

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DIINELE ENETERTAINMENT LLC  
hi@diinele.email

PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DIINELE ENETERTAINMENT LLC,  
a corporation;

Plaintiff,

vs.

JUAN PERALTA MUSIC, a corporation;  
JUAN PERALTA, an Individual;  
DOES 1-20;  
ROE CORPORATIONS 1-10, inclusive;  
Defendants.

**COMPLAINT FOR:**

- 1- BREACH OF CONTRACT**
- 2- FRAUD (INTENTIONAL MISREPRESENTATION)**
- 3- FRAUD (FALSE PROMISE)**
- 4- NEGLIGENCE**
- 5- INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 6- COMMON COUNT INJUNCTION**

**[DEMAND FOR JURY TRIAL]**

1 Plaintiff DIINELE ENETERTAINMENT LLC (“Plaintiff”) submits this verified Complaint against  
2 defendants JUAN PERALTA MUSIC (“Company”), JUAN PERALTA (“Peralta”); Does 1 through 20 and  
3 Roe Corporations 1 through 10 (collectively, “Defendants”), and in support thereof, avers as  
4 follows:

5  
6 **JURISDICTION AND VENUE**

7 1- This Court has jurisdiction over this action pursuant to California Code of Civil Procedure  
8 § 410.10.

9 2- Venue is proper in this judicial district as Plaintiff resides in this jurisdiction.

10 3- Venue is further proper as the tort occurred in this jurisdiction.

11 **PARTIES**

12 4- Plaintiff is an individual, residing in the State of California, County of Los Angeles.

13 5- Plaintiff is informed and believes, and thereupon alleges that, at all times herein  
14 mentioned, defendant Peralta is a music producer in charge of company operating on Fiverr, a  
15 freelance vendor internet site which provides various services to people searching for specialized  
16 services or products across the world.

17 6- The true names and capacities of DOES 1 THROUGH 20 and names are unknown to  
18 Plaintiff. Plaintiff will amend this Complaint to allege the true names of these does and  
19 corporations when ascertained.

20 7- The true names and nature of ROE CORPORATIONS 1 THROUGH 10, Inclusive, are  
21 unknown to Plaintiff. Plaintiff will amend this First Amended Complaint to allege the true names  
22 when ascertained.

23 **INTRODUCTION**

24 8- On or about March 10, 2025, Plaintiff, through Fiverr, entered into the first phase of a  
25 contract with Peralta for production of eighty six (86) music tracks.

26 9- Based on the contract, Peralta agreed to produce five (5) tracks per week at the cost of  
27 \$80 per each track.

28 10- Based on the contract, Peralta agreed to unlimited revisions as needed until Plaintiff  
was satisfied with the final results.

1 11- Based on the contract, Peralta agreed to provide stems for all the music productions.

2 12- However, right from the start Peralta reneged on his contractual obligations.

3 13- Peralta was late in delivering two of the three orders as he was too busy doing busy  
4 elsewhere.

5 14- Peralta failed to provide the stems as required in each instance.

6 15- One of the tracks Peralta provided was defective and he failed to honor his obligation  
7 to revise and correct.

8 16- Peralta complained that he was not making enough and asked to be paid outside of  
9 Fiverr so he would not have to pay any commission to Fiverr. A true and correct copy of the email  
10 dated is attached as [Exhibit 1].

11 17- When Plaintiff complained about the breach of contract, Peralta unlawfully cancelled  
12 the remainder of the contract.

13 18- As the result of this egregious breach of contract, Plaintiff was unable to launch two  
14 websites and a YouTube channel which were supposed to host the music productions.

15 19- Peralta acted with malice in breaching the contract.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **(BREACH OF CONTRACT)**

19 20- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 19,  
20 inclusive as though fully set forth herein.

21 21- Plaintiff entered into a contract with Parelta for production of music tracks.

22 22- Plaintiff performed all the terms of the contract.

23 23- Peralta failed to perform all the terms of the contract.

24 24- Peralta maliciously retaliated against Plaintiff when objections were raised by cancelling  
25 the contract.

26 25- Plaintiff was harmed as the result of this breach of contract.

27 26- Peralta's unlawful acts were the direct result od Plaintiff's harm.

28 **SECOND CAUSE OF ACTION**

**(FRAUD-MISREPRESENTATION)**

27- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 26,

1 Inclusive as though fully set forth herein.

2 28- Peralta intentionally made several false representations to plaintiff.

3 29- Peralta knew the statements were false when he made them.

4 30- Peralta intended that Plaintiff relies on the false representations.

5 31- Plaintiff relied on the false representations made by Peralta.

6 32- Plaintiff was harmed.

