

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PLAID TAKEOVER, LLC and GERALD ISAAC MUSIC
GROUP LLC,

Index No. 1:23-cv-3014-DLC

Plaintiffs,

AMENDED COMPLAINT

- against-

JURY TRIAL DEMANDED

KIM LAMONT OWENS p/k/a KEM;

Defendant.

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Plaintiffs Plaid Takeover, LLC (“Plaid”) and Gerald Isaac Music Group LLC (“GIMG”) (collectively, “Plaintiffs”), by and through their undersigned attorneys, hereby file this Complaint against Defendant Kim Lamont Owens p/k/a KEM (“Defendant” or “KEM”), and allege as follows:

NATURE OF THIS ACTION

1. This is an action for breach of contract, quantum meruit (in the alternative), promissory estoppel (in the alternative), copyright infringement, unjust enrichment, breach of license (in the alternative), and for declaratory and injunctive relief.
2. Defendant KEM is a musical artist.
3. Plaintiff Plaid, through its principal, Gerald Isaac (“Mr. Isaac”), served as KEM’s manager from November 1, 2016 through February 24, 2023.
4. Plaid and KEM’s business relationship was governed by a written agreement (the “Agreement”), originally entered into as of November 1, 2016, and amended and extended by the parties on September 3, 2021. KEM purported to terminate the Agreement on February 24, 2023. KEM owes monies to Plaid under the Agreement, and has continuing obligations under the Agreement to continue to compensate Plaid through October 31, 2029. KEM denies that he

has any ongoing obligations to Plaid. A true and correct copy of the Agreement is attached hereto as **Exhibit 1**.

5. Under the management of – and due to the management of – Mr. Isaac/Plaid, KEM enjoyed significant and increasing professional and commercial success.

6. By way of comparison, in the period prior to Mr. Isaac's involvement, KEM earned between \$50,000 and \$70,000 per concert performance. A true and correct copy of KEM's prior tour history is attached hereto as **Exhibit 2**.

7. Once engaged, Mr. Isaac used his significant relationships in the concert promotion marketplace, and regularly secured guarantees for KEM of as much as \$100,000 to \$250,000 per night.

8. During this same time period, Plaintiff GIMG, through its principal, Mr. Isaac, created, directed and/or supervised the creation of creative content for use by KEM in connection with his musical career. For much of their professional relationship, GIMG would regularly incur all expenses in connection with the creation of the content, and KEM would compensate GIMG for its work, and reimburse GIMG for all of its expenses. GIMG was and remained the owner of all such content. Following compensation for its work and reimbursement of its expenses, GIMG allowed KEM to use the content freely, without further compensation to GIMG, although the parties never entered into any written assignment of rights in connection with any such content.

9. At the point of purported termination, there were several such items of content that GIMG had created, or supervised the creation of, for which KEM had yet to compensate GIMG for its work or reimburse GIMG for its expenses. GIMG advised KEM in writing that GIMG owned all such content, that KEM was prohibited from using the content without

compensating GIMG, and that KEM's continued use of the content would be a violation of GIMG's rights, including but not limited to those rights sounding in copyright. Because KEM disputes the continued existence of the Agreement, Plaid seeks – in the alternative – to be compensated on a quantum meruit and/or promissory estoppel basis.

10. Plaid seeks compensation from KEM for monies due and owing under the Agreement, and a declaration from the Court as to KEM's ongoing obligations to Plaid under the Agreement.

11. GIMG seeks compensation from KEM for its work, and payment for the unreimbursed expenses GIMG incurred, in connection with the creation of the content, damages under the Copyright Act for KEM's infringing use of the content without compensating GIMG, a declaration from the Court that GIMG is the owner of the content and that KEM may not use the content for which GIMG has not been paid for its or reimbursed for its expenses, and injunctive relief from the Court preventing KEM from using any such content unless and until GIMG has been made whole. Because KEM disputes GIMG's position on these issues, GIMG seeks – in the alternative - to be compensated on an unjust enrichment basis.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a), as this matter involves, *inter alia*, violation of a federally-registered copyright, and under 28 U.S.C. § 1332(a) because the parties enjoy complete diversity and the value of the matter in controversy exceeds \$75,000. Plaintiffs seek a declaratory judgment under the Declaratory Judgment Act pursuant to 28 U.S.C. § 2201. The Court has subject matter jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367.

13. Venue in this district is proper as to Defendant pursuant to 28 U.S.C. §

1391(b)(1), (2) and (3), and New York Civ. Prac. L. & R. §§ 301 and 302(a)(3)(i) and (ii), because Defendant (a) does business from multiple New York City addresses, (b) regularly does and solicits business, and engages in a persistent course of conduct, and derives substantial revenue from goods used or consumed or services rendered, in the state of New York, (c) because Defendant expects or should reasonably expect his services to have consequences in the state of New York, and (d) because Defendant derives substantial revenue from interstate and international commerce.

THE PARTIES

14. Plaintiff Plaid Takeover, LLC is a Connecticut limited liability company with offices at 24 Laurel Drive, Monroe, Connecticut 06468.

15. Plaintiff Gerald Isaac Music Group LLC is a Connecticut limited liability company with offices at 24 Laurel Drive, Monroe, Connecticut 06468.

16. Defendant Kim Lamont Owens p/k/a KEM is an individual who conducts business from 244 Madison Avenue, Suite 375, New York, New York 10016, and the offices of Citrin Cooperman & Company, LLC, 529 Fifth Avenue, 4th floor, New York, New York 10017 and/or 50 Rockefeller Plaza, New York, New York 10020.

FACTUAL SUMMARY

Facts Relating to KEM's Breach of His Management Agreement with Plaid

17. Effective November 1, 2016, KEM entered into the Agreement – entitled “Personal Co-Management Agreement” – with Plaid and Pop Nation Management, LLC (“Pop Nation”). KEM subsequently terminated the Agreement vis-à-vis Pop Nation, leaving Plaid as KEM's sole manager.

18. KEM's address, as set forth in the agreement is "C/O Citrin Cooperman, 529 Fifth Avenue, 4th floor, New York, New York 10017, Attention: Arty Erk." Agreement (**Exhibit 1**) at 1.¹

19. The Agreement had an original term of three years (ending October 31, 2019), with two one-year options to extend the term of the Agreement. Both options were exercised, which had the effect of extending the original term of the agreement to October 31, 2021.

20. KEM agreed to pay Commissions (as defined) to Plaid throughout the term of the Agreement as follows:

- ten percent (10%) of KEM's Gross Income (as defined) generated by KEM from activities in the Entertainment Industry (as defined) during the Term; and
- five percent (5%) of KEM's Gross Income generated by KEM from songwriting and publishing activities during the Term.

21. KEM also agreed to pay "Post Term Commissions" to Plaid for five years after the end of the original Term (*i.e.*, through October 31, 2026), in connection with business relationships that were consummated, initiated, or substantially negotiated as a result of reasonable business efforts of Management (as defined), including, but not limited to, any renewals, renegotiations, extensions, or improved terms that accrue therefrom, as follows:

- five percent (5%) of KEM's Gross Income generated by KEM from activities in the Entertainment Industry; and
- two and one-half percent (2.5%) of KEM's Gross Income generated by KEM

¹ Citrin Cooperman appears to have since relocated to 50 Rockefeller Plaza, New York, New York 10020. See <https://nypost.com/2019/10/29/accounting-firm-citrin-cooperman-to-expand-at-50-rock/>.

from songwriting and publishing activities.

22. KEM also agreed that although he could terminate the Agreement before the end of the original Term, his obligations to pay Commissions and Post Term Commissions would be unchanged “with respect to Gross Income that is generated or earned from all engagements or contracts that are signed, entered into, or substantially negotiated after the date that all parties have signed this Agreement and before the date of such early termination.” Agreement (**Exhibit 1**) § 4(a)(iii) (emphasis added).

23. In other words, KEM would continue to pay Commissions to Plaid of 10% and 5% (for songwriting/publishing) through October 31, 2021, and Post Term Commissions to Plaid of 5% and 2.5% (for songwriting/publishing) from the end of the original Term through October 31, 2026, on Gross Income arising from pre-termination contracts.

24. KEM also agreed to provide regular, complete and accurate accountings to Plaid, reflecting his payments to Plaid, and the calculation of said payments to Plaid, under the Agreement:

(g) All Gross Income shall be paid to and collected by Artist’s approved business manager (“Business Manager”) or agent. Each Co-Manager’s Commission shall be paid to such Co-Manager within thirty (30) days following the last day of the calendar month in which Business Manager, Artist’s agent or Artist receives the Gross Income to which such Commission relates. Each such payment shall be accompanied by a statement listing the amount and source of each item of Gross Income received during the time period elapsed since the previous such statement, and the date each such item of Gross Income was received. During the term of this Agreement, Artist’s Business Manager shall deliver to each Co-Manager such a statement each calendar month, regardless of whether any Gross Income was received during the applicable time period.

