

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GSM ENTERTAINMENT MARKETING, INC.)	
Plaintiff)	Action No.
)	
v.)	
)	
VIBEZELECT MUSIC INC. and)	COMPLAINT
JONATHAN BUCK p/k/a JON B.)	
Defendants)	

JURISDICTION

1. Jurisdiction is predicated on the New York Long Arm Statute.
2. Jurisdiction is based on diversity of citizenship. The amount in controversy exceeds \$100,000.00.

PARTIES

3. GSM Entertainment Marketing, Inc. is a New York entity with a business address at 241 West 37th Street, 10th Floor, New York, NY 10018 (“GSM”). Dan Otero is the owner of GSM and is a resident of the State of New York.
4. Vibezelect Music Inc. is a California entity with a business address at 1901 Ave. Of The Stars, Suite 1050, Los Angeles, CA, 90067 (“Vibezelect”).
5. Jonathan Buck p/k/a “Jon B.” (“Buck”) is a California resident with an address of 566 Tamarac Dr Pasadena, CA 91105. Buck is the sole owner of Vibezelect.

FACTS

6. On September 21, 2015, the parties signed a Management Contract annexed at Exhibit A (“Contract”).

7. Buck is well known recording artist. This song “They Don’t Know” has over 16,000,000 Youtube views and his song “Someone To Love” has over 5,000,000 Youtube views. Buck has been nominated for multiple Billboard Awards, Soul Train Awards and Grammy Awards.

8. Pursuant to the Contract, various performance dates were booked for Buck. Some of the dates are as follows, however, the defendants have not provided all of the dates to Plaintiff:

2015-no dates provided to management and an accounting is necessary.

2016

11/12-Eiffel New Orleans, LA

11/13-Tiffany’s on the Vine LA, CA

11/20-3rd Annual Beautiful Soulz Awards Los Angeles, CA

12/8-Celebrities Cincinnati OH

12/9-The Arena 4515 Salem Ave Dayton, OH

12/10-Exclusive Columbus, OH

12/22-Howard Theatre-Washington, D.C

12/23-Coach's Grill-Elk Grove, CA

12/28-Salsa Con Fuego Bronx, NY (HOSTING)

2017

1/3-4-Cafe London, UK

1-21-Microsoft Theatre, Los Angeles, CA

Feb 3rd-City Winery, Chicago, IL

Feb 11th-VooDoo Lounge Kansas City, MO

Feb 18th SOL Venue Carson, CA

9. Upon information and belief, the defendants owe in excess of \$30,000.00 for commissions on dates known and unknown to Plaintiff. The defendants have secured other entertainment related opportunities that have not been reported to the Plaintiff.
10. Plaintiff has also incurred in excess of \$100,000.00 in recording fees associated with defendant Buck's forthcoming album.
11. For several months the defendants have ceased communicating with Plaintiff. Commissions have not been paid associated with the performance dates
12. Defendants has received all the songs associated with his album.
13. Defendants have breached the contract associated with the management of Buck's career.
14. Defendants have accepted the services from Plaintiff in the creation, production, mixing and mastering of Buck's album.
15. Plaintiff has been harmed in its business due to the actions of the defendants.
16. The term of Plaintiff's contract terminates in September 2017 and Plaintiff is due sunset clause payments through September 2018.

COUNT I-BREACH OF CONTRACT

17. Plaintiff repeats paragraph 1-16 above.
18. The parties are subject to the Contract for the managerial.
19. Defendants' have accepted the managerial services of Plaintiff.
20. Defendants' have failed to pay in excess of \$30,000.00 in commissions to Plaintiff.

21. Plaintiff has incurred in excess of \$100,000.00 in recording expenses associated with Buck's career and forthcoming album.

22. In January 2017 a notice of breach letter was sent to the defendants but they did not respond.

23. Plaintiff has been harmed in its business in excess of \$130,000.00.

COUNT II-QUANTUM MERUIT

24. Plaintiff repeats paragraph 1-23 above.

25. Defendants accepted the advice, counsel and services of Plaintiff.

26. Defendants' have accepted the managerial services and resources of Plaintiff.

27. Plaintiff had an expectation of being paid for the services it provided.

28. Defendants' have failed to pay in excess of \$30,000.00 in commissions to Plaintiff.

29. Plaintiff have incurred in excess of \$100,000.00 in recording expenses associated with Buck's career and forthcoming album.

30. Plaintiff has been harmed in its business in excess of \$130,000.00.

COUNT III-PROMISSORY ESTOPPEL

31. Plaintiff repeats paragraph 1-30 above.
32. Defendants accepted the advice, counsel and services of Plaintiff.
33. Defendants' have accepted the managerial services and resources of Plaintiff.
34. Plaintiff had an expectation of being paid for the services it provided.
35. Defendants accepted the services and promised to pay Plaintiff for the services.
36. Defendants' have failed to pay in excess of \$30,000.00 in commissions to Plaintiff.
37. Plaintiff have incurred in excess of \$100,000.00 in recording expenses associated with Buck's career and forthcoming album.
38. Plaintiff has been harmed in its business in excess of \$130,000.00.

WHEREFORE, The Plaintiff demands a jury trial and the following:

1. Judgment on all counts;
2. Interest;
3. Attorneys Fees; and,
4. Any other relief this Court deems just and equitable.

GSM ENTERTAINMENT
MARKETING, INC
By Its Attorneys,

A handwritten signature in black ink, appearing to read 'CB', is written over a light gray rectangular background.

Christopher Brown, NY Bar # 2953891
Brown & Rosen LLC
Attorneys At Law
100 State Street, Suite 900
Boston, MA 02109
617-728-9111 (T)
617-695-3202 (F)
cbrown@brownrosen.com

Dated: February 18, 2017