



J'LaChic Productions, LLC \* 1511-M Sycamore, Suite 275 \* Hercules, CA 94547  
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May 25, 2010

Re: Introductory Letter

Dear Prospective Investor, We hope you are doing well,

Thank you for the opportunity to present the attached PPM/Business Plan and projection for the proposed investment into J'LaChic's continued operations and expansion in Las Vegas, NV, San Francisco, CA, and it's signature 7<sup>th</sup> Annual New Year's Eve Extravaganza: "**Glitz n' Glamour viva Las Vegas**" which is attended by multicultural customers from around the world. The event will be hosted by a *surprise* well known celebrity in Las Vegas, NV.

The tri-fold Investment opportunity allows for up to a 40% return over a 3-year period of time, plus several additional immediate monetary benefits such as the ability to use the event facilities or company production teams for events, fundraising and/or social activities, at reduced or no cost etc.

We invite you to review the attached package which contains the following items:

1. Company Info
2. Venue and Location Info and Benefits
3. Investment Summary
4. Investor Benefits
5. Use of Funds
6. Revenue Streams
7. Financial Summary

Thank you again and we look forward to the opportunity to speak with you soon.

Sincerely,

Johnny Trotman, CEO Executive Producer Owner  
LaDonna Trotman, Executive Director Owner  
J'LaChic Productions, LLC

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**REQUEST FOR FUNDING:**

**COMPANY INFO**

J'LaChic Productions, LLC (hereafter "The Company") a California Limited Liability Company, is formed in 2003 under the laws of the state of California, and is currently expanding to Las Vegas, NV. Investment into the Company is three-fold and may be made for any or all three opportunities:

**Tri-fold Investment Opportunities**

	<b><u>Inv Req</u></b>	<b><u>ROI</u></b>
1. "Glitz n' Glamour viva Las Vegas" New Year's Eve Extravaganza	\$100,000	Up to 20%; March/2011
2. San Francisco Continued Operations	\$250,000	Up to 20%; 3 years
3. Las Vegas Expansion	\$500,000	Up to 40%; 3 years

1. **New Year's Eve Glitz n' Glamour viva Las Vegas:** Nestled within the entertainment capital of the world, Glitz n' Glamour viva Las Vegas is an exquisite and extravagant evening in the splendor of Las Vegas. With approximately 1500 multi-cultural attendees from around the world, the evening includes champagne reception, four-course sit-down dinner and cabaret dinner show, open premium bar, dancing, multiple ballrooms and/or locations providing jazz, Blues, R&B, Swing, Salsa, Comedy, day and night tours. J'LaChic's 7<sup>th</sup> annual gala is held each year as a celebration of life and diversity and with a focus on preservation and heritage of music and art. A diversified portion of proceeds from the casino games, and silent Art auction are directed to social and civic foundations surrounding HIV Awareness, homeless service networks, and advancement of the creative and innovative talents of inner-city youth in Las Vegas.
  
2. **San Francisco continued operations:** Investment surrounds the Company's Operations and Acquisition of Theatre 39 on Pier 39, an intimate, cabaret theatre and performing arts complex, approximately 6875 square feet as follows:
  - 288sf (Box Office and Mezzanine Office)
  - 6,587sf (Theatre, lobby, dressing room, bar, kitchen)
  - 275 seat performance theatre
  - The multi-purpose venue will be used for the purpose of:
    - Multi-media academy for youth (after school)
    - Conference/Seminar Center (day)
    - Cabaret Performing Arts Theatre and Lounge (evening)
    - Store Front for Investors (ongoing)
  
3. **Las Vegas Expansion:** Investment surrounds the Company's Operations and lease of an intimate, cabaret theatre and performing arts complex located within Las Vegas, NV. In addition to a cabaret theatre, venue will be used for the production of one-hour Variety Show, hosted by known celebrity, broadcast locally and nationwide. A variety of event and production options for clients will be registered with the Las Vegas Visitor-Convention Bureau and Chamber of Commerce. In summary, the multi-purpose production center will be used for the purpose of:
  - Cabaret Performing Arts /Theatre, and Event Lounge
  - TV Pre-Post production, broadcast, commercials, recording, stage rehearsal, script writing, etc
  - Concerts/Conventions/Cabaret Shows/Television productions
  - Small Business/Corporations/Private sector events, social affairs venue
  - One stop entertainment technical skills rentable services
  - Audio/video/photography/graphic design
  - Storefront for sale of merchandise
  - Multi-media community academy (internship real life relevance skills training)

**LOCATION AND BENEFITS:**

**Las Vegas New Years Eve:** The venue is one of Las Vegas's Premier Attractions: Paris, Hotel and Casino. Customers will be able to experience everything you love about Paris, right in the heart of Vegas. It's all the passion, excitement, and ambiance of Europe's most romantic city, in the entertainment capital of the world. Classic style, fine craftsmanship, and authentic details all combine to create Paris Las Vegas' unique ambiance. The elegant hotel tower has spacious guestrooms and suites.