Agreement (**Exhibit 1**) § 4(g). “Business Manager” is then defined as “Citrin Cooperman, responsible party Arty Erk.” *Id.* § 5(a).

25. From November 1, 2016 through September 3, 2021, Plaid provided management

services to KEM as required by the Agreement, and KEM compensated Plaid in the form of Commissions (as defined) in accordance with the Agreement.

26. To be clear, although Plaid maintains that the Agreement was amended and extended, KEM owes Plaid substantial sums under the initial Agreement, including but not limited to songwriting/publishing revenues.

KEM and Plaid Amended the Agreement, Increasing Commissions and Extending its Term

27. On July 14, 2021 (before the end of the original Term), Plaid (via Mr. Isaac) wrote to KEM's counsel, Denise Brown, via text message, in pertinent part: "Please let me know when you have time to speak – re: Amending Management Agreement," (emphasis added) indicating that KEM had instructed Mr. Isaac to conduct any such negotiations through Ms. Brown.

28. Ms. Brown responded to Mr. Isaac's request and proceeded to make arrangements with Mr. Isaac with respect to the negotiation of the amendment of the 2016 Agreement.

29. Ms. Brown did not state or imply that she lacked the authority to negotiate the amendment of the 2016 Agreement on behalf of KEM.

30. Ms. Brown also did not state or imply that she lacked the authority to reach an agreement as to the amendment of the 2016 Agreement on behalf of KEM.

31. On July 19, 2021 (before the end of the original Term), Ms. Brown, acting on behalf of KEM, proposed amended terms to Mr. Isaac via text message, including an increase in Commissions on non-publishing/songwriting activity from 10% to 15%:

Kem- Gerald Isaac Commissions

Love Always Wins 10%

New EP-15%

AEG Tour-15% and any shows between now and October, except shows where PopNation is getting a commission, then 10%

Publishing -5% on new music only

Book deal-10%

A true and correct copy of the foregoing text message exchange is attached hereto as **Exhibit 3**.

32. On August 31, 2021 (before the end of the Term), Mr. Isaac counterproposed amended terms to KEM via Ms. Brown via email, including:

- Extending the Term for an additional three years with two one-year options upon mutual agreement of the parties;
- An increase in Commissions on non-publishing/songwriting activity from 10% to 17.5%; and
- Limiting termination to termination “for cause.”

33. On September 3, 2021 (before the end of the original Term), Ms. Brown responded via email to Mr. Isaac’s proposed amended terms, indicating that she had discussed Mr. Isaac’s proposal with KEM, and that KEM was counter-proposing amended terms, including:

- Extending the Term for three years, without the options;
- An increase in Commissions on non-publishing/songwriting activity from 10% to 15% (as Ms. Brown had proposed on August 31, 2021); and
- KEM could terminate the Agreement without cause, but would remain obligated to pay commissions arising from the period prior to termination (as in the original Agreement).

34. KEM’s offer and agreement to pay Plaid commissions on revenues arising from work that Plaid had performed pre-termination, even after termination, is common in the

entertainment industry.

35. KEM's offer and agreement to pay Plaid commissions on revenues arising from work that Plaid had performed pre-termination, even after termination, meant that if KEM chose to terminate Plaid in the middle of a tour for which Plaid had secured pre-termination, KEM would continue to pay Plaid its commissions on revenues arising from the tour. This, too, is common in the entertainment industry.

36. Less than an hour later, Mr. Isaac responded to Ms. Brown's email that the amended terms KEM had proposed were accepted. Less than two hours after that, Ms. Brown responded by email, acknowledging that Mr. Isaac had accepted KEM's proposed amended terms. A true and correct copy of the email exchange leading up to the September 3, 2021 amendment is attached hereto as **Exhibit 4**.

37. In her September 3, 2021 email, Ms. Brown acknowledged Mr. Isaac's acceptance of the terms, writing "Awesome!" Ms. Brown added: "I will get you a draft sometime next week. I will use the existing form to make it easier."

38. Ms. Brown did not state or imply – in the September 3, 2021 email or in any previous communication – that she lacked the authority to negotiate the amendment of the 2016 Agreement on behalf of KEM.

39. Ms. Brown also did not state or imply – in the September 3, 2021 email or in any previous communication – that she lacked the authority to reach an agreement as to the amendment of the 2016 Agreement on behalf of KEM.

40. Ms. Brown also did not state or imply – in the September 3, 2021 email or in any previous communication – that Mr. Isaac's acceptance of the terms that KEM had offered was contingent upon further review, consideration or approval by KEM.

41. Ms. Brown also did not state or imply – in the September 3, 2021 email or in any previous communication – that Mr. Isaac’s acceptance the terms that KEM had offered was contingent upon any further documentation.

42. Ms. Brown did not state or imply – in the September 3, 2021 email or in any previous communication – that she was reserving any rights on behalf of KEM with respect to the terms KEM had offered and that Mr. Isaac had accepted.

43. As a result of the foregoing negotiations and agreement, the 2016 Agreement was amended as of September 3, 2021, with all of the original terms and conditions remaining the same, except as specifically modified by Plaid and KEM.

44. Neither Ms. Brown nor Mr. Isaac stated or implied that there were any material terms subject to further negotiation, nor were any such terms identified in any of their correspondence.

45. Ms. Brown did not provide Mr. Isaac the “draft” she had said she would provide.

46. On January 17, 2022, more than four months after Ms. Brown indicated she would send a “draft” and more than two months after the October 31, 2021 end of the original Term, Mr. Isaac inquired of Ms. Brown as to “the status of the agreed upon terms of the Management Agreement.”

47. Mr. Isaac did not ask Ms. Brown for a draft, and Mr. Isaac neither stated nor implied that he did not consider the 2016 Agreement already amended, or that he or KEM were not already bound by the amended terms. To the contrary, he referred to the “agreed upon terms.”

48. On January 19, 2022, Ms. Brown emailed Mr. Isaac a draft agreement, and wrote in that email “that this document remains subject to Kim’s review and revision until fully

executed.”

49. Ms. Brown neither expressed nor implied disagreement with Mr. Issac’s statement that he and KEM already had “agreed upon terms,” or that Mr. Isaac and KEM were bound by such already “agreed upon terms.”

50. Ms. Brown neither expressed nor implied that the effectiveness of the already “agreed upon terms” was contingent on the execution of a written agreement.

51. Ms. Brown’s statement – the first of its kind in the entire course of her July 2021-January 2022 communications with Mr. Isaac – was specific to the draft she had prepared: “this document remains subject.”

52. Neither Mr. Isaac nor KEM ever signed Ms. Brown’s January 19, 2022 draft.

KEM Knew the Agreement Had Been Amended, and Acted Accordingly

53. Upon reaching that agreement as to the amendment of the Agreement on September 3, 2021, KEM immediately began paying Commissions to Plaid at the new 15% rate, and continued to do so on an ongoing basis.

54. Indeed, on September 29, 2021, under the heading “Gerald Commission Revision,” KEM wrote to his business managers at Citrin Cooperman about “our new Management Agreement.”

55. Although KEM told the accountants that “[t]he complete details are...being drawn up by my attorney Denise Brown” (which – in fact – she was not drawing up), he neither stated nor implied that the “new Management Agreement” was not already effective or that it was conditional on subsequent documentation.

56. To the contrary, KEM told the accountants to increase payments to Plaid from 10% to 15% on performances, and to pay Plaid a 10% commission in connection with KEM’s then-forthcoming book (which would ultimately be titled “Share My Life”). A true and correct

copy of this email is attached hereto as **Exhibit 5**.

57. Consistent with the foregoing, KEM immediately began compensating Plaid at the agreed 15% commission rate, beginning with a \$19,340.98 retroactive adjustment of commissions on October 5, 2021, and KEM continued to do so until (indeed until just after) the purported termination in February 2023:

Date	Amount	Explanation
10/5/2021	\$19,340.98	Retroactive adjustment of commissions from 10% to 15%
11/4/2021	\$20,022.35	15% commission for Atlanta show
2/1/2022	\$12,348.59	15% commission for Montgomery show
2/10/2022	\$11,941.91	15% commission Sol Fest Punta Cana
6/7/2022	\$226,435.69	15% commission Full Circle Tour payment 1
6/15/2022	\$15,880.98	15% commission Jacksonville show
8/11/2022	\$14,246.26	15% commission for Winter Park show
9/12/22	\$23,293.26	15% commission for Philadelphia show
9/13/22	\$32,625.00	15% commission for Tuscaloosa and Mableton shows
9/26/22	\$46,624.30	15% commission for Detroit Show
10/3/2022	\$139,623.53	15% commission Full Circle Tour payment 2
11/3/2022	\$16,380.88	15% commission for Atlanta East Lake show
11/16/2022	\$25,730.93	15% commission for Cancun show
11/23/2022	\$45,000.00	15% commission for SIIS Tour Advance
1/24/2022	\$34,463.18	15% commission for Hammond show
2/14/2023	\$25,735.87	15% commission for Orlando Capital Jazz Puerto Rico show
2/16/2023	\$24,707.97	15% commission for SIIS Tour Week 1
2/27/2023	\$45,000.00	15% commission for Motown Agreement (partial payment, balance due)
2/27/2023	\$19,217.24	15% commission for SIIS Tour Week 2

58. On May 3, 2022, KEM's accountants at Citrin Cooperman noted that "Gerald commission is over 300k," reflecting Plaid's entitlement to 15% in commissions for the Full Circle Tour. A true and correct copy of this email is attached hereto as part of **Exhibit 6**.

59. On July 6, 2022, Plaid circulated a summary of KEM's projected income from upcoming activity, including in that calculation the 15% in commissions due to Plaid. KEM confirmed receipt of the calculation without question or objection. A true and correct copy of

this email exchange is attached hereto as **Exhibit 7**.

60. On October 12, 2022, Plaid circulated a similar summary of KEM's projected income, also including the calculation of the 15% commissions due to Plaid. KEM raised no question or objection. A true and correct copy of this email exchange is attached hereto as **Exhibit 8**.

61. On February 24, 2023, KEM emailed Mr. Isaac a letter in which he purported to terminate "your services as my manager, effective immediately" (the "Termination Email"). In that letter – a true and correct copy of which is attached hereto as **Exhibit 11** – KEM indicated a return address of 244 Madison Avenue, Suite 375, New York, N.Y. 10016.

62. The Agreement required that any termination notices to be given by certified mail, return receipt requests, overnight courier, or personal delivery.

63. Regardless of whether the Termination Email was effective or not, KEM continues to be bound by the terms of the Agreement as amended, including – notably – his obligation to pay Commissions to Plaid through the end of the Term (October 31, 2024), and Post Term Commissions for five years following the end of the Term (October 31, 2029).

Plaid Continued to Provide Significant Services to KEM, Which Services Led to Significant Additional Revenue to KEM

64. Following the September 3, 2021 amendment of the Agreement, through February 24, 2023, when KEM purported to terminate Plaid, Plaid continued to provide a wide range of services to KEM. These services included but were not limited to:

Negotiating KEM's entertainment contracts with third parties;

Supervising and interfacing with KEM's legal representatives;

Creating and supervising the creation of content;

Structuring KEMISTRY Records to interact as an independent record label;

Enlisting accomplished record producers to work with KEM;

Enlisting and providing access to well-known talent, *e.g.*, Wiz Khalifa, Rick Ross, Kseniya Simonova;

Directing music videos;

Creative marketing;

Radio promotion;

Budget creation and management;

Branding services; and

Public relations services.

65. Applicable industry standards typically award experienced managers like Plaid, who provide services to artists at the level Plaid provided, commissions of 20%.

KEM's Baseless and Ineffective Termination Was Likely Motivated by KEM's Monetary Problems

66. For some time prior to KEM's purported termination of Plaid as his management, KEM repeatedly found himself unable to cover his financial obligations, due solely to his financial mismanagement.

67. KEM received a \$500,000 production advance from AEG, and an additional \$250,000 Loan from ICM, prior to the March 30, 2022 start of the Full Circle Tour.

68. Despite this significant influx of funding, approximately two weeks after the Full Circle Tour began, Mr. Isaac discovered that KEM was significantly behind in payments to a wide range of people, including band members, production hands and transportation vendors, all of whom were threatening to quit over the lack of payment.

69. To the extent KEM paid his bills to management and others, he was making those payments increasingly late.

70. On April 1, 2022, for example, the vendor supplying video and sound services for

KEM performances provided written notice of KEM's failure to pay their invoice. A true and correct copy of this email exchange is attached hereto as **Exhibit 12**.

71. Also on April 1, 2022, KEM's tour manager, Will Burnett, advised that KEM's AmEx card had been declined. A true and correct copy of this email exchange is attached hereto as **Exhibit 13**.

72. On April 11, 2022, KEM's transportation provider gave notice of outstanding invoices in excess of \$31,000. A true and correct copy of this email exchange is attached hereto as **Exhibit 14**.

73. On April 25, 2022, Mr. Isaac wrote to KEM's accountants, asking them to pay invoices totaling nearly \$250,000, \$60,000 of which was for "Bank Overdraft." A true and correct copy of this email exchange is attached hereto as **Exhibit 15**.

74. On May 3, 2022, one of KEM's accountants at Citrin Cooperman expressed his concern about KEM's cash flow problems, writing that he was "concerned he's going to be very short in not only paying Amex but no money to pay Gerald's and Citrin's commission." In response, one of the other accountants observed "[h]e will not have enough to cover the commissions," noting that "Gerald commission is over 300k, Citrin commission is 182k." A true and correct copy of this email exchange is attached hereto as part of **Exhibit 6**.

75. On July 6, 2022, Plaid circulated a summary of KEM's projected income from upcoming activity, including in that calculation the 15% in commissions due to Plaid. KEM confirmed receipt of the calculation without question or objection. A true and correct copy of this email exchange is attached hereto as **Exhibit 7**.

76. On October 12, 2022, Plaid circulated a similar summary of KEM's projected income, also including the calculation of the 15% commissions due to Plaid. KEM raised no

question or objection. KEM's accountants, however, wrote to Plaid, expressing their ongoing concerns about KEM's "cash flow matters," the accountants' "need for cash" and desire "to get the bank accounts funded better." A true and correct copy of this email exchange is attached hereto as **Exhibit 8**.

77. Upon information and belief, KEM's cash flow and money management issues continued unabated into 2023.

78. In or about early February 2023, Victor Wlodinguer – one of KEM's accountants at Citrin Cooperman – confronted KEM, demanding that he pay Citrin approximately \$182,000 in back commissions from the Full Circle Tour, and pointing out that KEM would owe Citrin another \$250,000 in commissions for the upcoming SIIS Tour.

79. Upon information and belief KEM sent Plaid the purported termination shortly thereafter in a misguided and entirely improper attempt to eliminate his obligation to pay Plaid the commissions it had earned.

The Soul II Soul Tour

80. In 2023, KEM performed 31 times on the "Soul II Soul" Tour (the "SIIS Tour"):

1	2/3/2023	Colonial Life Arena	Columbia, SC
2	2/4/2023	State Farm Arena	Atlanta, GA
3	2/10/2023	Thomas & Mack Center	Las Vegas, NV
4	2/11/2023	Oakland Arena	Oakland, CA
5	2/14/2023	Farmers Coliseum	Indianapolis, IN
6	2/17/2023	Microsoft Theatre	Los Angeles, CA
7	2/18/2023	Texas Trust CU Theatre	Dallas, TX
8	2/19/2023	Veterans Memorial Arena	Jacksonville, FL
9	2/24/2023	Paycom Center	Oklahoma City, OK
10	2/25/2023	Landers Center	Memphis, TN
11	3/4/2023	Hard Rock Hotel & Casino	Atlantic City, NJ
12	3/5/2023	Hard Rock Hotel & Casino	Atlantic City, NJ

13	3/10/2023	PNC Arena	Raleigh, NC
14	3/11/2023	Fox Theatre	Detroit, MI
15	3/12/2023	Fox Theatre	Detroit, MI
16	3/17/2023	Lakefront Arena	New Orleans, LA
17	3/18/2023	Chaifetz Arena	St. Louis, MO
18	3/24/2023	Toyota Arena	Houston, TX
19	3/25/2023	Freeman Coliseum	San Antonio, TX
20	4/7/2023	Heritage Bank Center	Cincinnati, OH
21	4/8/2023	Van Andel Arena	Grand Rapids, MI
22	4/14/2023	Credit Union 1 Arena	Chicago, IL
23	4/15/2023	UW-Milwaukee Panther Arena	Milwaukee, WI
24	4/21/2023	Addition Financial Arena	Orlando, FL
25	4/22/2023	Bojangles Coliseum	Charlotte, NC
26	4/28/2023	The Theater at MSG	New York, NY
27	4/29/2023	North Charleston Coliseum	North Charleston, SC
28	5/5/2023	DAR Constitution Hall	Washington, D.C.
29	5/6/2023	DAR Constitution Hall	Washington, D.C.
30	5/12/2023	Raising Canes River Center Arena	Baton Rouge, LA
31	5/13/2023	Scope Arena	Norfolk, VA

81. The SIIS Tour was negotiated, secured & delivered to KEM solely by Plaid.

82. Plaid's negotiations on behalf of KEM began on or about June 20, 2022, and continued through September 19, 2022. True and correct copies of emails relating to the negotiation of the SIIS Tour dated June 22, 2022, June 30, 2022 and September 19, 2022 are attached hereto as **Exhibit 9**.

83. KEM entered into the agreement governing the SIIS Tour on September 19, 2022 – over five months before KEM's purported termination of Plaid as his manager. A true and correct copy of the SIIS Tour agreement is attached hereto as part of **Exhibit 10**.

