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8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

10 HERO PROP, LLP and TIANA ARMSTRONG,
11 Plaintiffs

CASE NO.: A-18-781549-C
DEPT. NO.: XXIV

12 v.

**AMENDED COMPLAINT FOR
DECLARATORY RELIEF and DAMAGES**

13 ALEC PETERS dba PROPWORX,
14 PROPWORX, INC., a Georgia Corporation,
and PROPWORX, a California Corporation.

**Exempt from Arbitration- Extraordinary
Relief Requested**

15 Defendants
16

17 Plaintiffs Hero Prop, LLP and Tiana Armstrong (“Plaintiffs”) complain against
18 Defendants Alec Peters dba Propworx, Propworx, Inc., a Georgia Corporation, and Propworx, a
19 California Corporation, as follows:

20 1. Tiana Armstrong is a Nevada resident who lives in Clark County, Nevada. She
21 co-owns and is the managing partner of Hero Prop, LLP.

22 2. Hero Prop, LLP is a Nevada limited liability partnership doing business in Clark
23 County, Nevada.

24 3. Alec Peters does business as “Propworx”, and has, throughout his career trading
25 in memorabilia, conducted live auctions in the State of Nevada and internet auctions to
26 customers throughout the world, including Nevada.

27 4. Propworx, Inc. is a Georgia Corporation, and Propworx is a California
28 Corporation. On information and belief, they are or were owned by Alec Peters. Peters, through

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1 “Propworx” has conducted auctions in the State of Nevada, and internet auctions to customers
2 throughout the world, including Nevada.

3 5. Hero Prop trades in authentic movie memorabilia and buys and sells memorabilia
4 for its customers.

5 6. Since October, 2017, Hero Prop has done business with Alec Peters dba Propworx
6 or Propworx, Inc. (which filed for Chapter 7 bankruptcy protection in 2012) or Propworx. In
7 2017, Armstrong, on behalf of Hero Prop, LLP, was in frequent communication with Peters in an
8 effort to locate, buy, and sell movie memorabilia.

9 7. On October 14, 2017, while Armstrong and Peters were having discussions about
10 various memorabilia transactions, Armstrong informed Peters through Facebook Messenger that
11 Hero Prop had a prospective buyer looking to buy the Enterprise E movie prop, a model of a
12 spaceship used in the Star Trek: First Contact movie. Armstrong knew who the owner of the
13 Enterprise E was (“Owner”) and asked Peters if he knew Owner. Peters responded by
14 Messenger, “Yes very well.” Armstrong informed Peters that the Owner “has 3 pieces my client
15 wants...” including the Enterprise E. The material communications between the parties occurred
16 through Messenger.

17 8. On October 17, 2015, Armstrong informed Peters that the buyer was willing to
18 pay \$500,000 for the Enterprise E, and that Hero Prop would split the profits from the sale (with
19 one third going to Peters) if Peters could convince the Owner to sell the Enterprise E for less than
20 \$500,000.

21 9. At no point prior to October 29, 2017 did Peters inform Armstrong that Peters had
22 a very poor relationship with Owner and was in no position to arrange a sale with the Owner.
23 Had Peters truthfully represented he had a poor relationship with the Owner, Plaintiffs would
24 have never sought Peters’ assistance in acquiring the Enterprise E.

25 10. Over the next few weeks, Peters stated he was trying to contact the Owner. On
26 October 29, 2017, Peters indicated that Peters had reached out to Jarrod Hunt, a Nevada resident
27 and co-owner of Propblock, another company that traded in memorabilia, to communicate with

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1 the Owner instead of Peters. Peters had, in fact, never communicated with the Owner, and Peters
2 had Jarrod Hunt, from Hunt’s office in Nevada, reach out to Owner.

3 11. On October 31, 2017, Peters reported to Armstrong that “[Owner] is being an
4 asshole....”

5 12. On November 11, 2017, Peters reported, “OK bad News, [Owner] said no to
6 \$400,000 even though he admits no way he gets more”. Peters indicated he was still trying to get
7 Owner to sell the Enterprise E and other items in his collection.

8 13. On November 15, 2017, Peters finally reported that “[Owner] has decided not to
9 sell his collection.”

10 14. On November 15, 2017, Armstrong concluded that Peters had failed to persuade
11 Owner to sell the Enterprise E and that Peters had concluded his efforts. Armstrong did not hear
12 anything further from Peters about any efforts on his part relating to Owner or the Enterprise E.

13 15. In late November, while discussing business between HeroProp and Propblock,
14 Armstrong mentioned that Peters had failed to arrange a sale with Owner, and that HeroProp’s
15 client was still interested in the Enterprise E. Hunt advised Armstrong that Hunt had in fact
16 approached Owner about the Enterprise E, and that Owner had stated he did not want to sell.

17 16. Plaintiffs learned that, in the conversation between Hunt and Owner, the Owner,
18 after stating he did not want to sell the Enterprise E, asked if Peters was involved. Owner told
19 Hunt that Owner would not do any transaction involving Peters.

