

8-2-11

ORIGINAL

CAUSE NUMBER 11.09491 FILED

AVA ZOLLER and  
HANNAH MADISON TAYLOR  
Petitioners

v.

GABE REED dba  
GABE REED LITIGATION and dba  
GABE REED PRODUCTIONS

2011 AUG -2  
IN THE DISTRICT COURT  
OF DALLAS COUNTY, TEXAS  
JUDICIAL DISTRICT  
F-116

**PLAINTIFFS' ORIGINAL PETITION**

TO: THE HONORABLE JUDGE OF SAID COURT

COMES NOW, AVA ZOLLER and HANNAH MADISON TAYLOR (hereinafter "Plaintiffs"), filing this, their Plaintiff's Original Petition complaining against GABE REED, (hereinafter "Defendant") and would show the Court as follows:

**I. DISCOVERY CONTROL PLAN**

1. Pursuant to Rule 190.1 TRCP, Plaintiff asserts that the applicable Discovery Control Plan is Level 2, as set forth in Rule 190.3 TRCP.

**II. PARTIES, JURISDICTION AND VENUE**

2. Plaintiffs Ava Zoller and Hannah Madison Taylor come forth as individuals residing in the State of Texas.

3. Defendant Gabe Reed is an individual believed to be a non-Texas resident, and may be served at Gabe Reed Productions/ Gabe Reed Litigation, The Crescent, 7<sup>th</sup> Floor, 100 Crescent Court, Dallas, Texas 75201.

*Handwritten signature/initials*

4. This Court has jurisdiction over the Defendant because he has conducted business in a manner to establish contacts necessary for the imposition of jurisdiction of this

Court. This Court has jurisdiction over the subject matter because the damages are within the jurisdictional limits of this court.

5. Venue is proper in this Dallas County because the facts constituting the causes of action herein occurred in whole or in part in Dallas County, Texas.

### III. FACTS

6. ***Introduction*** --- Plaintiff Ava Zoller is the single mother of the aspiring vocalist/actress Hannah Madison Taylor (who is also a Plaintiff in this suit). Gabe Reed has fraudulently represented himself to be a licensed attorney and engaged his services as an “entertainment attorney” practicing in the State of Texas. Despite the fact the Gabe Reed is not licensed in the State of Texas, Gabe Reed accepted an \$8,000.00 retainer to serve as Hannah’s entertainment attorney/ talent agent. Reed is also not licensed to serve as a talent agent in the state of Texas. Over the course of three years, Gabe Reed has preyed on the trust of Ava Zoller and her daughter Hannah and has bilked from Ava Zoller her retirement proceeds, investments and life savings, to the sum of over three hundred and fifty seven thousand dollars (\$357,000.00). After realizing Ava Zoller’s maternal dedication to her daughter Hannah’s career, Reed sniffed out the amount of her savings, and commenced a pattern of lies and deceptions designed to bilk Ava Zoller. Reed conned Ava Zoller into three (3) separate investments of \$100,000.00 each, under the guise that her daughter would be the opening act for concert tours and promising that Reed and Zoller would equally divide the assured profits from the tours. Reed further induced Zoller to invest another \$57,000.00 into a set of concerts for Motley Crue former leader Vince Neil. It was later confirmed that Reed had only secured one date, and negligently failed to obtain event insurance, thus losing all of Zoller’s money when the event rained out. Reed continued his lies and deceit to prevent Plaintiffs from investigating or taking action against Reed for his repeated failure to live up to his falsities. Reed is holding money belonging to Plaintiffs, or has fraudulently stolen the money for his personal use. Further, Gabe Reed constantly lied to Hannah Madison Taylor, and had her go so far as rehearsing a band and paying expenses associated with

her opening for a tour after Gabe Reed knew same would never occur. As a result of failing to open the tour, Hannah Madison Taylor lost influence and credibility with the circle of artists needed for her to be successful in her genre in the Dallas area, and is now having to leave for another market in order to pursue her career. Plaintiff's hereby sue for the damages caused by Gabe Reed, and for punitive measures as determined by the Court.

