

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

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Attorneys for Plaintiff  
REBECCA DRUCKER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

REBECCA DRUCKER, an individual,  
Plaintiff,

v.

ENRIQUE MARTIN MORALES, p/k/a RICKY  
MARTIN, an individual; RICKY MARTIN  
ENTERPRISES, INC., a Puerto Rico  
Corporation; GANESHA TOURING, INC., a  
Delaware Corporation; GARRET GLASS, an  
individual; and DOES 1 through 20, inclusive,  
Defendants.

Case No. 22STCV21090

**COMPLAINT FOR DAMAGES FOR:**

- 1) **BREACH OF ORAL CONTRACT;**
- 2) **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- 3) ***QUANTUM MERUIT*;**
- 4) **UNJUST ENRICHMENT;**
- 5) **PROMISSORY FRAUD;**
- 6) **NEGLIGENT MISREPRESENTATION; AND**
- 7) **ACCOUNTING.**

**DEMAND FOR TRIAL BY JURY**

Plaintiff Rebecca Drucker, by and through her attorneys of record, alleges the following causes of action against Defendants Enrique Martin Morales, p/k/a Ricky Martin, Ricky Martin Enterprises Inc., Ganesha Touring, Inc., Garret Glass, and DOES 1 through 20, inclusive (collectively, "Defendants"), and each of them, as follows:

**INTRODUCTION**

1. Rebecca Drucker saved Ricky Martin's career. Martin is a world-famous singer, songwriter, and actor. Rebecca is a talent manager who initially represented Martin from 2014-

1 2018. In or around May 2020, with his personal and professional life in absolute turmoil, Martin  
2 begged Rebecca to come back and represent him as his manager.

3 2. Rebecca agreed and resurrected Martin’s career in every way. She provided him  
4 with invaluable services as his manager and top advisor. Rebecca guided Martin on his recording  
5 contracts, touring and sponsorship deals, and other professional endeavors. Rebecca worked  
6 tirelessly for Martin, including on his recent North American tour with Enrique Iglesias. With  
7 Rebecca at his side, Martin made millions of dollars and therefore owes Rebecca substantial  
8 commissions. Not since “Menudo” and his meteoric rise as a solo artist in the late 1990s has  
9 Martin enjoyed such success.

10 3. Rebecca has also fiercely protected Martin. When Martin was threatened with a  
11 potentially career-ending allegation in September 2020, Rebecca advised him and brought in top  
12 litigation counsel to handle the matter. Martin emerged unscathed and proceeded with his  
13 professional resurgence. Now set to play a lead role in the highly-anticipated Apple TV+ series  
14 “Mr. and Mrs. American Pie,” Martin is once again primed to reach the heights of fame and  
15 fortune.

16 4. There is just one problem: Martin completely and maliciously refused to pay  
17 Rebecca the millions of dollars in commissions that he owes her under their management  
18 agreement. By his flagrant breach of contract, Martin betrayed Rebecca and took for granted her  
19 loyalty, dedication, and exceptional service to him. What is worse, Martin fostered a toxic work  
20 environment wherein he constantly mistreated, manipulated, and lied to Rebecca, forcing her to  
21 resign as his manager in April 2022. Martin has now threatened Rebecca and is attempting to  
22 force her to sign an agreement with a nondisclosure clause to silence Rebecca about the abhorrent  
23 behavior by Martin that she has both witnessed and endured.

24 5. Rebecca will not be silenced. For years, she protected Martin from the  
25 consequences of his reckless indiscretions. Rebecca did so not only because she was his  
26 manager, but also because she thought that Martin was her dear friend.

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1 6. No longer. By this Complaint, Rebecca seeks compensation for the money she is  
2 owed as Martin’s manager and for the harm she has suffered as a result of the wrongful conduct  
3 of Martin and the other Defendants.

4 **THE PARTIES**

5 7. Plaintiff Rebecca Drucker (“Rebecca”) is an individual currently residing in Los  
6 Angeles County, California.

7 8. Rebecca is informed and believes, and on that basis alleges, that Defendant  
8 Enrique Martin Morales, p/k/a Ricky Martin (“Martin”) is an individual residing in Los Angeles  
9 County, California. During all relevant times herein, Martin resided and regularly transacted  
10 business in Los Angeles County, California.

