

STATE OF NORTH CAROLINA

File No. 17CV005724

WAKE County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
Robert Seth Crossno, II a/k/a William Needham Finley, IV
c/o Miller Law Firm, PLLC
P.O. Box 1769
Raleigh NC 27602

Name And Address Of Plaintiff 2
Mark Thompson
c/o Miller Law Firm, PLLC
P.O. Box 1769
Raleigh NC 27602

VERSUS

Name Of Defendant 1
William McFarland
345 W. 14th Street
Apartment 2A
New York NY 10014-5228

Summons Submitted [X] Yes [] No

Name Of Defendant 2
Jeffery Atkins a/k/a JA Rule
522 N. Disston Avenue
Tavares FL 32778-2709

Summons Submitted [X] Yes [] No

[] Jury Demanded In Pleading
[] Complex Litigation

GENERAL

CIVIL ACTION COVER SHEET

[X] INITIAL FILING [] SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Telephone No. Cellular Telephone No.

NC Attorney Bar No. Attorney E-Mail Address

[] Initial Appearance in Case [] Change of Address

Name Of Firm

FAX No.

Counsel for

[] All Plaintiffs [] All Defendants [] Only (list party(ies) represented)

[] Amount in controversy does not exceed \$15,000

[] Stipulate to arbitration

TYPE OF PLEADING

(check all that apply)

- [] Amend (AMND)
[] Amended Answer/Reply (AMND-Response)
[] Amended Complaint (AMND)
[] Assess Costs (COST)
[] Answer/Reply (ANSW-Response) (see Note)
[] Change Venue (CHVN)
[X] Complaint (COMP)
[] Confession Of Judgment (CNJF)
[] Consent Order (CONS)
[] Consolidate (CNSL)
[] Contempt (CNTP)
[] Continue (CNTN)
[] Compel (CMPL)
[] Counterclaim (CTCL) Assess Court Costs
[] Crossclaim (list on back) (CRSS) Assess Court Costs
[] Dismiss (DISM) Assess Court Costs
[] Exempt/Waive Mediation (EXMD)
[] Extend Statute Of Limitations, Rule 9 (ESOL)
[] Extend Time For Complaint (EXCO)
[] Failure To Join Necessary Party (FJNP)

(check all that apply)

- [] Failure To State A Claim (FASC)
[] Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
[] Improper Venue/Division (IMVN)
[] Including Attorney's Fees (ATTY)
[] Intervene (INTR)
[] Interplead (OTHR)
[] Lack Of Jurisdiction (Person) (LJPN)
[] Lack Of Jurisdiction (Subject Matter) (LJSM)
[] Modification Of Child Support In IV-D Actions (MSUP)
[] Notice Of Dismissal With Or Without Prejudice (VOLD)
[] Petition To Sue As Indigent (OTHR)
[] Rule 12 Motion In Lieu Of Answer (MDLA)
[] Sanctions (SANC)
[] Set Aside (OTHR)
[] Show Cause (SHOW)
[] Transfer (TRFR)
[] Third Party Complaint (list Third Party Defendants on back) (TPCL)
[] Vacate/Modify Judgment (VCMD)
[] Withdraw As Counsel (WDCN)
[] Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

CLAIMS FOR RELIEF

- | | | |
|--|--|--|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Money Owed (MNYO) | <input type="checkbox"/> Other (<i>specify and list each separately</i>) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) | |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |
| <input type="checkbox"/> Injunction (INJU) | | |

Date

Signature Of Attorney/Party

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
 Substitution Of Trustee (Judicial Foreclosure) (RSOT)
 Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No. **Additional Plaintiff(s)**

No.	<input checked="" type="checkbox"/> Additional Defendant(s)	<input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
3	Fyre Media, Inc.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Grant Margolin		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Swift Air, LLC		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA

File No. 17CV005724

WAKE County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Robert Seth Crossno, II a/k/a William Needham Finley, IV, and Mar...
Address: c/o Miller Law Firm, PLLC P.O. Box 1769
City, State, Zip: Raleigh NC 27602

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

VERSUS
Name Of Defendant(s): William McFarland, Jeffrey Atkins, p/k/a JA Rule, Fyre Media, Inc., Grant Margolin, and Swift Air, L.L.C.

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: William McFarland, 345 W. 14th Street, Apartment 2A, New York NY 10014-5228

Name And Address Of Defendant 2: Jeffery Atkins a/k/a JA Rule, 522 N. Disston Avenue, Tavares FL 32778-2709

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff): William Stacy Miller, II, Miller Law Firm, PLLC, P.O. Box 1769, Raleigh NC 27602

Date Issued: 05-09-2017, Time: 3:00 PM, Signature: [Signature], Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement, Time, Signature, Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (*specify*)

Defendant WAS NOT served for the following reason:

DEFENDANT 2

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (*specify*)

Defendant WAS NOT served for the following reason.

Service Fee Paid *Signature Of Deputy Sheriff Making Return*

\$ _____

Date Received *Name Of Sheriff (Type Or Print)*

Date Of Return *County Of Sheriff*

STATE OF NORTH CAROLINA

File No. 17CV005724

WAKE County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Robert Seth Crossno, II a/k/a William Needham Finley, IV, and Mar...
Address: c/o Miller Law Firm, PLLC P.O. Box 1769
City, State, Zip: Raleigh NC 27602

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

Name Of Defendant(s): William McFarland, Jeffrey Atkins, p/k/a JA Rule, Fyre Media, Inc., Grant Margolin, and Swift Air, L.L.C

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

VERSUS

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Fyre Media, Inc. The Corporation Trust Company 1209 Orange Street Wilmington DE 19801

Name And Address Of Defendant 2: Grant Margolin 19 S. Drive Roslyn NY 11576

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff): William Stacy Miller, II Miller Law Firm, PLLC P.O. Box 1769 Raleigh NC 27602

Date Issued: 05-09-2017 Time: 3 PM
Signature: [Handwritten Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement Time AM PM
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

DEFENDANT 2

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason.

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
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<i>Date Received</i>	<i>Name Of Sheriff (Type Or Print)</i>
----------------------	--

<i>Date Of Return</i>	<i>County Of Sheriff</i>
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STATE OF NORTH CAROLINA

File No. 17CV005724

WAKE County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Robert Seth Crossno, II a/k/a William Needham Finley, IV, and Mar...
Address: c/o Miller Law Firm, PLLC P.O. Box 1769
City, State, Zip: Raleigh NC 27602

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS

G.S. 1A-1, Rules 3, 4

VERSUS
Name Of Defendant(s): William McFarland, Jeffrey Atkins, p/k/a JA Rule, Fyre Media, Inc., Grant Margolin, and Swift Air, L.L. C

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Swift Air, LLC
CT Corporation System
160 Mine Lake Court Suite 200
Raleigh NC 27615-6417

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff): William Stacy Miller, II
Miller Law Firm, PLLC
P.O. Box 1769
Raleigh NC 27602

Date Issued: 05-09-2017
Time: 3 PM
Signature: [Handwritten Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement
Time
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

DEFENDANT 2

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason.

<i>Service Fee Paid</i>	<i>Signature Of Deputy Sheriff Making Return</i>
-------------------------	--

\$	
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<i>Date Received</i>	<i>Name Of Sheriff (Type Or Print)</i>
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<i>Date Of Return</i>	<i>County Of Sheriff</i>
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STATE OF NORTH CAROLINA

File No. 17CV005724

WAKE County

In The General Court Of Justice

Name And Address Of Plaintiff

Robert Seth Crossno, II a/k/a William Needham Finley, IV and Mark Thompson c/o Miller Law Firm, PLLC P.O. Box 1769 Raleigh NC 27602

VERSUS

SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT

Name And Address Of Defendant

Grant Margolin 19 S. Drive

Roslyn NY 11576

50 U.S.C. 3901 to 4043

NOTE: This form is not for use in Chapter 45 Foreclosure actions.

AFFIDAVIT

I, the undersigned Affiant, under penalty of perjury declare the following to be true:

1. As of the current date: (check one of the following)

- a. the defendant named above is in military service.*
b. the defendant named above is not in military service.*
c. I am unable to determine whether the defendant named above is in military service.*

2. (check one or more of the following)

- a. I have used the Servicemembers Civil Relief Act Website... to determine the defendant's military status.

(NOTE: The Servicemembers Civil Relief Act Website is a website maintained by the Department of Defense (DoD). If DoD security certificates are not installed on your computer, you may experience security alerts from your internet browser when you attempt to access the website. DoD security certificates were automatically added to the computers of all Judicial Branch users, such that these users should not expect security alerts to appear with this website after July of 2015. As of June 22, 2016, the Servicemembers Civil Relief Act Website includes the following advice: "Most web browsers don't come with the DoD certificates already installed. The best and most secure solution is for the user to install all of the DoD's public certificates in their web browser.")

- b. The following facts support my statement as to the defendant's military service: (State how you know the defendant is not in the military. Be specific.)

Blank lines for providing facts supporting the statement.

*NOTE: The term "military service" includes the following: active duty service as a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard; service as a member of the National Guard under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days for purposes of responding to a national emergency; active service as a commissioned officer of the Public Health Service or of the National Oceanic and Atmospheric Administration; any period of service during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause. 50 U.S.C. 3911(2).

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

05/09/2017

Date

Signature Of Affiant

Signature Of Person Authorized To Administer Oaths

Name Of Affiant (type or print)

Lacy Mau-McDowell

Deputy CSC Assistant CSC Clerk Of Superior Court Magistrate

SEAL

Notary

Date My Commission Expires

NOTE TO COURT: Do not proceed to enter judgment in a non-criminal case in which the defendant has not made an appearance until a Servicemembers Civil Relief Act affidavit (whether on this form or not) has been filed, and if it appears that the defendant is in military service, do not proceed to enter judgment until such time that you have appointed an attorney to represent him or her.

(Over)

Information About Servicemembers Civil Relief Act Affidavits

1. Plaintiff to file affidavit

In any civil action or proceeding, including any child custody proceeding, in which the defendant does not make an appearance, the court, before entering judgment for the plaintiff, shall require the plaintiff to file with the court an affidavit—

- (A) stating whether or not the defendant is in military service and showing necessary facts to support the affidavit; or
- (B) if the plaintiff is unable to determine whether or not the defendant is in military service, stating that the plaintiff is unable to determine whether or not the defendant is in military service.

