

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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GROOVEYARD LTD.,

Plaintiff,

-against-

MATEO PRODUCTIONS, INC.
d/b/a AMERICAN TALENT AGENCY,
RAYMOND "TWIN" GRANT,
MATTHEW "MATEO" RAJKUMAR,
and KON LIVE TOURING a/k/a KONVICT MUZIK

Defendants.
-----X

Index No.

Plaintiff designates New York
County as the place of trial
The basis of the venue is **09113343**
Defendant's place of business.

SUMMONS


Defendant's place of business is:
248 West 35th Street, Suite 501
New York, New York 10001

To the above named Defendant

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
September 21, 2009

LAW OFFICES OF KENNETH L. KUTNER

By: 
Kenneth L. Kutner
Attorney for Plaintiff
100 Park Avenue, 20th Floor
New York, New York 10017
(212) 684-0088

Plaintiff's address:
GROOVEYARD LTD.
c/o Kenneth L. Kutner
100 Park Avenue, 20th Floor
New York, New York 10017
(212) 684-0088

FILED
SEP 21 2009
COUNTY CLERK'S OFFICE
NEW YORK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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GROOVEYARD LTD.,

Index No.

Plaintiff,

-against-

COMPLAINT

MATEO PRODUCTIONS, INC.
d/b/a AMERICAN TALENT AGENCY,
RAYMOND "TWIN" GRANT,
MATTHEW "MATEO" RAJKUMAR,
and KON LIVE TOURING a/k/a KONVICT MUZIK

09113343

Defendants.

-----X

Plaintiff, GROOVEYARD LTD., by its attorney, KENNETH L. KUTNER, ESQ., as and for its Complaint against Defendants, MATEO PRODUCTIONS, INC. d/b/a AMERICAN TALENT AGENCY, RAYMOND "TWIN" GRANT, MATTHEW "MATEO" RAJKUMAR, and KON LIVE TOURING a/k/a KONVICT MUZIK, sets forth and alleges as follows:

PARTIES

1. At all times herein mentioned Plaintiff was and still is a foreign corporation, engaged in concert and event planning and management in Ireland, Northern Ireland and England. Plaintiff maintains offices in Dublin, Ireland.
2. Upon information and belief, at all times herein mentioned Defendant MATEO PRODUCTIONS, INC. d/b/a AMERICAN TALENT AGENCY was and still is an agent for recording artists and tours is a corporation organized and existing by virtue of the laws of the State of New York with offices at 248 West 35th Street, Suite 501, New York, New York 10001.
3. Upon information and belief at all times, herein mentioned Defendant Raymond

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"Twin" Grant and MATTHEW "MATEO" RAJKUMAR are individuals residing or in the County and State of New York.

4. On or about August 26, 2009, Plaintiff entered into an agreement with Defendant KON LIVE TOURING to engage various recording artists including "Lady Gaga" to perform in connection with "The Konvict Tour." Defendants MATEO PRODUCTIONS, INC., GRANT and RAJKUMAR held themselves out to be agents for KON LIVE TOURING and its recording artists.

5. In consideration of said agreement performances were to take place at the O2 Arena in Dublin, Ireland on October 18, 2009 and at the Odyssey Arena In Belfast, Northern Ireland on October 14, 2009. Plaintiff agreed to pay Defendant MATEO PRODUCTIONS, INC. the total sum of \$600,000.00 with the sum of \$300,000.000 paid on August 26, 2009 and the balance to be due on September 15, 2009.

6. Plaintiff promptly paid the required down payment to Defendant. In addition, Plaintiff also paid Defendant MATEO PRODUCTIONS, INC. the further sum of \$20,000.00 as a binder to approach other artists on Plaintiff's behalf.

7. On or about September 2, 2009 Plaintiff received a cease and desist letter from AEG Live, another agency which claimed to have exclusive rights to promote the artist, "Lady Gaga." Plaintiff was further advised, among other things, that it should cease and desist from making any claims or representation that Lady Gaga would be performing at the aforementioned shows.

8. Plaintiff contacted Defendant MATEO PRODUCTIONS, INC. virtually immediately after it had received the cease and desist letter from AEG. Plaintiff requested that Defendant either confirm its authority to act as agent for Lady Gaga or, alternatively to return the

down payment previously provided.

9. Defendant failed to acknowledge Plaintiff's communication as well as subsequent communications including two letters from its counsel.

**AS AND FOR A FIRST CAUSE OF ACTION
BASED UPON BREACH OF CONTRACT**

10. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 9 as if fully set forth herein.

11. Plaintiff entered into an agreement with Defendants whereby Defendants MATEO PRODUCTIONS, INC., GRANT and RAJKUMAR held themselves out as authorized agents on behalf of Lady Gaga in connection with "The Konvict Tour".

12. Plaintiff entered into an agreement with KON LIVE TOURING to have several of its artists perform at the aforementioned shows.

13. Defendants failed to fulfill their obligations as agents for Lady Gaga in connection with "The Konvict Tour".

14. Defendants breached their contractual relationship by accepting Plaintiff's \$300,000.00 down payment and \$20,000.00 expense down payment and in refusing to return same to Plaintiff.

15. Plaintiff's damages were in no way caused or contributed by any act or failure to act on the part of Plaintiff.

16. As a result of Defendant's breach, Plaintiff has suffered damages in the sum of \$320,000.00 exclusive of interest and costs.

17. In addition to the foregoing and as a direct and proximate result of Defendant's breach of contract, Plaintiff has suffered consequential damages of not less than \$1,000,000.00 the exact amount to be proven at trial.

**AS AND FOR A SECOND
CAUSE OF ACTION FOR CONVERSION**

18. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1 through 17 with the same force and effect as if more fully set forth herein at length.

19. Upon information and belief, Defendants have converted some or all of the money deposited by Plaintiff for their own use and benefit.

20. Said actions on the part of the Defendants constitute unlawful conversion.

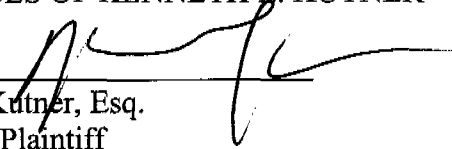
21. As a result of the foregoing Plaintiff has been damaged in the sum of \$320,000.00.

22. In addition to the foregoing as a consequence of the severity of Defendant's actions, and as a matter of public policy and to deter others from engaging in similar actions, Plaintiff is entitled to punitive damages in the sum of not less than \$1,000,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of not less than \$1,000,000.00, together with interest, legal fees, costs, disbursements and such other relief as the Court deems proper.

Dated: New York, New York
September 21, 2009

LAW OFFICES OF KENNETH L. KUTNER

By: 
Kenneth L. Kutner, Esq.
Attorney for Plaintiff
100 Park Avenue - 20th Floor
New York, New York 10017
(212) 684-0088

TO: MATEO PRODUCTIONS, INC.
248 West 35th Street, Suite 501
New York, New York 10001

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

GROOVYARD LTD.,

Plaintiff,

-against-

MATEO PRODUCTIONS, INC.
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Defendants.

SUMMONS AND COMPLAINT

LAW OFFICES OF
KENNETH L. KUTNER

Attorneys for

Plaintiff

100 PARK AVENUE
20TH FLOOR
NEW YORK, NEW YORK 10017
(212) 684-0088

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: 09/21/2010
COUNTY CLERK'S OFFICE
NEW YORK

Print Signer's Name: Kenneth L. Kutner

Signature

FILED
6002 1 2 P 35

Dated:

Service of a copy of the within

Attorney(s) for

PLEASE TAKE NOTICE

NOTICE OF ENTRY

that the within is a (certified) true copy of a entered in the office of the clerk of the within-named Court on

NOTICE OF SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement to the Hon. at on , at M. 20

Dated:

LAW OFFICES OF
KENNETH L. KUTNER

Attorneys for

100 PARK AVENUE

20TH FLOOR

NEW YORK, NEW YORK 10017

(212) 684-0088

Attorney(s) for

To:

Check Applicable Box