- Many of the largest hotel, casino and resort properties in the world are located on the world famous Las Vegas Strip.
- Nineteen of the world's 25 largest hotels by room count are on the Strip, with a total of over 67,000 rooms.
- The Paris hotel was voted 'Best Strip Hotel' by Las Vegas Review Journal, Best of Las Vegas

**San Francisco:** The venue is located on PIER 39. One of San Francisco's Premier Bay Attractions, PIER 39 is a festive shopping Mecca featuring 110 specialty shops and 12 full-service restaurants. At PIER 39 the picturesque scenery captures Alcatraz, the Golden Gate and Bay Bridges, Fisherman's Wharf and city skyline.

- PIER 39 features a multitude of fun-filled attractions for all ages: Street Performers, Blue & Gold Fleet Bay Cruises, San Francisco Carousel, Players Arcade & Sports Grill, Turbo Ride Simulation Theater, Magowan's Infinite Mirror Maze, Frequent Flyers Bungee Jump, Gray Line/San Francisco Sightseeing, Theatre 39, Aquarium of the Bay and Rocket Boat.
- December, 1988 - PIER 39 is named the 3rd most-visited attraction in the country by Amusement Business.
- January, 1989 - PIER 39 is named the third most-visited attraction in the country by USA Today.
- March, 1992 - PIER 39 named third most-visited attraction in the world by The London Observer.
- January, 2008 – San Francisco Visitors Convention Bureau tallies attendance to be 11 million annually.
- December, 2008 - PIER 39 retail, restaurants and attractions sales gross more than \$181 million.

## OFFERING AND SALE OF UNITS:

A minimum of one (1) and a maximum of one hundred seventy (170) Units in the Company are being offered at \$5,000 per Unit. Or the investor can opt to accept payment in the form of a promissory note. Funds will be allocated in part to affect the expansion of the Las Vegas operations, New Years Event, and San Francisco working capital. **The Offering Period for the Units will terminate on June 30, 2010**, unless extended, without notice, for up to an additional thirty (30) day period by election of the Managing Member. The Managing Member reserves the right in its sole discretion to: (i) reject Subscriptions received in the Offering in whole or in part, (ii) withdraw the Offering at any time, and (iii) terminate the Offering at any time after it has received and accepted Subscriptions for the minimum amount of Units offered hereby. Delivery of certificates representing the Investor ship company interests will be made as soon as practicable after completion of the offering.

**Method of Subscription:** Subscriptions may be made by completing and signing the Subscription Documents that accompany this Memorandum, and by transmitting the Subscription Documents along with payment in full by money order, bank draft, or check made payable to “J’LaChic Productions, LLC” for the total purchase price, as set forth in the Subscription Agreement.

## INVESTMENT SUMMARY:

J’LaChic Productions, LLC (hereafter “The Company”) is a California Limited Liability Company, with J’LaChic Productions, LLC the Managing Member, owner, and operator. Below, we have outlined two types of investment opportunities. J’LaChic offers these options to any person or company that retains the capital necessary to fund this prospectus.

- Option A: For a partner to loan the project the necessary capital and receive interest and dividends upon the completion of the agreed re-payment of the loan.
- Option B: **Net Profit Share and Return on Long Term Investment:** 60% of net profit share will be split proportionally between the members in proportion to the number of units owned and 40% profit share will be split with J’LaChic until the Members have received their original invested capital plus targeted return. The final net profits are to include all ticketing revenue, merchandising revenue and sponsorship revenue.

There are three opportunities presented which may be addressed separately or as one:

- GLITZ N’ GLAMOUR VIVA LAS VEGAS NEW YEAR’S EVE EXTRAVAGANZA: \$100,000
- J’LACHIC SAN FRANCISCO OPERATIONS: \$250,000
- J’LACHIC LAS VEGAS OPERATIONS: \$500,000

Detail information for each opportunity is reflected within the below sections.

