

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL  
CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

BARBARA BREGOLI, as natural mother and parent of  
DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor,

Plaintiff,

vs.

KEENAN MAURICE WEBB, a/k/a DJ SUEDE, and  
JULLIAN BOOTHE,

Defendants.

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**COMPLAINT**

Plaintiff, BARBARA BREGOLI, as natural mother and parent of DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor, by and through her undersigned counsel, hereby sues the Defendants, KEENAN MAURICE WEBB, a/k/a DJ SUEDE, and JULLIAN BOOTHE, and as grounds therefore states as follows:

**JURISDICTIONAL ALLEGATIONS**

1. This is a cause of action at law in which Plaintiff seeks damages in excess of \$150,000.00, exclusive of punitive damages, attorneys' fees and costs.
2. Plaintiff, BARBARA BREGOLI, and her minor daughter, DANIELLE BREGOLI, are both citizens of the State of Florida and are domiciled in Palm Beach County, Florida.
3. Defendant, KEENAN MAURICE WEBB, a/k/a DJ SUEDE (hereinafter, "DJ SUEDE"), is a citizen of the State of Georgia and is domiciled in Fulton County, Georgia.
4. Defendant, JULLIAN BOOTHE, is a citizen of the State of Florida and is domiciled in Miami-Dade County, Florida.
5. Venue is proper in before this Court because the acts and omissions referenced herein occurred in Miami-Dade County, and further because Defendant, JULLIAN BOOTHE, is a resident of and is otherwise domiciled in Miami-Dade County, Florida.

6. This Court has personal jurisdiction over Defendant, DJ SUEDE, because he regularly and systematically conducts business in Miami-Dade County, Florida, and moreover because this lawsuit stems from his regular and systematic business conducted in Miami-Dade County, Florida.
7. All conditions precedent to the bringing of this cause of action have occurred, or have been performed, excused, discharged, satisfied or waived.

#### FACTS COMMON TO ALL CLAIMS

8. DANIELLE BREGOLI, a minor, is a popular recording artist and performer, who currently goes by the stage name BHAD BHABIE.
9. DANIELLE BREGOLI first achieved fame and popularity when she, along with her mother, BARBARA BREGOLI, appeared on an episode of the popular, nationally syndicated talk show, known as *Dr. Phil*. The episode was entitled "I want to give up my car-stealing, twerking 13-year-old daughter who tried to frame me for a crime".
10. The *Dr. Phil* episode was filmed in front of a live studio audience, and after perceived disparaging remarks and gestures from the studio audience, then thirteen-year-old DANIELLE BREGOLI addressed the audience directly, telling them, in her own pronunciation, to "Cash me ousside, how bow dah".
11. This phrase, coined by DANIELLE BREGOLI on the spot, was a challenge to the audience members who Danielle believed were mocking her, meaning, from Danielle's perspective, that if the audience wanted to continue mocking her, they could confront her outside and off-camera. Without Danielle's speech affect, the phrase literally meant: "Catch me outside, how about that."
12. After the airing of the subject *Dr. Phil* episode, both Danielle, and her catchphrase, went "viral"; clips and "memes" of Danielle uttering her now infamous catchphrase spread quickly throughout the internet, and before long pictures of Danielle, together with written mimickers of her catchphrase, could be found on the social media platforms of everyone from school-children to Hollywood celebrities and star professional athletes. In essence, Danielle, together with her catchphrase, became a widespread cultural phenomenon throughout the United States and internationally.

13. Following her explosion in popularity, Danielle sought various ways by which to leverage her newfound fame. One of these avenues was in recording music, an area in which Danielle had always had an interest and affinity in.
14. Danielle quickly found that she had a natural ability as a recording artist, and major record labels agreed, with Danielle quickly being signed to a multimillion-dollar deal with Atlantic Records.
15. Following her deal with Atlantic, Danielle, under her stage name Bhad Bhabie, has achieved tremendous success, with multiple songs reaching Billboard's Hot 100 chart, and with her social media presence continuing to grow, currently reaching over 12.1 million followers on Instagram, 3.2 million Youtube Subscribers, and over 1 billion Youtube views of music related content featuring Danielle.
16. As a result of her explosion in popularity and tremendous success in the music industry, Danielle has been presented with countless offers for business engagements and for additional opportunities within the music recording industry. While many of these offers have been made in good faith and with the best interests of all involved parties in mind, unfortunately, as often happens, some offers have been made for the sole purpose of exploiting Danielle and her fame for the benefit only of those making the offers.
17. Two such individuals who have conspired to exploit Danielle's fame and success solely for their own benefit are Defendants, KEENAN MAURICE WEBB, a/k/a DJ SUEDE, and his manager, JULLIAN BOOTHE, who is the self-titled CEO of Fast Life Entertainment, The Executive Club, and Rude Bwoy Management, the Chief Marketing Officer of G Farma Labs, and lists himself as serving on the board of directors of Incapta, Inc.
18. Specifically, as Danielle's popularity was exploding, DJ SUEDE and his manager, JULLIAN BOOTHE, presented an offer to Danielle's representatives wherein DJ SUEDE would be granted permission to release and continually monetize a song titled "Cash Me Outside", which was not only specifically named after Danielle's signature catchphrase, but also utilized samples of Danielle's voice and performances.
19. Ultimately, DJ SUEDE entered into a formal agreement with Danielle, by and through her mother Barbara, which specified that in exchange for permission to utilize Danielle's voice, samples, and catchphrase in his song, DJ SUEDE would pay Danielle, by and through her

mother Barbara, 50% of the net receipts earned by the release of said song. See, contract between the parties attached hereto as "**Exhibit A**".

20. Also specified as part of the terms of the contract attached as "**Exhibit A**" is that DJ SUEDE had an obligation to provide Danielle and/or her mother Barbara with regular accounting statements evidencing the net receipts earned by DJ SUEDE in reference to the subject "Cash Me Outside" song.
21. Additionally, as an informal part of the subject agreement, all parties agreed that Danielle would promote the subject "Cash Me Outside" song through her various social media platforms, which Danielle did. Moreover, all parties agreed that Danielle would not promote any other songs using the "Cash Me Outside" phrase, which at all times was complied with by Danielle.
22. Contemporaneous with entering the agreement attached as "**Exhibit A**", DJ SUEDE, by and through his manager JULLIAN BOOTHE, requested that he be considered for engagement as Danielle's disc jockey (DJ) for her national music tours. See, email correspondence attached as "**Exhibit B**". When Danielle declined this offer, DJ SUEDE and his manager JULLIAN BOOTHE commenced a course of action intended to defraud Danielle out of her earnings from the "Cash Me Outside" song pursuant to the subject agreement.
23. Specifically, pursuant to the subject agreement attached as "**Exhibit A**", the first accounting statement from the "Cash Me Outside" song was due to Plaintiff on or about September 30, 2017.
24. DJ SUEDE, by and through his manager JULLIAN BOOTHE, failed to provide this accounting statement as required, and DANIELLE and BARBARA BREGOLI, through their agents and representatives, contacted both DJ SUEDE and JULLIAN BOOTHE in an attempt to procure the same.
25. What followed was several months of back and forth communications between DJ SUEDE and JULLIAN BOOTHE on one hand, and Plaintiff's agents and representatives on the other, wherein Defendants continuously made false representations and promises that they were waiting for "up to date" accounting statements and would provide the same to Plaintiff on ever changing dates which continued to come and go without any accounting statements or payments ever being remitted to Plaintiff.

26. Notwithstanding their failure to remit accounting statements and payments to Plaintiff, at all times the Defendant's utilized Danielle's image and likeness in their promotions and advertisements for the subject "Cash Me Outside" song.
27. As of the current date, Defendants have still not remitted any accounting statements or payments to Plaintiff, despite having earned well over \$250,000.00 from the "Cash Me Outside" song, which has over 9 million plays on Spotify and has itself charted on Billboard's Hot 100 chart.