7 33- Peralta's false representations were substantial factors in Plaintiff's emotional, mental,  
8 physical and financial harm.

9 **THIRD CAUSE OF ACTION**

10 **(FRAUD-FALSE PROMISE)**

11 34- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 33,  
12 Inclusive as though fully set forth herein.

13 35- Peralta made false promises to Plaintiff.

14 36- Peralta did not intend to keep his promises when he made them.

15 37- Peralta intended that Plaintiff rely on the promises.

16 38- Plaintiff reasonably relied on Peralta's promises.

17 39- Peralta failed to keep his promises.

18 40- Plaintiff was harmed.

19 41- Plaintiff's reliance on Peralta was a substantial factor in causing Plaintiff's emotional,  
20 mental, physical and financial harm.

21 **FOURTH CAUSE OF ACTION**

22 **(NEGLIGENCE)**

23 42- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 41,  
24 inclusive, as though fully set forth herein.

25 43- Peralta was negligent and incompetent in the operation of his business.

26 44- Peralta was negligent when offered a chance to correct his courses of action after  
27 having been given several warnings that his actions were harming everyone involved including  
28 Fiverr.

45- Plaintiff was irreparably harmed emotionally, mentally, physically and financially.

1 46- Peralta's negligence was a substantial factor in Plaintiff's injuries described herein.

2 **FIFTH CAUSE OF ACTION**

3 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

4 47- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 46,  
5 inclusive, as though fully set forth herein.

6 48- Peralta's conduct was outrageous and totally illegal.

7 49- Peralta intended for Plaintiff to suffer severe mental and emotional distress.

8 50- Peralta acted with reckless disregard of the probability that Plaintiff would suffer  
9 emotional distress.

10 51- Plaintiff has suffered severe mental emotional distress.

11 52- Intentional, illegal, frivolous and malicious acts of Peralta were substantial factors in  
12 causing Plaintiff's severe emotional, mental, physical and financial distress.

13 **SIXTH CAUSE OF ACTION**

14 **(COMMON COUNTS)**

15 53- Plaintiff repleads, realleges and incorporates by reference paragraphs 1 through 52,  
16 inclusive, as though fully set forth herein.

17 54- Monies had been received by Peralta for the use and benefit of Plaintiff.

18 55- The monies were not used for benefit of Plaintiff.

19 56- Plaintiff was harmed.

20 57- Peralta' illegal acts were the substantial cause of Plaintiff's emotional, mental, physical  
21 and financial harm.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for relief against Defendants, and each of them, as follows:

24 1. Actual and compensatory damages in a sum according to proof at time of trial.

25 2. Consequential and incidental damages in a sum according to proof at time of trial.

26 3. General damages, including damages for mental and emotional distress, in a sum  
27 according to proof at time of trial.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 4. Costs of the suit.
- 5. Punitive and exemplary damages in a sum according to proof at trial.
- 6. For such other and further relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff DIINELE ENETERTAINMENT LLC hereby demands trial by jury in this action.

Dated this eighth day of April, 2025.

/s/DIINELE

\_\_\_\_\_  
DIINELE ENTERTAINMENT LLC

**VERIFICATION**

I declare under penalty of perjury under laws of State of California that the foregoing is true and that this document was executed in Torrance, California on April 8, 2025.

/s/DIINELE

\_\_\_\_\_  
DIINELE ENTERTAINMENT LLC

# Exhibit 1

---

# Fiverr

---

**Juan Peralta** <contact@juanperaltamusic.com>  
To: "diinele" <hi@diinele.email>

Wed, Apr 2, 2025 at 10:47 AM

Hi Diinele,

Wow, I can't believe Fiverr hid that file... That's really frustrating. But don't worry, you will get your tracks on time. If I need to work intensively over the weekend, I will, so you can rest easy!

Thanks for resending the file. I've already downloaded it, and I'll work with this version.

Regarding working outside of Fiverr, it's even easier than Fiverr. I use a U.S. bank account for my American clients, so I can provide you with the details. That way, you wouldn't have to deal with any transaction fees, as you'd still be paying in USD. I cover the fees myself when transferring the money to my Spanish account through Wise.

Other than that, everything stays the same. You would make the payment weekly to start each new project, and if you need invoices for each project, I can provide them. We'd communicate via email, and we'd share your files and my deliveries through WeTransfer. It's free, super quick and easy to use. That's how I work with my other clients, but if you have any preference I am open of course.

Let me know what you think!

Cheers,

**Juan Peralta**

-----  
Composer for Film and Visual Media  
[juanperaltamusic.com](http://juanperaltamusic.com)

El 2 abr 2025, 18:15 +0200, diinele <hi@diinele.email>, escribió: