

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

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| <p>TREVOR GEORGE SMITH JR., known professionally as “BUSTA RHYMES” and STARBUS LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> <p>RASHEEM “BUBBA” BARKER,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No.</p> <p style="text-align: center;">COMPLAINT</p> |
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Trevor George Smith known professionally as “Busta Rhymes” (hereafter “Smith”) and Starbus LLC. (hereafter “Starbus”) (individually and collectively “Plaintiffs”), by their attorneys Meloni & McCaffrey, a Professional Corporation, as and for their Complaint against Rasheem “Bubba” Barker (“Defendant”), alleges as follows:

INTRODUCTION

1. Plaintiff Smith, who for thirty years has been one of the preeminent musical recording artists and performing stars in the rap and urban music industry, placed his trust and confidence in Defendant Rasheem “Bubba” Barker to perform certain limited duties relating to Smith’s professional career as a musical performer and recording artist. Smith believed that Defendant would carry out those duties with the utmost honesty and integrity, expecting him to remain uncompromised and undivided in his loyalty to Smith. Defendant understood that Smith retained sole, absolute and unfettered discretion to make any decisions concerning Smith’s career, and that Defendant’s role would be limited to carrying out the specific instructions of Smith relating to Smith’s business endeavors and activities as a musical recording artist, performer and entertainer.

2. Unbeknownst to Plaintiffs, however, there came a point in time, beginning as early as 2016, where Defendant betrayed that trust, and began a surreptitious course of conduct – clearly outside the scope of Defendant’s authority – designed to improperly and illegally purport to bind Smith to certain third party obligations relating to concert performances, secretly divert to himself the income paid by those third parties, and withheld all of those activities from Plaintiffs until, eventually, Defendant’s house of cards came crashing down around him.

3. This action was filed in order to right those wrongs perpetrated by Defendant, and to ensure that Defendant’s unlawful conduct stop once and for all.

JURISDICTION AND VENUE

4. This is an action for damages, brought pursuant to common law of the City and State of New York.

5. This Court has subject matter jurisdiction over this action as it involves tortious conduct under New York law committed by a New York resident against New York residents.

6. This Court has personal jurisdiction over the Defendant as he resides within the jurisdiction of this Court.

7. Venue is proper in the city and county of New York because it where the Defendant is subject to personal jurisdiction and is doing business there, and it is where the acts complained of occurred or originated in such venue.

PARTIES

8. Plaintiff Smith is a successful American musician, record producer, record executive, entrepreneur and actor who resides in the City and State of New York.

9. Plaintiff Starbus LLC is a Limited Liability Company in good standing created under the laws of the State of New York that furnishes Smith’s services as a live performer.

10. Defendant is an individual who works in the administrative end of the entertainment industry, including within the City and County of New York, and who resides at 3080 Voorhies Avenue, Apt. 1G, Brooklyn, New York 11235.

SUMMARY OF FACTS

11. Plaintiff Smith has been a successful entertainer with a musical career extending over three decades, beginning with his founding membership of the iconic hip hop group, Leaders of the New School, and his creative contributions to their successful albums *A Future Without A Past* and *T.I.M.E.*

12. Embarking on a career as a solo artist, Smith went on to release nine studio albums, beginning with the 1996 platinum-selling album *The Coming*, followed by *When Disaster Strikes...* (1997), *E.L.E. (Extinction Level Event): The Final World Front* (1998), *Anarchy* (2000), *Genesis* (2001), *It Ain't Safe No More...* (2002), *The Big Bang* (2006), *Back on My B.S.* (2009) and *The Chemo* (2010).

13. Smith's list of hit singles include, among others: "*Woo Hah!! Got You All in Check*", "*Put Your Hands Where My Eyes Could See*", "*Dangerous*", "*Turn It Up (Remix)/Fire It Up*", "*Gimme Some More*", "*What's It Gonna Be?!"*, "*Pass the Courvoisier, Part II*", "*I Know What You Want*" and "*Touch It*".

14. During his career, Smith has received numerous awards, including, without limitation, The Source Awards Music Video of the Year (1999); Soul Train Music Award's The Michael Jackson Award for Best R&B/Soul or Rap Music Video (2000); Billboard's Hot R&B/Hip Hop Songs Sales Award (2005); Smash Hits Poll Winners Party Best Video (2005); Myx Music Award's Favorite International Music Video (2006); BET Hip Hop Awards for Best Live Performance and Move The Crowd Award (2006), and Best Hip Hop Video, Reese's

Perfect Combo Award, Sweet 16: Best Featured Verse and People's Champ Award (2011). In addition, throughout Smith's career he has received numerous nominations for the Grammy Awards, The American Music Awards and the MTV Music Awards.

