

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

BEACH ENTERTAINMENT FL LLC

CASE NO.: 24-3782-CI

Plaintiff,

vs.

PHILLIP ANDRE ROURKE, JR.

Defendant. /

NOTICE OF FILING AFFIDAVITS

Comes Now, the Plaintiff, BEACH ENTERTAINMENT FL LLC, by and through undersigned counsel and pursuant to Fla. R. Civ. P. 1.310(f) and 1.330, hereby gives notice of filing the Affidavit of Laurie Criego and Affidavit of William Criego in the above matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to Phillip Andre Rourke, Jr., at his last known address of 6520 Drexel Avenue, West Hollywood, CA 90048 this 8th day of September, 2025.

/s/ Cameron W. Brumbelow
CAMERON W. BRUMBELOW, ESQ.
Fla Bar No.:0164178
MELISSA G. MORALES, ESQ.
Fla Bar No.: 1022142
Brumbelow Morales, P.A.
10261 4th Street North
St. Petersburg, FL 33716
(727) 202-2282
(727) 563-0703(fax)
Attorney for the Plaintiff
Cameron@BrumbelowMorales.com
Melissa@BrumbelowMorales.com
Jennifer@BrumbelowMorales.com

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

BEACH ENTERTAINMENT FL LLC

CASE NO.: 24-3782-CI

Plaintiff

vs.

PHILLIP ANDRE ROURKE, JR.

Defendant

/

AFFIDAVIT OF WITNESS LAURIE CRIEGO

COMES NOW the Affiant: Laurie Criego, who affirms that the following is true and correct, based on personal knowledge, under penalty of perjury and fraud:

1. I am a managing member of Beach Entertainment FL LLC, which provided the funding to produce the feature film “Mother Nature and the Doomsday Prepper”.
2. I am also an Executive Producer and Writer for the project.
3. When Micky Rourke’s agent submitted him via Actor’s Access for the role of “Zeus” I had a meeting with our team and we discussed the great benefit of having an actor of Rourke’s stature on our independent film. I strongly believed this would almost ensure that having an Academy Award Nominee on our cast would enable us to sell our project. William Criego and I made a personal loan to Beach Entertainment to cover Mr. Rourke’s fees and the added expenses for he and the team that he travels with. They all required first-class airfare and five-star accommodations.
4. I agreed to have the entire shooting schedule reworked, since Mr. Rourke could only commit to our final week.

5. As part of our agreement with Mr. Rourke, an advance of \$25,000 was wired to him on January 24, 2024. His agent, Ian Stack, confirmed receipt of the funds in an eMail that same day. A copy of the bank statement and wire confirmation are attached hereto and incorporated herein as Exhibit “A”.
6. As expected, we did get positive press when we announced that Rourke had signed on to our project. In February 2024 the *Tampa Bay Times* ran an article headlined “Mickey Rourke coming to Tampa Bay to play Zeus.” *FilmTampaBay* also put this on their social media accounts. *The Cinemaholic* ran a great article on their website and social media. A copy of the positive press articles are attached hereto and incorporated herein as Exhibit “B”.
7. Mr. Rourke required many special arrangements that took our team’s time: special hair and makeup needs, pre-approval of his costumes, re-working of costumes to cover his extensive tattoos, shortening of his lines, and training crew on how to use cue cards. Custom costumes were sewn to his specific size.
8. On March 4, 2024, less than 24 hours prior to his scheduled arrival time, the agents for Mr. Rourke notified me that Mr. Rourke would not be able to fulfill his commitment and would not be arriving on set, due to a schedule issue that arose on his then current project. I asked his team if they would give us a chance to present an alternative schedule and they agreed.
9. Our team attempted to accommodate Mr. Rourke, which was difficult since we were in our final week of shooting. We worked late into the

evening and had multiple phone conversations with his team to work out a revised schedule that would allow him to still be part of our project. His team verbally said this would work. I approved hiring our lawyer to draft an Addendum. Upon minutes notice, and late in the evening, our lawyer wrote an addendum to Rourke's contract. I was shocked when his team ultimately rejected the addendum that documented what they had verbally agreed to, just an hour earlier.

10. As a result of Mr. Rourke rejecting the addendum, Mr. Rourke breached his contract with us and we had to halt filming.

11. On March 4 at 9:42 pm is agent, Ian Stack sent an eMail that said :

“Dear Laurie and Cameron,

It is with great regret that I must inform you that Mickey has decided not to sign the addendum. We understand the gravity of this decision and recognize the impact it will have on the production. We sincerely apologize for all the inconvenience and disruption this will cause. It is only right to tell you that you should recast Mickey's role. Furthermore, we acknowledge that Mickey must take responsibility for his actions and accept any financial consequences resulting from this situation.