84. Under the agreement that Plaid secured for KEM, KEM was guaranteed a minimum payment of \$3,100,000, with a potential guarantee of \$3,800,000 with the inclusion of

VIP, Bonus & Merchandise Income.

85. In accordance with the amended Agreement, KEM was obligated to pay Plaid 15% commissions on his Gross Revenues for the SIIS Tour, or a minimum of \$465,000 (15% of \$3,100,000).

86. KEM was paid a \$300,000 advance for the SIIS Tour, and on November 23, 2022, KEM paid Plaid \$45,000, a 15% commission on the \$300,000 advance. Indeed, at that time, ICM/CAA received a check on KEM's behalf in the amount of \$1,000,000 as an advance, of which \$300,000 was paid over to KEM, and \$700,000 was placed in escrow. A true and correct copy of that check is attached hereto as part of **Exhibit 10**.

87. On February 16, 2023, KEM paid Plaid \$24,707.97, based on KEM's revenues from the first week of the SIIS Tour.

88. On February 27, 2023, KEM paid Plaid \$19,217.24, based on KEM's revenues from the second week of the SIIS Tour.

89. In total, KEM paid Plaid \$88,925.21 in connection with the SIIS Tour, out of a minimum of \$465,000 to which Plaid is entitled.

90. Plaid's entitlement to 15% of Gross Revenues for the entire SIIS Tour was reconfirmed in a series of writings.

91. On July 25, 2022, KEM's accountants circulated a "Final Budget" for the SIIS Tour that showed a 15% commission – for the entire SIIS Tour – due to Plaid ("Management"):

COMMISSIONS	% of Gross			w/out merch/ over	TOTAL
Management	15%			(386,250.00)	\$ (386,250.00)
Booking Agent	7.5%			(232,500.00)	\$ (232,500.00)
Business Manager	5%			(155,000.00)	\$ (155,000.00)
Travel Agent Fees				-	\$ -
TOTAL				(773,750.00)	\$ (773,750.00)

92. KEM confirmed his receipt of the budget in writing without questioning or objecting to the 15% commission – \$386,250 – due to Plaid for the entire SIIS Tour. A true and correct copy of this email exchange is attached hereto as **Exhibit 16**.

93. On November 29, 2022, KEM wrote to his accountants, asking if the version of the budget that had been circulated on July 25, 2022 was the final budget. His accountants responded in the affirmative.

94. On December 5, 2022, KEM wrote to Plaid and his accountants, asking them to revisit certain travel expenses, but – once again – without questioning or objecting to Plaid’s entitlement to a 15% commission – \$386,250 – for the entire SIIS Tour.

95. On February 15, 2023, KEM’s accountants circulated a spreadsheet reflecting the commissions to which Plaid was entitled for the first week of the SIIS Tour, calculated at the 15 % rate. KEM responded – in writing – “Approved.” A true and correct copy of this email exchange is attached hereto as **Exhibit 17**.

96. Consistent with the foregoing, on February 16, 2023, KEM paid Plaid \$24,707.97, the 15% commission for the first week of the SIIS Tour.

97. On February 22, 2023, this process repeated, with KEM’s accountants circulating the calculation of the 15% commissions due to Plaid for the second week of the SIIS Tour.

98. Consistent with the foregoing, on February 27, 2023 – three days after the

purported termination – KEM paid Plaid \$19,217.24, the 15% commission for the second week of the SIIS Tour.

99. KEM paid Plaid commissions of 15% in connection with the February 3, 4, 10 and 11, 2023 dates on the SIIS Tour, but did not pay Plaid commissions on the remaining 27 dates.

100. KEM is required to pay Plaid its 15% commission in connection with the entire SIIS Tour, because, in accordance with the amended Agreement, it is a contract “signed, entered into, or substantially negotiated after the date that all parties have signed this Agreement and before the date of such early termination.”

101. Also, irrespective of the Agreement, Plaid secured the entire SIIS Tour for Plaid in September 2022, well before the purported termination in February 2023, and KEM must pay Plaid for the work it performed, and the benefits it secured for KEM.

102. KEM’s refusal to pay Plaid its commission is not tethered to the purported termination, as KEM has failed and refused to pay Plaid for shows that took place before and before the purported termination.

103. As reflected above, KEM performed on February 14, 17, 18, 19 and 24, 2023, but he has not paid Plaid any commission in connection with these five dates, nor any of the 22 dates that followed.

Additional Concerts Secured by Plaid

104. In addition to the 31-show SIIS Tour, Plaid secured other shows for KEM prior to the February 24, 2023 purported termination. These include:

Date	Location	KEM Guarantee (for which Plaid is owed 15% of net)
4/13/23	Akron Civic Center, Akron, OH	\$150,000 (15% = \$22,500)

4/23/23	Seabreeze Jazz Festival, Panama City Beach, FL	\$135,000 (15% = \$20,250)
8/12/23-8/13/23	Mableton, GA	\$250,000 (15% = \$37,500)
2024 date TBD	The Theatre at MGM National Harbor, Oxon Hill, MD	\$125,000 (15% = 18,750)

105. Plaid secured the Akron show for KEM on January 30, 2023 – a month before the purported termination, and yet KEM has not paid Plaid any commission for that concert, let alone the agreed 15% commission.

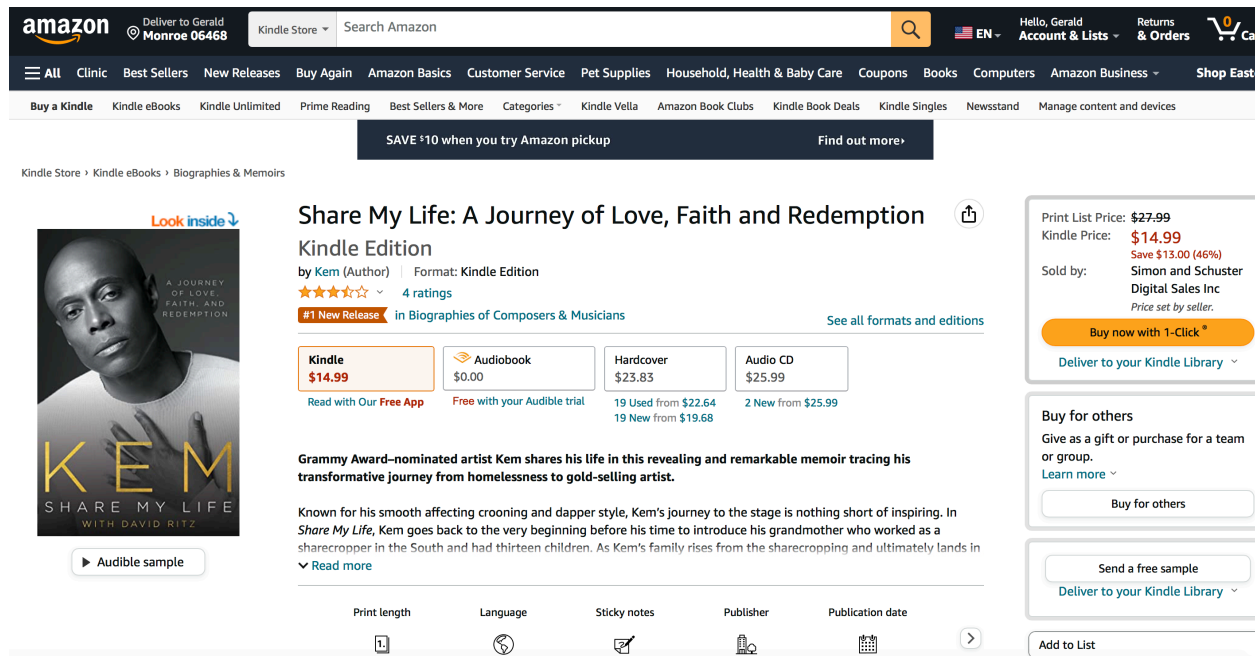
106. Likewise, Plaid secured the Seabreeze show for KEM on September 28, 2022, months before the purported termination, but KEM has not paid Plaid its 15% commission.

107. Plaid brought the Mableton, Georgia show to KEM beginning in September 2022, and followed up with KEM multiple times thereafter. With respect to the Mableton show, it is now clear that KEM affirmatively tried to deprive Plaid of its fee. On February 8, 2022, Mr. Isaac texted KEM, asking him whether he wished to accept the \$250,000 for the Mableton shows, to which KEM responded “I’ll pass.” In reality, KEM is performing at Mableton in August, and tickets are available for sale. Plainly, KEM decided to “pass,” knowing he was planning to terminate Plaid, and then accepted the offer post-termination.