15. Smith has also appeared in numerous theatrical films and television programs, including, without limitation, *Who's the Man?* (1993), *Strapped* (1993), *Higher Learning* (1995), *Shaft* (2000), *Finding Forrester* (2000), *Narc* (2002), *Halloween: Resurrection* (2002), *Full Clip* (2004), *Breaking Point* (2009), *The Unforgiven* (2011), *Club Life* (2015) and *King of the Dancehall* (2016).

16. Defendant started out as an intern with Violator Management a management company, record label, marketing group, and multi-media entertainment conglomerate founded and operated by Chris Lighty until his death on August 30, 2012. Defendant was then elevated to executive assistant to Mr. Lighty and finally to Junior Manager in late 2011.

17. For a period of time prior to Chris Lighty's untimely death in 2012, Violator Management managed the career of Smith.

18. Defendant, as an employee of Violator Management, at times worked on Smith related projects.

19. However, Defendant was never Smith's personal manager and Smith never held Defendant out to the public or to third parties as his personal manager.

20. At some point after Chris Lighty's death, Defendant left Violator Management and was retained on an ad hoc basis by Plaintiff Smith to perform certain limited duties relating to Smith's professional career as a musical performer and recording artist. At no time did those duties include the authority to negotiate and/or enter into agreements with third party promoters binding Plaintiffs to render the professional services of Plaintiff Smith.

21. Nonetheless, prior to and during 2018, Defendant began negotiating, directly or indirectly, with various third party promoters on Plaintiff Smith's behalf, and accepting advance money from these third party promoters purportedly on Plaintiff Smith's behalf in exchange for a purported commitment by Plaintiff Smith to perform or otherwise appear at various venues in the United States and overseas.

22. Plaintiff Smith never authorized Defendant to have discussions or perform these negotiations with third party promoters or to accept any money from them on Plaintiff Smith's behalf. Moreover, Plaintiff Smith never held Defendant out to the public as someone who could perform these actions on Plaintiff Smith's behalf.

23. For example, Plaintiff Smith learned that Defendant had purportedly negotiated with a company called Pellegrino Productions LLC (Pellegrino") for a performance at an event in October 2016 and accepted and deposited a \$20,000.00 advance payment from Pellegrino in Defendant's own account.

24. Plaintiff Smith never authorized Defendant to negotiate that performance contract or held Defendant out to Pellegrino as having any authority to negotiate that agreement or accept that payment. Nonetheless, Defendant has placed Plaintiff Smith in an untenable position of answering to Pellegrino for his failure to appear at the event in question and for the missing \$20,000.00 advance payment.

25. In another example, Defendant purportedly entered into an agreement for Plaintiff Smith to perform at a music festival in New Zealand during the summer of 2018 and accepted and deposited a \$40,000.00 advance payment from the New Zealand promoter in Defendant's own account. Plaintiff Smith never authorized Defendant to enter into that performance contract or held Defendant out to the New Zealand promoter having any authority to negotiate that

agreement or accept that payment. Nonetheless, Defendant has placed Plaintiff Smith and Starbus in an untenable position of answering to the New Zealand promoter for his failure to appear at the event in question and for the missing \$40,000.00 advance payment.

26. In another example, Plaintiff Smith learned that Defendant stole \$8,000.00 that was supposed to be paid directly to Plaintiff Starbus to cover Plaintiff Smith's travel expenses for a concert he was to perform in Toronto, Canada in July 2018.

27. Upon information and belief, Defendant has repeated his misconduct with other concert promoters and, as a result, he has exposed Plaintiffs to hundreds of thousands of dollars in potential liability.

FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

28. Plaintiffs incorporate herein by reference in their entirety the allegations set forth in the paragraphs 1 through 27 of this Complaint as if fully restated herein.

29. Defendant, as an employee of Violator Management, and later as an individual, working on professional matters involving Plaintiff Smith, owed Plaintiff Smith a fiduciary duty.

