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HOLY GHOST MET MASTER TENANT LLC,	:	COURT OF COMMON PLEAS
530 South Second Street, Suite 110	:	PHILADELPHIA COUNTY
Philadelphia, PA 19147; and	:	CIVIL ACTION
HOLY GHOST HEADQUARTERS	:	
REVIVAL CENTER AT THE MET INC.	:	
858 N. Broad Street	:	COMMERCE COURT
Philadelphia, PA 19105,	:	
<i>Plaintiffs,</i>	:	
	:	JURY TRIAL DEMANDED
v.	:	
	:	Term
LIVE NATION ENTERTAINMENT, INC.	:	No.
One Presidential Blvd., Suite 300	:	
Bala Cynwd, PA 19004; and	:	
GEOFFREY S. GORDON	:	
733 Lindy Lane, Unit 7-33	:	
Bala Cynwyd, PA 19004,	:	
<i>Defendants.</i>	:	

VERIFIED COMPLAINT

Plaintiffs Holy Ghost Met Master Tenant LLC (“Met Master”) and nonprofit Holy Ghost Headquarters Revival Center at the Met Inc. (“Holy Ghost Church”), through their undersigned counsel, hereby file this Verified Complaint against defendants Live Nation Entertainment, Inc. (“Live Nation”) and Geoffrey S. Gordon (“Gordon”) and, in support thereof, aver as follows:

PRELIMINARY STATEMENT

1. The Met on North Broad, originally built in 1908 by impresario Oscar Hammerstein I as the Philadelphia Metropolitan Opera House, is a Philadelphia landmark that has been listed on the National Register of Historic Places since 1972.

2. Over time, the building has gone through several iterations, including an opera house, movie theater, concert hall and sports arena and, eventually, in 1954, a non-denominational church, Holy Ghost Church, led by senior pastor, the Rev. Mark Hatcher.

3. In 1996, and in need of substantial repairs, the building was saved from the wrecking ball by Rev. Hatcher who in turn partnered with Philadelphia real estate developer Eric Blumenfeld with the plan to restore the building to its former grandeur, this time as a one-of-a-kind venue for both religious and certain commercial and entertainment activities.

4. Following a \$56 million-dollar renovation led by Mr. Blumenfeld, the Met opened on December 3, 2018.

5. Live Nation is a tenant that leases the Met from plaintiff Met Master.

6. Live Nation is a publicly traded company with billions of dollars in annual revenue that markets itself as, *inter alia*, “the world’s leading live entertainment company” and concert promoter, claiming to sell 500 million tickets per year.

7. Since the Met’s opening, Live Nation, Geoffrey Gordon, Live Nation’s regional president, and those working at his direction, such as Andrew McDonald, among others, has treated the Met as if it was the owner and developer of the building, disregarding plaintiffs’ rights to the Met.

8. In the process, Live Nation has and continues to breach its contractual obligations, by among other things:

- A. Booking events at the Met that fall outside of the “permitted use” provision of the Lease which permits only the “operation of a first-class live entertainment venue” and “ancillary uses thereto”;
- B. Failing to pay Met Master its share of the substantial revenues generated from the unauthorized events that Live Nation hosts;
- C. Generating substantial revenues from performances and/or events held at the Met that Live Nation declares unilaterally and in violation of the lease that it has no obligation to share with Met Master as part of its payment of “Percentage Rent” due to Met Master under the lease;
- D. Refusing to disclose and account to Met Master on the revenue and other financial information concerning its bookings and operations at the Met, including, without limitation, the revenue generated from the events and/or performances which it erroneously claims are not used to calculate Percentage Rent;
- E. Engaging in conduct designed to conceal and/or understate the revenue it generates from the Met for purposes of having to pay less rent to Met Master;
- F. Failing to pay Met Master its share of the substantial sponsorship revenues generated at the Met from various blue-chip companies;
- G. Refusing to disclose and account to Met Master on the sponsorship revenue that Live Nation has and continues to receive, concealing information relating to the revenues and misrepresenting that it had received no such sponsorship revenue before finally admitting that such statements were untrue;
- H. Trampling upon Holy Ghost Church’s right to use the Met for religious activities, including, without limitation, the hosting of church services on Sundays, and

otherwise interfering with the church's use of the premises and treating the church and its congregation disrespectfully;