108. KEM owes or will owe Plaid the following Commissions under the Agreement:

- SIIS Tour (27 dates from February 14 through May 13, 2023): at least \$332,000 in total commissions due to Plaid, all of which is due and owing
- Up to \$99,000 in commissions for additional shows secured by Plaid prior to purported termination
- “Motown” Live Album: \$15,000
- “Share My Life” book: \$20,000
- Current Total: at least \$466,000 (the “Unpaid Commissions”)

109. The book entitled “Share My Life” was released on or about April 7, 2023, as reflected in the image below:



110. KEM has not paid Plaid any of the Unpaid Commissions, and has affirmatively refused to do so.

111. KEM has not paid Plaid any songwriting/publishing commission whatsoever, and has affirmatively refused to do so.

112. For the period February 24, 2023 through October 31, 2024 (the end of the Term), KEM has and will continue to incur the obligation to pay Commissions to Plaid in accordance with the Agreement (“Additional Commissions”), including but not limited to at least \$332,000 in connection with the SIIS Tour, and at least another \$99,000 in connection with other concerts. KEM has affirmatively refused to pay any such Additional Commissions, and has affirmatively rejected the notion that he owes or will owe Plaid any Additional Commissions for the period after February 24, 2023.

113. For the period November 1, 2024 through October 31, 2029, KEM will be

obligated to pay Post Term Commissions to Plaid in accordance with the Agreement. KEM has affirmatively rejected the notion that he will owe Plaid any Post Term Commissions.

114. Plaid seeks full payment by KEM of the Unpaid Commissions, full payment of all songwriting/publishing commissions, and declaratory relief from the Court that KEM is obligated to pay all Unpaid Commissions, all songwriting/publishing commissions, all Additional Commissions through October 31, 2024, and all Post Term Commissions through October 31, 2029.

115. In addition, Plaid seeks complete and accurate accountings as required by the Agreement as to all works released by KEM during the applicable term of the Agreement, including but not limited to the following:

- “Love Always Wins” – released August 2020
- “Love Always Wins Deluxe” – released September 2021
- “Full Circle” – released July 2022
- Single releases, including but not limited to “Lie To Me”, “Live Out Your Love”, “Lie To Me Remix”, “Stuck On You”, “Right On Time.”
- “Anniversary” – released April 2023
- Next Studio Album – “Evolution of Love” and/or TBD

Facts Relating to KEM’s Failure to Pay for, and Improper Use of, the GIMG Assets

116. Mr. Isaac – through Plaid – served as KEM’s manager from November 1, 2016 through at least February 24, 2023, the date of the Termination Email.

117. In the course of his management of KEM, Mr. Isaac – through GIMG – regularly developed and brought about the development of substantial intellectual property content for use by KEM in connection with his recording career and live performances (the “GIMG Assets”).

118. GIMG owned and continues to own all such GIMG Assets.

119. During the course of Mr. Isaac's management of KEM, it was the custom and practice of GIMG and KEM that GIMG would allow KEM to use the GIMG Assets in connection with KEM's musical career, but only if – and after – KEM paid GIMG for its work and reimbursed GIMG for the expenses GIMG incurred in connection with the creation of the GIMG Assets.

120. As discussed above, by mid-2022, long before KEM purportedly terminated Mr. Isaac, KEM had fallen behind on his financial obligations to many other people, including his obligations to reimburse GIMG for expenses GIMG incurred in connection with the creation of the GIMG Assets.

121. No writing exists by which GIMG transferred its ownership in any of the GIMG Assets to KEM or to any other person.

122. No writing exists by which GIMG granted a license to use any of the GIMG Assets to KEM or to any other person.

123. After KEM improperly attempted to terminate Mr. Isaac on February 24, 2023, GIMG was and remains well within its rights to hold KEM accountable to reimburse GIMG for its expense outlays, and to enforce their long-standing arrangement by which KEM's use of the GIMG Assets was strictly tied to GIMG's being reimbursed for expenses and compensated for the creation of same.

124. As of February 24, 2023 – the date of the Termination Email – KEM had not paid GIMG for its work, or reimbursed GIMG for the expenses it incurred in connection with the following GIMG Assets:

- Content Dreams Three-Dimensional Animated Story Line Content Production (the "Video Wall")

- Live Album Images
- Kem S&S Animated Book Trailer
- Kem Award Show Sizzle Reel (Keep Hope Alive)
- Kem Visualizers, Performance Footage, 3D Animated Moving Images

125. GIMG is the creator and owner of all rights arising from the “Video Wall” (one of the GIMG Assets) and holds a U.S. Copyright Registration (PAU004172851) in connection with the Video Wall. A true and correct copy of the registration is attached hereto as **Exhibit 18**.

126. KEM attempted – and failed – to have a Video Wall created Tour through Jeff Clemmons (Sound Light Video Integration).

127. GIMG (through Mr. Isaac) hired Derek Mindler as editor for what ultimately became the Video Wall.

128. All of Mr. Mindler’s editing work on the Video Wall was undertaken at the sole direction and under the sole supervision of GIMG (through Mr. Isaac), and paid for by GIMG.

129. KEM neither directed nor supervised the creation of the Video Wall, nor did KEM contribute creatively to the Video Wall in any manner, nor did KEM compensate Mr. Mindler or GIMG for Mr. Mindler’s work on the Video Wall.

130. KEM has used, and continues to use, and continues to allow others to use, the Video Wall in connection with KEM’s live performance of music. This use includes, but it not necessarily limited to, the public display and performance of the Video Wall at KEM’s concerts during the 2023 SIIS Tour.

131. On March 2, 2023, via email, Mr. Isaac placed KEM and various parties involved in the SIIS tour on notice of GIMG’s rights in the Video Wall, and directed the recipients of the email to cease and desist from further use of the Video Wall, and to destroy all copies of the

Video Wall in their possession, custody or control. As discussed below, if it is determined that GIMG ever granted a license to KEM with respect to the Video Wall or any other GIMG Assets, that license was terminated no later than March 2, 2023.

132. On March 17, 2023, GIMG's counsel sent additional letters to parties involved in the tour, reiterating GIMG's ownership of the Video Wall, and directing all such parties to cease and desist from further use of the Video Wall. KEM was given notice through his counsel, who was copied on the letters.

133. Upon information and belief, neither KEM nor the other parties involved in the SIIS tour have in fact ceased using the Video Wall, and in fact have continued to use, and intend to continue to use the Video Wall, throughout the remainder of the tour.

134. The foregoing facts satisfy a claim for copyright infringement, which requires a showing of (1) ownership of valid copyrights and (2) copying of constituent elements that are original.

135. On April 4, 2023, KEM appeared on "The Tamron Hall Show" to promote his then-forthcoming book "Share My Life," and then-forthcoming live album "Anniversary," during which he was interviewed by Ms. Hall.

136. Upon information and belief, "The Tamron Hall Show" averages over one million viewers daily, and a social media audience in excess of three million viewers.

137. During Ms. Hall's interview of KEM, various GIMG Assets – including but not limited to still images of the Video Wall – were shown on screen, as reflected in the images attached hereto as **Exhibit 19**.

138. On April 6, 2023, KEM appeared on ABC News, again to promote "Share My Life" and "Anniversary." Upon information and belief, ABC News has over 14 million

subscribers. As was the case during the Tamron Hall interview, various GIMG Assets – including but not limited to still images of the Video Wall – were shown on screen, as reflected in the images attached hereto as **Exhibit 20**.

139. Upon information and belief, in both instances, KEM provided the GIMG Assets to the programs on which he appeared, neglected to inform the programs that the GIMG Assets were owned by GIMG and not licensed to KEM. Indeed, although KEM credited other assets used on these programs, he did not credit GIMG, so as to avoid alerting the programs that he was providing them – and inducing them to use – uncleared assets.

140. In addition, in the course of KEM’s promotion of “Anniversary,” it became clear that KEM would be including all of the images set forth on **Exhibit 21** – all of which are GIMG Assets – in the “Anniversary” album.

141. On April 5, 2023, GIMG placed Universal Music and KEM on notice of the unauthorized use of the GIMG Assets on and in connection with the promotion of “Anniversary,” and asked that such behavior cease immediately. KEM and his collaborators have not ceased their wrongful behavior, nor has GIMG received any response to the April 5, 2023 letter.

142. GIMG seeks payment from KEM for his use of the GIMG Assets other than the Video Wall, which are currently estimated to be at least \$36,500.

143. GIMG seeks the maximum actual damages available for KEM’s past and ongoing willful copyright infringement, which are currently estimated to be at least \$210,000.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

144. Plaid repeats, realleges and incorporates herein by reference each and every

allegation contained above as though the same were set forth herein.

145. KEM and Plaid entered into the Agreement, effective November 1, 2016, with an original Commissions term ending October 31, 2019.

146. KEM agreed to pay Commissions to Plaid on KEM's revenues arising from his entertainment career during the term of the Agreement at the rate of 10% (except for songwriting/publishing revenues, which would be paid at the rate of 5%), and Post Term Commissions at the rate of 5% (except for songwriting/publishing revenues, which would be paid at the rate of 2.5%) for a period after the end of the term of the Agreement of the same length as the term of the Agreement (capped at five years).

