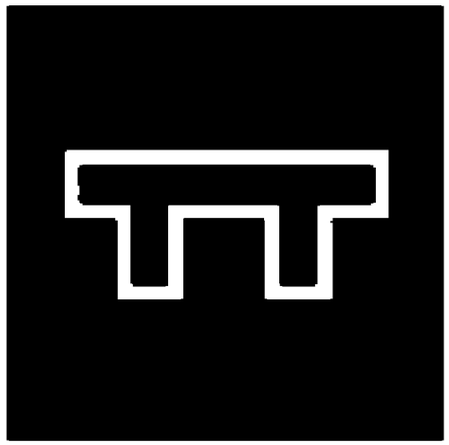
THE FYRE SQUAD

MATTE

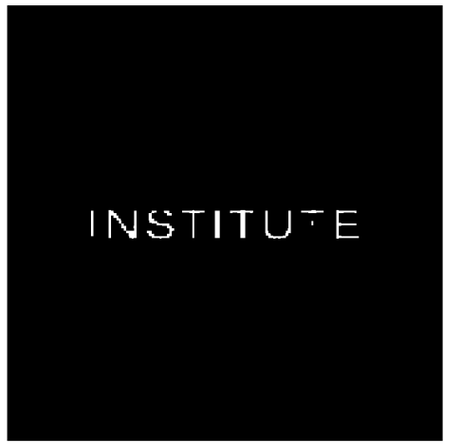
FUCK JERRY

42WEST

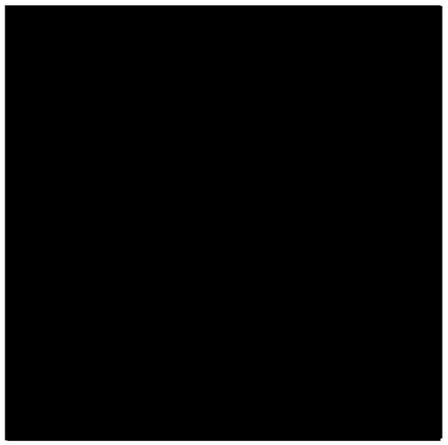
THE FYRE SQUAD



TABLELIST



NATE BROWN



DPS

"WHO YOUR."

-RUMI

FYRE

FYRE FESTIVAL FAQ

GENERAL FESTIVAL QUESTIONS

What is Fyre Festival?
Fyre Festival is a musical festival taking place on private islands in the Grammes on Fyre Cay, just about an hour flight away from Miami. Our festival will feature world-class talent, incredible infrastructure, and unforgettable scheduling.

What are the dates of Fyre Festival?
Week 1: April 28th, 2017 (or April 29th, 2017)
Week 2: May 5th, 2017 (or May 6th, 2017)

What is the weather like on Fyre Cay?
Gorgeous, it's really one of the best islands of our kind in the Bahamas!

Is the water safe to drink?
Yes.

How many people will be on the island? Is there a limit?
Thousands of the vetted best people in the world. Our ticketing process has a maximum capacity.

Do I need to have housing or is it possible to secure my own lodging?
You may bring tents, sleeping bags, or other camping gear. Lodging options - also pretty cool - if you want to upgrade, will be available. Fyre Cay is a private island, so there will be no access to the island during a visit, except a yacht charter. Perhaps will be a beach boat.

How will I pay for things on the island?
Fyre Festival is a cashless ecosystem. Guests will have a wristband tied to their credit card, so they can purchase items on site. That being said, every vendor will accept credit cards.

Where do I keep going to be announced?
Very soon.

Will it be performing each weekend?
The Fyre Festival lineup will be announced soon. Get excited about which performances going on throughout the day and night.

Besides performances what other activities will be available while on the island?
A beautiful list of available experiences will be released soon to the day of the event. Local Bahamian art installations, culinary experiences, special performances, and more - the best of everything.

Is there a map of the island available?
Yes, a digital map of the island will be available soon.

Is everything walking distance?
Yes, and it will be fresh.

Where do I check in?
You will be checked in with your tickets at the airport prior to departure. You will receive boarding boarding pass arrival.

TICKETING

What is the Fyre Festival refund policy?
All sales are final. There will be no refunds.