**INVESTMENT SUMMARY: "GLITZ N' GLAMOUR VIVA LAS VEGAS" NEW YEAR'S EVE: \$100,000**

The Managing Member requests from investors, guarantors, sponsors (hereafter "Members") a maximum amount of \$100,000.00 reflecting the Company's operating, entertainment, marketing, promotions and up-front Food and Beverage costs surrounding producing the event New Years Event in Las Vegas, NV, at the Paris Hotel, Harrah's Properties. Each year Sponsor decks are disbursed to potential supporters to off-set cost and materials. With this year's event being presented in Las Vegas, the sponsorship opportunity has broadened tremendously.

For this event only, **Investment revenue** is based on net profit and is calculated as follows:  
 1% (one-percent) of **J'LaChic's** net profit for every increment of \$1,000.00 invested, up to a maximum of 25%.

**INVESTOR BENEFITS:** In addition to aforementioned ROI, there are several related benefits for participating:

- Venue's event space will be available for display and sale of investor merchandise
- Display of Logo's, on all media material
- Company Logo on Store Front Door, Marquee and all media material
- Rotation of investor ads on outdoor video screen
- Full VIP service and reserved table for eight throughout the night.

**USE OF FUNDS:** Funds will principally be used for:

- Marketing, Advertising, Promotion, and Signage.
- Venue Guaranteed Food and Beverage Deposits
- Acquisition of Entertainment
- Establishment of working capital reserves

All Invested funds will be deposited into a segregated company operating account and Investor accountant may audit spending trends. Budget Reports will be accessible upon request and all transactions will be transparent to Investor by 5 day notices.

**FINANCIAL SUMMARY:** The following financial summary and forecast is backed by a comprehensive excel document available for detailed review.

Projections: Las Vegas Glitz n' Glamour New Years Eve 2011	
<b>Net Profit</b>	<b>\$119,694</b>
Income	\$256,413
Expense	\$136,720

Income			
<b>Total Projected Income</b>		<b>\$256,413.33</b>	
<i>Item</i>	<i>Qty</i>	<i>\$\$ pp</i>	
Party Package	300	\$250	\$75,000
Dinner Package	400	\$350	\$140,000
After Party	100	\$150	\$15,000
Miscl (f&b)	267	\$20	\$5,333
Outside Merchant			\$21,080

Expense		
<b>Total Projected Expense</b>		<b>\$136,720</b>
<i>Item</i>		
<b>Venue Food / Beverage Guarantee/Cost</b>		<b>\$71,958</b>
<b>Event Cost</b>		<b>\$64,762</b>
Entertainment		\$17,000
Operations / Staffing		\$17,300
Décor / Staging		\$4,934
Sound/Light production		\$8,000
Advertising / Promotions		\$12,528
Miscellaneous Costs		\$5,000



**INVESTMENT SUMMARY – SAN FRANCISCO OPERATIONS: \$250,000**

The Managing Member requests from investors, guarantors, sponsors (hereafter “Members”) a maximum amount of \$250,000.00 for ROI of 20% reflecting the Company’s operating costs and working capital surrounding improving, operating and owning J’La Chic Theatre 39 (hereafter “Lounge”) in leased premises at Pier 39 San Francisco California 94133 Space Q6 #221.

**INVESTOR BENEFITS:** In addition to aforementioned ROI, there are several related benefits for participating:

- J’LaChic Theatre 39 store front will be available for display and sale of investor merchandise
- Display of Logo’s, on all media material
- Company Logo on Store Front Door, Marquee and all media material
- Rotation of investor ads on outdoor video screen
- Investor can schedule 20 events per year (no rental fee and minimum cost for technical support)
- J’La Chic Productions will provide entertainment for special events as desired
- J’La Chic Productions will maintain all hosting and staffing requirements

**USE OF FUNDS:** Funds will principally be used for:

- Expansion Costs surrounding Marketing, Advertising, Promotion, and Signage.
- Construction of leasehold improvements,
- Operating Expense for Multimedia Academy, Productions, Cabaret
- Venue Operations (i.e. vendor accounts payables used in operations, salaries, supplies)
- Establishment of working capital reserves

All Invested funds will be deposited into a segregated company operating account and Investor accountant may audit spending trends. Budget Reports will be accessible upon request and all transactions will be transparent to Investor by 5 day notices.