147. KEM's agreed that his obligation to pay Plaid Commissions and Post Term Commissions would not be affected by KEM's termination of the Agreement "with respect to Gross Income that is generated or earned from all engagements or contracts that are signed, entered into, or substantially negotiated after the date that all parties have signed this Agreement and before the date of such early termination."

148. KEM and Plaid exercised two options under the Agreement, extending the Commissions term of the Agreement through October 31, 2021, and extending the Post Term Commissions term through October 31, 2026.

149. On September 3, 2021, KEM and Plaid agreed to amend the Agreement, increasing the non- songwriting/publishing Commissions rate from 10% to 15%, extending the Commissions term of the Agreement through October 31, 2024, and extending the Post Term Commissions term through October 31, 2029.

150. KEM also agreed to pay Commissions to Plaid on KEM's revenues arising from the publication of the book entitled "Share My Life" at the rate of 10%.

151. Plaid – through Mr. Isaac – served as KEM’s manager from November 1, 2016 through at least February 24, 2023.

152. On February 24, 2023, KEM purported to terminate Mr. Isaac as manager of KEM.

153. As of February 24, 2023, KEM owed Plaid at least \$250,000 in Unpaid Commissions, and affirmatively refused to pay Plaid any portion of the Unpaid Commissions.

154. As of June 16, 2023, KEM owes Plaid at least \$410,000 in Unpaid Commissions and continues to refuse to pay Plaid what it is owed.

155. KEM will continue to incur obligations to pay Additional Commissions to Plaid for the period February 24, 2023 through October 31, 2024, for a total of at least \$466,000.

156. From November 1, 2024 through October 31, 2029, KEM will incur obligations to pay Post Term Commissions to Plaid.

157. KEM has not paid Plaid any songwriting/publishing Commissions at any point during the original or extended term of the Agreement.

158. KEM has not paid Plaid any portion of the Commissions due in connection with the publication of the book entitled “Share My Life.”

159. KEM also agreed to provide regular and complete accountings to Plaid, but has failed to do so throughout the term of the Agreement.

160. KEM’s actions constitute material breaches, and anticipatory future material breaches, of the Agreement.

161. Plaid has been damaged, and continues to be damaged, by KEM’s material breaches and anticipatory breaches of the Agreement.

162. Plaid seeks complete and accurate accountings as required under the Agreement.

163. Plaid seeks compensation in an amount to be determined at trial, but which is – currently – at least \$466,000, plus unaccounted and unpaid publishing/songwriting Commissions.

AS AND FOR A SECOND CAUSE OF ACTION
(Quantum Meruit) (in the alternative to the Cause of Action for Breach of Contract)

164. Plaid repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

165. KEM has taken the position in public filings that there was no contract in place between him and Plaid and/or Mr. Isaac after October 31, 2021. Plaintiffs do not accept this position.

166. Plaid, at the request and direction of KEM, sought and secured multiple opportunities for KEM to advance his career.

167. KEM would not have been presented with these opportunities but for the efforts of Plaid.

168. KEM entered into multiple entertainment contracts as a direct result of Plaid's efforts.

169. KEM would not have entered into these contracts but for the efforts of Plaid.

170. These opportunities and contracts include, but are not limited to, the following:

Soul II Soul Tour

2/14/2023	Farmers Coliseum	Indianapolis, IN
2/17/2023	Microsoft Theatre	Los Angeles, CA
2/18/2023	Texas Trust CU Theatre	Dallas, TX
2/19/2023	Veterans Memorial Arena	Jacksonville, FL
2/24/2023	Paycom Center	Oklahoma City, OK
2/25/2023	Landers Center	Memphis, TN

3/4/2023	Hard Rock Hotel & Casino	Atlantic City, NJ
3/5/2023	Hard Rock Hotel & Casino	Atlantic City, NJ
3/10/2023	PNC Arena	Raleigh, NC
3/11/2023	Fox Theatre	Detroit, MI
3/12/2023	Fox Theatre	Detroit, MI
3/17/2023	Lakefront Arena	New Orleans, LA
3/18/2023	Chaifetz Arena	St. Louis, MO
3/24/2023	Toyota Arena	Houston, TX
3/25/2023	Freeman Coliseum	San Antonio, TX
4/7/2023	Heritage Bank Center	Cincinnati, OH
4/8/2023	Van Andel Arena	Grand Rapids, MI
4/14/2023	Credit Union 1 Arena	Chicago, IL
4/15/2023	UW-Milwaukee Panther Arena	Milwaukee, WI
4/21/2023	Addition Financial Arena	Orlando, FL
4/22/2023	Bojangles Coliseum	Charlotte, NC
4/28/2023	The Theater at MSG	New York, NY
4/29/2023	North Charleston Coliseum	North Charleston, SC
5/5/2023	DAR Constitution Hall	Washington, D.C.
5/6/2023	DAR Constitution Hall	Washington, D.C.
5/12/2023	Raising Canes River Center Arena	Baton Rouge, LA
5/13/2023	Scope Arena	Norfolk, VA

Additional Concerts

Date	Location
4/13/23	Akron Civic Center, Akron, OH
4/23/23	Seabreeze Jazz Festival, Panama City Beach, FL
8/12/23-8/13/23	Mableton, GA
2024 date TBD	The Theatre at MGM National Harbor, Oxon Hill, MD

171. Plaid performed all of the foregoing services for KEM in good faith.

172. KEM accepted all of the foregoing services.

173. Plaid performed all of the foregoing services with the expectation of compensation thereof.

174. The reasonable value of the services Plaid provided to KEM are the commission rates that KEM and Plaid specifically negotiated, namely, and at which KEM was already paying Plaid prior to February 24, 2023:

- 15% commissions on KEM's revenues arising from his entertainment career other than songwriting/publishing revenues;
- 5% commissions on songwriting/publishing revenues; and
- 10% commissions on KEM's revenues arising from the publication of the book entitled "Share My Life" at the rate of 10%.

175. The reasonable value of the services Plaid provided to KEM is not diminished based on the timing of when KEM received payments.

176. The reasonable value of the services Plaid provided to KEM is not diminished based on the timing of when KEM performed entertainment services.

177. The reasonable value of the services Plaid provided to KEM is not diminished by, or in temporal relation to, KEM's purported termination of Mr. Isaac as his manager on February 24, 2023.

178. KEM has not paid Plaid any songwriting/publishing Commissions at any point during the original or extended term of the Agreement.

179. KEM's actions have violated Plaid's rights, and Plaid is entitled to compensation in quantum meruit.

180. Plaid seeks compensation in an amount to be determined at trial, but which is – currently – at least \$466,000.

AS AND FOR A THIRD CAUSE OF ACTION
(Promissory Estoppel) (in the alternative to the Cause of Action for Breach of Contract)

181. Plaid repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

182. KEM has taken the position in public filings that there was no contract in place between him and Plaid and/or Mr. Isaac after October 31, 2021. Plaintiffs do not accept this position.

183. As discussed above, during the period July 19, 2021 through September 3, 2021, there was an exchange of text messages and emails between Mr. Isaac and KEM's lawyer, Denise Brown.

184. In that exchange, Mr. Isaac and KEM (via Ms. Brown) exchanged proposed sets of terms by which Plaid would provide management services to KEM on a going forward basis.

185. On September 3, 2021, KEM (via Ms. Brown) offered, *inter alia*, that KEM would compensate Plaid at an increased commission rate of 15% for a period of three years, and that while KEM could terminate Plaid's services, KEM would remain obligated to pay commissions to Plaid on revenues arising from the period prior to termination.

186. Plaid (via Mr. Isaac) informed KEM (via Ms. Brown) that the terms were accepted, and KEM (via Ms. Brown) acknowledged the same. *See **Exhibit 4***.

187. The terms put forward by KEM (via Ms. Brown) constituted a clear and unambiguous promise by KEM to pay Plaid commissions of 15% on revenues arising from the period prior to any subsequent termination.

188. It was reasonable and foreseeable to KEM and Ms. Brown that Plaid would rely on that promise.

189. Plaid in fact relied on that promise.

190. In reliance on KEM's promise, Plaid performed substantial services for KEM, even after the end of the original term of the 2016 Agreement (October 31, 2021), and continuing until February 24, 2023, when KEM purported to terminate Plaid.

191. KEM now refuses to pay Plaid, *inter alia*, commissions of 15% (indeed, any commissions) on revenue arising from the work that KEM performed prior to the purported termination.

192. By way of example, Plaid secured the SIIS Tour for KEM in September 2022, following negotiations conducted by Plaid that spanned the period June through September 2022.

193. All of KEM's revenues arising from the SIIS Tour – revenues received before and after February 24, 2023 – arose from the work Plaid performed in June through September 2022, in reliance on the promise that KEM made to Plaid in September 2021.

194. Plaid has been damaged, and continues to be damaged, by KEM's refusal to compensate him in accordance with KEM's promise.

