

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

===== X **Index No.**
NICHE MUSIC GROUP, LLC,

Plaintiff,

-against-

AARON M. SCHLOSSBERG, ESQUIRE

Defendant.

===== X

SUMMONS

PLAINTIFF

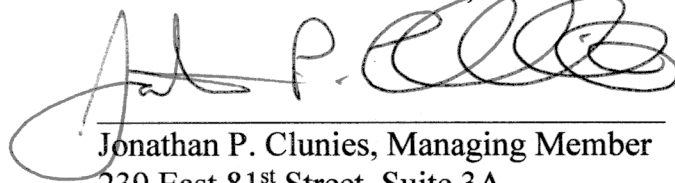
DEMANDS JURY TRIAL

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned to respond to the Complaint of the plaintiff NICHE MUSIC GROUP, LLC a copy of which is hereby served upon you, and to serve copies of your response upon the undersigned Plaintiff, Niche Music Group, LLC, 4677 Bayard Street, Suite # 101, Pittsburgh, PA 15213-2745, within twenty (20) days after service of this Summons and Complaint, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any manner other than by personal delivery within the state. In case of your default in responding to the Complaint of the plaintiff, a judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: January 3, 2019
New York, New York

NICHE MUSIC GROUP, LLC



Jonathan P. Clunies, Managing Member
239 East 81st Street, Suite 3A
New York, New York 10028
(212) 479-7355

TO:
AARON M. SCHLOSSBERG, ESQUIRE
275 Madison Avenue, 14th Floor
New York, New York 10016

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

===== X **Index No.**
NICHE MUSIC GROUP, LLC,

Plaintiff,

-against-

COMPLAINT

AARON M. SCHLOSSBERG, ESQUIRE

Defendant.

===== X
Plaintiff **NICHE MUSIC GROUP, LLC**, complaining of the above-named

defendant, alleges, as follows:

THE PARTIES

1. Plaintiff NICHE MUSIC GROUP, LLC, (“Niche”) is, and at all relevant times has been, a domestic limited liability company with its initial headquarters located at 239 E 81st Street, Suite 3A, New York, New York, 10028.

2. Niche is a recording label that records, produces and markets musical sound recordings, musical compositions and other intellectual properties to online music distribution platforms such as iTunes, Spotify and other music streaming services.

3. Upon information and belief, defendant Aaron M. Schlossberg, Esquire (“Schlossberg”) is a New York City resident.

4. Upon information and belief, Schlossberg has offices in New York located at 275 Madison Avenue, 14th Floor, New York, New York 10016.

5. Upon information and belief, Schlossberg is a member of the New York State Bar authorized to practice law in the state of New York.

FACTUAL BACKGROUND

6. On January 8, 2018 Schlossberg was engaged by Niche to represent its interests in litigation sounding in tortious interference with contract and breach of contract against The Orchard Enterprises, Inc. and Sony Music Entertainment, Inc. to be prepared and filed in the Supreme Court of New York.

7. With the full cooperation of Niche, Schlossberg prepared an initial complaint and filed it in a timely manner at Index No.: 650100/18.

8. The docket in the above referenced Sony case reflects the initial appearance of defendants, the filing of an amended complaint, and the beginning of discovery preparation.

9. As plead by Schlossberg in the pleading prepared for Niche, since 2004 (Niche) “has developed a reputation as a cutting-edge recording label and promoter that that is able to significantly increase its artists’ online presence, marketability and profitability”.

10. As plead by Schlossberg in the pleading prepared for Niche, “Niche was a pioneer in the online music sales and marketing business for a cappella”.

11. As plead by Niche, “this business reputation is extremely valuable to plaintiff”.

12. On or about May 16, 2018 Schlossberg was observed on an extended racist rant in a New York delicatessen.

13. On or about May 16, 2018 the Schlossberg video recorded in a public place went viral on the internet and he was identified and his identity was made known globally.

14. Upon information and belief, Internet researchers identified other public occasions in which the previously unidentified Schlossberg had made a public disturbance involving racist and/or ethically inflammatory language.

15. As multiple civil rights activists began a campaign against Schlossberg, various news entities picked up the story and disclosed the identity of each client that the public records showed as being represented by Schlossberg.

16. In addition, on May 19, 2018 Variety published an article specifically referencing Niche's Sony litigation and Niche began to receive emails and phone calls from the public inquiring about Niche's continued retention of Schlossberg.

17. Schlossberg's propensity for public racist outbursts was unknown to Niche until May 16, 2018.

18. Schlossberg owed a duty to Niche to conduct himself in public in such a way as to not discredit himself or his clients.

19. Schlossberg knew or reasonably should have known that his multiple public racist outbursts would reflect poorly on himself, his clients and his profession.

20. In committing his public racist outbursts Schlossberg 'failed to exercise the ordinarily reasonable skill and knowledge commonly possessed by a member of the legal profession'.

21. Plaintiff has been compelled to expend significant time, money and resources to locate, engage and bring successor counsel up to speed so that the least amount of prejudice to Niche's interests could be realized.

22. But for Schlossberg's viral racist rants, Niche would not have had to incur those specific damages enumerated above.

23. Plaintiff has suffered myriad damages as a result of defendants' breach of the Agreement, breach of duties of good faith and fair dealing and additional tortious and wrongful conduct, including but not limited to, loss of business reputation; loss of business opportunities and connections; loss of future profits; loss of the time, money and resources plaintiffs devoted to developing relationships with its partner online streaming platforms and artists that defendant has poached from plaintiff; loss of additional benefits and profits plaintiff is entitled to pursuant to the Agreement; loss of business relations; and loss of goodwill.

AS AND FOR A FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)

24. Plaintiff repeats, re-alleges, and reiterates each and every allegation contained in Paragraphs "1" through "23" above as if each were fully set forth herein.

25. The engagement letter between the parties created a valid and enforceable contractual relationship between those parties.

26. Plaintiff has in good faith performed all of its obligations to the best of its abilities pursuant to the terms of the Agreement.

27. Defendant breached his obligations under the Agreement as outlined herein.

28. Defendants' breach of contract has directly and proximately caused and continues to directly and proximately cause plaintiff damages and irreparable harm, including but not limited to, loss of business reputation; loss of business opportunities and

connections; loss of future profits; loss of the time, money and resources plaintiffs devoted to obtaining successor counsel; and loss of goodwill.

AS AND FOR A SECOND CAUSE OF ACTION
(LEGAL MALPRACTICE)

29. Plaintiff repeats, re-alleges, and reiterates each and every allegation contained in Paragraphs “1” through “28” above as if each were fully set forth herein.

30. When an attorney engages in the practice of the law and contracts to prosecute an action in behalf of his client, he impliedly represents that (1) he possesses the requisite degree of learning, skill and ability necessary to the practice of his profession and which others similarly situated ordinarily possess; (2) he will exert his best judgment in the prosecution of the litigation entrusted to him; and (3) he will exercise reasonable and ordinary care and diligence in the use of his skill and in the application of his knowledge to his client's cause.

31. By virtue of the Agreement entered into by plaintiff and defendants, defendant were obligated to perform his duties and obligations in good faith and in a manner consistent with fair dealing and refrain from engaging in conduct detrimental to plaintiff.

32. Defendant breached his duties by, *inter alia*, engaging in conduct detrimental to Niche.

33. As a direct and proximate result of defendant's breach of his duties, plaintiff has been massively and significantly damaged in an amount to be determined by the Court,

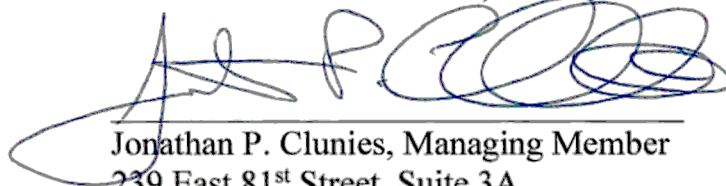
but not less than \$50,000.00 plus interests, costs, attorneys' fees and consequential damages.

WHEREFORE, plaintiff NICHE MUSIC GROUP, LLC, respectfully requests that the Court:

- A. Enter judgment against defendant on each and every cause of action above numbered asserted herein in an amount to be determine at trial, but in no event less than \$50,000.00;
- B. Award to NICHE MUSIC GROUP, LLC all costs, expenses, disbursements, attorneys' fees, and interest associated with this matter; and
- C. Grant to NICHE MUSIC GROUP, LLC such other and further relief as this Court deems just and proper.

Dated: January 3, 2019
New York, New York

NICHE MUSIC GROUP, LLC



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