11 9. Rebecca is informed and believes, and on that basis alleges, that Defendant Ricky  
12 Martin Enterprises, Inc., (“RME”) is a corporation organized and existing under the laws of  
13 Puerto Rico with its principal place of business located in San Juan, Puerto Rico. During all  
14 relevant times herein, RME regularly transacted business in Los Angeles County, California and  
15 even held office space in Los Angeles County, California. Therefore, this Court has both general  
16 and specific personal jurisdiction over RME.

17 10. Rebecca is informed and believes, and on that basis alleges, that Defendant  
18 Ganesha Touring, Inc., (“Ganesha”) is a corporation organized and existing under the laws of the  
19 State of Delaware with its principal place of business located in Los Angeles County, California.

20 11. Rebecca is informed and believes, and on that basis alleges, that Defendant Garret  
21 Glass (“Glass”) is an individual residing in Cook County, Illinois. Glass is an attorney who  
22 represents Martin. During all relevant times herein, Glass regularly transacted business in Los  
23 Angeles County, California. Therefore, this Court has both general and specific personal  
24 jurisdiction over Glass.

25 12. Rebecca is unaware of the true names and capacities of the defendants sued as  
26 DOES 1 through 20, inclusive, and she, therefore, sues these defendants by fictitious names.  
27 Rebecca is informed and believes, and on that basis alleges, that each of the Doe Defendants is in  
28 some manner liable to Rebecca. Rebecca will amend this Complaint to state the true names and

1 capacities of DOES 1 through 20 when their names and capacities, along with their responsibility  
2 for the actionable conduct alleged herein, have been ascertained.

3 13. Defendants Martin, RME, Ganessa, Glass, and/or DOES 1 through 20 are at times  
4 referred to herein collectively as “Defendants.”

5 14. Rebecca is informed and believes, and on that basis alleges, that Defendants were,  
6 at all times mentioned, the agents, servants, principals, alter egos, and employees of each other, or  
7 otherwise acting with the full knowledge and consent of each other. Rebecca is further informed  
8 and believes, and on that basis alleges, that in doing all of the things alleged in this Complaint,  
9 Defendants were acting in the scope and authority of their agency, servitude or employment or  
10 otherwise within the scope of such knowledge and consent. As such, each of the Defendants is  
11 responsible for the liabilities of the other Defendants, as alleged herein.

12 **JURISDICTION AND VENUE**

13 15. Jurisdiction is proper in the Superior Court of the State of California for the  
14 County of Los Angeles pursuant to section 410.10 of the California Code of Civil Procedure.

15 16. Venue is proper in Los Angeles County, California pursuant to sections 392 *et seq.*  
16 of the California Code of Civil Procedure because Rebecca’s causes of action arose in Los  
17 Angeles County, the parties conducted business in Los Angeles County, and Los Angeles County  
18 is where the contract at issue was entered into, where it was performed, and where the breaches  
19 occurred.

20 **GENERAL ALLEGATIONS**

21 17. Rebecca is a talent manager who represents clients in the music, film, and  
22 television industries.

23 18. Martin is a world-famous singer, songwriter, and actor. Martin began his music  
24 career as a member of the boy band “Menudo,” which is the subject of the recently-released and  
25 controversial documentary on HBO Max called “Menudo: Forever Young.”

26 19. Martin rose to international superstardom as a solo recording artist and performer  
27 upon the release of his hit song “Livin’ La Vida Loca” in 1999. Martin was no longer a teen idol;  
28 he was a pop icon dubbed “The King of Latin Pop.”

1           20.     Martin met Rebecca in the early-2000s. They became fast friends and traveled the  
2 world together. Rebecca began working for Martin on projects in or around July 2013. In 2014,  
3 Martin officially hired Rebecca to serve as his manager. Rebecca brought in Glass, an attorney  
4 Rebecca has known for many years and who she trusted to act in Martin’s best interests and to  
5 help obtain the best deals possible for him.

6           21.     With Rebecca as his manager, Martin continued to enjoy professional and personal  
7 success. On the professional side, among other endeavors, Martin released numerous successful  
8 records, embarked on wildly popular tours like the 131-show “One World Tour” and the “All In”  
9 concert residency in Las Vegas, and appeared in numerous television shows, including the FX  
10 true crime anthology television series “The Assassination of Gianni Versace: American Crime  
11 Story.” On the personal side, Martin raised his twin sons and, in 2017, he married his current  
12 husband, Jwan Yosef, a critically-acclaimed artist and painter.

