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IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

ROY MAHARAJ d/b/a
TRI-STAR PROMOTIONS LIMITED,

Plaintiff,

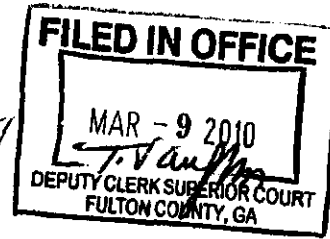
v.

SHAFFER C. SMITH p.k.a. "NE-YO",
TROY M. "FATS" BYAM d/b/a
BBM BOOKING AND MANAGEMENT
LLC, and RAHEEN S. GILCHRIST,

Defendants.

CIVIL ACTION
FILE NO.:

2010CV182539



COMPLAINT FOR BREACH OF CONTRACT AND
MONEY DAMAGES

COMES NOW, ROY MAHARAJ d/b/a TRISTAR PROMOTIONS LIMITED, Plaintiff
in the above-styled action, and file this his Complaint for Breach of Contract and Money Damages
against these Defendants, SHAFFER C. SMITH p.k.a. "NE-YO", TROY M. "FATS" BYAM
d/b/a BBM BOOKING AND MANAGEMENT LLC, and RAHEEN S. GILCHRIST as follows:

Parties

1.

Plaintiff, ROY MAHARAJ d/b/a TRISTAR PROMOTIONS LIMITED (hereinafter
referred to as "Plaintiff"), is a concert promoter in Trinidad and Tobago.

2.

Defendant, SHAFFER C. SMITH p.k.a. "NE-YO" (hereinafter referred to as, "Ne-Yo") is
an R&B recording artist and songwriter of international acclaim. Said Defendant is subject to the
jurisdiction and venue of this Honorable Court, and may be served with a Summons and second

original of this Complaint at his residence address, to-wit: Ovation Buckhead Plaza Condos, 3040 Peachtree Road, Suite 404, Atlanta, Fulton County, Georgia 30350-2247.

3.

Defendant, TROY M. "FATS" BYAM d/b/a BBM BOOKING AND MANAGEMENT LLC (hereinafter referred to as, "Byam") is a booking agent who books professional recording artists for live performances. Said Defendant is subject to the jurisdiction and venue of this Honorable Court, and may be served with a Summons and second original of this Complaint at his residence address, to-wit: 3407 Bennington Drive, Decatur, DeKalb County, Georgia 30032-2561.

4.

Defendant, RAHEEN S. GILCHRIST (hereinafter referred to as, "Gilchrist") works or has worked as an authorized agent of and representative of Ne-Yo. Said Defendant is subject to the jurisdiction and venue of this Honorable Court, and may be served with a Summons and second original of this Complaint at his residence address, to-wit: One Shevenchenko Avenue, Somerset, Somerset County, New Jersey 08873-3153.

Facts

5.

On or about December 4, 2008, Plaintiff, Byam, and Gilchrist on behalf of Ne-Yo, entered into a "Purchaser Agreement" for Ne-Yo to perform live on Friday, December 26, 2008 during "Boxing Night" at Queens Park Oval located in Port of Spain, Trinidad (hereinafter referred to as the "Performance Agreement"). A copy of said Performance Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

6.

According to the Performance Agreement, Ne-Yo was to be paid a booking Fee of ONE HUNDRED, THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00) in United States currency to perform between 11:30 p.m. and 1:00 a.m. on December 26, 2008 (See Exhibit "A"). Further, Byam was to be paid a Booking Agent Fee of SIX THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$6,500.00) in United States currency for booking the performance. (See Exhibit "A").

7.

According to Paragraph 12 of the Performance Agreement, if necessary, the engagement could be rescheduled for a date mutually agreed upon by the parties if a new date were to be later than three (3) months. (See Exhibit "A"). On December 8, 2008, on behalf of Ne-Yo, Gilchrist and Byam changed the date of Ne-Yo's performance from December 26, 2008 to Saturday, April 11, 2009, and they entered into an Artist Booking Agreement for this new date. A copy of said Artist Booking Agreement is attached hereto as Exhibit "B" and incorporated herein by this reference. Plaintiff accepted this new date for Ne-Yo's engagement in Port of Spain, Trinidad.