#### **COUNT 1: BREACH OF CONTRACT AGAINST DJ SUEDE**

28. Plaintiff re-asserts the allegations in paragraphs 1 – 27 above as if fully set forth herein at length.
29. At all times, pursuant to the agreement attached hereto as "Exhibit A" and incorporated herein by reference, Defendant, DJ SUEDE had an obligation to provide Plaintiff with accounting statements reflecting the monies earned from the subject "Cash Me Outside" song, as well as to remit to Plaintiff 50% of the gross receipts from said song.
30. Defendant, DJ SUEDE, materially breached the subject agreement by completely failing, to date, to provide Plaintiff with any accounting statements or any monies earned from the net receipts of the subject "Cash Me Outside" song.
31. As a direct and proximate result of DJ SUEDE's breach of his contractual obligations, Plaintiff has been damaged in an amount in excess of \$150,000.00, comprised of the lost earnings which Plaintiff should have realized from the release of the subject "Cash Me Outside" song, the market value of Plaintiff's promotional services, and the diminution and dilution in the value of Danielle's likeness, voice, and catchphrase for other commercial purposes as a result of Defendants unauthorized conduct.

WHEREFORE, Plaintiff, BARBARA BREGOLI, as natural mother and parent of DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor, demands judgment against the Defendant, KEENAN MAURICE WEBB, a/k/a DJ SUEDE for damages, costs, and prejudgment interest on costs paid, along with any further relief this Court deems just and proper.

#### **COUNT 2: FRAUD AGAINST JULLIAN BOOTHE**

32. Plaintiff re-asserts the allegations in paragraphs 1 – 27 above as if fully set forth herein at length.

33. At all times, Defendant, JULLIAN BOOTH, acted with the intent to defraud Plaintiff and to induce Plaintiff to rely on his representations despite having no intentions of adhering to the representations which he made.
34. Specifically, in negotiating the subject agreement, Defendant, JULLIAN BOOTHE, promised and represented that on behalf of DJ SUEDE, he would facilitate regular accounting statements for the earnings of the "Cash Me Outside" song, and further that he would facilitate the agreed upon payments to DANIELLE BREGOLI, by and through her mother BARBARA BREGOLI, from the net receipts earned from the "Cash Me Outside" song.
35. At all times, Defendant, JULLIAN BOOTHE, made these promises and representations without any intention of performing the same, with the intent to defraud and induce Plaintiff to rely on his representations in granting permission for the release of the subject "Cash Me Outside" song, as well as to induce Danielle to promote the subject song through her extremely valuable social media platforms.
36. Moreover, after the release of the "Cash Me Outside" song, when accounting statements and payments were due to Plaintiff pursuant to the agreement, JULLIAN BOOTHE repeatedly promised and represented that on behalf of DJ SUEDE, he would facilitate the provision of these accounting statements and payments.
37. At all times, Defendant, JULLIAN BOOTHE, made these promises and representations without any intention of performing the same, with the intent to defraud and induce Plaintiff to rely on his representations in waiting indefinitely for his compliance, while DJ SUEDE and JULLIAN BOOTHE continued to derive significant monetary benefit from the release of the "Cash Me Outside" song and from Danielle's promotions of the same.
38. At all times, Plaintiff was unaware of JULLIAN BOOTHE's intention not to perform his above detailed promises, and acted in justifiable reliance on those promises.
39. As a direct and proximate result of Plaintiff's reliance on JULLIAN BOOTHE's conduct, Plaintiff has been damaged in an amount in excess of \$150,000.00, comprised of the lost earnings which Plaintiff should have realized from the release of the subject "Cash Me Outside" song, the market value of Plaintiff's promotional services, and the diminution and dilution in the value of Danielle's likeness, voice, and catchphrase for other commercial purposes as a result of Defendants unauthorized conduct.



WHEREFORE, Plaintiff, BARBARA BREGOLI, as natural mother and parent of DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor, demands judgment against the Defendant, JULLIAN BOOTHE for damages, costs, prejudgment interest on costs paid, and for punitive damages as a result of Defendant's fraudulent conduct, along with any further relief this Court deems just and proper.

**COUNT 3: FRAUD AGAINST DJ SUEDE**

40. Plaintiff re-asserts the allegations in paragraphs 1 – 27 above as if fully set forth herein at length.
41. At all times, Defendant, DJ SUEDE, acted with the intent to defraud Plaintiff and to induce Plaintiff to rely on his representations despite having no intentions of adhering to the representations which he made.
42. Specifically, in negotiating the subject agreement, Defendant, DJ SUEDE, promised and represented that he would provide regular accounting statements of his earnings from the subject "Cash Me Outside" song, and further that he would make payments to DANIELLE BREGOLI, by and through her mother BARBARA BREGOLI, from the net receipts earned by the subject song.
43. At all times, Defendant, DJ SUEDE, made these promises and representations without any intention of performing the same, with the intent to defraud and induce Plaintiff to rely on his representations in granting permission for the release of the subject "Cash Me Outside" song, as well as to induce Danielle to promote the subject song through her extremely valuable social media platforms.
44. Moreover, after the release of the "Cash Me Outside" song, when accounting statements and payments were due to Plaintiff pursuant to the agreement, DJ SUEDE repeatedly promised and represented that he would facilitate the provision of these accounting statements and payments.
45. At all times, Defendant, DJ SUEDE made these promises and representations without any intention of performing the same, with the intent to defraud and induce Plaintiff to rely on his representations in waiting indefinitely for his compliance, while he continued to derive significant monetary benefit from the release of the "Cash Me Outside" song and from Danielle's promotions of the same.

46. At all times, Plaintiff was unaware of DJ SUEDE's intention not to perform his above detailed promises, and acted in justifiable reliance on those promises.
47. As a direct and proximate result of Plaintiff's reliance on DJ SUEDE's conduct, Plaintiff has been damaged in an amount in excess of \$150,000.00, comprised of the lost earnings which Plaintiff should have realized from the release of the subject "Cash Me Outside" song, the market value of Plaintiff's promotional services, and the diminution and dilution in the value of Danielle's likeness, voice, and catchphrase for other commercial purposes as a result of Defendants unauthorized conduct.

WHEREFORE, Plaintiff, BARBARA BREGOLI, as natural mother and parent of DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor, demands judgment against the Defendant, KEENAN MAURICE WEBB, a/k/a DJ SUEDE for damages, costs, prejudgment interest on costs paid, and for punitive damages as a result of Defendant's fraudulent conduct, along with any further relief this Court deems just and proper.

**COUNT 4: VIOLATION OF FLORIDA STATUE § 540.08 AGAINST DJ SUEDE**

48. Plaintiff re-asserts the allegations in paragraphs 1 – 27 above as if fully set forth herein at length.
49. At all times, DJ SUEDE did not have authorization from DANIELLE BREGOLI or her mother, BARABARA BREGOLI, to use Danielle's image and likeness in promotions and advertising for the subject "Cash Me Outside" song.
50. Accordingly, the conduct of DJ SUEDE in utilizing the image and likeness of DANIELLE BREGOLI in his promotions and advertisements for the subject "Cash Me Outside" song constitute a willful violation of Fla. Stat. § 540.08.
51. As a direct and proximate result of DJ SUEDE's willful violation of Fla. Stat. § 540.08, Plaintiff has been damaged in an amount in excess of \$150,000.00, comprised of the lost earnings which Plaintiff should have realized from the release of the subject "Cash Me Outside" song, the market value of Plaintiff's promotional services, and the diminution and dilution in the value of Danielle's likeness, voice, and catchphrase for other commercial purposes as a result of Defendants unauthorized conduct.

WHEREFORE, Plaintiff, BARBARA BREGOLI, as natural mother and parent of DANIELLE BREGOLI, a/k/a BHAD BHABIE, a minor, demands judgment against the Defendant, KEENAN



MAURICE WEBB, a/k/a DJ SUEDE for damages, costs, prejudgment interest on costs paid, and punitive damages, along with any further relief this Court deems just and proper.

Plaintiff demands A TRIAL BY JURY on all issues so triable as a matter of right.

Dated this 11<sup>th</sup> day of January, 2018.

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