20 17. Plaintiffs further learned that Hunt reported to Peters that Owner did not want to
21 sell the Enterprise E, and that Hunt believed the effort to acquire the Enterprise E from Owner
22 was dead on or before November 15, 2017.

23 18. When Hunt learned in late November, 2017 that the prospective buyer was
24 willing to offer more, Hunt agreed to approach the Owner again.

25 19. When Hunt approached the owner of the Enterprise E, the owner declined again
26 to sell the Enterprise E, but offered the DS9 station for sale. Armstrong then took the DS9 station
27 offer to the buyer, and the buyer agreed to purchase it. The Buyer then made a new, larger offer

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1 for both the DS9 model and Enterprise E. After approximately a month of negotiating higher
2 prices, the deal was accepted for the package of models.

3 20. In June, 2018, Peters learned about the sale of the DS9 and Enterprise E and
4 claimed that Peters was entitled to a commission on the sale. Peters claimed that when he
5 reported in November, 2017 that the Owner did not want to sell his collection, that was in fact
6 “merely the first step in the negotiation.” Peters claimed he had done his job and was entitled to
7 be compensated on the completed deal. Peters also argued he was “the seller’s agent” despite the
8 fact Peters had no contractual agreement with the Owner, no communications with the Owner,
9 and Peters claimed that Owner was not even supposed to know about Peters’ involvement in the
10 proposed transaction.

11 21. In an email dated June 20, 2018, in an attempt to pressure Armstrong into paying
12 moneys demanded by Peters, Peters threatened Armstrong by saying “you don’t want to be
13 dragged through the mud and have your business ruined.”

14 22. On September 12, 2018, an attorney claiming to represent Peters and Propworx,
15 Inc. (the entity that filed Chapter 7 bankruptcy in 2012), drafted a demand letter to Armstrong
16 claiming that “Peters/Propworx entered into an oral agreement whereby Peters/Propworx agreed
17 to represent the seller of an items or items that ... buyer... wanted to purchase because
18 Peters/Propworx knew the location of said miniatures and have previously done business with
19 the seller”.

20 23. The September 12, 2018 letter falsely states that Plaintiffs’ buyer “turned down
21 the initial offer to purchase the miniatures”, “and that Armstrong “made a counter-offer to said
22 seller but instead of working through Peters/Propworx, [Armstrong] by-passed Peters/Propworx
23 and went directly to Jarrod Hunt thus breaching your agreement with Peters/Propworx.”

24 24. In fact, Peters did not represent the Owner, had never spoken to the Owner, and
25 never obtained an offer from the Owner to present to buyer. Instead, Peters reported to Plaintiffs
26 that the seller “has decided not to sell his collection.” Peters did nothing to further a transaction
27 after reporting that the seller had decided not to sell his collection.

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1 right and ask this Court to determine the parties' relative rights under a contract and related
2 matters.

3 33. This Court should enter a declaratory judgment stating as follows:

- 4 a. That Peters was only entitled to a portion of the profits from the sale of the
5 Enterprise E or any other property from Owner to buyer if Peters could
6 persuade the Owner to sell such property to Buyer.
7 b. That Peters failed to persuade Owner to sell the Enterprise E or any other
8 property to Seller and was not contractually entitled to any commission.
9 c. That Defendants are not entitled to any commissions or any other sums
10 from Plaintiffs.
11 d. That no contractual provision or legal duty prevented Plaintiffs from
12 trying to arrange a sale of the Enterprise E or any other property from
13 Owner to Plaintiffs or the buyer through channels other than Defendants.
14 e. That Plaintiffs are not liable to Defendants for damages for fraud or
15 intentional misrepresentation.
16 f. That Plaintiffs are not liable to Defendants for damages for interference
17 with Defendants' contractual rights.
18 g. That Plaintiffs are not liable to Defendants for damages from dealing in
19 bad faith or conspiracy, or any other claims.

20 34. Plaintiffs have been required to engage the services of attorneys to bring this
21 action, and Plaintiffs should be awarded their reasonable attorneys' fees and costs.

22 35. This Court has jurisdiction over this matter, and venue is proper.

23 **SECOND CLAIM FOR RELIEF**
24 (Defamation/Libel Per Se)

25 36. Plaintiffs repeat and reallege each of the foregoing paragraphs as though set forth
26 fully herein.

27 37. The Facebook posts mentioned herein (the "Facebook Posts") were false and
28 damaging statements which would tend to lower Plaintiffs' reputation in the movie memorabilia
community.

38. The Facebook Posts were not privileged publications.

39. Peters was at least negligent in making these defamatory statements.

40. In light of Peters' threat that "you don't want to be dragged through the mud and
have your business ruined," Peters made the Facebook Posts maliciously and with intent to injure
Armstrong's reputation.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Smith & Shapiro, PLLC and that, on this 9th day of October, 2018, I served a true and correct copy of the foregoing **AMENDED COMPLAINT FOR DECLARATORY RELIEF and DAMAGES**, by U.S. Mail, postage prepaid, to the following:

Alec Peters
336 Gail Pond Drive
Lawrenceville, Georgia 30045

/s/ Jennifer A. Bidwell
Jennifer A. Bidwell, An Employee of
SMITH & SHAPIRO, PLLC