- I. At times failing to provide Met Master with any of the tickets to events and performances due to Met Master under the lease while at other times providing Met Master with less than the requisite amount of tickets and/or tickets that are not in the "best location for enjoyment of the performance or event"; and
- J. Refusing to permit Met Master to examine Live Nation's books and records, which it is required to maintain, for purposes of concealing from Met Master the revenues that it generates from the Met and denying Met Master access to information that would otherwise document the full scope of Live Nation's unlawful conduct and the amount of damages that Met Master has and continues to sustain.

9. In addition to Live Nation's breaches of contract, Gordon himself has converted revenues and/or tortiously interfered with Met Master's right to Percentage Rent due under the lease.

10. Gordon has engaged in a pattern and practice of giving away a significant number of tickets for events and/or performances at the Met to third parties for his own personal gain, and without authorization.

11. Gordon's habitual "ticket give away" to events and/or performances at the Met has the effect of usurping ticket revenue that otherwise would and should be used for purposes of calculating the Percentage Rent due to Met Master and thereby reducing the amount of rent owed to Met Master. Gordon has and continues to be unjustly enriched at the expense of Met Master.

THE PARTIES

12. Plaintiff Met Master is a Pennsylvania limited liability company with the above-captioned address.

13. Plaintiff Holy Ghost Church is a Pennsylvania nonprofit corporation with the above-captioned address.

14. Defendant Live Nation is a Delaware corporation with the above-captioned address.

15. Defendant Gordon is an adult individual and resident of the Commonwealth of Pennsylvania domiciled at the above-captioned address.

16. Gordon is the Philadelphia regional president of Live Nation.

JURISDICTION AND VENUE

17. The Court has jurisdiction over this action pursuant to 42 Pa.C.S. § 931(a).

18. The amount in controversy exceeds \$50,000, exclusive of interest and costs, which is the jurisdictional amount below which a compulsory arbitration referral pursuant to 42 Pa.C.S. § 7361(b) would be required.

19. Venue is proper pursuant to Pa. R. Civ. P. 1006(a)(1) as the cause of action arose and the transaction out of which the cause of action arose in Philadelphia County, Pennsylvania.

FACTS

Plaintiffs

20. The Met is a neoclassical building located at 858 North Broad Street, Philadelphia, PA.

21. Holy Ghost Church saved the Met from the wrecking ball in 1996 when it bought the property for \$250,000.

22. In October 2012, Holy Ghost Church partnered with Mr. Blumenfeld to redevelop the property which had fallen into such disrepair that the building served as the set for Terry Gilliam's 1995 post-apocalyptic film *12 Monkeys*.

23. Mr. Blumenfeld led and was responsible for the incredible \$56 million renovation of the property that restored the building to its original grandeur, both inside and out.

24. Gordon regularly missed weekly development meetings.

25. Writing about the building's transformation, Inga Saffron of the Philadelphia Inquirer stated that she "couldn't believe my eyes" adding that "the Met is now evidence of what North Broad Street can, and should, be." See https://www.inquirer.com/philly/columnists/inga_saffron/metropolitan-opera-house-north-philadelphia-blumenfeld-hammerstein-20181115.html.

26. Mr. Blumenfeld's commitment to the revitalization of North Broad is unmatched by any Philadelphia developer.

27. The Met's transformation is part of Mr. Blumenfeld's larger multi-phase plan for the redevelopment of North Broad, which includes the revitalization of the Divine Lorraine Hotel, 600 North Broad, Mural Lofts, and The Studebaker building, among other projects.

28. Mr. Blumenfeld plans the development of more than 300 residential apartment units, 18 restaurants, entertainment venues, multiple office spaces, and social clubs that will provide living wages, basic and continuing education and healthcare to the surrounding community.