**REVENUE STREAMS:** Income sources and percentages that will contribute to the projected gross revenue are reflected below (based on 3-year projection):

- 12% Rentals-Private (i.e. corporate, private meetings, seminars)
- 35% Rentals-Public (outside entities, storefront, promoters)
- 30% Productions (internal productions)
- 17% Concerts/Plays (internal bookings)
- 6% Development (Sponsorships, Grants)

**FINANCIAL SUMMARY:** The following financial summary and forecast is backed by a comprehensive excel document available for detailed review.

Financial Summary - Annual			
	year one	year two	year three
Number working months	5	12	12
income	\$206,150	\$1,666,440	\$2,060,880
expense	\$147,845	\$587,964	\$725,364
start-up / maintenance	\$108,710	\$17,225	\$12,600
<b>Annual Net income</b>	<b>-\$50,405</b>	<b>\$1,061,251</b>	<b>\$1,322,916</b>

## **INVESTMENT SUMMARY – LAS VEGAS OPERATIONS: \$500,000**

The Managing Member requests from investors, guarantors, sponsors (hereafter “Members”) a maximum amount of \$500,000.00 reflecting the Company’s operating expansion cost and one year working capital surrounding improving, operating J’La Chic Productions in Las Vegas, NV.

**INVESTOR BENEFITS:** In addition to aforementioned 40% ROI, there are several related benefits:

- Venue store front will be available for display and sale of investor merchandise where applicable
- Display of Logo’s, on all media material
- Company Logo on Store Front Door, Marquee and all media material
- Rotation of investor ads on outdoor video screen
- Investor can schedule 5 events per year (no rental fee and minimum cost for technical support)
- J’La Chic Productions will provide entertainment for special events as desired
- J’La Chic Productions will maintain all hosting and staffing requirements

**USE OF FUNDS:** Funds will principally be used for:

- Expansion Costs surrounding Marketing, Advertising, Promotion, and Signage.
- Venue costs to secure location
- Operating Expense for Multimedia Academy, Productions, Cabaret
- Venue Operations (i.e. vendor accounts payables used in operations, salaries, supplies)
- Establishment of working capital reserves.

All Invested funds will be deposited into a segregated company operating account and Investor accountant may audit spending trends. Budget Reports will be accessible upon request and all transactions will be transparent to Investor by 5 day notices.

**Financial Projections.** The financial projections are based on actual examples as well as forecasts, all of which are detailed in comprehensive accounting records available for review. Although the Managing Member believes concept, location, experience and timing are all favorable, no assurance can be made that forecasted numbers will be met.

**Financing.** The total request is for \$850,000 over a three year period of time. If only minimum proceeds are received, the Company will be carrying additional debt, which makes the achievement of financial projections less favorable. Consequently, in such an event, the Company may have no alternative but to attempt to dissolve its ownership/partnership interest in the various locations and/or business opportunity.

**Lack of Diversification** The Company will use the funds received from this offer to operate and manage a San Francisco Branch, Las Vegas Branch, and to produce the 2011 Glitz n’ Glamour viva Las Vegas New Year’s Eve Extravaganza; as well as Nevada aired television variety show, promote advertise and market our entertainment concept throughout the region and does not anticipate engaging in any other significant line of business. The Company’s financial viability will depend exclusively on its ability to generate sufficient revenues from the operation of both Las Vegas and San Francisco locations therefore the Company will not be able to diversify its business risks.

## RISK FACTORS

The purchase of the Company Interests offered hereby is subject to a degree of risk. Prospective purchasers should carefully consider the following factors in addition to the risks set forth elsewhere in this Memorandum before investing. Prospective purchasers are urged to consult their own financial advisors and legal counsel in connection with this offering.

### RISKS OF PROPOSED ACTIVITIES

**Productions:** The Company will be subject to all the risks associated with the development of an added location, as well as those peculiar to the entertainment business. Entertainment, historically, has represented a high-risk investment, and the rate of failure for restaurants/bars is considered to be at least as high, or higher, than the failure rate for small businesses. The current operation has been profitable to a small degree to date. Various intangible factors weigh on the prospective success or failure of a production company, including:

1. location, location, location (San Francisco-Las Vegas-Upscale Venues)
2. the business concept, continued production of fresh and unique pieces,
3. growing consumer attendance to a variety of diverse attractions public and private
4. the quality of food, beverages and service at associated restaurants, hotels or rented venues
5. the experience, ability and commitment of the Managing Member;
6. the Managing Member's organizational ability, raw talents and creative skills

**Lack of Participation in Management:** The Investors have very limited rights to take part in the management of the Company; virtually all decisions with respect to such management will be made exclusively by the Managing Members. The primary obligations of the Managing Member to the Investors are to provide income tax information in a reasonably practicable manner at the conclusion of each fiscal year. The ability of the Investors to effect a change in or influence the decisions of the management is extremely limited.