50 U.S.C. 3931(b)(1).

2. Appointment of attorney to represent defendant in military service

If in a civil action or proceeding in which the defendant does not make an appearance it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If an attorney appointed to represent a service member cannot locate the service member, actions by the attorney in the case shall not waive any defense of the service member or otherwise bind the service member. 50 U.S.C. 3931(b)(2). State funds are not available to pay attorneys appointed pursuant to the Servicemembers Civil Relief Act. To comply with the federal Violence Against Women Act and in consideration of G.S. 50B-2(a), 50C-2(b), and 50D-2(b), plaintiffs in Chapter 50B, Chapter 50C, and Chapter 50D proceedings should not be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. Plaintiffs in other types of actions and proceedings may be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. The allowance or disallowance of the ordering of costs will require a case-specific analysis.

3. Defendant's military status not ascertained by affidavit

If based upon the affidavits filed in such an action, the court is unable to determine whether the defendant is in military service, the court, before entering judgment, may require the plaintiff to file a bond in an amount approved by the court. If the defendant is later found to be in military service, the bond shall be available to indemnify the defendant against any loss or damage the defendant may suffer by reason of any judgment for the plaintiff against the defendant, should the judgment be set aside in whole or in part. The bond shall remain in effect until expiration of the time for appeal and setting aside of a judgment under applicable Federal or State law or regulation or under any applicable ordinance of a political subdivision of a State. The court may issue such orders or enter such judgments as the court determines necessary to protect the rights of the defendant under this Act. 50 U.S.C. 3931(b)(3).

4. Satisfaction of requirement for affidavit

The requirement for an affidavit above may be satisfied by a statement, declaration, verification, or certificate, in writing, subscribed and certified or declared to be true under penalty of perjury. 50 U.S.C. 3931(b)(4). The presiding judicial official will determine whether the submitted affidavit is sufficient.

5. Penalty for making or using false affidavit

A person who makes or uses an affidavit permitted under 50 U.S.C. 3931(b) (or a statement, declaration, verification, or certificate as authorized under 50 U.S.C. 3931(b)(4)) knowing it to be false, shall be fined as provided in title 18, United States Code, or imprisoned for not more than one year, or both. 50 U.S.C. 3931(c).



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN:

Birth Date: Sep-XX-1992

Last Name: MARGOLIN

First Name:

Middle Name:

Active Duty Status As Of: May-09-2017

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 34Q5X556Q5AC8D0

STATE OF NORTH CAROLINA

File No.

17CV005724

WAKE County

In The General Court Of Justice

Name And Address Of Plaintiff

Robert Seth Crossno, II a/k/a William Needham Finley, IV and Mark Thompson c/o Miller Law Firm, PLLC P.O. Box 1769 Raleigh NC 27602-27

SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT

Name And Address Of Defendant

Jeffery Atkins a/k/a JA Rule 522 N. Disston Avenue

Tavares FL 32778-2709

50 U.S.C. 3901 to 4043

NOTE: This form is not for use in Chapter 45 Foreclosure actions.

AFFIDAVIT

I, the undersigned Affiant, under penalty of perjury declare the following to be true:

- 1. As of the current date: (check one of the following)
a. the defendant named above is in military service.*
b. the defendant named above is not in military service.*
c. I am unable to determine whether the defendant named above is in military service.*
2. (check one or more of the following)
a. I have used the Servicemembers Civil Relief Act Website...
b. The following facts support my statement as to the defendant's military service: (State how you know the defendant is not in the military. Be specific.)

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SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date 05/09/2017

Date

Signature Of Affiant [Handwritten Signature]

Signature Of Person Authorized To Administer Oaths

Name Of Affiant (type or print) Lacy Mau-McDowell

Deputy CSC Assistant CSC Clerk Of Superior Court Magistrate

SEAL

Notary

Date My Commission Expires

NOTE TO COURT: Do not proceed to enter judgment in a non-criminal case in which the defendant has not made an appearance until a Servicemembers Civil Relief Act affidavit (whether on this form or not) has been filed, and if it appears that the defendant is in military service, do not proceed to enter judgment until such time that you have appointed an attorney to represent him or her.

(Over)

Information About Servicemembers Civil Relief Act Affidavits

1. Plaintiff to file affidavit

In any civil action or proceeding, including any child custody proceeding, in which the defendant does not make an appearance, the court, before entering judgment for the plaintiff, shall require the plaintiff to file with the court an affidavit—

- (A) stating whether or not the defendant is in military service and showing necessary facts to support the affidavit; or
- (B) if the plaintiff is unable to determine whether or not the defendant is in military service, stating that the plaintiff is unable to determine whether or not the defendant is in military service.

50 U.S.C. 3931(b)(1).

2. Appointment of attorney to represent defendant in military service

If in a civil action or proceeding in which the defendant does not make an appearance it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If an attorney appointed to represent a service member cannot locate the service member, actions by the attorney in the case shall not waive any defense of the service member or otherwise bind the service member. 50 U.S.C. 3931(b)(2). State funds are not available to pay attorneys appointed pursuant to the Servicemembers Civil Relief Act. To comply with the federal Violence Against Women Act and in consideration of G.S. 50B-2(a), 50C-2(b), and 50D-2(b), plaintiffs in Chapter 50B, Chapter 50C, and Chapter 50D proceedings should not be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. Plaintiffs in other types of actions and proceedings may be required to pay the costs of attorneys appointed pursuant to the Servicemembers Civil Relief Act. The allowance or disallowance of the ordering of costs will require a case-specific analysis.

3. Defendant's military status not ascertained by affidavit

If based upon the affidavits filed in such an action, the court is unable to determine whether the defendant is in military service, the court, before entering judgment, may require the plaintiff to file a bond in an amount approved by the court. If the defendant is later found to be in military service, the bond shall be available to indemnify the defendant against any loss or damage the defendant may suffer by reason of any judgment for the plaintiff against the defendant, should the judgment be set aside in whole or in part. The bond shall remain in effect until expiration of the time for appeal and setting aside of a judgment under applicable Federal or State law or regulation or under any applicable ordinance of a political subdivision of a State. The court may issue such orders or enter such judgments as the court determines necessary to protect the rights of the defendant under this Act. 50 U.S.C. 3931(b)(3).

4. Satisfaction of requirement for affidavit

The requirement for an affidavit above may be satisfied by a statement, declaration, verification, or certificate, in writing, subscribed and certified or declared to be true under penalty of perjury. 50 U.S.C. 3931(b)(4). The presiding judicial official will determine whether the submitted affidavit is sufficient.

5. Penalty for making or using false affidavit

A person who makes or uses an affidavit permitted under 50 U.S.C. 3931(b) (or a statement, declaration, verification, or certificate as authorized under 50 U.S.C. 3931(b)(4)) knowing it to be false, shall be fined as provided in title 18, United States Code, or imprisoned for not more than one year, or both. 50 U.S.C. 3931(c).



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN:

Birth Date: Feb-XX-1976

Last Name: ATKINS

First Name:

Middle Name:

Active Duty Status As Of: May-09-2017

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: X4IA1566H5ABUD0

STATE OF NORTH CAROLINA

File No 7CV005724

WAKE County

In The General Court Of Justice

Name And Address Of Plaintiff
Robert Seth Crossno, II a/k/a William Needham Finley, IV
and Mark Thompson
c/o Miller Law Firm, PLLC P.O. Box 11769
Raleigh NC 27602

SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT

Name And Address Of Defendant
William McFarland
345 W. 14th Street
Apartment 2A
New York NY 10014-5228

50 U.S.C. 3901 to 4043

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AFFIDAVIT

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SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME
Date 05/09/2017
Signature Of Affiant [Handwritten Signature]
Name Of Affiant (type or print) Lacy Mau-McDowell
Deputy CSC Assistant CSC Clerk Of Superior Court Magistrate
SEAL Notary Date My Commission Expires

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50 U.S.C. 3931(b)(1).

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**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN:

Birth Date: Dec-XX-1991

Last Name: MCFARLAND

First Name:

Middle Name:

Active Duty Status As Of: May-09-2017

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
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Certificate ID: A4S5H556M5ABFB0

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILE NO. _____

2017 MAY -9 P 3:28

ROBERT SETH CROSSNO, II, a/k/a/
WILLIAM NEEDHAM FINLEY, IV,
and MARK THOMPSON

Plaintiffs,

vs.

WILLIAM MCFARLAND, JEFFREY
ATKINS, p/k/a/ JA RULE, FYRE MEDIA,
INC., GRANT MARGOLIN, and SWIFT
AIR, L.L.C.

Defendants.

COMPLAINT
(Jury Trial Demanded)

NOW COMES Plaintiffs, Robert Seth Crossno, II, and Mark Thompson by and through undersigned counsel, and brings this action for Fraud, Negligent Misrepresentation, Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Negligence, Unfair and Deceptive Trade Practices and Conspiracy to Commit Fraud against Defendants, William McFarland, Jeffrey Atkins, p/k/a/ Ja Rule, Fyre Media, Inc., Grant Margolin, and Swift Air, L.L.C., alleging and saying the following in complaint of the Defendants:

I. PARTIES

1. At all times relevant to this action, Plaintiff Robert Seth Crossno, II, ("Plaintiff Crossno"), was a resident of Raleigh, Wake County, North Carolina, who is over eighteen (18) years of age and is under no legal disability.

2. At all times relevant to this action, Plaintiff Mark Thompson ("Plaintiff Thompson") was a resident of Raleigh, Wake County, North Carolina, who is over eighteen (18) years of age and is under no legal disability.

3. Upon information and belief, at all times relevant to this action, Defendant William McFarland (“Defendant McFarland”) was a resident and citizen of the State of New York, is over eighteen years of age and is under no legal disability.

4. Upon information and belief, at all times relevant to this action, Defendant Jeffrey Atkins p/k/a Ja Rule (“Defendant Atkins”) was a resident and citizen of the State of New York, is over eighteen years of age and is under no legal disability.