Once again, we apologize for the inconvenience and disappointment this may cause. Please let us know if there is anything we can do to assist with the transition or if you require any further information.

Best regards,

Ian”

A copy of the e-mail from Mr. Rourke’s agent is attached hereto and incorporated herein as Exhibit “C”.

12. On March 11, I was copied on an eMail to Rourke’s team with instructions on how to wire the return of the \$25,000.

“Good afternoon Ian, We are still calculating the cost to the production of Mickey breaching his agreement. but in the meanwhile, I wanted to get you our wire transfer information for the return of the \$25,000 advance. I would appreciate it if you could let me know when these funds can be returned as we will need them to help cover the cost of the replacement talent.”

All information needed for them to wire the funds was included in this eMail. A copy of said e-mail is attached hereto and incorporated herein as Exhibit “D”.

13. On March 20, 2024 I was copied on an e-mail from our producer, who sent a follow up email asking for a response and a date when the funds would be returned. To date, I have not received a copy of any response to the e-mails. Bill Criego and I have not yet been paid back for any of the funds we advanced. The follow-up e-mail is contained in Exhibit “D” attached hereto and incorporated herein.

14. The out-of-pocket expenses Bill Criego and I have incurred and have not yet received reimbursement for are as follows:

Security Deposit paid on 1/25/24. Refund requested on 3/11/24 and 3/20/24	\$25,000
---	----------

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

BEACH ENTERTAINMENT FL LLC,

CASE NO.: 24-3782-CI

Plaintiff,

vs.

PHILLIP ANDRE ROURKE, JR.,

Defendant

/

AFFIDAVIT OF WITNESS WILLIAM CRIEGO

COMES NOW the Affiant: William Criego, who affirms that the following is true and correct under penalty of perjury and fraud:

1. I am an Executive Producer and financier on the film MOTHER NATURE AND THE DOOMSDAY PREPPER. Laurie Criego and I loaned Beach Entertainment FL LLC the funding to produce the feature film.
2. When Micky Rourke's agent submitted him for the role of "Zeus" I had a meeting with our team and we discussed the great benefit of having an actor of Rourke's stature on our independent film. I strongly believed this would almost ensure that we would be able to sell our project. Laurie Criego and I agreed to finance a large increase in the budget to accommodate his pay and approved the hiring of Phillip Andre Rourke (aka Mickey Rourke) as an actor to play the role of "Zeus" for the feature film "Mother Nature and the Doomsday Prepper."
3. Laurie Criego and I advanced \$25,000 to Mr. Rourke upon signing the contract.
4. Production on the film stopped due to Defendant breaching the Contract
5. Laurie Criego and I have incurred the following out-of-pocket expenses due to the Defendant's breach of the Contract and we have not yet received our money back:

Security Deposit paid on 1/25/24. Refund requested on 3/11/24 and 3/20/24	\$25,000
Mickey and Dmytro - flights refunded to their personal airline accounts	\$5,604.00
Hines - flight-refunded to her personal airline account	\$1,101.76
Natalia Kovalenko - flight refunded to her personal airline account	\$2,385.56
Non-refundable limo deposit for transportation to and from set	\$134.00
Talent flight changes	\$3,758.75
Additional Per Diem for lost filming days x5 talent	\$350.00
Legal fees for addendum draft – sent the night of 3/4/24, expecting Mickey would sign it based on earlier e-mails	\$700.00
Not charged for extra walkie rental day	\$0.00
Never charged for hotel rooms	\$0.00

I understand that under penalty of perjury and fraud, the above statements are true and correct.

FURTHER AFFIANT SAYETH NOT.

I hereby set my hand and my seal.

William Criegio

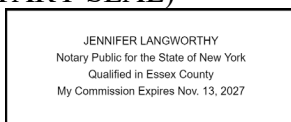
AFFIANT: WILLIAM CRIEGO

STATE OF NEW YORK)
COUNTY OF ESSEX)

Sworn to and subscribed before me by means of _____ physical presence or ☒ online notarization, on 2025-08-19, by WILLIAM CRIEGO, who is ☒ personally known to me or produced _____ as identification

Jennifer Langworthy

(NOTARY SEAL)



SIGNATURE OF NOTARY PUBLIC

Name of Notary Public

My commission expires: _____