Live Nation

29. Live Nation is a global entertainment company, founded in 2010, following the merger of Live Nation and Ticketmaster.
30. Live Nation is publicly traded on the New York Stock Exchange as “LYV.”
31. Live Nation’s annual revenue exceeds \$10 billion.
32. According to the Los Angeles Times, “Live Nation Entertainment controls ‘nearly every aspect’ of the ticket business” *See* <https://www.latimes.com/opinion/op-ed/la-oe-pascrell-live-nation-concert-ticketing-20180517-story.html>.
33. Media outlets have referred to Live Nation as the “Evil Empire” and “Death Star”.
34. Live Nation operates its business through multiple subsidiaries, including Live Nation Marketing, Inc., Live Nation Concerts, Inc. and Live Nation Worldwide, Inc.
35. Live Nation’s “core industries” are “concerts, ticketing and sponsorship.”
36. Live Nation claims that it “produces more concerts, sells more tickets, and connects more brands to music than anyone else in the world.” *See* www.livenationentertainment.com.
37. Live Nation employs 44,000 employees worldwide in order to promote “30,000 shows and 100+ festivals” and sell “500 million tickets per year”.
38. Live Nation’s sponsorship brands marketed on its website include, among others, Citi, Hilton, T Mobile, Bacardi, Uber, American Express, Pepsi, and Anheuser-Busch.
39. Live Nation sells tickets through multiple websites that it owns and/or operates including www.ticketmaster.com, www.livenation.com, www.ticketweb.com, and themetphilly.com.

Live Nation and the Met

40. Mr. Blumenfeld was introduced to Gordon by Mayor Nutter at the mayor's resignation ceremony, during which a video was shown highlighting Mr. Blumenfeld's redevelopment of the Divine Lorrain and Live Nation's Filmore and Made in America Festival.

41. The two decided to explore a future business relationship revolving around the Met.

42. On April 24, 2017, nonparty Holy Ghost I, LP, as the landlord, and Live Nation, as the tenant, entered into an "Event Center Lease" (the "Lease") for the Met defined therein as the "Premises". A true and correct copy of the Lease is attached hereto as Exhibit "1".

43. Blumenfeld and Gordon negotiated the deal points that formed the basis for the terms of Lease.

44. On January 18, 2018, Holy Ghost I, LP assigned its right, title and interest in the Lease to Met Master. A true and correct copy of the assignment document is attached hereto as Exhibit "2".

45. Since opening with Bob Dylan on December 3, 2018, the Met has exceeded expectations as a one-of-a-kind venue in Philadelphia.

46. The Met far surpasses any of the other venues that Live Nation is affiliated with in Philadelphia.

47. A November 29, 2019 article published in the Philadelphia Inquirer, reported that the Met "has redrawn Philadelphia's concertgoing map." *See* <https://www.inquirer.com/entertainment/the-met-philadelphia-madonna-bob-dylan-north-broad-20191129.html>.

48. Upon information and belief, by the end of the year, Live Nation will have booked not less than 160 events and/or performances at the Met.

49. Live Nation, internally, considers the Met one of its top venues in the country.

50. According to Gordon, the Met “far exceeded the plan.” *See* <https://www.inquirer.com/entertainment/the-met-philadelphia-madonna-bob-dylan-north-broad-20191129.html>.

51. Gordon is intimately involved with, and plays a role in, Live Nation’s operations at Met.

52. When the Met is configured for a “seated” event or performance, there are approximately 3,500 seats available.

53. When the Met is configured for a “general admission” event or performance, and the seats are removed, it adds approximately 350 to the Met’s ticketed capacity.

Pertinent Lease Provisions

First Class Live Entertainment Only

54. Section 1.1(c) of the Lease provides that Live Nation may only operate “a first-class live entertainment venue together with ancillary uses thereto”.

55. Section 8.3(a) prohibits Live Nation from engaging in “any business or purpose other than specifically defined and permitted” by Section 1.1(c).

56. Section 8.2(a) requires Live Nation to “continuously” and “diligently use good faith efforts to book events for and have events held at the Premises”

Sharing of Ticket Revenue

57. Live Nation is required to pay Met Master \$1,500,000 per year in “Fixed Minimum Rent” payable in equal monthly installments of \$125,000 per month. *See* Lease, at § 11.1.

58. Additionally, Live Nation is required to pay Met Master “Percentage Rent” which, pursuant to Section 1.1(h) of the Lease, includes “\$2.00* per Ticket Sale for each of the first 200,000 Ticket Sales during each Lease Year” and “\$3.00* per Ticket Sale, for each additional Ticket Sale during said Lease Year.”

59. Pursuant to Section 11.3 of the Lease, “Ticket Sales” are defined as “the total number of paid tickets, paid admission entry passes, or other paid vouchers permitting entry to a public live entertainment performance or public live entertainment event held at the Premises.”

60. Pursuant to Section 21.10 of the Lease, Live Nation agreed to pay Met Master “fifty percent (50%) of any Net Profits (defined below) received by Tenant from a Transfer”.

61. A “Transfer” under the Lease includes any subletting, mortgaging, pledging, encumbering, franchising, assigning or transferring in any manner all or any part of the Premises.

Sharing of Sponsorship Revenue

62. Additionally, as part of the “Percentage Rent” that Live Nation must pay to Met Master, Section 8.5 of the Lease requires Live Nation to share with Met Master 50% of all “NIT Sponsorship Revenue”, defined as “the total net amount of cash, goods, services, or barter paid for the NIT Sponsorship, (net of any actual costs, legal fees, taxes and/or commissions incurred by Tenant to obtain same or costs of fulfillment of the NIT Sponsorship) and actually received by Tenant.” “NIT” stands for “name in title” sponsorship.

63. Live Nation is required to submit to Met Master “on or before the fifth (5th) day of each month, a written statement signed by Tenant showing NIT Sponsorship Revenue for the preceding calendar month.” Lease, at § 8.5(b).

Reporting on Revenue

64. Pursuant to Section 11.5 of the Lease, Live Nation agreed to report to Met Master “on or before the twentieth (20th) day of each month of each Lease Year” “a written statement showing Tenant’s Ticket Sales” and to report to Met Master “[w]ithin thirty (30) days after the close of each Lease Year . . . a written statement showing the Ticket Sales . . . made by Tenant from the Premises during the preceding Lease Year (or portion thereof).”

65. Pursuant to Section 11.6 of the Lease, Live Nation agreed to keep “accurate books and records” concerning, *inter alia*, its “Ticket Sales” and NIT Sponsorship Revenue” and to make those records “open and available for examination” by Met Master for purposes of “verifying” the accuracy of its reporting to Met Master and enabling Met Master to recover any unpaid rents.

Plaintiffs Retain Usage Rights to the Met

66. Pursuant to Section 3.2 of the Lease, Live Nation agreed that “the Premises shall be left in a clean and orderly condition for the Church’s use by no later than 7:00 a.m. on each Sunday morning throughout the Term.”

67. Pursuant to Section 3.2 of the Lease, Live Nation agreed that Met Master “shall have the right to host or permit other non-profit or local community organizations to host special events at the Premises, provided that such events are scheduled in advance with Tenant and do not conflict with performances booked by Tenant for the Premises.”

68. Pursuant to Section 3.2 of the Lease, Live Nation agreed that Holy Ghost Church “shall have the right to host special events at the Premises, provided that such events are scheduled in advance with both Landlord and Tenant, and do not otherwise conflict with events or performances booked or held by Landlord and/or Tenant.”

69. Pursuant to Section 5.3 of the Lease, Live Nation agreed that plaintiffs “shall, subject to the restrictions set forth in Section 3.2 above, be permitted to hold or host live entertainment acts so long as such events are non-profit or consist of local community talent).”

Met Master’s Tickets

70. Pursuant to Section 8.2(b) of the Lease, Live Nation agreed to provide Met Master with “up to (12) VIP tickets for each engagement of a performer or group presented at the Premises” and “[i]f the event or performance is one with reserved seating, such tickets shall be among the seats in the best location for enjoyment of the performance or event.”