5. Upon information and belief, at all times relevant to this action, Defendant Fyre Media, Inc. (“Defendant Fyre Media”) was a corporation incorporated under the laws of the State of Delaware with its principal place of business in Wilmington, New Castle County, Delaware.

6. Upon information and belief, at all times relevant to this action, Defendant Grant Margolin (“Defendant Margolin”) was a resident and citizen of the State of New York, is over eighteen years of age and is under no legal disability.

7. Upon information and belief, at all times relevant to this action, Defendant Swift Air, L.L.C. (“Defendant Swift”) was a limited liability company organized under the laws of the state of North Carolina with its principal place of business in Greensboro, Guilford County, North Carolina.

II. JURISDICTION AND VENUE

8. Paragraphs 1-7 above are incorporated by reference as if fully set forth herein.

9. Jurisdiction is proper in this Court pursuant to N.C. Gen. Stat. Article 6A, § 1-75.3.

10. Upon information and belief, at all relevant times Defendant Swift was a domestic limited liability company organized under the laws of North Carolina whose principal office was

located at 7306 West Market Street, Greensboro, Guilford County, North Carolina, which satisfies the requirements of jurisdiction as set forth in N.C. Gen. Stat. § 1-75.4(1)(c).

11. Venue is proper in this Court pursuant to N.C. Gen. Stat. Chapter 1, Article 7, as Plaintiff Crossno and Plaintiff Thompson are residents of Wake County.

III. INTRODUCTION

12. Paragraphs 1-11 above are incorporated by reference as if fully set forth herein.

13. Defendant McFarland, a tech entrepreneur and co-founder of Fyre Media, and Defendant Atkins, a rap music recording artist better known by his stage name “Ja Rule” and the other co-founder of Fyre Media, first conceived of the idea for Fyre Festival in October of 2016. Despite the fact that the festival would be their first-ever attempt at putting together a large-scale event, Defendants, out of either arrogance or naivete, scheduled the event to occur a mere six months later and began widely promoting the event barely a month after concocting the ill-fated concept.

14. Defendants promoted the festival as a luxury island getaway that would provide the best in accommodations, cuisine and entertainment.

15. Fyre Festival adopted the tagline “on the boundaries of impossible” – an all too fortuitous motto for an event that would ultimately end up exactly as the motto suggests: an impossible feat to pull off in the amount of time and with the budget available to the Defendants.

16. Shockingly, despite Defendants’ becoming aware that they lacked the necessary funds, knowledge, and resources to pull off such an event, they continued to promote and advertise in an effort to sell tickets.

17. When attendees of Fyre Festival arrived for the first weekend event on April 27, 2017, they experienced a complete and total chaotic disaster, the inevitable result of the festivals' unraveling from its very inception.

18. The weekend event was quickly "postponed" by Defendants the morning of April 28, 2017, although this was only communicated after thousands of attendees had arrived on the island to find what has been described as a "refugee camp:" a barren lot filled with "disaster-relief" tents, inadequate hygiene facilities, substandard food, and insufficient drinking water.

19. Following the complete collapse of the festival, Defendant McFarland told *Rolling Stone* that he and his other promoters were "a little bit ambitious" and blamed the demise of the event on a weather system that had moved through the island a week prior to the start of the festival.

IV. FACTS

20. Paragraphs 1-19 above are incorporated by reference as if fully set forth herein.

21. Defendant McFarland, at all relevant times relevant to this action, served as the founder and CEO of Fyre Media, Inc. as well as the co-founder of Fyre Festival, and was responsible for organizing and marketing the event.

22. Defendant Atkins, at all times relevant to this action was a founder of Fyre Media, Inc. and is responsible for the company's overall business strategy and guiding the company's creative direction. Defendant Atkins was also a co-founder the Fyre Festival and was responsible for organizing and marketing the event.

23. Defendant, Fyre Media, Inc. was formed under the state laws of Delaware on March 3, 2016.

24. Defendant Margolin, at all times relevant to this action served as the Chief Marketing Officer of Fyre Media, Inc., and was responsible for the organization and marketing of the Fyre Festival as part of his position with Fyre Media, Inc.

25. Defendant Swift was formed under the state laws of North Carolina on August 10, 2015, and operates for the purpose of providing private airline transportation.

26. Upon information and belief, Defendant Swift and Defendant Fyre Media entered into a contract which provided that Defendant Swift would be the sole provider of private airline transportation for Fyre Festival attendees from Miami to the Bahamas. Swift airline was advertised as the festival's charter operator, and it was advertised that attendees who purchased transportation through the Fyre Festival website would be "flown roundtrip on a custom, VIP configured Boeing 737 aircraft between Miami International Airport and Exuma International Airport on Great Exuma." As part of this contract, Defendant Swift would allow their private aircraft to be wrapped with the Fyre Festival logo, and festival related images (see Exhibit A and Exhibit A1).

27. Upon information and belief, together, Defendants Fyre Media, McFarland, Atkins, Margolin and Swift created a joint venture by associating collectively with the intent, by way of contract, express or implied, to engage in and carry out a single business adventure for joint profit.

28. Defendants began promoting the Fyre Festival in December of 2016. The festival was advertised as a weekend experience with "the unparalleled best in music, cuisine, design & hospitality on a private island in the Exumas."

29. The Fyre Festival was scheduled to be a weekend-long event which would take place on two consecutive weekends; April 28-30, 2017, and May 5-7, 2017.

30. In an effort to promote the event, Defendants invested a significant amount of money and time in determining and implementing the festival's marketing strategy. As one of Defendants' main advertising strategies, they employed hundreds of individuals who they determined to be "the most influential personalities globally" to launch a "coordinated influencer marketing campaign" (see Exhibit B). These influencers, termed "Fyre Starters," included individuals such as Kendall Jenner, Bella Hadid, Hailey Baldwin, and Bella Thorne. These "Fyre Starters" utilized their social media following to promote the event as a luxurious and first-class experience.

31. Defendants created a website for Fyre Festival where potential customers could learn more information regarding the festival, purchase tickets and view mock-ups of the luxurious accommodations which would house attendees.

32. Defendants advertised that artists including Blink-182, Migos, Rae Sremmurd, Lil Yachty, Major Lazer and twenty-eight other artists would serve as entertainment at the festival, and that additional surprise guest headliners would perform during weekend festival events.

33. Ticket packages to attend Fyre Festival ranged in price from \$1,200.00 to over \$100,000.00 per person. This cost was said to include luxury accommodations and first-class cuisine. Upon information and belief, Defendants sold thousands of ticket packages to the Fyre Festival event.

34. Upon information and belief, at least four months prior to the first weekend event, Defendants became aware of their inability to execute the Fyre Festival in the manner advertised. Upon information and belief, Defendants were aware that months prior to the first weekend event the contractors they had hired to build and set up infrastructure for the event in the Bahamas had stopped working due to nonpayment by Defendants. Despite the knowledge that

the infrastructure was not in place and that attendees would be in danger due to severe lack of necessary accommodations, Defendants continued to promote, advertise and solicit customers in an effort to sell further tickets.

35. Upon information and belief, during the months prior to the event, Defendants, knowing that the Fyre Festival was unsafe to attend, began communicating with and informing celebrities and performers of the dangerous situation and advised them not to attend.

36. However, Defendants actively continued to attempt to sell tickets to the event and even assured current ticket holders that the festival would proceed as it has been promoted.

37. A talent producer, hired by Fyre Festival, wrote in a New York Magazine article (see Exhibit C), that when she arrived at Grand Exuma island on March 14, 2017, she found the festival site was in reality a “development lot covered in gravel with a few tractors scattered around.” She further stated that “there was not enough space to build all the tents and green rooms needed” and that, despite being told that the festival site was underway, it was clear that “nothing had been done.”

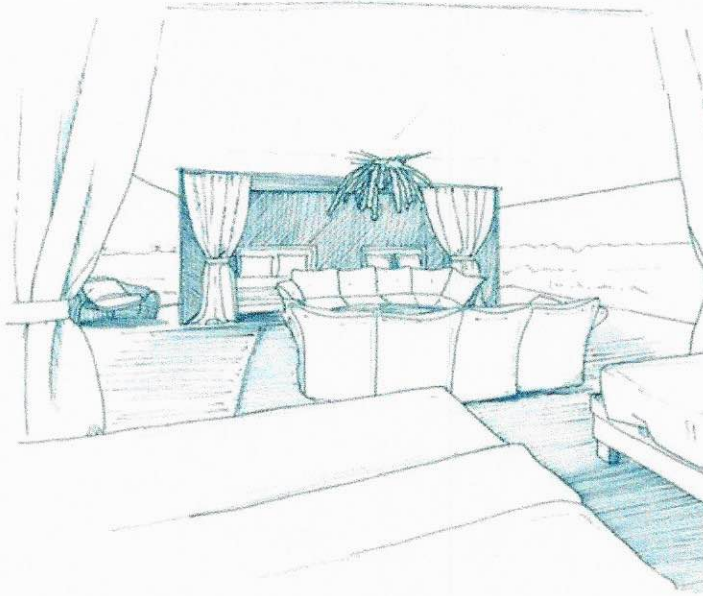
38. In Mid-March, event planners for the event determined that it would require \$50,000,000.00 to “pull off the event,” but that even that amount of money would not be up to the standard that had been advertised by Defendants. Event planners proposed that all tickets that had been purchased be rolled over to 2018 and that the planning for the 2018 event start immediately. In response to this proposal, Defendants decided to continue with the festival and ignore all warning signs of disaster.

39. On April 2, 2017, the contract Defendants had with Starr Catering, the food provider of the event, was cancelled after the Defendants failed to make payments to the Catering company.

40. On April 15, 2017, a mere thirteen days prior to the start of the first weekend event, Defendants posted a blog to the Fyre Festival site which stated “months of hard work have resulted in a one-of-a-kind festival designed with every detail in mind. Now, writing this from Great Exuma, the main site of the festival, as it’s literally being built from the ground-up” (see Exhibit D).

41. In December of 2016, Plaintiff Crossno and Plaintiff Thompson purchased tickets to attend the first weekend of Fyre Festival. Their purchase option was set to include a private chartered flight with eight other attendees, however this private flight was later changed to a chartered flight on a Boeing 737 from Miami to Great Exuma island, upgraded Lodge accommodations, a VIP experience, and artist passes for the weekend. Plaintiff Crossno and Plaintiff Thompson paid in excess of \$13,000.00 for their tickets to the event.

42. The Lodge upgrade purchased by the Plaintiffs was advertised as a residence consisting of four rooms and a living area. Defendants further provided a mockup of the Lodge as pictured below.



Fyre festival vip lodge weekend 1

43. The VIP experience purchased by Plaintiffs was advertised as an “elevated experience” with access to VIP events, special viewing areas, and curated culinary experiences by a special chef on the island.

44. The artist passes purchased by Plaintiffs were advertised to upgrade attendees’ experience and provide premium bottle service and exclusive experiences with artists and influencers in attendance.

45. Plaintiff Crossno and Plaintiff Thompson flew from Raleigh, North Carolina, to Florida on April 26, 2018. They arrived in Miami on April 27, 2017, and were booked to fly with Defendant Swift from Miami International Airport to Georgetown, Bahamas at 4:35 p.m.

46. Upon arriving in the Bahamas, Plaintiffs were escorted from the airport to the festival site with other attendees via a small shuttle bus.

47. When Plaintiffs arrived to the site they were shocked to find that, instead of the luxury experience that was advertised, they were greeted with a disastrous and barren area where

workers were scrambling to set up the most basic of infrastructure, no security was in place, and minimal amounts of Fyre Festival workers were available to provide direction or information.

48. Plaintiffs immediately felt unsafe at the site due to the conditions, lack of infrastructure, lack of security and due to observing a Bahamian native walking around and near the site with a machine gun.

49. The process upon arrival was completely disorganized and left attendees to fend for themselves in determining where to go and what to do next. The only sleeping accommodations on the site were tents, which were being “assigned” by organizers of the event telling attendees “whoever is in the duo tents, run for it.” Plaintiffs were never assigned to a tent, much less the “Lodge” they had paid for, as the Lodge accommodations were actually separate tents without any living area.

50. Faced with no other options, Plaintiffs ultimately took transportation from the festival site to the Georgetown, Bahamas, airport around 11:30 PM, on the same night of their arrival. Plaintiffs boarded a plane at 2:00 AM, but were unable to leave the Bahamas until approximately 9:30 AM due to the level of disorganization on the part of the Defendants. While Plaintiffs waited in the Georgetown airport for their departing flight they were confined to a small area and ultimately locked in that area until their flight was ready to leave. As a result of the heat and lack of airflow to the area where Plaintiffs were seated, an individual who had also been a Fyre Festival attendee passed out.

51. Instead of the luxury experience promoted by Defendants, Plaintiff Crossno and Plaintiff Thompson experienced a completely disorganized, disastrous and dangerous situation which ultimately left themselves and other attendees in a completely unsafe situation without sufficient food, water, shelter, or travel accommodations.

52. Following the disastrous events that took place, Defendants removed all content from the Fyre Festival website and posted a letter on April 29, 2017, (see Exhibit E) apologizing for any inconvenience experienced by attendees of the festival, stating that the Defendants “thought they were ready, but then everyone arrived,” and that “this is an unacceptable guest experience and the Fyre team takes full responsibility for the issues that occurred.”

FIRST CAUSE OF ACTION
Fraud and Deceit as against all Defendants

53. Paragraphs 1-52 are incorporated by reference as if fully set forth herein.

54. As previously set forth in the facts alleged above, Defendants made numerous false representations regarding the Fyre Festival, including, *inter alia*, that:

- a. Guests would be flown round-trip on a custom, VIP-configured Boeing 737 aircraft between Miami and Exuma International Airport;
- b. The food provided at the event would be a dining experience curated by Starr Catering Group and would provide attendees with a five-star cuisine;
- c. Villas would provide private residences located at Rokers point that would be “first class” and would be akin to an island AirBnB;
- d. VIP tickets would provide purchasers with an elevated experience, which would include access to VIP events, special viewing areas, special tables, premium bottle service and curated culinary experiences by a special chef on the island.
- e. First class entertainment would be provided by Blink-182, Migos, Rae Sremmurd, Lil Yachty, Major Lazer and twenty-eight other artists in addition to surprise guest headliners; and

f. On-site programming during the festival would include sunrise yoga, fitness boot camps, meditation, massages, art installations, and more.

55. All of the foregoing representations made by the Defendant proved to be entirely false and misleading.

56. Upon information and belief, Defendant knew months prior to the festival starting that the representations they made were false and misleading, but continued to advertise and promote the event. At the very least, Defendants continued to make the above-referenced representations with a reckless disregard for the truth.

57. These representations made by Defendant were made with the intent that Plaintiffs would rely upon these statements. Plaintiffs did, in fact, rely on these false and misleading representations to their detriment.

58. Based on the representations made by Defendants regarding the festival, Plaintiff Crossno and Plaintiff Thompson purchased their tickets to attend the festival, airline travel, VIP package and artist passes.

59. Plaintiff Crossno and Plaintiff Thompson paid in excess of \$13,000.00 for their tickets to attend Fyre Festival, upgraded lodging, a VIP experience and two artist passes.

60. Additionally, Plaintiff Crossno and Plaintiff Thompson experienced significant emotional pain and suffering from being stranded on a remote island in a foreign country without proper accommodations.

61. As a result of Defendants' deceitful and fraudulent conduct, Plaintiffs suffered damages in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00) in compensatory damages, said amount to be proven at trial.

SECOND CAUSE OF ACTION

(In the Alternative)
Fraud – Negligent Misrepresentation as against all Defendants

62. Paragraphs 1-61 above are incorporated by reference as if fully set forth herein.

63. As set forth fully above, all Defendants made numerous false representations regarding the Fyre Festival, including, *inter alia*, those contained in Paragraph 54, above. that:

g. Guests would be flown round-trip on a custom, VIP configured Boeing 737 aircraft between Miami and Exuma International Airport;

h. The food provided at the event would be a dining experience curated by Starr Catering Group and would provide attendees with a five-star cuisine;

i. Villas would provide private residences located at Rokers point that would be “first class” and would be akin to an island AirBnB;

j. VIP tickets would provide purchasers with an elevated experience, which would include access to VIP events, special viewing areas, special tables, premium bottle service and curated culinary experiences by a special chef on the island.

k. First class entertainment would be provided by Blink-182, Migos, Rae Sremmurd, Lil Yachty, Major Lazer and twenty-eight other artists in addition to surprise guest headliners; and

l. On site programming during the festival would include sunrise yoga, fitness boot camps, meditation, massages, art installations, and more.

64. All of the foregoing representations made by the Defendant proved to be entirely false and misleading.

65. Defendants expended a great amount to promote and advertise the event with the foregoing representations. Although Defendants may have truly believed that those

representations were true, based on the lack of preparation for the event and Defendants knowledge of the festival ground conditions months prior to the event taking place, Defendants had no reasonable grounds for believing the representations were true when they made them.

66. These representations made by Defendant were made to promote the event in an effort to increase the number of ticket package purchasers and attendees of the festival.

67. Relying directly on the representations made by Defendants, Plaintiff Crossno and Plaintiff Thompson purchased their tickets to attend the festival, airline travel, VIP package and artist passes.

68. Plaintiff Crossno and Plaintiff Thompson paid in excess of \$13,000.00 for their tickets to attend Fyre Festival, upgraded lodging, a VIP experience and two artist passes.

69. Additionally, Plaintiff Crossno and Plaintiff Thompson experienced significant emotional pain and suffering from being stranded on a remote island in a foreign country without proper accommodations.

70. As a result of Defendants' negligent and/or reckless conduct, Plaintiffs suffered damages in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00) in compensatory damages, said amount to be proven at trial.

THIRD CAUSE OF ACTION
Breach of Contract as against all Defendants

71. Paragraphs 1-70 above are incorporated by reference as if fully set forth herein.

72. Plaintiff Crossno and Plaintiff Thompson entered into a contract with Defendants, which set forth that Defendants would provide private custom chartered flights, luxury sleeping accommodations, five-star cuisine, and entertainment by world-renowned artists in exchange for money.

73. Plaintiffs provided payment in consideration for Defendants' promise to provide the aforementioned flights, accommodations, cuisine and entertainment.

74. Instead, Defendants breached the contract with Plaintiffs when they failed to provide the luxury accommodations as advertised, substandard food, which could not remotely be classified as five-star cuisine, and no musical entertainment by the advertised artists.

75. Plaintiffs expended in excess of \$13,000.00 for their tickets to attend Fyre Festival, upgraded lodging, a VIP experience and two artist passes.

76. After Defendants failed to perform pursuant to the contract, Plaintiffs were forced to expend even more money in order to arrange for emergency travel home after the event proved to be disastrous.

77. As a result of Defendants' deceitful and fraudulent conduct, Plaintiffs suffered damages in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00) in compensatory and consequential damages, said amount to be proven at trial.

FOURTH CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing as against all Defendants

78. Paragraphs 1-77 above are incorporated by reference as if fully set forth herein.

79. Plaintiffs entered into a contract with Defendants to provide a luxury festival experience in exchange for money. Plaintiffs provided payment in consideration for Defendants' promise to provide private custom chartered flights, luxury sleeping accommodations, five-star cuisine, and entertainment by world-renowned artists

80. As contained herein, Defendants engaged in disruptive behavior, which clearly interfered with Plaintiffs' right to receive the benefits of the contract.

81. Plaintiffs expended in excess of in excess of \$13,000.00 for their tickets to attend Fyre Festival, upgraded lodging, a VIP experience and two artist passes.

82. Following Defendants disruptive behavior, which interfered with Plaintiffs' right to receive the benefits of the contract, Plaintiffs were forced to expend even more money in order to arrange for emergency travel home after the event proved to be disastrous.

FIFTH CAUSE OF ACTION
Negligence as Against all Defendants

83. Paragraphs 1-82 above are hereby realleged and incorporated by reference as if fully set forth herein.

84. As a result of both the contracts or agreements entered into with Plaintiffs and the circumstances attending the promotion and organization of Fyre Festival, Defendants owed Plaintiffs a duty to safeguard them from harm and unreasonable risk of harm. Defendants promoted a festival offering luxury accommodations, induced Plaintiffs to purchase admission to the festival. In so doing, Defendants obligated themselves to ensure that the festival was supplied with adequate accommodations, facilities and infrastructure sufficient to provide a safe environment free of unreasonable risks to Plaintiffs and other attendees.

85. Defendants' conduct placed them in a relationship with Plaintiffs such that Defendants owed a duty of care to Plaintiffs in that: (1) the transaction in question was clearly intended to affect Plaintiffs; (2) the harm of continuing to allow guests such as Plaintiff to travel to an event "organized" by Defendants, when Defendants knew that the situation was unsafe and not as promised, was easily foreseeable; (3) the certainty of the harm suffered by Plaintiffs, and thousands of other festival-goers, is beyond dispute; (4) Defendants conduct is closely and inextricably bound to the harm suffered by Plaintiffs; (5) the "moral blame" attached to

Defendants' conduct cannot be overstated; and (6) public policy requires that such conduct be prevented in the future.

86. Defendants utterly failed to exercise that degree of care which a reasonable and prudent person would exercise under similar conditions, or where such a defendant of ordinary prudence would have foreseen that Plaintiffs' injuries were probable under the circumstances. Defendants completely failed to provide for the safety and well-being of attendees such as Plaintiffs, and in fact compounded and aggravated the risks of harm by failing to act when the severity of the risks became known. Defendants invited thousands of people to attend their event, and failed to provide even the most meager protections against the type of harm suffered by Plaintiffs.

87. Plaintiffs' injuries were actually and proximately caused by the conduct of Defendants in that, but for the conduct of Defendants, Plaintiffs would not have suffered harm and that harm was the natural and probable result of Defendants' conduct, which a person of ordinary prudence could have readily foreseen that such result, or similar consequences of an injurious nature, were probable under the facts known to Defendants. Had Defendants exercised reasonable care, they would have foreseen that injury to Plaintiffs and others was almost certain to result from Defendants' acts and omissions. Defendants reckless and grossly negligent conduct, evincing a total disregard for the safety and welfare of its invitees, included, *inter alia*:

- a. Failing to provide the facilities necessary to establish a safe and sanitary environment for its guests;
- b. Failing to adequately staff the festival in a way that would minimize the inherent risks associated with such a large gathering;

- c. Failing to cancel the festival once it became clear to Defendants that they would be unable to ensure the safety of their invitees;
- d. Continuing to accept payment for admission packages after it became clear that Defendants had not taken the steps necessary to ensure the safety of their invitees, thereby aggravating the already woefully deficient conditions Defendants knew invitees would encounter;
- e. Failing to adequately arrange for or supply return transportation to those invitees, essentially leaving them stranded without shelter, food, or water in a foreign country.

88. Plaintiffs were injured as a result of Defendants' negligence in an amount in excess of Twenty-Five Thousand dollars (\$25,000.00) in compensatory damages, in an amount to be proven at trial.

89. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should have known, far in advance of any actual injury to Plaintiffs, that such injury and harm were inevitable. A reasonably prudent person would have taken steps to mitigate or eliminate the foreseeable harm to Plaintiffs by notifying Plaintiffs and others that they should not attend the festival due to those unreasonable risks. Instead, Defendants, presumably motivated by the stream of money flowing in from unsuspecting customers, chose to persist in allowing invitees such as Plaintiffs to travel to the location of the festival with the full knowledge of unreasonable risks to which Plaintiffs would be exposed. Defendants' conduct was not only reprehensible, it was fraudulent, malicious, willful, wanton, and in reckless indifference to the consequences of their actions, thereby entitling Plaintiffs to punitive damages.

SIXTH CAUSE OF ACTION
Unfair and Deceptive Trade Practices, N.C. Gen. Stat. § 75-1.1, et seq. as against all
Defendants

90. Paragraphs 1-89 above are hereby realleged and incorporated by reference as if fully set forth herein.

91. Defendants' conduct was immoral, oppressive, unethical, unscrupulous, and deceptive, as more fully set forth in the factual allegations above.

92. The entirety of Defendants' relevant conduct was related or pursuant to their business enterprise of promoting, organizing, and conducting Fyre Festival, and was therefore in or affecting commerce.

93. Defendants' unfair and deceptive business practices are the actual and proximate cause of the harm suffered by Plaintiffs.

94. As a result of Defendants' conduct, Plaintiffs have suffered damages in an amount in excess of Twenty-Five Thousand dollars (\$25,000.00) in compensatory damages, in an amount to be proven at trial. Pursuant to N.C. Gen. Stat. § 75-16, Defendants' conduct entitled Plaintiffs to an award of treble their compensatory or other damages, and an award of Plaintiffs' reasonable attorneys' fees pursuant to N.C. Gen. Stat. 75-16.1.

SEVENTH CAUSE OF ACTION
Civil Conspiracy / Facilitation of Fraud as against All Defendants

95. Paragraphs 1-94 above are hereby realleged and incorporated by reference as if fully set forth herein.

96. Plaintiffs are informed and believe, and thereon allege that Defendants, acting in concert and as confederates, agreed and conspired to defraud Plaintiffs by jointly and willfully employing false and misleading statements and other representations in promoting Fyre Festival,

with the intent of inducing Plaintiffs to purchase the “package” including airfare, accommodations, and passes, when Defendants knew or should have known that their statements were false.

97. Plaintiffs are informed and believe, and thereon allege, that there were numerous wrongful and tortious acts committed by Defendants in furtherance of this conspiracy, including but not limited to providing Plaintiffs with false and misleading information on the nature and status of Fyre Festival, intentionally concealing the nature of and severity of the problems with Fyre Festival when they knew or should have known that they would be unable to fulfill the promises made to Plaintiffs, and recklessly exposing thousands of festival attendees to harsh and dangerous conditions of Defendants’ own making.

98. Plaintiffs were injured as a result of that conspiracy in that they have lost the value of their purchase of a Fyre Festival package and suffered severe emotional distress and physical discomfort, in an amount in excess of Twenty-Five Thousand dollars (\$25,000.00) in compensatory damages, in an amount to be proven at trial.

PRAYER FOR RELIEF

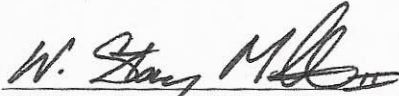
WHEREFORE, Plaintiffs, respectfully pray this honorable court for relief as follows:

1. Trial by jury on all issues of fact;
2. That Plaintiffs have and recover judgment against the Defendants, jointly and severally, such amounts as will compensate Plaintiffs for all compensatory damages as proven at trial to be in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and within jurisdictional requirements of the Superior Court;
3. That the Plaintiffs recover from the Defendants the costs of this action;
4. That the Plaintiffs recover interest and attorney fees as permitted by law; and

5. Such other and further relief as the court may deem appropriate and proper.

This 9 day of May, 2017.

MILLER LAW FIRM, PLLC

By: 

William Stacy Miller, II

Attorney for Plaintiff

N.C. State Bar #

Post Office Box 1769

Raleigh, NC 27602

Telephone: (919) 348-4361

Facsimile: (919) 729-2953

E-mail: stacy@miller-lawfirm.com



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EXHIBIT**
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FAA REGISTRY

N-Number Inquiry Results

N458UW is Assigned

Aircraft Description

Serial Number	25022	Status	Valid
Manufacturer Name	BOEING	Certificate Issue Date	11/03/2016
Model	737-4B7	Expiration Date	11/30/2019
Type Aircraft	Fixed Wing Multi-Engine	Type Engine	Turbo-fan
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / oct)	51310653
MFR Year	1991	Mode S Code (base 16 / hex)	A591AB
Type Registration	Corporation	Fractional Owner	NO

Registered Owner

Name	SWIFT AIR LLC		
Street	7306 W MARKET ST		
City	GREENSBORO	State	NORTH CAROLINA
County	GUILFORD	Zip Code	27409-1844
Country	UNITED STATES		

Airworthiness

Engine Manufacturer	GE	Classification	Standard
Engine Model	CFM56 SERIES	Category	Transport
A/W Date	03/15/1991		

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at <http://aircraft.faa.gov/e.gov/ND/>

Other Owner Names

None

Temporary Certificates

Certificate Number	T168250	Issue Date	11/03/2016	Expiration Date	12/03/2016
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FYRE STARTERS

To ignite the Fyre Festival, we compiled 400 of the most influential personalities globally to launch a coordinated influencer marketing campaign.

On Monday, December 12th at 5pm an ambiguous orange tile was posted to the below accounts reaching over 300mm people in 24 hours

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

They are key personalities to lead the attendance of an influential audience at the Fyre festival around the world and therefore your potential brand partners



Kendall Jenner
72.5m followers
6.3m likes



Emily Ratajkowski
10.6m followers
48k likes



Bella Hadid
9.7m followers
94k likes



Chiara Ferragni
7.8m followers
13 k likes



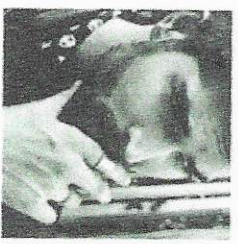
Hailey Baldwin
8.6m followers
56.1k likes



Rocky Barnes
885k followers
14.6 likes



Alessandra Ambrosio
7.6m followers
21 k likes



Nick Bateman
6m followers
34k likes



Yovana Ventura
4.7m followers
6.7k likes



Bella Thorne
14.8m followers
4.5k likes



Marcus Butler
3.6m followers
39.2k likes



Elisa Hosk
3.2m followers
19.2k likes



Jen Selter
10.5m followers
5k likes



Paulina Vega
2.7m followers
5.5k likes

PLAINTIFF'S EXHIBIT
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esbabet

April 28, 2017 5:51 pm

I Worked at Fyre Festival. It Was Always Going to Be a Disaster.

By Chloe Gordon



Photo: Courtesy of Twitter/MattHalfhill

In early March, a friend of mine texted me to ask if I wanted to be a talent producer for [the Fyre Festival](#). I'd never heard of it, but the gig involved going to the Bahamas and being paid extremely well. So I said yes and packed my bags. The festival was supposed to be a luxury music retreat where elite millennials could mingle with "influencers" and models. Tickets cost between \$1K and \$125K, gourmet food and accommodations were promised. I was planning to spend the next two months working on the festival, but a mere four days after I arrived I was back on a plane to New York because the whole thing, as everyone now knows, [was a complete disaster](#). I was briefly involved in the planning of the event and got a front-row seat to chaos.

On March 14, I flew from Miami to the island of Great Exuma to get the planning started. I was excited, at least at first. Flying in, the water looked beautiful — but I was almost immediately warned not to go near it because of a rampant shark problem. That was an omen I regrettably missed.

After we landed, we drove to the festival site to assess our goods. When we arrived, my initial reaction was "huh." This was not a model-filled private cay that was owned by [Pablo Escobar](#). This was a development lot covered in gravel with a few tractors scattered around. There was not enough space to build all the tents and green rooms they would need. There was not a long, beautiful beach populated by swimming pigs. There were, however, a lot of sand flies that left me looking like I had smallpox. Still, I had hope.

My job as a talent producer was to coordinate travel and on-site logistics with the artists who would be performing: Blink 182, Major Lazer, Disclosure, among others, had already signed on. I would be working with

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an 11-person team and a few of the festival executives. The production team was all new hires and, before we arrived, we were led to believe things had been in motion for a while. But nothing had been done. Festival vendors weren't in place, no stage had been rented, transportation had not been arranged. Frankly, we were standing on an empty gravel pit and no one had any idea how we were going to build a festival village from scratch.

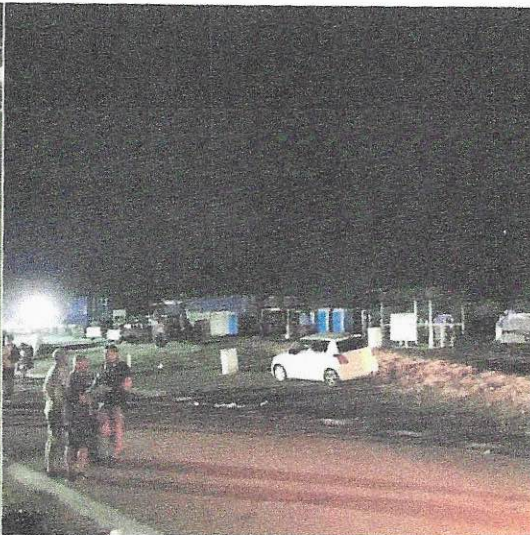
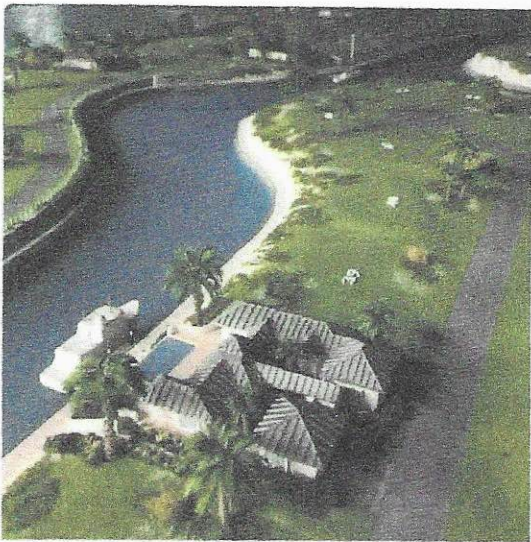


Here's what the Fyre Festival was supposed to look like.

Pending disaster aside, I started working from an island rental house. I contacted the booked artists' tour managers to start to coordinate. Almost all of them had the same question for me, which was along the lines of, "Hey ... Where's our money??" I tried to email the business manager to get an answer, who said something like "stand by" for three days in a row. By the end of the week it became clear they would not pay the people they owed.

On Wednesday, Ja Rule arrived for a "site visit." I don't know if he actually visited the "site" but he did spend a lot of time on a yacht, according to his Instagram. Meanwhile the event planners were holed up indoors putting 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. Planners also warned that it would be not be up to the standard they had advertised. 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 Fyre execs to deliver the news. A guy from the marketing team said, "Let's just do it and be legends, man."

At this point it was pretty clear that this was a mess and I shared my concerns with the man I reported to. But he assured me that the Fyre execs were legit, and said some socialite was underwriting the whole thing. The budget was okayed and we were told to carry on with our planning. That night Ja Rule gave a toast. "To living like movie stars, partying like rock stars, and fucking like porn stars." If Ja Rule is punished for anything perhaps it should be that.



William N. Finley IV

W N FINLEY

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Expectation vs. Reality #fyre #fyrefestival

11:23 PM - 27 Apr 2017

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Still, we proceeded. Thursday night we flew to Miami where we would work with a fully functioning internet connection. The artists still hadn't been paid. It was my job to try and be charming while explaining to tour managers that no, there still was no money or a technical director for the festival. There was, somehow, a secured alcohol sponsor, however. This whole thing was playing out as a hilarious disaster. It was clear to most of us that nothing was going to come together at this rate.

The next day, things really started to fall apart. On Friday, lots of people on the production team got fired. I did *not* get fired. I *did* get a phone call that same night that said something along the lines of, "Congratulations, the guys will allow you to continue to work on the festival! For two thirds of what you asked for. And we're not paying the artists yet." So with that, I quit. I told the tour managers I had been in contact with that I was going to take myself off the project. And then I flew back to New York and waited eagerly for six weeks to see how Fyre Festival would play out.

Then yesterday, to my dark delight, the rug was pulled out from under them. In the morning headliner and all-around relevant band in 2017 Blink-182 pulled out, citing sub-par production standards. Last night the festival evacuated almost everyone off the island on account of they didn't have food or tents for anyone (minor details). Today, after a wild night of #fyrefestival terror broadcast on social media, Fyre announced the festival would be indefinitely postponed.

I cannot explain how or why the bros running this festival ignored every warning sign they were given along the way. The writing was on the wall. I saw it firsthand six weeks ago. They overlooked so many very basic things. And baby, they forgot to make me sign an NDA.

CONNECT:

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Fyre Festival [Follow](#)

Fyre Festival is a cultural moment created from a blend of music, art, and food. Experience a journey in ...
Apr 16 · 13 min read

Welcome to Fyre Festival

04 .15.2017



INTRODUCTION

Fyre Festival is journey and destination, a place where music, culture, and food combine, igniting our curiosities and our passions over two weekends on one of the most sought after and secluded islands in the world.

Months of hard work have resulted in a one-of-a-kind festival designed with every detail in mind. Now, writing this from Great Exuma, the main site of the festival, as it's literally being built from the ground-up, we're excited to share specific details of what to look forward to.



Take a read below and if you have any questions, definitely reach out to us at concierge@fyreapp.com or call our team at 401-753-FYRE (3973).

CHECKING IN

Fyre Festival is so much more than just the days you spend with us on-island. We're working with the Bahamian government and our charter operator, Swift Air, to create an efficient check-in experience that captures the spirit of the festival from the moment you join us.



When do I check in to Fyre Festival?

Before your flight from Miami to Fyre Festival, out of Miami International Airport, we'll have a Fyre Festival concierge at the gate

to help you with all of your sign-in needs. Please be sure to leave a little extra time (at least three hours) to arrive early to the airport to make sure you can get your wristband without feeling a time crunch. The Bahamas is an international destination, and these are the operator's recommendations.

When will I receive my Fyre Festival wristband?

All guests will receive their Fyre Band wristband at the Fyre Festival concierge at the departure gate before their flight from Miami International Airport to Exuma International Airport. Your Fyre Band is your digital identity at Fyre Festival, so don't board the plane without yours!



How will I know where to find my lodging?

If you arranged lodging through Fyre Festival, head to the Fyre Festival concierge at the departure gate and you'll receive your Fyre Band as well as a color-coded luggage tag and tent number to help you easily find your lodging.

How will I get to my lodging once I land at Exuma International Airport?

On the short plane ride from Miami to Exuma, we'll have in-flight concierges to help with your custom cards and immigration. On landing, proceed through expedited customs and we'll have Fyre

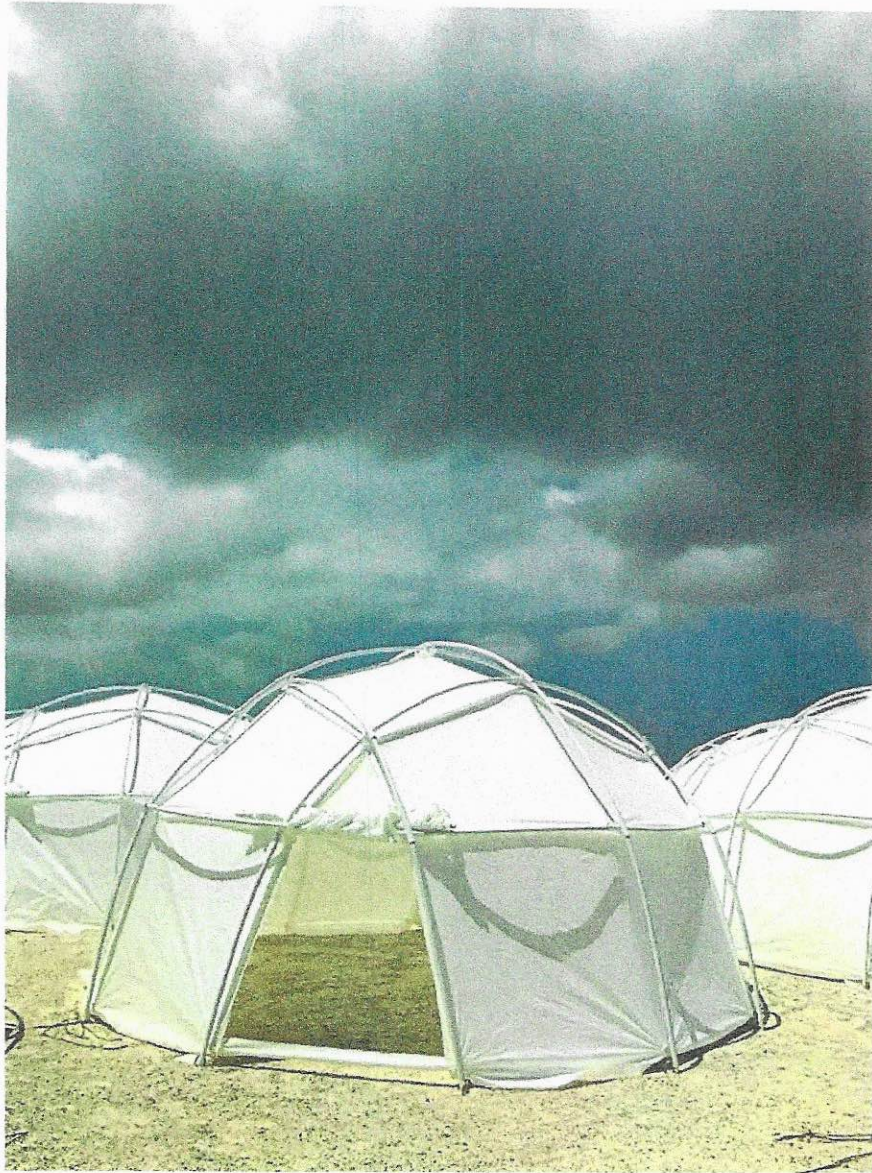
Festival branded buses to escort you and your luggage to your lodging at the main campgrounds at Rokers Point.