8.

Pursuant to the original Performance Management, on December 12, 2008, Plaintiff wired to Byam's company, BBM Booking and Management, TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$28,000.00) in United States currency for Ne-Yo's transpiration and Byam's Booking Agent Fee, which was SIX THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$6,500.00) (See Exhibit "C" attached hereto and incorporated herein by this reference). Plaintiff had already wired directly to Byam, Ne-Yo's full performance fee in the amount of ONE

HUNDRED, THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00) in United States currency on December 5, 2008, in good faith. All monies were wired to Byam's company, BBM BOOKING AND MANAGEMENT. (See Exhibit "D" attached hereto and incorporated herein by this reference). Plaintiff made these confirmed payments to Byam before the parties even executed the Performance Agreement.

9.

Ne-Yo made "radio drops" for Plaintiff so that Plaintiff could advertise Ne-Yo's upcoming performance in Trinidad on December 26, 2008. These radio drops were in Ne-Yo's own voice. In fact, when Ne-Yo had to re-schedule the show to April 11, 2009, he made additional radio drops in his own voice for Plaintiff's rescheduled engagement. Plaintiff has the audio versions of all radio drops made by Ne-Yo ready to be reviewed by the trier of fact in this case.

10.

In preparation for Ne-Yo's live performance, in addition to Ne-Yo's Performance Fee (\$130,000.00) and Byam's Booking Fees (\$6,500.00), Plaintiff spent additional money setting up the engagement, securing the venue, renting vehicles, and paying for hotel costs, airfare, and other costs. The total costs and expenses incurred by the Plaintiff in preparation for the rescheduled live performance set for April 11, 2009 were FOUR HUNDRED, NINE THOUSAND, NINE HUNDRED, SEVENTY AND 00/100 DOLLARS (\$409,970.00) in United States currency. See Statement of Revenue and Expenses attached hereto as Exhibit "E" and incorporated herein by this reference. Receipts and invoices for all expenditures are attached hereto as Exhibit "F" and incorporated herein by this reference.

11.

Plaintiff shows the Court that Plaintiff performed all of his obligations pursuant to the parties' Performance Agreement, and Plaintiff's performance was timely. Defendants, however, have breached the parties' Performance Agreement because Ne-Yo failed to appear in Trinidad and perform on April 11, 2009, as rescheduled per the parties' Performance Agreement. Moreover, Ne-Yo never rescheduled this second (2nd) engagement date after failing to appear and perform on April 11, 2009, and Ne-Yo did not return the performance fee paid to him or the transportation costs paid by the Plaintiff. Moreover, despite breaching the Performance Agreement, Byam has not repaid the Plaintiff for the Agent Booking Fee paid to him either.

12.

The Plaintiff sold 6,750 tickets for the April 11, 2009 rescheduled show featuring Ne-Yo. Due to Ne-Yo's failure to appear and perform in Trinidad on said rescheduled date, Plaintiff has refunded 6,650 tickets and has suffered loss profits in the amount of TWO HUNDRED, NINETY-SIX THOUSAND, ONE HUNDRED, ELEVEN AND 00/100 DOLLARS (\$296,111.00) in today's United States currency. (See Exhibits "E" and Exhibit "G" attached hereto and incorporated herein by this reference). Moreover, Plaintiff still has to refund an additional one hundred (100) tickets due to Ne-Yo's breach of the parties' Performance Agreement for another THREE THOUSAND, EIGHT HUNDRED, NINETY-SIX AND 00/100 Dollars (\$3,896.00) (See Exhibit "G").

13.