71. Subsequently, Gordon agreed to increase the number of complimentary tickets to twenty (20) in exchange for Gordon’s use of certain office space at the Met as his private lounge, which he has and continues to utilize.

Live Nation Has and Continues to Breach the Lease

Breaches of the Permitted Use Provision/ Failure to Pay Percentage Rent

72. Live Nation holds events that do not qualify as “first class live entertainment” nor “ancillary uses” to the “operation of [a] first-class live entertainment venue”.

73. Live Nation has used the Met as a banquet hall.

74. Live Nation has used the Met as a yoga studio.

75. Live Nation has used the Met to host the Teamster Local 502, and the Academy at Palumbo high school’s graduation.

76. By booking and hosting unauthorized events, Live Nation is breaching the provisions of the Lease which require that it “continuously” and in “good faith” book and host first class live entertainment and through which the Lease provides that Met Master will share in the revenues through the payment of Percentage Rent.

77. Met Master is entitled to its fair share of any and all revenues received from Live Nation’s unauthorized events.

78. Live Nation has and continues to hold various performances and/or events at the Met which it claims, among other things, are either private and/or “licensing agreement events.”

79. Events such as Phish, Sting, Little Big Town, Sturgill Simpson, Life of Mahalia Jackson, and Madonna, among others, are events for which Live Nation claims it does not have to compensate Met Master, in blatant violation of the Percentage Rent provision.

80. Live Nation affixes these labels to its performances and/or events in order to manipulate and understate the business it is doing for purposes concealing its breaches of its contractual obligations and pay substantially less Percentage Rent.

81. Upon information and belief, Live Nation generates hundreds of thousands of dollars in revenue from its unauthorized events and/or performances.

82. Upon information and belief, Live Nation generates hundreds of thousands of dollars in revenue from events and/or performances that it claims are “licensing agreement” events and/or performances and/or “private” events and/or performances and thus on account of which it erroneously claims that no Percentage Rent is due to Met Master.

83. Accordingly, Live Nation has and continues to violate the terms of the Lease by usurping revenues generated from the Met that are required to be shared with Met Master by

unilaterally and erroneously designating events and/or performances held at the Met as being outside the calculation of Percentage Rent.

84. Live Nation's conduct frustrates the entire purpose of the Lease which provides for the sharing of revenue with Met Master.

85. Moreover, in violation of the Lease's reporting requirements and Met Master's contractual right to inspect its books and records, Live Nation has concealed and continues to conceal the information relating to the revenue that it generates from events and/or performances.

Failure to Pay NIT Sponsorship Revenue

86. In addition to the payment of Percentage Rent due to Met Master based upon events and/or performances held at the Met, Live Nation is contractually required to pay to it 50% of the "NIT Sponsorship Revenue".

87. Live Nation has violated and continues to violate the Lease's NIT Sponsorship Revenue provision by failing to pay Met Master its 50% share of such revenue.

88. Moreover, Section 28.1 of the Lease provides that "[t]his Lease and all of Landlord's covenants and obligations hereunder are expressly contingent upon a formal approval by Landlord's lender. . . If Landlord's lender disapproves this Lease, it shall be deemed void and of no further force or effect."

89. Approval of the Lease pursuant to Section 28.1 was given by the lenders based upon Live Nation's express representations concerning the scope and amount of the NIT Sponsorship Revenue that Met Master would receive.

90. Live Nation represented in writing that "all the sponsorships that [Live Nation] are currently focused on for the MET does fall under name-in-title sponsorship"; and that the

“entirety of the premises [is expected] to bring in approximately \$1 million or more annually in the form of beer sponsorship, soda sponsorship, tier level and box sponsorship.”

91. In addition, Live Nation represented in writing that the “dedicated sponsorships for the Grande Salle, Veranda level and the other eight VIP boxes and suites all of which fall under NIT sponsorships as [sic] does the [sic] close to \$650,000 of gross annual sponsorship revenue.”

92. That is, Live Nation represented that close to \$1,000,000 in NIT Sponsorship Revenue would be generated at the Met annually.