**Absence of Registration or Qualification under Applicable Securities Laws:** Prospective Investors should recognize that the Company Interests have not been, nor are they planned to be, registered under the Act or applicable state securities laws. No regulatory authority or other disinterested entity has reviewed or passed upon the fairness of the types and amounts of compensation to be paid to the Managing Member, the disclosure of risks and tax consequences inherent in such investment, or the other terms. Prospective Investors should be aware that they do not have all of the protection afforded by applicable federal and state securities laws to investors in registered or qualified offerings or offerings which have undergone a merit review. Investors must therefore judge for themselves or with the assistance of their advisors, the adequacy of the disclosures, the fairness of such compensation, and the fairness of the other terms without the benefit of prior review by any regulatory authority. Owners do have not and do not anticipate going public or registering with the SEC.

**Limited Liability and Indemnification of the Managing Member:** The Operating Agreement provides that the Company and the Investors shall indemnify the Managing Member and hold him harmless from and against any loss, expense, damage, or injury suffered or sustained by any of them by reason of any acts, omissions, or alleged acts or omissions arising out of their activities on behalf of the Company including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs and expenses incurred in connection with the defense of any action or threatened action, proceeding or claim. The existence of this provision limits the ability to pursue causes of action that Investors might have against the Managing Member and others in the absence of such provision. The Managing Member is accountable to the Investors as a fiduciary and consequently must exercise good faith and integrity in handling Company affairs. Further, even if a judgment against the Managing Member is obtained, it may not be collectible since the Managing Member may lack sufficient funds to satisfy such judgment.

## CONFLICTS OF INTEREST AND CERTAIN TRANSACTIONS

**No Guarantee of Sufficient Funds to Begin Operations:** J'LaChic & Associates LLC doing business as J'La Chic Productions LLC, makes no guarantees that funds will be sufficient to complete the necessary capital improvements and begin operations. In the event that there is a shortage of funds, the Managing Member reserves the right, at its sole discretion, to incur debt as necessary to complete capital improvements and enter into contracts for goods, services, and labor to begin operations; and or secure additional capital contributions which may result in a dilution of the interest held in the company.

**Company Counsel:** The Managing Member and the Company have advised but not been represented by separate counsel. Furthermore, counsel for the Managing Member has not represented the interest of the Investors in connection with the Company Agreement. While it is anticipated the Managing Member will not engage in any significant transactions with the Company or the Investors without first affording the Investors an opportunity to seek independent legal counsel, it is anticipated that the attorneys, accountants, and other professionals who have performed services for the Company and the Managing Member on a day-to-day basis will continue to do so in the future.

**Fiduciary Responsibility and Possibility of Inadequacy of Remedies:** The Managing Member is accountable to an Investor ship company as a fiduciary and consequently must exercise good faith and integrity in handling the Company's affairs. This is a developing and changing area of the law and prospective subscribers who have questions concerning the duties of the Managing Member should consult their own counsel.

The Company Agreement provides that the Managing Member shall have no liability to the Company or to any Partner for any loss suffered by the Company which arises out of any action or inaction of the Managing Member, if the Managing Member, in good faith determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence by the Managing Member.

The Managing Member and its employees, agents, and Affiliates are indemnified by the Company against any losses, judgments, liabilities, and expenses in settlement of claims sustained by the Company or the Managing Member in connection with the Company, provided that the same were not the result of gross negligence on the part of the Managing Member, its employees, agents and Affiliates. Additional provisions regarding the payment of defense costs and liabilities are set forth in the Operating Agreement.

The limitations on the liability of the Managing Member and its Affiliates and their right to indemnification by the Company may reduce a Member's ability to sue and recover damages for a breach of fiduciary duty owed by the Managing Member to the Company.

These are speculative securities, which involve a high degree of risk. The Units offered hereby have not been registered with, or approved or disapproved, by the Securities and Exchange Commission or any state securities agency, nor has the Commission or any state securities agency passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

Thank you again for taking the time to review the above. If interested, the company's business plan and proposal is also available for review. We look forward to the opportunity to speak with you soon.

Sincerely and with Warm Regards,

Johnny Trotman, Executive Producer  
LaDonna Trotman, Executive Director  
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