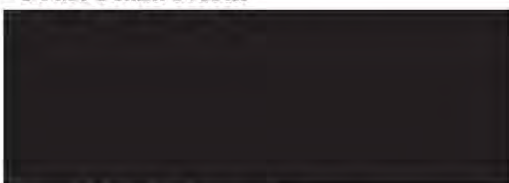


COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.

A Professional Corporation

Court Plaza North



David M. Kohane, Esq.
Attorneys for Plaintiff, Wendy Starland

WENDY STARLAND,	:	UNITED STATES DISTRICT COURT
	:	FOR THE DISTRICT OF NEW JERSEY
Plaintiff,	:	
	:	CIVIL ACTION NO. CV-10-
v.	:	
	:	<u>Civil Action</u>
ROB FUSARI AND ROB FUSARI PRODUCTIONS, INC.,	:	
	:	COMPLAINT AND JURY DEMAND
Defendants.	:	
	:	

Plaintiff Wendy Starland (“Starland”), by her undersigned attorneys, for her complaint against defendants Rob Fusari and Rob Fusari Productions LLC (collectively “Fusari”), avers:

Nature of the Action

1. Starland is bringing this action to recover damages to remedy Fusari’s breach of an oral contract and breach of fiduciary duty. Alternatively, Starland seeks to recover damages under theories of unjust enrichment and *quantum meruit*.

Jurisdiction and Venue

2. The Court has subject matter jurisdiction over the four claims for relief in this action under 28 U.S.C. § 1332. There is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391.

Parties

4. Starland is a citizen of the State of California, residing in Hollywood, California.
5. Rob Fusari is a citizen of the State of New Jersey, residing in Parsippany, New Jersey.
6. Upon information and belief, Rob Fusari Productions, LLC is a limited liability company, organized and existing under the laws of the State of New Jersey, with its principal place of business at [REDACTED] New Jersey [REDACTED].

Background

7. Starland is a singer, songwriter and music producer.
8. Rob Fusari is a songwriter and music producer. Fusari owns 100 percent of Rob Fusari Productions, LLC, which is engaged in the business of producing music.
9. Beginning in at least 2005, Starland and Fusari regularly collaborated to write songs. In 2005, at a face-to-face meeting in New Jersey, Fusari told Starland that he was searching for a unique female singer, under the age of 25, who could be the female equivalent of the lead singer of the band "The Strokes." Fusari then promised Starland that, if she could find and introduce him to such a singer, they would work together to develop the singer and share equally in any revenues earned as a result. Starland agreed to conduct a search to find such a singer. Neither party anticipated any potential losses in connection with that contract, although each understood that they would each absorb their incidental expenses involved in the performance of the contract.

10. Starland spent a substantial amount of time over the next approximately eight months searching for that unique singer.

11. On or about March 23, 2006, Starland discovered Stefani Germanotta (“Germanotta”) during Germanotta’s performance at “The Cutting Room” in New York, New York. Starland immediately called Fusari to tell him she had found that unique singer.

12. Starland then set up a meeting for Germanotta to meet Fusari at his recording studio in Parsippany, New Jersey.

13. During the months that followed, Starland regularly met with Germanotta. They collaborated on songs, Germanotta’s musical style, and her artistic development. Fusari also met with Germanotta, sometimes with Starland. As a result of the collaboration between Germanotta and Fusari, a personal relationship developed between Germanotta and Fusari.

14. In or about May of 2006, Fusari entered into an agreement with Mermaid Music LLC, a limited liability company owned and operated by its members, Germanotta and her father, Joe Germanotta. Fusari did not include Starland in the negotiation of this agreement.

15. Mermaid LLC thereafter entered into a recording contract with a major record label to exploit Germanotta’s music and persona.

16. After the signing of the contract with the major record label, Starland began asking Fusari to share the revenue that would begin to result from his relationship with Germanotta. Fusari, again, promised to do so.

17. However, as of the filing of this action, Starland has not received any compensation from Fusari in connection with her services in finding Germanotta, introducing her to Fusari, and assisting in the development of Germanotta's musical style and persona.

18. On March 17, 2010, Fusari filed a claim against Team Love Child LLC and Mermaid Music LLC in the Supreme Court of the State of New York seeking damages for, among other things, breach of contract. Upon information and belief, the parties have recently settled that action.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

19. Starland repeats the averments contained in paragraphs 1 through 18 above as if set forth in full.

20. Starland and Fusari entered into an oral contract during 2005.

21. Starland fulfilled her obligations under the contract with Fusari.

22. Fusari has breached his contract with Starland. At the time of this filing, Fusari has not paid any money to Starland for her performance of the contract.

23. Starland has suffered, and is entitled to recover, damages as a result of this breach, in an amount in excess of \$75,000, exclusive of interest and costs, to be determined by the jury at the trial in this action.

SECOND CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

24. Starland repeats the averments contained in paragraphs 1 through 23 above as if set forth in full.

25. The relationship between Starland and Fusari described above constituted a joint venture. As a result of that joint venture, Fusari owed a fiduciary duty to Starland.

26. Fusari breached his fiduciary duty to Starland by negotiating a contract with Mermaid LLC that was not as advantageous to Fusari as it would have been if his personal relationship with Germanotta had not influenced his business judgment, and by not sharing with Starland the revenues that he received, and should have received, as a result of the relationship with Germanotta.

27. Starland has suffered, and is entitled to recover, damages as a result of this breach, in an amount in excess of \$75,000, exclusive of interest and costs, to be determined by the jury at the trial in this action.

28. Starland is entitled to recover punitive damages as a result of Fusari's breach of his fiduciary duty.

THIRD CLAIM FOR RELIEF
(Unjust Enrichment)

29. Starland repeats the averments contained in paragraphs 1 through 28 above as it set forth in full.

30. Fusari received a benefit from Starland's services in discovering Germanotta, introducing her to Fusari, and developing Germanotta.

31. Starland reasonably expected remuneration from Fusari in connection to these services.

32. To allow Fusari to retain the full benefit of Starland's services without compensating Starland would unjustly enrich Fusari.

33. Starland has suffered, and is entitled to recover, damages as a result of the conduct of Fusari, in an amount in excess of \$75,000, exclusive of interest and costs, to be determined by the jury at the trial in this action.

FOURTH CLAIM FOR RELIEF
(Quantum Meruit)

34. Starland repeats the averments contained in paragraphs 1 through 33 above as if set forth in full.

35. Starland performed services for Fusari in good faith. These services included searching for the singer for Fusari to develop, introducing Fusari to Germanotta, and assisting in the development of Germanotta.

36. Based on Fusari's statements, Starland reasonably expected compensation from Fusari in exchange for her services.

37. Fusari accepted Starland's services in the search for, and development of, Germanotta.

38. Starland has suffered, and is entitled to recover, damages as a result of the conduct of Fusari, in an amount in excess of \$75,000, exclusive of interest and costs, to be determined by the jury at the trial in this action.



WHEREFORE, Starland demands judgment:

- A. Awarding Starland one half of Fusari's profits, including future profits, that resulted from, or should have resulted from, his relationship with Germanotta, or alternatively awarding Starland the reasonable value of her services;
- B. Awarding Starland punitive damages against Fusari as a result of Fusari's breach of his fiduciary duty to Starland; and
- C. Granting such other and further relief as this court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: September 24, 2010

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.

By: s/ David M. Kohane
David M. Kohane
Attorneys for Plaintiff Wendy Starland
Court Plaza North

Of Counsel:
William Dunnegan, Esq.
Dunnegan LLC

JS 44 (Rev. 12/07, NJ 5/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Wendy Starland

(b) County of Residence of First Listed Plaintiff _____

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)

David M. Kohane, Esq. - Coie Schotz Meisel Forman & Leonard, P.A. [Redacted]

DEFENDANTS

Rob Fusari and Rob Fusari Productions, Inc.

County of Residence of First Listed Defendant Morris

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Sec. 1332

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S)

(See instructions):

JUDGE _____

DOCKET NUMBER _____

Explanation:

9/24/10

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

DATE

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of New Jersey

Wendy Starland

Plaintiff

v.

Rob Fusari and Rob Fusari Productions, LLC

Defendant

)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David M. Kohane, Esq.
Cole Schotz Meisel Forman & Leonard, P.A.

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (d))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of New Jersey

Wendy Starland

Plaintiff

v.

Rob Fusari and Rob Fusari Productions, LLC

Defendant

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)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Rob Fusari
150 New Rd
Parsippany, NJ 07054-4209

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David M. Kohane, Esq.
Cole Schotz Meisel Forman & Leonard, P.A.
25 Main Street - Court Plaza North
Hackensack, New Jersey 07601

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset