

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

CASE NO.:

BEACH ENTERTAINMENT FL LLC

Plaintiff,

v.

PHILLIP ANDRE ROURKE, JR a/k/a
MICKEY ROURKE,

Defendant.

_____ /

COMPLAINT

Plaintiff, BEACH ENTERTAINMENT FL LLC, (hereinafter “Plaintiff”), by and through undersigned counsel, sues the Defendant, PHILLIP ANDRE ROURKE a/k/a MICKEY ROURKE, (hereinafter “Defendant”), and alleges:

NATURE OF ACTION

This is an action for breach of contract and unjust enrichment which arises out of the Defendant’s failure to perform acting services legally agreed to in a written contract dated January 23, 2024.

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages which does exceed \$50,000.00, exclusive of court costs, attorney’s fees, and interest, and therefore within the jurisdiction of this Court.
2. Defendant is a resident of Los Angeles County, California who has consented to personal jurisdiction in Florida pursuant to Fla. Stat. §685.102.
3. Plaintiff is Florida based LLC which does business in Pinellas County, Florida.
4. This Court has subject matter jurisdiction over these parties for the claims asserted herein, due to the causes of action arising within the jurisdiction of this court and therefore venue

and jurisdiction are proper.

5. This Court has personal jurisdiction over Defendant because: (a) Defendant has contractually agreed to jurisdiction in the State of Florida and (b) Defendant's breaches of contract occurred within Pinellas County, Florida.

6. Venue of this action is proper in this Court pursuant to Florida Statutes § 47.011, *et seq.*, as the causes of action alleged and all material events giving rise to this suit occurred within Pinellas County, Florida.

GENERAL ALLEGATIONS TO ALL COUNTS

7. On or about January 23, 2024 Plaintiff entered into a contract (exhibit "A") with the Defendant for travel and acting services to occur from March 5, 2024 through March 9, 2024 for the feature film currently titled "Mother Nature and the Doomsday Prepper."

8. Pursuant to the terms of the contract, Plaintiff expended monies for first class travel, five-star hotels, and limousines for Defendant and his team in addition to paying Defendant a \$25,000 advance of his executive producer fee.

9. On or about March 4, 2024, Plaintiff suffered damage to their business when less than 24 hours prior to Defendant's scheduled arrival, Defendant's agent notified the Plaintiff that Mr. Rourke would not meet his commitment.

10. Plaintiff's film production was unable to proceed on March 6, 2024 the first date Defendant was scheduled to perform.

11. Production resumed on March 7, 2024.

12. To date, Defendant has ignored and/or failed to pay the Plaintiff the current amount of damages necessary to put Plaintiff to its pre-loss condition, including but not limited to the potential loss of revenue to the Plaintiff from actor's failure to perform in the film.

13. All conditions precedent, if any, to bringing or maintaining this complaint have been met, have occurred, have been performed, or have been waived.

COUNT I – BREACH OF CONTRACT

14. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 13 as if fully set forth herein and further states:

15. Defendant's failure to adhere to the terms of the contract dated January 23, 2024 is a material breach of the contract.

16. As a result of Defendant's material breach of contract Plaintiff has been damaged and it has become necessary for Plaintiff to retain the services of the undersigned attorney.

WHEREFORE, Plaintiff demands judgment against Defendant for all losses with interest on any overdue payments, any incidental and foreseeable consequential damages caused by Defendant's breach of contract, plus attorney's fees and costs, pursuant to sections § 57.041, Florida Statutes, and demands a trial by jury.

COUNT II – UNJUST ENRICHMENT

17. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 16 as if fully set forth herein and further states:

18. This is an action for unjust enrichment against Defendant and is pled in the alternative to Count I for breach of contract.

19. At all times material, a benefit was conferred upon the Defendant and Defendant has knowledge thereof, including but not limited to the requesting and acceptance of a \$25,000 monetary advance.

20. Defendant has been unjustly enriched at the expense of Plaintiff.

21. Plaintiff is entitled to damages as a result of the Defendant's unjust enrichment.

WHEREFORE, Plaintiff demands judgment against Defendant for all losses with interest on any overdue repayments, any incidental and foreseeable consequential damages caused by Defendant's unjust enrichment, plus attorney's fees and costs, pursuant to sections §57.041, Florida Statutes, and demands a trial by jury.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all counts and on all issues so triable.

DESIGNATION OF E-MAIL ADDRESSES

Plaintiffs designate the following e-mail addresses for service of court documents in this action.

Cameron W. Brumbelow, Esq. Cameron@BrumbelowMorales.com
E-Service Designation Jennifer@BrumbelowMorales.com

DATED: August 22, 2024.

/s/ Cameron W. Brumbelow
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