Are tickets transferable?
Tickets are non-transferable. Tickets will be issued in the name provided by each your ticket is a brand. It must be "Individual Ticketing". Please email customer@fyrefestival.com if you have questions.

Should I request any materials in the mail?
Fyre is all about making things simple, and organized. You will receive all the necessary materials with digital. Wristbands will be distributed upon arrival.

Are there group tickets for groups over a certain size?
Yes, there are no special group rates outside of the listed packages.

Are there any concierge services?
There is a concierge discount available for purchase. Concierge will be equipped with your credentials and information, so you can focus on your guest experience.

Is it possible to attend the festival both weekends?
Yes, however, you must have a ticket for each weekend. Each ticket will be a unique wristband.

Is it possible to attend the festival both weekends?
It is possible for vetted guests to purchase a group package. To change your reservation, email customer@fyrefestival.com.

Does my ticket need to display my name?
Yes, each guest ticket has, for ease, their name on the ticket. If you purchased a package for a group you will be asked to provide your name and preferred ticket group.

Can I use more than one credit card?
Yes, you will be asked to fill out a form with the information for each guest in your group. Each additional person will need to create a "Member Account and Form" by checking in, you would be a sub-manager of your group, and will need to create an additional "Member Account".

If I will a ticket to my card, how long will it hold for?
Tickets to Fyre Festival are holds. Tickets will be distributed on a first come first serve basis - completed purchases. Just like the Hamptons, the Bahamas is one of Mother Nature's most cherished, and we want to keep it that way.

Tickets to each time within reservation and venue management for duplicate, lounges, bars and events. It is recommended to purchase tickets early, as we will be selling out quickly. Email customer@fyrefestival.com to be the 1 of and about. Check in out here, www.fyrefestival.com.

VIP

What is included in a VIP ticket?
The VIP ticket will generally come with an elevated experience. You will have access to VIP events, special viewing areas, and curated culinary experiences by a special chef on the island.

Is there bottle service available?
There will be VIP sections with bottle service available for purchase all weekend long. Packages and offers will be available closer to the festival date via Tickets.

PAYMENT PLANS

How does the payment plan work?
When you select your ticket type you will be able to choose to pay in full or in installments. If you choose the payment plan you will be charged each month up until the festival which is 4 weeks before the festival.

Will a fee, pricing or interest payments?
There is a fee, price paid for monthly billing. If you do not update your credit card after 1 days your booking will be cancelled and you will be charged.

Can I cancel mid-month and request a refund?
No refunds are included in the payment plan for Fyre Festival. If you would like to cancel before the month of your ticket please reach out to customer@fyrefestival.com.

TRANSPORTATION

How do I get to Miami?
However you want! It will be your job to get responsibility this weekend.

Where do the flights leave from in Miami?
Flights will be departing and arriving at Fyre Island airport. The exact airport of your flight will be confirmed with your reservation. A few weeks prior to departure.

What is the flight schedule to and from Fyre Cay?
Flights will be leaving from Miami to Cay Fyre starting on Saturday, Thursday, Friday and Sunday.

Flights will be leaving from Cay Fyre to Miami from noon to sunset Saturday, Sunday and morning. Monday.

Arrival and dates for customers on flights to and from Miami?
A few weeks after your ticket is purchased you will receive an email to coordinate flights for all individuals in your group. All flights are coordinated on a case-by-case basis.

How many people will be on a private jet?
Depending on the plane, there will be 20 seats, or as people can seats flight.

How do I change my flight reservation or request a flight with a friend?
Flight reservations may be changed upon purchasing. No exceptions, please email our customer@fyrefestival.com.

What if I miss my flight to get on the plane?
You will need a passport with an expiration date at least 6 months after the date of your departure, and a valid photo for the current weekend.

Is there a VIP lounge?
Yes will make every effort to schedule you on the same flight, but an additional charge may apply. Please allow yourself ample time to arrive to the airport.

What types of private aircraft will be used on transport to Fyre Cay?
There will be many different types of aircraft used. Your specific aircraft will be confirmed with your flight reservation details.

What pilots have Fyre Festival partnered with?
The pilots are professionals and are the proper transport insurance required.

Is it possible to attend the festival for a single day? If you a day later in the festival chosen?
While it is possible to attend the festival for only one day, we encourage you to stay the weekend which has you book for. The package will not change.