7. Despite numerous assurances and delays by Reed, he has yet to receive the return the money delivered to him by Ava Zoller. Defendant has failed to provide accountings and divide the proceeds of the events which took place. Further, Defendant has failed to return unused funds upon demand.

8. Plaintiffs made a claim for the return of their money. All requisites to the filing of this suit have been met.

#### IV. CAUSES OF ACTION

9. **Fraud, Fraudulent Inducement, Fraudulent Concealment** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Gabe Reed fraudulently made representations to both Plaintiffs including but not limited to: being an attorney lawfully capable of providing legal services to Hannah Madison Taylor and Ava Zoller (doing business as Gabe Reed Litigation); being a talent agent lawfully capable of providing talent agent services in the State of Texas (doing business as Gabe Reed Productions); confirming that Hannah Madison Taylor would open for a series of concerts headlined by Green Day, Motley Crue, Robin Gibb and Vince Neil; confirming the return of all funds delivered to Reed now totaling over \$357,000.00 (not including penalties and interest); assuring the timely delivery of 50% of the profits of the concerts. In reliance on these representations, Plaintiff Ava Zoller delivered these funds to Gabe Reed. Reed knew these and other statements were false (or acted with a reckless disregard for truth). Reed commenced a pattern of lies and deceit designed to prevent Plaintiffs from discovering the fraudulent

scheme and to prevent Plaintiffs from pursuing a course of action against Reed. Defendant acted with malice and with a disregard for the truth. Plaintiffs suffered financial loss, loss of profits, emotional distress, loss of goodwill and other injuries entitling Plaintiffs to an award of actual, consequential and punitive damages against Gabe Reed.

10. **Breach of Fiduciary Duty Attorney** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Reed held himself out as an entertainment attorney for both Plaintiffs. As such, he created a fiduciary duty to both Plaintiffs. Defendant Reed had the duty to make sure that every reasonable effort was made to protect the funds, profits and career interests of Plaintiffs in this matter. Through a series of fraud and deceit, Defendant breached his fiduciary duties and caused damages to Plaintiffs as set forth herein. Plaintiffs hereby sue for actual, consequential and punitive damages associated with the breach of fiduciary duties.

11. **Breach of Fiduciary Duty Talent Agent** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Reed held himself out as talent agent doing business in the state of Texas. As such, he created a fiduciary duty to Plaintiff Hannah Madison Taylor. Defendant Reed had a duty to make every effort to control the series of events as to further the career of Hannah Madison Taylor. To the contrary, Reed exploited Plaintiffs' trust for his own greedy and selfish benefit. Reed made several additional false statements regarding his assurances to promote the career of Hannah Madison Taylor and the impact his "talent representation" would have on Hannah Madison Taylor's career. Plaintiffs suspect that funds delivered to Reed were used for the personal benefit of Reed or gifts to others. Through a series of fraud and deceit, Defendant breached his fiduciary duties and caused damages to Plaintiffs as set forth herein. Plaintiff hereby sues for actual, consequential and punitive damages associated with the breach of fiduciary duties.

12. **Conversion** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Reed, through fraud

and deceit, acquired possession and/ or control of Plaintiffs funds, then used such funds in a manner inconsistent with Plaintiffs rights. Plaintiffs demanded the return of the funds and Defendant has failed and/ or refused to deliver the funds. Plaintiffs sue for the return of the funds. In the case of the Green Day and Motley Crue concerts, the concerts have occurred and Plaintiff Zoller has neither received her return of \$100,000.00 or her 50% of the profits of the shows. For the Robin Gibbs concerts, Plaintiff demanded the return of her money once the concerts did not occur. Defendant refuses to return the funds claiming he is rescheduling the shows. Plaintiff doesn't agree to any rescheduling and wants her money. In the case of the Vince Neil concerts, Reed stated he was doing four (4) shows when he only had one show. Further, Reed represented he would properly handle the production, and failed to protect the funds. Plaintiffs sue for the return of funds as a result of Reed's conversion of said funds.