93. Live Nation’s representatives, including, but not limited to, Gordon, represented to at least one of the lenders that all sponsorships, not just naming rights on the building were included in Section 8.5 of the Lease.

94. Gordon also represented that the sponsorships relating to cups, the backs of seats, and suites were examples of sponsorship revenue that Met Master and the lenders would receive.

95. Upon information and belief, at the time the Lease was executed, Live Nation had entered into sponsorship agreements with, among others, Citicorp Credit Services, Inc, Penn Beer Distributors, Inc, Coca Cola, Diageo, Steaz, Red Bull North American, Gildan, City Fitness, and Adobe.

96. Live Nation has represented to Met Master that to date it has received not less than \$860,000 in sponsorship revenues.

97. Further, Live Nation has failed to share the requisite 50% of any of the sponsorship revenues which it admits it has received.

98. Upon information and belief, Live Nation has substantially understated and misrepresented the true amount of sponsorship revenue it has received.

99. Upon information and belief, Live Nation has failed to disclose and has actively concealed sponsorship agreements.

100. Live Nation has repudiated the Lease's requirement that it pay 50% of the NIT Sponsorship Revenue despite its prior representations which Met Master and its lenders relied upon in approving the Lease.

101. Consistent with its concealment of information from Met Master, Live Nation has to date refused to provide Met Master with any accounting of the sponsorship revenues and any information necessary to audit the sponsorship revenues that it has received, and expenses incurred.

102. As a result of Live Nation's withholding of the sponsorship revenues, the lenders have refused to disburse approximately \$2,000,000, currently being held in escrow to Met Master.

Breaches of Holy Ghost Church's Rights

103. Holy Ghost Church is an intended third-party beneficiary to the Lease.

104. Live Nation has and continues to violate Holy Ghost Church's rights to use the Met in violation of the Lease.

105. Sections 3.2 and 5.3 recognizes the importance of Holy Ghost Church to the building and the community and Met Master's commitment to the same.

106. Live Nation has treated Holy Ghost Church with utter disrespect and engaged in unlawful conduct by among other things:

- a. bullying church employees and showing disrespect and antipathy toward Reverend Hatcher,
- b. treating the congregation's presence as an inconvenience,

- c. interfering with and/or preventing Holy Ghost Church from hosting community events,
- d. failing to open the Premises on time for church services,
- e. conducting stage work during church services and interrupting the same,
- f. forcing the church to hold services in the dark by not turning on the electricity to the building,
- g. locking the power source to the stage so that Holy Ghost Church is unable to use stage power,
- h. improperly charging fees for services when none were required or requested,
- i. precluding Holy Ghost Church from hosting various charitable and/or local events, including, but not limited to, a local barbershop competition featuring local community talent and a charity boxing event to be promoted by Philadelphia's own Bernard Hopkins, and a graduation for Central Highschool, and
- j. Frustrating Holy Ghost Church's ability to use the Met to benefit the local community.

107. Met Master also has rights to use the Premises under the Lease.

108. Live Nation has engaged in the same and/or similar conduct constituting interference with Met Master's rights to hold special events by, *inter alia*, falsely claiming that the Premises were previously booked or for other reasons unavailable, thereby breaching the terms of the Lease. *See* Lease, at § 3.2.

109. Moreover, Live Nation by and through, its general manager, Andrew McDonald, has engaged in highly inappropriate and unprofessional conduct resulting in Live Nation's

breaches of Met Master's usage rights including threatening to have Met Master's agents, representatives, lenders and guests arrested for rightfully entering upon the Premises pursuant to Met Master's express usage rights under the Lease.

Live Nation's Breaches of its Ticket Obligation

110. Live Nation is required to provide tickets to Met Master as part of the consideration for the Lease entered into with Met Master.

111. The tickets that are required to be given to Met Master have an annual value of approximately \$1,000,000.

112. Live Nation is obligated to provide not less than twenty (20) tickets for "each engagement of a performer or group presented at the Premises."

113. The seats are to be located "in the best location for enjoyment of the performance or event."

114. Live Nation has and continues to violate the Lease by at times failing to provide any tickets at all and at other times providing less than the requisite amount of tickets.