Can I change the date of return at a later time?
No extra is permitted to the island. You will simply need to use your wristband each time you leave the island, for security and safety purposes.

How do I retrieve my luggage?
You are responsible for "Individual Ticketing" and your luggage. Please contact your airline to retrieve your luggage. If you are unable to retrieve your luggage, please contact customer@fyrefestival.com.

Is there an option for customer to rent transportation?
Yes, but there are restrictions. Once you purchase your tickets and confirm your reservation, please reach out to customer@fyrefestival.com to begin coordination special transportation discussion.

Are personal boats and yachts allowed?
Yes! If you plan to bring your own boat, yacht, please email customer@fyrefestival.com.

LODGING

What are housing accommodations?
We've worked with an incredible designer team to build luxurious tents. These tents feel like you have a beach-front hotel room, with a bed and a bathroom.

What is included in housing accommodations?
Each housing accommodation is generous, the deluxe tent feel with appropriate linens along with charging stations and lights.

Are there bathrooms?
Yes, luxury shared communal bathrooms are available, and are accessible throughout the island. There will be no private bathrooms.

Will there be running water?
Yes, there will be running water on the island.

Will there be laundry facilities?
There will be on-laundry facilities available on the island.

What are I bring with me to the island?
Find as if you are going on vacation to a tropical location, luxurious and long-sleeves are highly recommended.

Can I stay in between the two weekends?
Yes, you may leave for the weekend, but, you must return before the following Thursday at 4.

If I choose the shared option, can I switch/request a roommate?
Yes, you may request a roommate for "The Retreat" package after you book your spot. Please email customer@fyrefestival.com to request a roommate. Please allow 48 hours for a response.

FOOD - DRINK

Is food included? What about alcohol?
Food is included in the price of your ticket. Fyre Festival will be serving a variety of local and international cuisines in some our incredible hospitality experiences. Check back soon for updates!

How is Fyre Festival accommodating dietary restrictions?
We will make, and deliver, accommodations that restrictions. Accepted will go out to confirm any restrictions prior to the event.

Is alcohol included? What kind and how available?
Alcohol is not included, but will be available for purchase throughout the island. Anything you would find at your favorite bar, you will find it at Fyre, with a premium experience. Drinks will be delivered prior to the festival.

Can I bring my own alcohol?
No. Alcohol may be purchased on the island, but cannot be brought.

Will there be a gas station for alcohol consumption?
Alcohol is not purchase, dispensed, guests must be 21 years of age or older at the time of purchase. If you are starting to drink, please be responsible and drink responsibly. Alcohol consumption is a personal choice, and should be treated as such. Fyre Festival will not be responsible for excessive consumption.

Are coasts of bottled water allowed on the island?
Yes because, they will be available for purchase on the Fyre Concessions stores.

CONNECTIVITY

Will my phone work?
Your phone will work, but please check with your carrier for international charges.

Will there be WIFI on the island?
Yes, complimentary. Will be available.

HEALTH - SAFETY - SECURITY

Will there be a doctor on the island?
Yes. The island will have a medical team, and a doctor on the island. There will be a fire medical team on the island, and professional medical. If there is an emergency, guests will be transported to the nearest appropriate facility in Nassau or the St. Hospital in Nassau.

Is the water safe to drink?
Yes the water is safe to drink. We will have water bottle refilling stations throughout the island. Just those will also be complimentary. Bottled of water throughout the island.

Is there security on the island?
Fyre Festival is working with local law enforcement, and a well-trained experience for all. Private contractors and the Bahamian army will be on site the entire time.

Will I be searched upon entering?
Yes, there will be extra inclusiveness for prohibited items.

Do the rooms lock?
The housing will have locks on the doors, but will be standard keeping an eye on valuables at all times, and nothing leaves on the island.

Is there a place I can lock or protect my belongings?
There will be lockers on the island, but available at no charge, so, we suggest bringing a padlock, just in case.

Do you have a lost and found?
Yes.

How will I know who is a Fyre Festival team member?
All Fyre Staff members will be visibly identifiable with t-shirts.

What happens if I break or rule on the island?
You will be sent home immediately, subject to zero-zero change, and not refunded for your purchase.