13. **Breach of Contract (Green Day Concert)** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Gabe Reed agreed to return all funds delivered to him by Plaintiff Ava Zoller immediately following the concerts at issue. Reed also agreed to divide all profits 50-50%. As a result, Plaintiff delivered to Gabe Reed the sum of \$100,000.00. Ava Zoller fully performed under the agreement. However, Gabe Reed has failed to return the funds and failed to account for the profits which are also due. As a result of the breach, Ava Zoller hereby sues for the return of her funds, payment of 50% of the profits of all of the shows, and all consequential damages.

14. **Breach of Contract (Robin Gibb Concert)** – Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Gabe Reed represented he had confirmed a concert tour for Robin Gibb and agreed to return with interest all funds delivered to him by Plaintiff Ava Zoller immediately following the concert at issue. As a

result, Plaintiff delivered to Gabe Reed the sum of \$100,000.00. Ava Zoller fully performed under the agreement. However, Gabe Reed failed to confirm the shows and failed to return the funds. As a result of the breach, Ava Zoller hereby sues for the return of her funds.

**15. Breach of Contract (Vince Neil Concert) –** Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Gabe Reed agreed to confirm four (4) Vince Neil concerts, and asked Plaintiff to invest \$35,000.00 as 50% owner of the shows. Reed agreed to return with interest all funds delivered to him by Plaintiff Ava Zoller immediately following the concert at issue. As a result, Plaintiff delivered to Gabe Reed over \$35,000.00, as Reed mishandled the event (or lied when he needed other personal funds) and procured additional funds from Zoller. Ava Zoller fully performed under the agreement. However, Gabe Reed has failed to return the funds, failed to properly produce the event and failed to account for the money collected. As a result of the breach, Ava Zoller hereby sues for the return of her funds and all damages associated with the loss of the use of her funds.

**16. Breach of Contract (Motley Crue Concert)** Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Gabe Reed agreed to return all funds delivered to him by Plaintiff Ava Zoller immediately following the concerts at issue. Reed also agreed to divide all profits 50-50%. As a result, Plaintiff delivered to Gabe Reed the sum of \$100,000.00. Ava Zoller fully performed under the agreement. However, Gabe Reed has failed to return the funds and failed to account for the profits which are also due. As a result of the breach, Ava Zoller hereby sues for the return of her funds, payment of 50% of the profits of all of the shows, and all consequential damages.

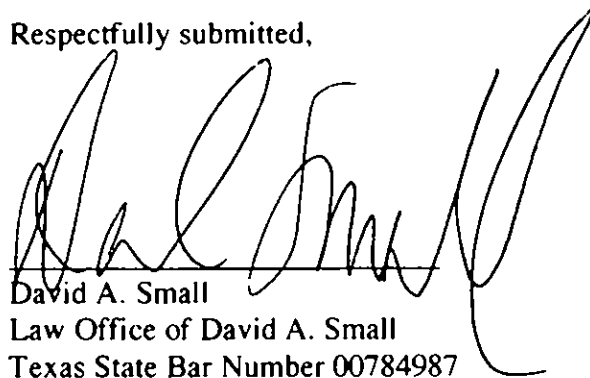
17. **Unjust Enrichment** - Plaintiff incorporates all statements contained in the preceding paragraphs as though fully restated and set forth herein. Defendant Reed has benefited from the use of Plaintiffs funds as a result of his fraud and deceit. Further, Defendant did not provide legal services, talent agent services or promoter services in exchange of any compensation received.

18. **Attorney's Fees** -- Pursuant to § 38.001 Tex.Prac.Rem Code, Plaintiffs hereby assert their claim for attorney's fees, and announce that such claim is abated for 30 days from the date of service of this petition on Defendant as prescribed by said code provisions.

**WHEREFORE PREMISES CONSIDERED**, Plaintiffs move this Honorable Court to award Plaintiffs the following:

- a. Actual Damages;
- b. Consequential Damages;
- c. Punitive and Exemplary Damages as allowed by law;
- d. Pre-judgment interest as allowed by law;
- e. Post-judgment interest as allowed by law;
- f. All relief at law and in equity to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,



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**AVA ZOLLER & HANNAH MADISON TAYLOR**