

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

CBS BROADCASTING INC.,

Plaintiff,

-against-

THREE LIONS ENTERTAINMENT, LLC,

Defendant.

Index No. _____

COMPLAINT

Plaintiff CBS Broadcasting Inc. (“CBS”), by and through its attorneys Kelley Drye & Warren LLP, as and for its Complaint against Three Lions Entertainment, LLC (“Three Lions”), alleges as follows:

NATURE OF THE ACTION

1. This is a straightforward case of breach of contract by Defendant Three Lions. Upon information and belief, the principals behind Three Lions include Richard Beckman, a former magazine executive who has attempted to reinvent himself as a live entertainment impresario, and Joel Katz, a partner in the international law firm Greenberg Traurig who touts his relationship with the Grammy Awards and other entertainment industry clients as his calling card. As described in more detail below, these “lions” have shown themselves to be cowardly in the extreme when it comes to honoring contractual obligations. Despite a signed written contract obligating Three Lions to pay CBS \$2.45 million as a fee for air time on the CBS Television Network for the broadcast of Three Lions’ program “Fashion Rocks” in September 2014, Three Lions has not paid CBS a dime. CBS indisputably has performed all of its obligations under the parties’ contract, and by this action seeks damages in the amount of its contractual fee of \$2.45 million plus interest.

THE PARTIES

2. CBS is a New York corporation with its principal place of business at 51 West 52nd Street, New York, New York. Through its CBS Television Network division, CBS engages in the production and distribution of television programs and other copyrighted works, including programs that it transmits to numerous broadcast television stations in the United States that it owns and operates.

3. Upon information and belief, Three Lions is a Delaware limited liability company with its principal place of business at 150 East 52nd Street, New York, New York. Upon information and belief, Three Lions engages in the marketing and production of certain branded television programs.

JURISDICTION AND VENUE

4. Three Lions has a principal place of business in the State of New York, is authorized to do business in the State of New York and regularly transacts business in the State of New York. Three Lions is therefore subject to the personal jurisdiction of this Court, pursuant to CPLR §§ 301 and 302(a).

5. Venue is proper in New York County pursuant to CPLR § 503.

FACTUAL BACKGROUND

The Network Television Agreement

6. In or around July 2013, CBS and Three Lions entered into a written broadcasting agreement, dated July 23, 2013, as amended August 1, 2014 (the “Network Television Agreement”).

7. Pursuant to the Network Television Agreement, CBS agreed to broadcast Three Lions’ television program titled “Fashion Rocks” within the scheduled broadcast time period on Tuesday, September 9, 2014, 9:00 – 11:00 PM, Current New York Time.

8. In return, Three Lions agreed to make a payment of two million four hundred and fifty thousand dollars (\$2,450,000) (the “Contract Payment”) to be received by CBS by “no later than the fifteenth (15th) day of the month following the month in which the program hereunder is broadcast” Network Television Agreement, page 1 at Paragraph IV.

9. During the negotiation of the Network Television Agreement, Three Lions initially agreed to pay CBS a fee of one million, nine hundred and fifty thousand dollars (\$1,950,000), and to pay an additional five hundred thousand dollars (\$500,000) to the National Academy of Recording Arts and Sciences (“NARAS”), a client of Three Lions’ principal Joel Katz and his partner in the Greenberg Traurig law firm, Bobby Rosenblum, for the use of certain NARAS-owned trademarks and other intellectual property on the “Fashion Rocks” program. Thereafter, Rosenblum requested that CBS advance this sum to NARAS on behalf of Three Lions and include the amount in Three Lions’ contractual fee under the Network Television Agreement, resulting in Three Lions’ total obligation to CBS of two million four hundred and fifty thousand dollars (\$2,450,000). Whether by coincidence or design, Katz and Rosenblum thereby protected their client NARAS from the risk of a Three Lions default while increasing the risk borne by CBS.

10. On September 9, 2014, CBS broadcast the Three Lions’ television program “Fashion Rocks” as agreed.

Three Lions’ Failure to Pay

11. Three Lions failed to make the Contract Payment to CBS by October 15, 2014 – *i.e.*, “the fifteenth (15th) day of the month following the month in which the program hereunder is broadcast” *Id.*

12. As of the date of filing of this Complaint, Three Lions has failed to make any payment to CBS, as required by the Network Television Agreement.

13. Three Lions has not disputed the fact that the Contract Payment is due under the Network Television Agreement.

14. To the contrary, during a telephone conversation with Richard Beckman of Three Lions on October 21, 2014, in which CBS demanded payment, Three Lions informed CBS that its financial situation prevents it from being able to pay the amount due and that Three Lions is “insolvent.”

FIRST CAUSE OF ACTION
(Breach of Contract)

15. CBS repeats and re-alleges the preceding allegations as if fully set forth herein.

16. Pursuant to the Network Television Agreement, Three Lions contracted and agreed to pay CBS the sum of two million four hundred and fifty thousand dollars (\$2,450,000) by no later than October 15, 2014.

17. CBS has duly performed all of its contractual obligations under the Network Television Agreement.

18. To date, Three Lions has not paid any portion of the Contract Payment, despite demand.

19. Three Lions' failure to make the Contract Payment constitutes a breach of the Network Television Agreement.

20. As a result of Three Lions' breach of the Network Television Agreement, CBS has been damaged in the amount of at least two million four hundred and fifty thousand dollars (\$2,450,000), plus interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CBS Broadcasting Inc. respectfully requests that this Court enter judgment against Defendant Three Lions Entertainment, LLC as follows:

- (a) award Plaintiff actual and compensatory damages in the amount of two million four hundred and fifty thousand dollars (\$2,450,000);
- (b) award all pre- and post-judgment interest as allowed by law;
- (c) award Plaintiff its costs and disbursements; and
- (d) grant Plaintiff such other relief as the Court deems just and proper.

Dated: New York, New York
November 3, 2014

KELLEY DRYE & WARREN LLP

By: _____

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