ACCESSIBILITY

Will the island be wheelchair accessible?
We are working to make the island accessible, for the necessities. If you have a concern, please reach out to customer@fyrefestival.com

Are service animals allowed?
Service animals are the only animals allowed onto the festival grounds. Emotional support animals are not considered service animals.

ENTRY REQUIREMENTS

What is the age requirement for Fyre Festival?
Fyre Festival is an all - ages. For VIP access ticket holders must be 18.

Can I B use the course of Fyre Festival, will be allowed to attend with?
Children are welcome to attend Fyre Festival. Children under the age of 18 must be accompanied by an adult who is permitted to act on their behalf for the duration of your festival date.

What kind of identification will I need around the island?
You must have a passport and a valid Photo ID. Your passport must be valid for at least 6 months after the date of arrival. Please see acceptable forms of ID below.

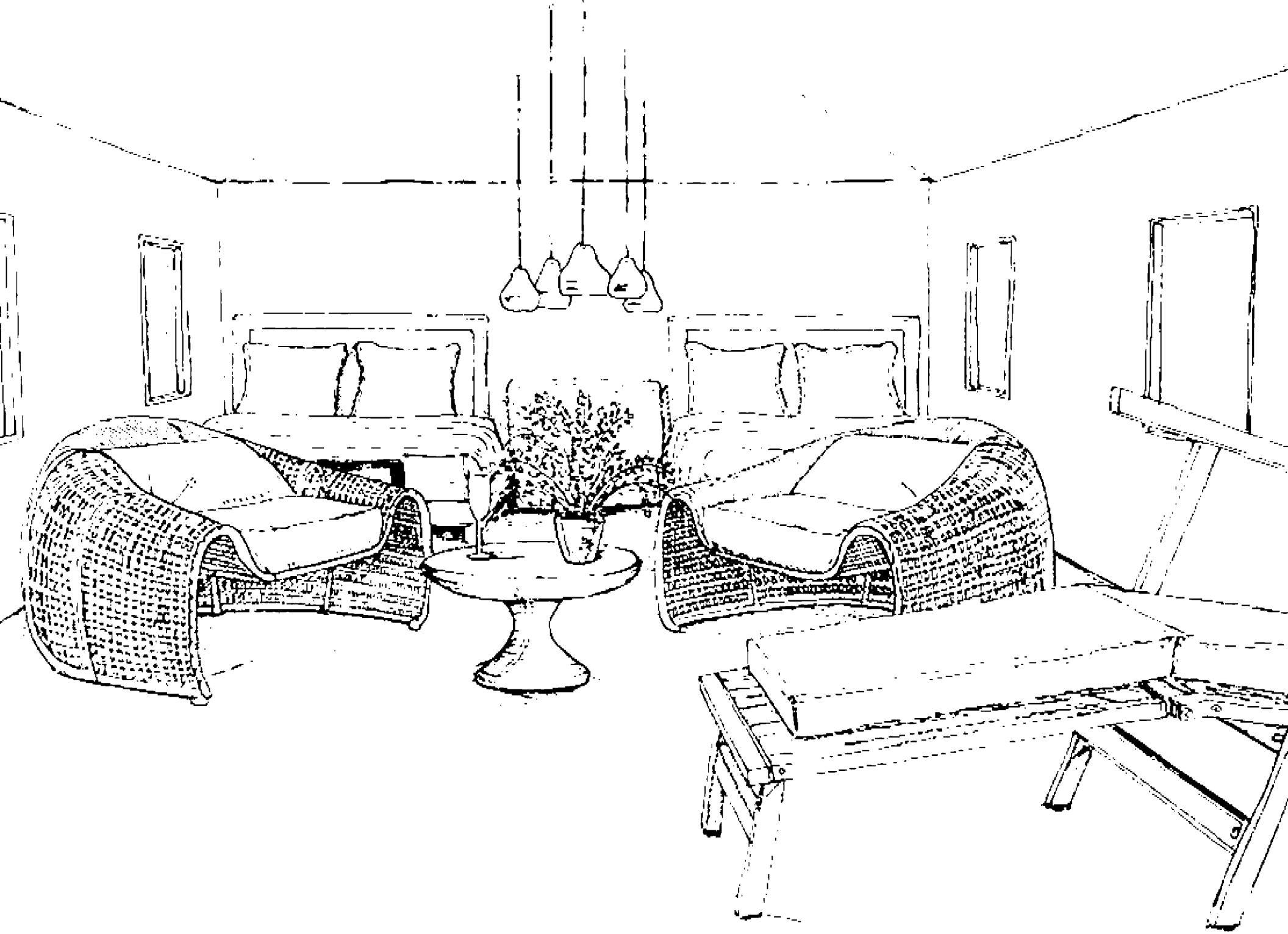
ACCEPTABLE FORMS OF ID

- Valid A Government issued driver's license or ID card containing a photograph and date of birth (e.g. driver's license)
- A US or foreign government issued passport containing a photograph and date of birth
- Foreign government issued driver's license, ID card, or other ID containing a photo (which is a - accepted. In particular, should not contain VIP access, sales or passport or U.S. ID card is required.
- Military ID or other documents proving you are currently serving in the military - (which is accompanied by passport or expired license

UNACCEPTABLE ID

- Student ID
- Canada ID
- Canada ID
- Canada ID
- Photocopy of any ID or passport photo
- Temporary DMV license without passport or expired license

Will I have to go through customs & immigration?
Yes, you will have to go through customs & immigration. Fyre Festival will be coordinate working with the Bahamian government for a significant operation. Please, it is very helpful, if you are cooperating, if you are cooperating, if you are, and, and, and



FOR CHECK-IN

Kenneth Reel #1
VIP Duo (Week 2)

DATE

May, 5 2017

ORDER

TABLELIST

FYRE Festival Week 2

Order #: **47ced6fea763164a**

ORDER

1 Ticket(s) x $4144.00	$4144.00
Processing Fee	$455.84
Final Total	**$4599.84**

FOR *FASTER* CHECK IN

DOWNLOAD THE TABLELIST APP

Download on the App Store

Get it on Google play

LOCATION

Fyre Festival, 1 ocean drive
Fyre Cay FL, 33139

DETAILS

Your Event Ticket: This ticket grants you entry to the event, and can be printed or scanned from your phone. For easiest entry, download the Tablelist app at tablelist.com/download to access all details from your order and about the event.

FOR CHECK-IN

Kenneth Reel #2
VIP Duo (Week 2)

DATE

May, 5 2017

ORDER

TABLELIST

FYRE Festival Week 2

Order #: **47ced6fea763164a**

ORDER

1 Ticket(s) x $4144.00	$4144.00
Processing Fee	$455.84
Final Total	**$4599.84**

FOR *FASTER* CHECK IN

DOWNLOAD THE TABLELIST APP

Download on the App Store

Get it on Google play

LOCATION

Fyre Festival, 1 ocean drive
Fyre Cay FL, 33139

DETAILS

Your Event Ticket: This ticket grants you entry to the event, and can be printed or scanned from your phone. For easiest entry, download the Tablelist app at tablelist.com/download to access all details from your order and about the event.

From: Ken Reel [redacted]
Date: April 11, 2017 at 2:30:59 PM EDT
To: Fyre Festival <concierge@fyreapp.com>
Subject: RE: Your Fyre Festival Experience

To Whom It May Concern:

I am writing to express my concerns surrounding my order (order no. 47ced6fea763164a) and the event updates provided in the email below. My specific concerns surround the location of the event which now appears will be held on Great Exuma not on a "private island" as advertised.

As an individual that has traveled to the Exumas many times this deviation from the original marketing of the event inherently changes the value of the services that were offered at the time of purchase (purchase date 12/20/16). Specifically, Fyre Festival was advertised on your website, Facebook page, video marketing and press releases as "the unparalleled best in music, cuisine, design & hospitality **on a private island in the Exumas**". The inference that this "private island" was call "FYRE Cay" was mentioned dozens of times. That access to "FYRE Cay" was exclusive was woven throughout your marketing including; the necessity to arrange private flights which many of us waited months to finalize, only now to find out we will **not** be flying to a private island as advertised and it will **not** be on a private flight, but we will in fact be flying in to an international airport located on the main/non-exclusive island of Great Exuma. To reiterate, Great Exuma is accessed everyday by commercial airline carriers such as Delta and American Airlines and is by no means "private". Additionally, I believe the recent changes detailed in your email below and on your website indicate that you know this is not a "private island" experience, as you are now marketing it as "private land", accessed by a flight in to an international airport via 737 and motor coach. As mentioned these changes inherently change the value of the services being offered at the time of purchase. As a result I am requesting a **refund**.

In making this refund request I am filled with disappointment that the event you marketed is not going to take place. The Exumas are a wonderful place, especially when you have a chance to stay on one of the many private cays that make up the Exuma Archipelago. However, marketing the event to be held on a private island when in fact it will take place on a defunct landholding which is semi-industrial/manmade is extremely misleading. I could continue to dissect your marketing providing several other areas of concern which appear to be clear misrepresentations specifically designed to mislead prospective buyers but we both know the event is ultimately **not** what is was marketing as. Furthermore, I have read your FAQs and are familiar with your "no refund" policy however such policies are generally void on the legal basis that "advertisement that is likely to mislead a reasonable consumer acting reasonably under the circumstances" amounts to false advertising and/or deceptive business practices for which damages can be rewarded.

I don't feel it is necessary to state my whole case as the facts I have pointed to should be enough to grant a refund. Furthermore I would appreciate a peaceful and amicable resolution to this matter without the need for further escalation. I would appreciate a timely response in the next 72 hours regarding my refund request and I appreciate your attention to this matter. Thank you.

Kenneth Reel, Esq.
Executive Vice President

[redacted]

From: Fyre Festival [mailto:concierge=fyreapp.com@mail70.suw13.rsgsv.net] **On Behalf Of** Fyre Festival
Sent: Sunday, April 2, 2017 10:09 AM
To: Ken Reel [redacted]
Subject: Your Fyre Festival Experience

Kenneth,

We are 26 days away from Fyre Festival's kickoff. As preparation reaches its final stages, we wanted to share exciting information about your experience.

We are excited to announce that Pusha-T, Desiigner, Tyga (and friends), Rae Sremmurd, Migos, Lil Yachty, Matoma, Kaytranada, Daya, Klingande, and Skepta will join Blink 182, Major Lazer, Disclosure (DJ Set) as headlining artists for Fyre Festival 2017. Check out the full-lineup and look out for surprise performances.

Lineup:

Transportation:

You will be flown roundtrip on a custom, VIP configured Boeing 737 aircraft between Miami International Airport and Exuma International Airport on Great Exuma. You'll be pre-cleared by customs and immigration officials while in the air. Once on the ground, you'll be picked up on the runway via private motor coach and driven to your accommodations. Some of us are also arriving directly into the onsite marina via private boat and yacht. If you arriving by yacht, please have your captain or crew email us for the proper nautical coordinates. Let us know if you have any questions on travel to or from Fyre Festival.

Location:

The main festival living and stage area, Fyre Cay on Great Exuma, is private land that was owned and directly passed down by Pablo Escobar. Our main day parties are taking part on the private 7-mile Coco Plum Beach. Depending on your package, there are additional houses and events across numerous islands and private cays including Bob Cay, Dead Man Cay, Blackpoint, Staniel Cay, and Over Yonder Cay.

Experience:

It's been said that from space, astronauts deemed the Exuma chain as having the clearest and nicest water in the world. The music will unite us, but we are equally excited for the local experiences that will take advantage of the beauty of the Islands. For those of you in our geodesic domes, you'll have sweeping views of the ocean and sleep in an eco-friendly setting.

Our on site programming includes sunrise yoga, fitness bootcamps, meditation, massages, art installations, and much more.

Local excursions include jet skiing, snorkeling the deepest blue hole in the world, seeing

the swimming pigs, exploring the caves, and catamaran parties.*

Main Stage and Coco Plum Beach performers will be playing daily from 12:00pm through 12:30am. Yacht and pop-up club after parties with additional performers will run from 12:00pm through sunrise.

**Look out for an email on how to purchase these experiences*

Food:

Your dining experience will be curated by Starr Catering Group, the team behind Upland, Morimoto, the Clocktower, and other top restaurants. Food is included in the price of your

ticket, with additional à la carte options available for purchase. There will be plenty of healthy options to accommodate a variety of dietary needs. The cuisine is globally rooted with Bahamian inspirations.

Cocktails:

Starr Catering Group's mixology team is developing a locally-driven cocktail menu. We'll have multiple bars running continuously throughout the day. We're also launching table service which allows you to experience Coco Plum beach and the Main Stage in an intimate setting. Let us know if you'd like us to contact you as soon as we release table and cabana packages.

Questions:

Please email us with any questions so we can make sure you are ready for the kickoff.

*****I'M WITH FYRE*****

Our initial launch influencers and artists will be posting the final lineup poster to social media with the caption "I'm with Fyre @FyreFestival #FyreFestival." We invite you to join us as we embark on this experience together. Click here for an image to upload to your Instagram.

Much Love,
Billy, Ja, & The Fyre Squad

This email was sent to [redacted]

why did I get this? unsubscribe from this list update subscription preferences

FYRE

April 29, 2017

Yesterday was a very challenging day for all of us. But we would like to fully explain what happened.

Billy McFarland and Ja Rule started a partnership over a mutual interest in technology, the ocean, and rap music. This unique combination of interests led them to the idea that, through their combined passions, they could create a new type of music festival and experience on a remote island.

They simply weren't ready for what happened next, or how big this thing would get. They started by making a website and launching a viral campaign. Ja helped book talent, and they had hundreds of local Bahamians join in the effort. Suddenly, they found themselves transforming a small island and trying to build a festival. Thousands of people wanted to come. They were excited, but then the roadblocks started popping up.

As amazing as the islands are, the infrastructure for a festival of this magnitude needed to be built from the ground up. So, we decided to literally attempt to build a city. We set up water and waste management, brought an ambulance from New York, and chartered 737 planes to shuttle our guests via 12 flights a day from Miami. We thought we were ready, but then everyone arrived.

The team was overwhelmed. The airport was jam packed. The buses couldn't handle the load. And the wind from rough weather took down half of the tents on the morning our guests were scheduled to arrive. This is an unacceptable guest experience and the Fyre team takes full responsibility for the issues that occurred.

Everyone was very concerned for our guests. They needed a place to sleep and everyone did their absolute best to rebuild. We took everyone to the beach and built as many tents and beds as fast as possible, but as more guests arrived, we were simply in over our heads. Ultimately, we didn't think security could keep up, so we had to postpone the festival. The response to the postponement was immediate and intense. We had no other options, so we began the process of getting guests quickly and safely back to Miami, which continued through the weekend. Our top priority as a company is to ensure the comfort and safe return home of all of our guests.

Then something amazing happened: venues, bands, and people started contacting us and said they'd do anything to make this festival a reality and how they wanted to help. The support from the musical community has been overwhelming and we couldn't be more humbled or inspired by this experience. People were rooting for us after the worst day we've ever had as a company. After speaking with our potential partners, we have decided to add more seasoned event experts to the 2018 Fyre Festival, which will take place at a United States

beach venue.

All festival goers this year will be refunded in full. We will be working on refunds over the next few days and will be in touch directly with guests with more details. Also, all guests from this year will have free VIP passes to next year's festival.

We're grateful for the Bahamian Government and The Bahamas Ministry of Tourism for their assistance during this challenging time—their efforts have been exemplary. We want to thank the people of the Bahamas for their support and for graciously allowing us the privilege of visiting their islands. We apologize for any inconvenience the past 24-hours has caused and we look forward to making a considerable donation to the Bahamas Red Cross Society as part of our initiatives. We need to make this right. And once we make this right, then we will put on the dream festival we sought to have since the inception of Fyre.

Thank you for all your continued patience and understanding. We apologize for what all of our guests and staff went through over the last 24 hours and will work tirelessly to make this right. Please check our official social media channels (@fyrefestival) for further important updates.

From: Fyre Festival [mailto:concierge=fyreapp.com@mail101.us4.mcsv.net] **On Behalf Of** Fyre Festival
Sent: Sunday, April 30, 2017 8:53 AM
To: Ken Reel <[redacted]
Subject: Fyre Festival Refund Information

Thank you again to all of our guests for your patience as we navigate our next steps. We owe you an apology. The Fyre Festival is a dream and vision that we poured our hearts and souls into creating, and it fell dramatically short of even the most modest expectations. We're heartbroken that we let down all the guests who put their faith in us and we fully recognize and own our shortcomings. We should have done better and we want to make it right.