...

LODGING AND ACCOMMODATIONS

Life at the festival is all about partying at the main stage and relaxing on the beach during the day. We also know that where you lay your head at night is super important. The more you rest, the more you can enjoy the activities that are waiting for you at Fyre Festival.





What are the housing options at Fyre Festival?

There are a variety of accommodations available at Fyre Festival. The most common lodging will be our tents with additional options to upgrade to villas or hire yachts for the weekend.

What are the tents like?

Our tented structures are geodesic domes built out of incredibly sturdy, yet lightweight material. All tents are furnished with real beds (think mattresses and bed frames), fresh linens, pillows, and simple considerations that match our island life. Panels of the tents can be opened like windows to allow in ocean breezes or closed if things get

chilly. Fyre Festival is about unplugging, which means our tents are lit with solar-powered bulbs and do not have running electricity. The tents are meant to be unfussy retreats to rest with much of the festival life taking place at our venues. As such, the tents provide the bare necessities to our guests while offering simple comforts. Note, the pictures in this post show our domes just after instillation, we're excited to share interior photos which show their eco-contemporary aesthetic.

What if I need to charge a phone?

Every guest will have complimentary access to portable power chargers at their local Concierge Desk. We'll have a large supply of tools to help you stay as connected as you want to be.

What's the Concierge Desk?

Every lodging village has a unique Concierge Desk, staffed all day and all night by our best Fyre Festival staffers and security. The Concierge Desk is the heart of each village, providing advice, support, and help however and whenever you need it. Stop by with questions, requests, or just to say hi.

Do the tents have locks on them?

Our tented structures (i.e. Like the Retreat, The Duo, The Nest, and the Lodge) do not have locks on them, but all our tents are located in distinct neighborhoods serviced by 24-hour security details at our local Concierge Desks. With this in mind, we recommend only bringing your absolutely necessary valuables. We recommend leaving your computer at home. We take your safety very, very seriously and we're making sure festival staff are always available and on call to help you.

What should I do with my valuables?

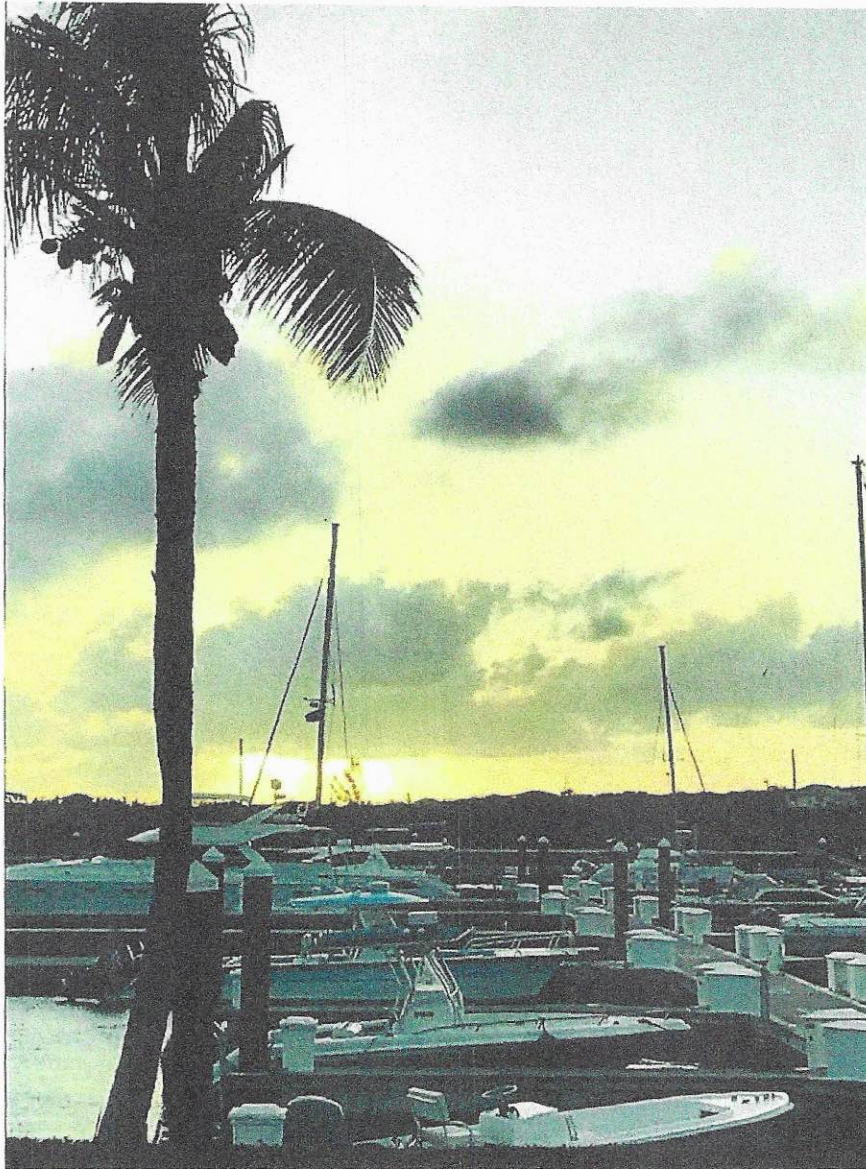
Every guest will have complimentary access to secure lockers at their local Concierge Desk to lock away any valuables. Fyre Festival is an island event, so we recommend packing for island life and only bringing absolutely necessary valuables. This would be a good time to leave the computer at home.

What if I need something not already in the tent?

Every tent neighborhood will be serviced by a 24-hour Concierge Desk to assist with any question or request you have. Just walk over and ask and we'll do everything we can to help. We've also opened a Fyre Festival Convenience Store stocked with all kinds of essentials to help you stay cool and stay safe at the festival.

What are the villas like?

The villas are private residences located right around Rokers Point. Think of them as private residences similar to an island AirBnB. We'll provide complimentary transportation to and from the Villas.

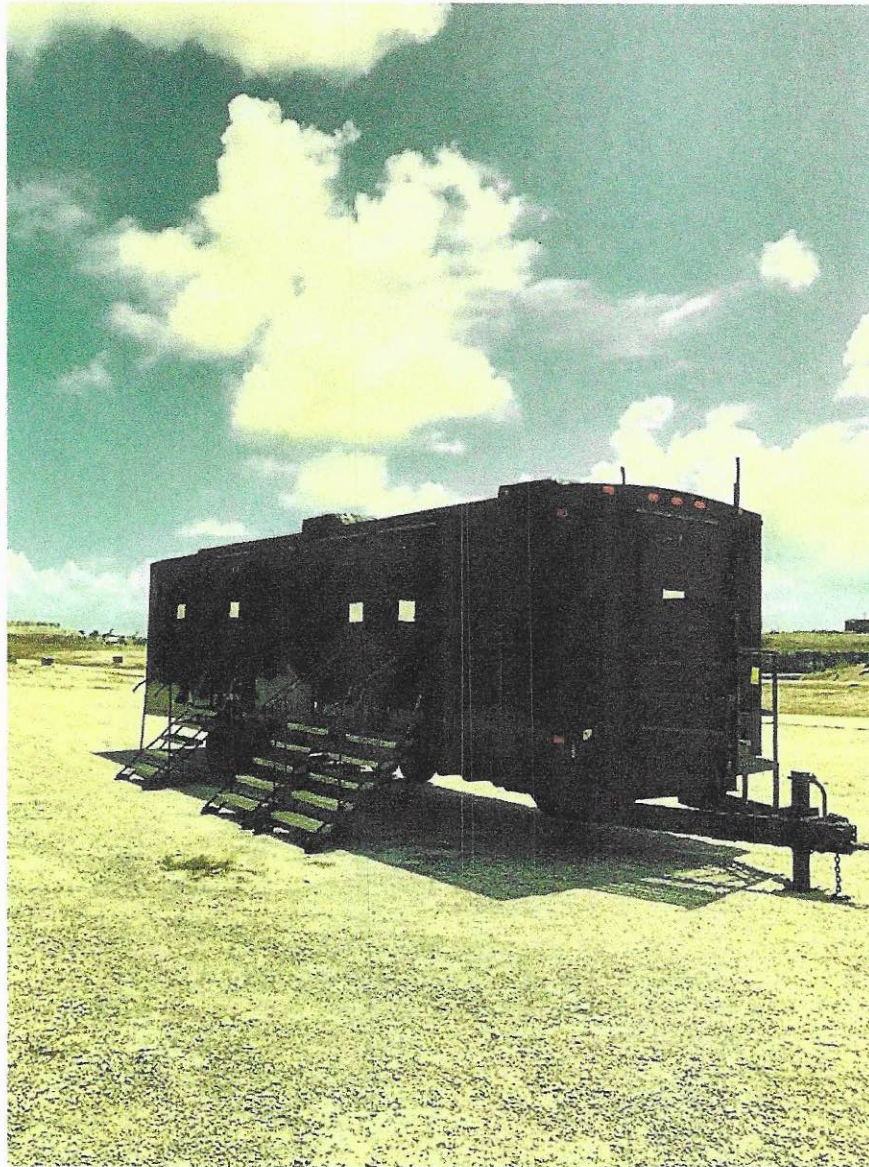


What are the yachts like?