115. At other times Live Nation has and continues to violate the Lease by failing to provide tickets in the "best location for enjoyment of the performance of event".

116. Moreover, when tickets are provided, they are not provided on a timely basis with sufficient and reasonable advance notice, such as when they have been provided on the day of the performance.

Gordon's Independent, Unlawful Conduct

117. Gordon was a significant factor in the leasing of the Met to Live Nation.

118. Gordon exercises a certain degree of control over Live Nation's operations at the Met, including with respect to tickets and bookings for performances and events at the Met.

119. Gordon has access to tickets for performances and events held at the Met.

120. At Gordon's direction, and without Met Master's knowledge or authorization, a significant number of tickets to performances and events at the Met are made available to him as "complimentary" tickets and used at his discretion.

121. Gordon's tickets are "off manifest" meaning they are not accounted for by Live Nation for purposes of the calculation of the "Percentage Rent" due to Met Master.

122. Met Master exercises no control over the dissemination of such tickets (or any other tickets sold or distributed for performances and/or events at the Met).

123. Upon information and belief, the tickets that Gordon exercises control over for his own use have a value of approximately \$3,000,000.

124. Gordon receives and retains these "off manifest" tickets and disseminates them at his discretion, for his own personal benefit.

125. Gordon's dissemination of a substantial number of tickets to performances and events at the Met serves his personal purposes only.

126. Gordon's dissemination—i.e., his "free ticket give away"—of a substantial number of tickets to performances and events at the Met results in a substantial loss of a revenue that otherwise would be included in the Percentage Rent due to Met Master.

127. Gordon's dissemination of tickets for his own personal and independent purposes results in a direct loss of monies that would otherwise be owed to Met Master.

128. Gordon's self-serving ticket practices is consistent with Gordon's practices prior to the execution of the Lease.

129. Gordon fenagled for himself and his family a vacation at a house owned by Ralph Lauren costing \$30,000 that Mr. Blumenfeld was stuck having to pay for.

130. Gordon has actual and/or constructive knowledge of the terms of the Lease, including Met Master's right to Percentage Rent based upon Ticket Sales.

131. By engaging in the dissemination of tickets to performances and events at the Met without any authorization and without the consent of Met Master, Gordon has and continues to interfere with Met Master's rights to receive Percentage Rent based upon the "Ticket Sales" to events and performances held at the Met.

***Live Nation Has Been Declared in Default
And Has Failed to Cure***

132. On or about May 15, 2019, Met Master declared Live Nation in default of the Lease. A true and correct copy of the default notice is attached hereto as Exhibit "3".

133. Notwithstanding Met Master's declaration of default and repeated demands that Live Nation cease and desist from its unlawful conduct, Live Nation's unlawful conduct continues unabated.

134. Pursuant to Section 24.1(a) of the Lease, when Live Nation fails to make payment of any amounts due under the Lease within ten (10) business days of written notice, an "Event of Default" is deemed to have occurred thereby giving rise to the remedies set forth in Section 24.2.

135. Pursuant to Section 24.1(b) of the Lease, an "Event of Default" is deemed to have occurred where the "Tenant shall default in the performance of any other covenants, terms, conditions or provisions of this Lease and such default is not cured within 30 days after written notice."

136. As a result of Live Nation's breaches of the Lease and Gordon's independent unlawful conduct, plaintiffs assert the following causes of action.

COUNT I
BREACH OF CONTRACT
Plaintiffs Against Live Nation

137. Plaintiffs incorporate by reference herein all of the foregoing allegations of the Complaint.

138. The Lease constitutes a binding and enforceable contract between plaintiffs and Live Nation.

139. As alleged herein, Live Nation has and continues to materially breach the provisions of the Lease.

140. Live Nation has breached and remains in default of Section 24.1(a) of the Lease by failing to pay NIT Sponsorship Revenue and Percentage Rent within 10 business days from receiving notice of its breaches thereof.

141. Live Nation has breached and remains in default of the ticket provision of Section 8.2(b), and plaintiffs' respective usage rights under Section 3.2, and has failed to cure the same within 30 days of such notice.

142. Live Nation has breached and remains in default of the Lease's revenue reporting requirements and Met Master's rights of examination of Live Nation's books and records and has failed to cure the same within 30 days of such notice.

143. In doing the things alleged herein, Live Nation has also breached the covenant of good faith and fair dealing that it owes to plaintiffs as a matter of law.

144. Plaintiffs have performed in accordance with the terms of the Lease, unless otherwise prevented from doing so by Live Nation, and are entitled to receive the benefits therefrom.

145. As a direct and proximate result of Live Nation's breaches of the Lease and its duty of good faith and fair dealing, plaintiffs have suffered damages in excess of \$50,000.00.

WHEREFORE, plaintiffs demand judgment and an award in their favor, and against Live Nation, as follows:

- a. Compensatory and consequential damages;
- b. Attorneys' fees and litigation costs; and
- c. Such other and further relief as the Court deems just and proper.

COUNT II
CONVERSION
Met Master Against Gordon

146. Plaintiffs incorporate by reference herein all of the foregoing allegations of the Complaint.

147. By engaging in the conduct herein alleged, Gordon has converted tickets to events and performances at the Met for his own personal benefit without any authorization.

148. As a result of Gordon's "ticket give away", Gordon has been unjustly enriched, and Met Master has and continues to suffer damages, including in the form of lost Percentage Rent.

149. Gordon's retention of the benefits of the tickets violates fundamental principles of justice, equity and good conscience.

150. As a direct and proximate result of Gordon's unlawful conduct, Met Master has suffered damages in excess of \$50,000.00.

WHEREFORE, plaintiff demands judgment and an award in its favor, and against Gordon, as follows:

- a. Compensatory and consequential damages;

- b. Attorneys' fees and litigation costs;
- c. Punitive damages; and
- d. Such other and further relief as the Court deems just and proper.

COUNT III
UNJUST ENRICHMENT
Met Master Against Gordon

151. Plaintiffs incorporate by reference herein all of the foregoing allegations of the Complaint.

152. By engaging in the conduct herein alleged, Gordon has converted tickets to events and performances at the Met for his own personal benefit without any authorization.

153. As a result of Gordon's "ticket give away", Gordon has been unjustly enriched.

154. In addition, Gordon has and continues to make use of a private lounge that was given in exchange for the increase of tickets required to be given to Met Master.

155. As set forth above, on multiple occasions, Met Master has not received the twenty tickets owed to it for events at the Met.

156. Accordingly, Gordon has and continues to be unjustly enriched as a result of his continued use of the former office space as his personal lounge.

157. Gordon's retention of that benefit violates fundamental principles of justice, equity and good conscience.

158. As a direct and proximate result of Gordon's unlawful conduct, Met Master has suffered damages in excess of \$50,000.00.

WHEREFORE, plaintiff demands judgment and an award in its favor, and against Gordon, as follows:

- a. Compensatory and consequential damages;

- b. Attorneys' fees and litigation costs;
- c. Punitive damages; and
- d. Such other and further relief as the Court deems just and proper.

COUNT IV
TORTIOUS INTERFERENCE
Met Master Against Gordon

159. Plaintiffs incorporate by reference herein all of the foregoing allegations of the Complaint.

160. Gordon has actual knowledge of the Lease.

161. Gordon has intentionally and purposefully interfered with the Lease by, *inter alia*, usurping tickets from the Met for his own personal gain.

162. Gordon's tortious interference with the Lease is intentional and unjustified.

163. As a direct and proximate result of Gordon's unlawful conduct, Met Master has suffered damages in excess of \$50,000.00.

WHEREFORE, plaintiff demands judgment and an award in its favor, and against Gordon, as follows:

- a. Compensatory and consequential damages;
- b. Attorneys' fees and litigation costs;
- c. Punitive damages; and
- d. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: December 10, 2019

BRAVERMAN KASKEY, P.C.

BY: /s/ Benjamin A. Garber, Esq. (306765)
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