This link will bring you to a form that will provide the necessary information to apply for a refund. Password is **makethisright**

We also feel it is important that you hear from us directly. Billy McFarland, the event co-founder, would like to reach out to each of you on a call in the coming

weeks. On the refund form, you will notice a place to provide the best number to reach you. He would be humbled by the opportunity to individually apologize to each and every guest, at your convenience.

The Fyre Festival has learned greatly from our mistakes. We appreciate your time and consideration as we look to make this right and ultimately achieve our vision.

This email was sent to [redacted]
why did I get this? unsubscribe from this list update subscription preferences
Fyre Festival · 52 · Lispenard Street · New york city, NY 10013 · USA

FYRE

Fyre Festival Refund Application and Free Ticket Request Form

This application can be used to request refunds for tickets purchased to the 2017 Fyre Festival.

The festival was a no-refund ticketed event, however, event organizers are making efforts to refund approved requests from confirmed attendees and confirmed ticket holders.

Please note: Fyre Festival will be unable to refund guests who have initiated a dispute with their credit card company unless the dispute is cancelled (to avoid being refunded twice).

The only way to apply for a refund is to complete this application.

start press ENTER

1 → Password:*

makethisright ✕

Ok ✓ press ENTER

0% completed

2 → Full Name:*

7% completed

3 → Date of Birth:*

[redacted] / DD / YYYY ×

7% completed

Permanent Email Address: *

5 → Phone Number: *

6 → Would you like a Fyre Festival organizer to call you?*

Yes

No

7% completed

7 → How did you pay for your tickets? *

Credit Card ✓ Check Bank Wire

Other

18% completed

8 → Please provide the last four digits of your credit card used.*

9 → For which dates did you purchase tickets?*

To add a paragraph, press **SHIFT + ENTER**

18% completed

10 → What type of tickets did you purchase?*

General admission, package, etc?

11 → Did you purchase a flight from Miami to Exuma?*

Yes ✓

No

22% completed

12 → What was your flight number, date and scheduled flight time?*

13 → Did you actually take the flight you purchased from Miami to Exuma?*

No, I did not board a flight, thankfully!

Yes, I boarded a flight and survived the experience!

Other

22% completed

14 → Did you add funds to your RFID wristband?*

Yes ✓

No

22% completed

15 → What amount did you add to your RFID wristband?*

22% completed

16 → **Do you want to claim your complimentary VIP pass to Fyre Festival 2018? ***

From the Fyre Festival Team: Thanks for all of your support and patience through this difficult time. For better or worse, the entire world now knows about the Fyre Festival. We are truly sorry for what all of our guests and staff went through and we will work tirelessly to make it up to all of you. After speaking with several of our supportive current and potential partners, we have decided to add more seasoned event experts to produce the 2018 Fyre Festival, which will take place at a United States beach venue. As a part of this, all Fyre Festival 2017 ticket holders will be offered one VIP access pass to next year's festival free of charge.

Free? Yeah, sign me up!

No thanks, you guys are nuts. ✓

27% completed

17 → **Would you prefer to exchange your 2017 ticket(s) for additional 2018 VIP passes, as opposed to receiving a refund? (Ex: If you purchased 3 passes for 2017 you would receive 6 total 2018 VIP passes)** *

As you likely know, we've been through the ringer on social media and this has been a challenging week for us as we were unable to realize our dream on the first try. We are now one of the world's most famous festivals, for all the wrong reasons. We want to reverse that sentiment by producing something amazing. We are fully committed to this event next year, and to producing it in the most professional way, with experienced professionals. We have received support and commitments from several musicians to perform at next year's event. We would be so thankful to have your support as well.

Yes, let it ride. I'd love to support you all in creating something amazing!

No, I'm not down for the adventure

27% completed

18 → Is there anything else you'd like to share with Fyre Festival Organizers that may help us with Fyre Festival 2018?

(Be gentle)

To add a paragraph, press **SHIFT + ENTER**

press **ENTER**

FYRE

Thank you.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: More Fuel for the Fyre: Failed Fest Organizers Facing More Legal Action