The yachts vary in class and size, but all of them provide comfy sleeping accommodations for larger groups, as well as a full crew, private catering, and fuel considerations. Our larger yachts also have sundecks and other island amenities to help you unwind.

What is included in housing accommodations?

All housing comes with a comfortable bed for each guest, pillows, soft linens, and various furnishings. Communal restrooms and charging stations will be available in all of our tented neighborhoods.

**Are there public bathrooms?**

Yes, shared communal bathrooms with showers will be accessible throughout the island. Please note, there will be no private bathrooms.

Will there be laundry facilities?

No, there will be no laundry facilities available on the island. That means you should consider bringing extra towels, simple necessities, and enough clothing to last your duration of your stay. Please pack accordingly.

What do I need to bring with me to the island?

Less than you think. Fyre Festival is a place to unwind, unplug, and be present. Pack only what you'd need for a tropical island getaway. Sunscreen and (non-aerosol) bug repellent are highly recommended.

GENERAL DETAILS

Our largest consideration is how to get you to the festival and set you up in your new island home. But that's just the beginning. We're designing an entire experience with you in mind, from how you get around the festival, to diverse musical performances, all the way down to how you pay and seamlessly keep track of your schedule.



What is Coco Plum Beach?

Coco Plum Beach is the day-time, beachside destination at Fyre Festival. Seven miles of white sand beaches will be filled with patrons lounging at the cabana, enjoying a light snack, or listening to deep house/electronic sets in the sun. Lounges and Cabanas are available daily for an additional fee, and additional food and drink options will be available for an additional charge.

What are the hours at Coco Plum?

Coco Plum will be open from 10am–7:30pm during the Festival. Complimentary jitneys will transport guests from Rokers Point to Coco Plum all day long. Please note, the last call for rentals and service on Coco Plum will be 5pm as festival goers prepare for festivities at our Rokers Point main stage.

How do I get to Coco Plum?

Complimentary jitneys and buses will transport guests from Rokers Point to Coco Plum all day long during the festival. Hop on and hop off as you see fit (please note, Coco Plum will be open from 10am–7:30pm during the festival).

How will I pay for things on the island?

Fyre Festival is a cashless festival designed to be experienced with your digitally-enabled Fyre Band, a wristband that acts as your festival ID and password-protected payment method. ATMs will not be available on at either event site, so plan ahead if you think you'll want cash on hand in case of emergency.

When will the lineup be announced for both weekends?

Right this very minute. We've announced the headliners for both weekends (see below for those names) but additional acts and special guests are being added every day. Surprises await you at Rokers Point.

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

Is everything walking distance?

We've made sure transportation will be available to and from all parts of the festival. Almost all of venues are in walking distance, with additional travel made possible by complementary jitneys.

VIP ACCESS

Every guest at Fyre Festival will have access to an elevated experience on Rokers Point. We're also providing ways to upgrade every part of the experience outside of your accommodations including unique access, special tables, premium bottle service, and more hidden perks to be discovered on-island. The way you stay is different from the way you play.

What is included in a VIP ticket?

The VIP ticket will provide you 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. You can find them here. Additional packages and offers will be available closer to the festival date on Tablelist.

TRAVEL & TRANSPORTATION

We're cutting any sort of stress from your experience, from the festival grounds to your journey in to see us. We've set up travel and transportation consideration on every leg of your stay, from the flight in to your day-to-day excursions at the festival.

How do I get to Miami?

However you want! This is your responsibility. There are several airports that service the larger Miami area, but please remember flights to Fyre Festival will leave from Miami International Airport.

Where do the flights leave from in Miami?

Flights will be departing and arriving at local Miami airports. 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 Great Exuma?

Flights will be leaving from Miami to Great Exuma from sunrise to sunset Thursday and Friday. Flights will be leaving from Great Exuma to Miami from sunrise to sunset Sunday and Monday. You will take a private chartered flight from Great Exuma to Miami, and back.

How and when do I schedule my flight 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 assigned on a first-come, first-serve basis.

How do I change my flight reservation or request a flight with a friend?

Flight reservations may be changed, space permitting. To coordinate any changes, please reach out to conciierge@fyreapp.com or give us a call at 401-753-FYRE (3973).

What do I need to board the plane?

You will need a passport with an expiration date at least 6 months after the date of your departure, and a valid ticket for the correct weekend.

What if I miss my flight?

We're here to help. Our concierge will make every effort to schedule you on the next flight, but an additional charge may apply. If you miss the last available flight, we will do everything we can to assist you but please understand, due to the remote nature of Great Exuma, this may not be possible. Please allow yourself ample time to arrive for your flights.

What type of private aircraft will be used as transport to Great Exuma?

Fyre has commissioned complimentary Boeing 737s to charter our guests to and from the festival. Other aircraft will be available at the festival, please email conciierge@fyreapp.com for more information.

FOOD & BEVERAGE

Food and beverage are a big part of your festival experience. We're creating a culinary program to keep you fed and fueled throughout your stay. We're also designing special food concepts and pop ups to help you upgrade your meal options and celebrate with chilled bottles of whatever you and your guests desire.

What kind of food is included with my purchase

Fyre Festival's culinary options are included in the price of your ticket. There will be additional options for purchased food at venues and exclusive culinary experiences available at certain VIP levels. Upgrade your stay [here](#). Fyre is tirelessly working with a variety of local and international chefs to create a one-of-a-kind culinary experience for all our guests.

How is Fyre Festival accommodating dietary restrictions?

We will make our best efforts to accommodate any and all food restrictions. Keep an eye out for an email prior to the event to confirm any restrictions. Questions? Concierge@fyreapp.com or give us a call at 401-753-FYRE (3973).

Is alcohol included? What kind will be available?

Alcohol is not included in the standard festival ticket, but will be available for purchase throughout the island. Anything you would find at your favorite bar, you will find at Fyre Festival with added local specialities. Keep an eye out for drink menus to be released prior to the festival. Certain VIP tickets include open bar. Upgrade your stay [here](#) and please party responsibly.

Can I bring my own alcohol?

No. We have a zero-tolerance policy and reserve the right to confiscate any alcohol brought onto the festival grounds. Fortunately, alcohol in all shapes and forms can be purchased on the island. Please party responsibly.

WIFI & COMMUNICATIONS

We're all about unwinding, resting, and unplugging. While we encourage all our guests to be present throughout the festival, we're making sure there are ways for you to connect with us, your group, or your social world.

Will my phone work?

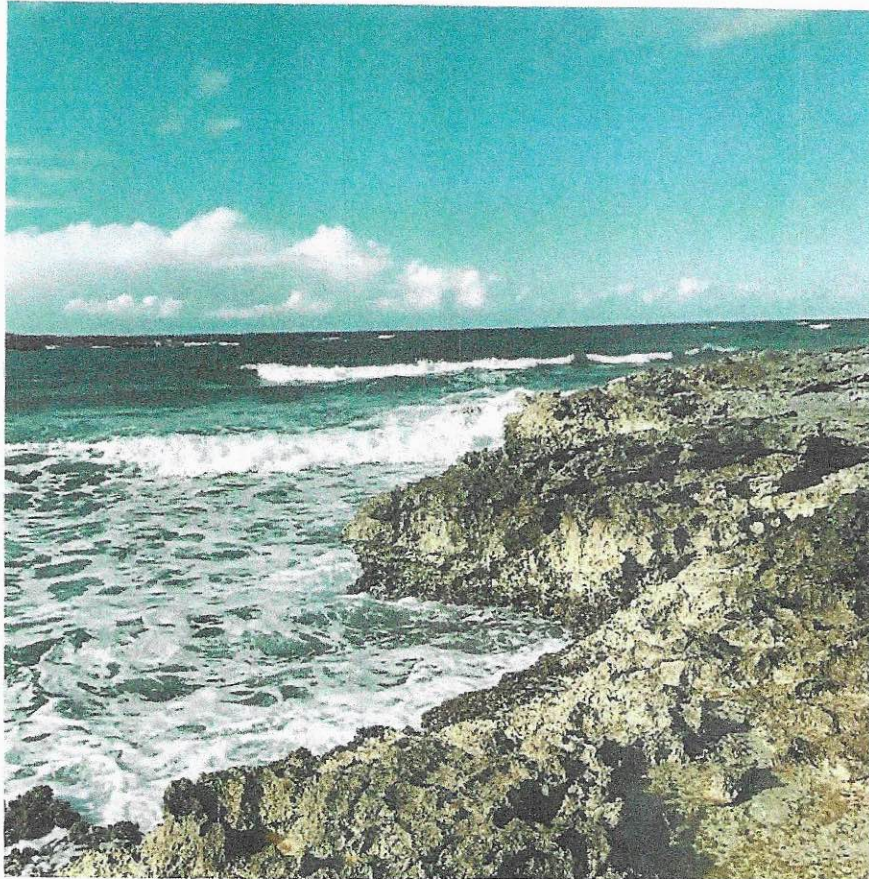
Your phone will likely work, but please check with your carrier for international charges before departing.

Will there be WiFi on the island?

Yes. We have arranged for WiFi to run throughout the entirety of the festival. Due to the remote location, WiFi service cannot be guaranteed outside of the main venues.

SECURITY

At the same time that we're planning a passionate festival experience, we're also making sure that your time here is safe and secure. Fyre Festival is a place to unleash and unwind but that can't happen without the utmost commitment to your safety and well-being.

**Will there be medical staff on the island?**

Yes, your healthy and safety are paramount. There will be a medical tent on the island with a team of professional medical providers. In the event of an emergency, guests will be transported to local area hospitals in Nassau or Miami.

Is the water safe to drink?

Filtered water is safe to drink. We will have water bottle filling stations throughout the island and bottled water available for purchase.

Is there security on the island?

Fyre Festival is working with local law enforcement, private contractors, and the Royal Bahamian Defense Force to provide a secure festival experience. Security will be on site for the duration of the festival. Remember, each guest plays a key role in promoting a



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.