Prior to filing this lawsuit, Plaintiff attempted to resolve the parties' conflict without litigation. Plaintiff's counsel sent two (2) separate letters Ne-Yo before filing this action; one on November 5, 2009 (See Exhibit "H" attached hereto and incorporated herein by this reference),

and another on November 18, 2009 to both of said Defendant's personal addresses (See Exhibit "I" attached hereto and incorporated herein by this reference). Said letters were sent to Ne-Yo via regular and certified mail. The regular mail letters were never returned, and the certified mail letters were unclaimed (See Exhibits "J" and "K" attached hereto and incorporated herein in this reference.) Defendant, Ne-Yo, never responded to said correspondence sent directly to him.

14.

Prior to filing this lawsuit, Plaintiff also attempted to resolve the parties' conflict with Byam. Plaintiff's counsel sent two (2) separate letters to Defendant Byam before filing this action; one on November 5, 2009 seeking documentation of the Performance Fee of ONE HUNDRED, THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00) in United States currency being paid to Ne-Yo (See Exhibit "L" attached hereto and incorporated herein by this reference), and another on November 18, 2009, (See Exhibit "M" attached hereto and incorporated herein by this reference). Said letters were sent to Byam via regular and certified mail. The regular mail letters were never returned, and the certified mail letters were unclaimed (See Exhibit "N" attached hereto and incorporated herein in this reference.) Defendant Byam's attorney, however, did respond to said correspondence by requesting a full release for Byam from any liability before providing Plaintiff with proof that the ONE HUNDRED, THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00) Performance Fee was in fact paid to Ne-Yo. (See Exhibit "O" attached hereto and incorporated herein by this reference). When Plaintiff refused to waive any potential liability against Defendant Byam, said Defendant refused to provide Plaintiff with verifiable proof that the Performance Fee which was wired to Byam's company, was actually paid to Ne-Yo.

15.

Due to Defendants' breach of the Performance Agreement, Defendants should be ordered to pay Plaintiff, jointly and severally, **SEVEN HUNDRED, NINE THOUSAND, NINE HUNDRED, SEVENTY-SEVEN AND 00/100 DOLLARS (\$709,977.00)** as and for Plaintiff's damages incurred directly as a result of Defendants' breach of the parties' contract.

16.

Due to Defendants breach of the parties' Performance Agreement, Defendants should be further ordered to pay Plaintiff's reasonable attorney's fees and expenses of litigation for having to bring this action in an amount to be proven at trial, but in no event, less than **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)**.

WHEREFORE, Plaintiffs pray that:

- (a) Process issue;
- (b) This case be tried by a jury;
- (c) Defendants, SHAFFER C. SMITH p.k.a. "NE-YO", TROY M. "FATS" BYAM d/b/a BBM BOOKING AND MANAGEMENT LLC, and RAHEEN S. GILCHRIST, be ordered to pay Plaintiff damages for Defendants' breach of the parties' Performance Agreement in the total amount of **SEVEN HUNDRED, NINE THOUSAND, NINE HUNDRED, SEVENTY-SEVEN AND 00/100 DOLLARS (\$709,977.00)**;
- (d) Defendants, SHAFFER C. SMITH p.k.a. "NE-YO", TROY M. "FATS" BYAM d/b/a BBM BOOKING AND MANAGEMENT LLC, and RAHEEN S. GILCHRIST, be ordered to pay Plaintiff's reasonable attorney's fees and costs of litigation in this action in the minimum amount of **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)**;
- (e) Defendants, SHAFFER C. SMITH p.k.a. "NE-YO", TROY M. "FATS" BYAM d/b/a BBM BOOKING AND MANAGEMENT LLC, and RAHEEN S. GILCHRIST, be ordered to reimburse Plaintiff for the filing fee and service fees in this action; and

- (f) This Honorable Court award such additional and further relief as it deems just and appropriate.

RESPECTFULLY SUBMITTED, this _____ 9th day of March, 2010.

THE LAW OFFICE OF
TANYA MITCHELL GRAHAM, P.C.
Attorney for Plaintiff



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