30. Defendant breached his fiduciary duty when he entered into negotiations with third party promoters on Plaintiff Smith's and/or Starbus' behalf, purported to commit Plaintiff Smith to perform in concerts without his knowledge and/or authorization, and diverted money from the third party promoters to his own account.

31. As a result of Defendant's misconduct, Plaintiffs have been exposed to liability from numerous third parties.

32. As a result, Defendant has caused Plaintiff damages in an amount to be proven at trial, but no less than \$500,000.00, plus interest.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

33. Plaintiffs incorporate herein by reference in their entirety the allegations set forth in the paragraphs 1 through 32 of this Complaint as if fully restated herein.

34. Defendant has unlawfully capitalized on his working relationship with Plaintiff Smith to defraud third parties out of monies that were purportedly to pay for Plaintiff Smith's professional services.

35. Defendant has knowledge of the benefits he has unlawfully received.

36. Defendant has accepted or retained the benefit conferred.

37. The circumstances are such that, as Plaintiff Smith is being called upon by the defrauded third parties to return those monies, as well as additional damages, it would be inequitable for the Defendant to retain the benefit.

38. As a result, Defendant has been unjustly enriched in amount to be proven at trial, but in no event less than \$500,000.00.

THIRD CAUSE OF ACTION
(Conversion)

39. Plaintiffs incorporate herein by reference in their entirety the allegations set forth in the paragraphs 1 through 38 of this Complaint as if fully restated herein.

40. Defendant has converted \$8,000.00 that was designated to be delivered to Plaintiff Starbus for the purposes of paying for Plaintiff Smith's travel expenses for a concert performance in Toronto, Canada in July 2018.

41. As a result, Plaintiffs are entitled to recover an amount to be proven at trial, but in no event less than \$8,000.00.

FOURTH CAUSE OF ACTION
(Indemnification)

42. Plaintiffs incorporate herein by reference in their entirety the allegations set forth in the paragraphs 1 through 41 of this Complaint as if fully restated herein.

43. Defendant has unlawfully capitalized on his working relationship with Plaintiff Smith and/or Starbus to defraud third parties out of monies that were purportedly to pay for Plaintiff Smith's professional services.

44. The circumstances are such that as Plaintiffs are being called upon by the defrauded third parties to return those monies, as well as compensate them for their additional damages.

45. For example, Plaintiffs have only recently discovered another action purportedly filed against Plaintiff Smith in the Supreme Court of the State of New York, Kings County, by Pellegrino Promotions LLC, who has obtained a default judgment against Plaintiff Smith in the amount of \$22,478.40. Although Plaintiff Smith maintains he was never served in that action, and thus that Court has no personal jurisdiction over Plaintiff Smith, he is still faced with the prospect of defending Pellegrino's collection efforts and challenging the judgment's legitimacy.

46. Plaintiffs also have been recently made aware of other specific threats of lawsuits against them made by other third party promoters based upon Defendant's unauthorized and fraudulent conduct.

47. In addition, Plaintiffs are being compelled to expend attorney's fees and costs in an effort to defend against these actions and otherwise attempt to reduce and/or negate their unwitting and unauthorized exposure to these third party liabilities.

48. As a result, Defendant must indemnify Plaintiffs for any and all damages caused by Defendant's unlawful and unauthorized conduct including, without limitation, any damages

assessed against Plaintiffs as a result of Defendant's actions and the attorney's fees and costs expended by Plaintiffs in defending actions by third party promoters and others, or otherwise expended in attempts at resolving purported third party claims.

49. As a result, Plaintiffs are entitled to recover an amount to be proven at trial, but in no event less than \$500,000.00.

WHEREFORE, Plaintiff demands judgment as follows:

- a. First Cause of Action – Breach of Fiduciary Duty: Damages to be proven at trial but in no event less than \$500,000.00;
- b. Second Cause of Action – Unjust Enrichment: Damages to be proven at trial but in no event less than \$500,000.00;
- c. Third Cause of Action – Conversion: Damages to be proven at trial but in no event less than \$8,000.00;
- d. Fourth Cause of Action – Indemnification: Damages to be proven at trial but in no event less than \$500,000.00;
- h. The costs of this action, including reasonable attorney's fees and expert witness fees; and
- i. Such other and further relief as the Court may deem just and proper.

Dated: December 21, 2018

MELONI & McCAFFREY
A Professional Corporation



By: _____

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