AS AND FOR A FOURTH CAUSE OF ACTION
(Direct Copyright Infringement)

195. GIMG repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

196. GIMG is the owner of the Video Wall.

197. GIMG holds a federal copyright registration for the Video Wall.

198. KEM, or people acting at his direction or under his control, had access to the Video Wall.

199. KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are publicly performing and

purporting to authorize the public performance of the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall.

200. KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are actually copying the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall.

201. KEM's conduct constitutes direct infringement of GIMG's exclusive rights under the Copyright Act, including but not limited to: (A) the right to publicly perform the Video Wall, 17 U.S.C. § 106(4) (the copyright owner has the exclusive right to perform and authorize others to perform the copyrighted work publicly); and (B) the right to prepare derivative works of the Video Wall, 17 U.S.C. § 106(2) (the copyright owner has the exclusive right to prepare and authorize others to prepare derivative works based on a copyrighted work).

202. Upon information and belief, in the course of publicly performing the Video Wall, KEM, or people acting at his direction or under his control, made and continue to make reproductions of the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall.

203. KEM's conduct constitutes direct infringement of GIMG's exclusive rights under the Copyright Act, including but not limited to: (A) the right to reproduce the Video Wall, 17 U.S.C. § 106(1) (the copyright owner has the exclusive right to reproduce the copyrighted work); and (B) the right to prepare derivative works of the Video Wall, 17 U.S.C. § 106(2) (the copyright owner has the exclusive right to prepare and authorize others to prepare derivative works based on a copyrighted work).

204. KEM's acts of infringement have been willful, intentional, and purposeful, in disregard of and indifferent to the rights of GIMG.

205. KEM has taken the position in public filings that GIMG granted KEM a non-exclusive implied license to use the Video Wall and the GIMG Assets, and that GIMG did not terminate those licenses. Plaintiffs do not accept this position.

206. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, KEM failed to compensate GIMG for such licenses.

207. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, any and all such licenses were terminated by GIMG no later than March 2, 2023.

208. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall, KEM's conduct described above after that date constitutes copyright infringement, for the reasons stated above.

209. As a direct and proximate result of KEM's infringement of GIMG's copyright and exclusive rights under copyright, GIMG is entitled to its actual damages plus KEM's profits from infringement, as will be proven at trial, pursuant to 17 U.S.C. § 504(b), and which are currently estimated to be at least \$210,000.

210. KEM's conduct has caused, is causing, and unless enjoined by this Court, will continue to cause GIMG great and irreparable injury that cannot fully be compensated or measured in money. GIMG has no adequate remedy at law. Pursuant to 17 U.S.C. § 502, GIMG is entitled to a permanent injunction requiring KEM to immediately stop using the Video Wall, and stop making the Video Wall available for use by others.

AS AND FOR A FIFTH CAUSE OF ACTION
(Vicarious Copyright Infringement)

211. GIMG repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

212. GIMG is the owner of the Video Wall.

213. GIMG holds a federal copyright registration for the Video Wall.

214. KEM, or people acting at his direction or under his control, had access to the Video Wall.

215. KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are publicly performing and purporting to authorize the public performance of the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall.

216. KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are actually copying the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall.

217. People other than KEM have infringed and are infringing GIMG's rights in the registered copyrighted Video Wall by, *inter alia*, publicly performing the Video Wall at concerts during the SIIS Tour and in connection with KEM's appearance on the Tamryn Hall Show and ABC News, and making copies of the Video Wall in connection therewith.

218. In particular, one or both the following people infringed GIMG's rights in the Video Wall in connection with each of KEM's concert performances at which the Video Wall was used: Will Burnett (tour manager) and Reginald Greene.

219. In particular, one or more of the following people infringed GIMG's rights in the

Video Wall in connection with KEM's appearances on the Tamryn Hall Show and ABC News: Will Burnett (tour manager), Reginald Greene, Secunda Anderson, Lynn Scott, Denise Brown, employees of the Tamryn Hall Show and employees of ABC News.

220. These people are therefore directly infringing GIMGs exclusive right of public performance, under 17 U.S.C. § 106(4), right of reproduction, under 17 U.S.C. § 106(1), and right to create derivative works, under 17 U.S.C. § 106(2).

221. KEM has taken the position in public filings that GIMG granted KEM a non-exclusive implied license to use the Video Wall and the GIMG Assets, and that GIMG did not terminate those licenses. Plaintiffs do not accept this position.

222. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, KEM failed to compensate GIMG for such licenses.

223. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, any and all such licenses were terminated by GIMG no later than March 2, 2023.

224. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, and KEM's conduct described above after termination of such licenses constitutes vicarious copyright infringement, for the reasons stated above.

225. KEM is vicariously liable for the infringing acts of the other people described above.

226. KEM has both the right and the ability to supervise these other people's infringing conduct, and to prevent them from infringing upon GIMG's copyrighted Video Wall.

227. KEM significantly and directly benefitted, and continues to benefit, from the infringement of the Video Wall by these other people.

228. KEM derives substantial revenue tied directly to the number of people that can be attracted to his concerts, which is accomplished in substantial part by offering the highest-quality audio-visual experience, including the performance of the Video Wall.

229. KEM's acts of infringement have been willful, intentional, and purposeful, in disregard of and indifferent to the rights of GIMG.

230. As a direct and proximate result of KEM's infringement of GIMG's copyright and exclusive rights under copyright, GIMG is entitled to its actual damages plus KEM's profits from infringement, as will be proven at trial, pursuant to 17 U.S.C. § 504(b), and which are currently estimated to be at least \$210,000.

231. KEM's conduct has caused, is causing and, unless enjoined by this Court, will continue to cause GIMG great and irreparable injury that cannot fully be compensated or measured in money. GIMG has no adequate remedy at law. Pursuant to 17 U.S.C. § 502, GIMG is entitled to a permanent injunction requiring KEM to immediately stop engaging in vicarious copyright infringement.

AS AND FOR A SIXTH CAUSE OF ACTION
(Unjust Enrichment)

232. Plaid and GIMG repeat, reallege and incorporate herein by reference each and every allegation contained above as though the same were set forth herein.

233. GIMG is the owner of each of the GIMG Assets.

234. KEM has been using, and continues to use, the GIMG Assets.

235. KEM's use and continuing use of the GIMG Assets conferred and continues to

confer a tremendous benefit on KEM.

236. KEM was aware, and continues to be aware, of these benefits, and accepted and retained, and continues to accept and retain, the same.

237. KEM was enriched, and continues to be enriched, by his use of the GIMG Assets at GIMG's expense.

238. GIMG has never been compensated for KEM's use of the GIMG Assets.

239. It would be inequitable and against good conscience under the circumstances set forth herein for KEM to accept and retain, and to continue to accept and retain, the benefit it received and continues to receive, from his use of the GIMG Assets without payment of its value to GIMG.

240. GIMG has been damaged in an amount to be determined at trial, but which is currently estimated to be at least \$36,500 for the GIMG Assets (excluding the Video Wall).

**AS AND FOR A SEVENTH CAUSE OF ACTION
(Breach of License) (in the alternative to the Causes of Action for Copyright Infringement
and the Cause of Action for Unjust Enrichment)**

241. GIMG repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

242. GIMG is the owner of the Video Wall and the GIMG Assets.

243. GIMG created or brought about the creation of the Video Wall and GIMG Assets for use by KEM, with the explicit understanding that KEM would compensate GIMG for the use of same.

244. KEM did not compensate GIMG for the use of the Video Wall or any of the GIMG Assets.

245. KEM has taken the position in public filings that GIMG granted KEM a non-exclusive implied license to use the Video Wall and the other GIMG Assets, and that GIMG did not terminate those licenses. Plaintiffs do not accept this position.

246. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, KEM breached those licenses by failing to pay GIMG in accordance with that or those licenses.

247. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, and in the event that there is a determination that any of those licenses were not terminated, KEM's breach of those licenses is ongoing..

248. GIMG has been damaged by KEM's past and/or ongoing breaches of any and all such licenses in an amount to be determined at trial.

AS AND FOR A EIGHTH CAUSE OF ACTION
(Declaratory Judgment)

249. Plaid and GIMG repeat, reallege and incorporate herein by reference each and every allegation contained above as though the same were set forth herein.

250. Pursuant to 28 U.S.C. § 2201, the Court may declare the rights and other legal relations of any interested party seeking such declaration whether or not further relief is, or could be, sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

Declaratory Judgment Regarding Breach of Contract

251. Under the Agreement between Plaid and KEM, KEM owes Plaid at least \$410,000 in Unpaid Commissions, and has continuing obligations to pay Plaid Additional

Commissions and Post Term Commissions, all which are estimated to total at least \$466,000.

252. Plaid advised KEM in writing of his obligation to pay the Unpaid Commissions, Additional Commissions and Post Term Commissions, and asked that KEM confirm his agreement as to same.

253. KEM responded by rejecting Plaid's position with respect to the Unpaid Commissions, Additional Commissions and Post Term Commissions, and affirmatively stated that he would not pay Plaid any of the foregoing.

254. KEM has also failed to pay Plaid any Commissions at any point in time arising from songwriting/publishing revenues.

255. KEM has also failed to pay Plaid any portion of the Commissions due in connection with the publication of the book entitled "Share My Life."

256. KEM has also failed to provide Plaid with complete and accurate accountings as required by the Agreement.

257. By reason of the foregoing, there is a present controversy between Plaid and KEM regarding KEM's obligation to pay Plaid the Unpaid Commissions, Additional Commissions and Post Term Commissions, as well as Commissions arising from songwriting/publishing revenues.

258. In the alternative, Plaid is entitled to Quantum Meruit damages based on the work Plaid performed for KEM, and the benefits KEM enjoyed and continues to enjoy for the work Plaid performed.

259. In the alternative, Plaid is entitled to Promissory Estoppel damages based on the work Plaid performed in reliance on KEM's promise to compensate him at agreed-upon rates for three more years, irrespective of any early termination by KEM.

260. Plaid seeks a declaration that KEM must immediately pay Plaid the Unpaid

Commissions, and commit to pay all Additional Commissions, Post Term Commissions, and any and all Commissions arising from songwriting/publishing revenues.

261. Upon entry of an order granting the sought after Declaratory Judgment, Plaid requests the Court order KEM to pay attorney's fees (to the extent available outside of the Copyright Act), costs, and expenses incurred by Plaid in connection with this action.

Declaratory Judgment Regarding GIMG Assets

262. GIMG performed work and incurred expenses in connection with the creation of the GIMG Assets.

263. KEM is obligated to pay GIMG for its work, and reimburse GIMG for the expenses it incurred, in connection with the GIMG Assets.

264. GIMG owns the copyright in the Video Wall, one of the GIMG Assets.

265. KEM has taken the position in public filings that all of the GIMG Assets are subject to preemption under the Copyright Act. Plaintiffs do not accept this position.

266. Despite GIMG's ownership interest in Video Wall and the other GIMG Assets, KEM or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are publicly performing and purporting to authorize the public performance of the Video Wall and the other GIMG Assets, which are infringements of GIMG's rights in the registered copyrighted Video Wall, and constitute unjust enrichment with respect to the other GIMG Assets.

267. Despite GIMG's ownership interest in the Video Wall and the other GIMG Assets, KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are actually copying the Video Wall, which are infringements of GIMG's rights in the registered copyrighted Video Wall, and constitute unjust enrichment with respect to the other GIMG Assets.

268. GIMG recently notified KEM in writing, and people acting at his direction or under his control, of the work it undertook, and the expenditures it incurred, in connection with the creation of the GIMG Assets. GIMG notified these same parties of GIMG's ownership rights in the Video Wall, and advised the same parties that if they did not immediately cease and desist from exploiting the Video Wall and the other GIMG Assets, GIMG would pursue legal action against them.

269. Notwithstanding the foregoing, KEM has indicated that he will not pay GIMG for its work, or reimburse GIMG for the expenses it incurred, in connection with the creation of the GIMG Assets. KEM further indicated that he, and the people acting at his direction or under his control, would not cease and desist from exploiting the Video Wall, and indeed they have continued to exploit it even after said warning.

270. By reason of the foregoing, there is a present controversy between GIMG and KEM regarding KEM's obligation to pay GIMG for its work, and reimburse GIMG for the expenses it incurred, in connection with the creation of the GIMG Assets, regarding GIMG's ownership of the Video Wall, and regarding KEM's infringement of GIMG's copyright in the Video Wall, and his unjust enrichment with respect to the other GIMG Assets.

271. KEM has taken the position in public filings that GIMG granted KEM a non-exclusive implied license to use the Video Wall and the GIMG Assets, and that GIMG did not terminate those licenses. Plaintiffs do not accept this position.

272. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, KEM failed to compensate GIMG for such licenses.

273. In the event that there is a determination that GIMG granted one or more licenses

to KEM to use the Video Wall or any of the GIMG Assets, any and all such licenses were terminated by GIMG no later than March 2, 2023.

274. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall, KEM's conduct described above after that date constitutes copyright infringement, for the reasons stated above.

275. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, and in the event that there is a determination that any of those licenses were not terminated, KEM's breach of those licenses is ongoing.

276. GIMG seeks a declaration that KEM must immediately pay GIMG for its work, and reimburse GIMG for all expenses incurred by GIMG, in connection with the creation of the GIMG Assets, currently estimated to be at least \$36,500.

277. GIMG also seeks a declaration that it is the owner all rights to the Video Wall and the other GIMG Assets, and a declaration that KEM's ongoing exploitation of the Video Wall constitutes copyright infringement, and unjust enrichment with respect to the other GIMG Assets.

278. Upon entry of an order granting the sought after Declaratory Judgment, GIMG requests the Court order KEM to pay attorney's fees (to the extent available outside of the Copyright Act), costs, and expenses incurred by GIMG in connection with this action.

AS AND FOR A NINTH CAUSE OF ACTION
(Injunctive Relief)

279. GIMG repeats, realleges and incorporates herein by reference each and every allegation contained above as though the same were set forth herein.

280. GIMG owns the copyright in the Video Wall, one of the GIMG Assets.

281. KEM has taken the position in public filings that all of the GIMG Assets are subject to copyright protection. Plaintiffs do not accept this position.

282. Despite GIMG's ownership interest in the copyright in the Video Wall and its ownership of the other GIMG Assets, KEM or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are publicly performing and purporting to authorize the public performance of the Video Wall and the other GIMG Assets, which are infringements of GIMG's rights in the registered copyrighted Video Wall and violations of its rights in the other GIMG Assets.

283. Despite GIMG's ownership interest in the copyright in the Video Wall and its ownership of the other GIMG Assets, KEM, or people acting at his direction or under his control, without the permission or consent of GIMG, and without authority, were and are actually copying the Video Wall and the other GIMG Assets, which are infringements of GIMG's rights in the registered copyrighted Video Wall and violations of its rights in the other GIMG Assets.

284. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, KEM failed to compensate GIMG for such licenses.

285. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, any and all such licenses were terminated by GIMG no later than March 2, 2023.

286. In the event that there is a determination that GIMG granted one or more licenses to KEM to use the Video Wall or any of the GIMG Assets, and in the event that there is a

determination that any of those licenses were not terminated, KEM's breach of those licenses is ongoing.

287. As a direct and proximate result of the copyright infringement and other violations detailed herein, GIMG is entitled to preliminary and permanent injunctive relief enjoining and restraining KEM, and anyone acting at his direction or under his control, from infringing its copyright in the Video Wall, pursuant to 17 U.S.C. § 502 and common law principles of contract law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Plaid Takeover, LLC and Gerald Isaac Music Group LLC, pray for judgment against Defendant Kim Lamont Owens p/k/a KEM as follows:

1. Damages to Plaid for KEM's material and continuing breaches of the Agreement;
2. Complete and accurate accountings as required under the Agreement;
3. Declaratory Judgment that KEM is required to provide complete and accurate accountings to Plaid, and to pay Plaid all of the Unpaid Commissions, all Additional Commissions, all Post Term Commissions, all Commissions arising from songwriter/publisher revenue;
4. In the alternative, Quantum Meruit damages to Plaid based on the work Plaid performed for KEM, and the benefits KEM enjoyed and continues to enjoy for the work Plaid performed;
5. In the alternative, Promissory Estoppel damages to Plaid based on the work Plaid performed for KEM, and the benefits KEM enjoyed and continues to enjoy for the work Plaid performed in reasonable and actual reliance on KEM's promise to pay Plaid 15%

commissions on KEM's revenues arising from the services Plaid provided, even if KEM terminated their arrangement;

6. Damages to GIMG for KEM's willful infringement of GIMG's copyright in the Video Wall;
7. Declaratory Judgment that GIMG is the owner of the copyright in the Video Wall, that KEM has directly and vicariously infringed GIMG's copyright in the Video Wall, and that KEM must pay GIMG for the damages arising from said infringement;
8. Damages to GIMG for KEM's unjust enrichment through his use of the GIMG Assets;
9. Declaratory Judgment that KEM has been unjustly enriched by his use of the GIMG Assets, and that KEM is required to pay GIMG for the work it performed, and reimburse GIMG for all expenses it incurred, in the creation of the GIMG Assets;
10. In the alternative, damages to GIMG for KEM's breach of any implied licenses concerning the GIMG Assets;
11. For a preliminary and permanent injunctive relief enjoining and restraining KEM, and anyone acting at his direction or under his control, from further exploiting the Video Wall or any of the GIMG Assets;
12. For pre- and post-judgment interest according to law;
13. For reimbursement of Plaintiffs' expenses, including attorney's fees (to the extent available outside of the Copyright Act), incurred in connection with the enforcement of its rights; and
14. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury.

Dated: New York, New York
June 16, 2023

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