13           22.     However, in or around February 2018, after a particularly ugly incident in Dubai  
14 involving Martin and his representative José Vega and other disputes, Rebecca resigned as  
15 Martin’s manager.

16           23.     On information and belief, Martin’s career took a nosedive after Rebecca left.  
17 Martin’s business and finances suffered. His relationship with his advisors fractured. Martin’s  
18 personal life was in disarray. Martin reached out to Rebecca but she did not respond, so he asked  
19 their mutual friends to convince Rebecca to speak with him. Rebecca refused for months, but  
20 then she finally gave in and made up with Martin. Rebecca understood that people make  
21 mistakes and was willing to give her professional relationship with Martin another shot.

22           24.     Accordingly, in or around May 2020, Rebecca, on the one hand, and Martin, RME,  
23 and Ganesha (collectively, the “Martin Entities”), on the other hand, entered into a standard oral  
24 talent management agreement (the “Management Agreement”). Pursuant to the Management  
25 Agreement, Rebecca agreed to perform talent management services on a daily basis, including  
26 without limitation, managing every facet of Martin’s career, working closely with his agents,  
27 publicists, business managers and attorneys, advising him on career strategies, and guiding him  
28 on appropriate steps to establish and further his career in the music and entertainment industry.

1           25. In exchange for Rebecca’s services, the Martin Entities agreed to pay her a  
2 commission of five percent (5%) of all gross income generated from any and all projects that  
3 were procured, negotiated, or for which Rebecca performed services during the term of the  
4 Management Agreement, regardless of whether the Martin Entities received the compensation or  
5 performed the services during or after the discharge of Rebecca’s services as the Martin Entities’  
6 manager, including 5% of any gross income received by way of contract extension or additional  
7 terms for those projects. In other words, and as is standard in the entertainment industry, even if  
8 the term of the Management Agreement ended, the Martin Entities are still obligated to pay  
9 Rebecca commissions on those projects Martin procured or substantially negotiated while  
10 Rebecca was his talent manager. Such sums or consideration include any and all monies or  
11 compensation of any kind or character including, but not limited to, advances, guaranteed  
12 compensation, salaries, royalties, contingent compensation, profit participation, and any other  
13 valuable consideration received by the Martin Entities.

14           26. Rebecca performed all of her duties and obligations as the Martin Entities’  
15 manager under the Management Agreement, including, but not limited to, advising and working  
16 with the Martin Entities on agreements and Martin’s performance on records, tours, sponsorships,  
17 television shows, and other professional endeavors.

18           27. Rebecca not only acted to advance Martin’s career but also rendered services to  
19 protect it. In one example among many, in or around September 2020, Martin received a letter  
20 from a highly-respected litigation attorney in Los Angeles, California. Rebecca stood next to  
21 Martin as they read the legal letter for the first time. In that letter, the attorney threatened to  
22 publicly file a legal complaint against Martin if he did not pay money to resolve a claim against  
23 him alleged by this attorney’s client. After reading the legal letter, Martin collapsed. He  
24 expressed his extreme fear to Rebecca that if this threat were carried out, the consequences to  
25 Martin would be catastrophic.

26           28. In response, Rebecca quickly brought in one of the top defense attorneys in Los  
27 Angeles who Rebecca had previously retained for a client. Based on Rebecca’s advice, Martin  
28 retained this prominent litigator to defend against this devastating claim. Needless to say, the

1 claim ultimately never saw the light of day. Once again, Rebecca saved Martin’s career with the  
2 exceptional managerial and advisory services that she provided to him during this ordeal.

3 29. This was par for the course for Rebecca’s management of Martin. Although  
4 Martin’s career flourished since he re-hired Rebecca as his manager in May 2020, she was forced  
5 to deal with a litany of Martin’s personal issues, such as problems with the nanny he hired to care  
6 for his children, Martin’s nonpayment of taxes, and his substance abuse, among other issues.

7 30. Dealing with these matters took its toll on Rebecca, and while it was all “part of  
8 the job,” she was not receiving the compensation from the Martin Entities that she deserved.

9 31. On July 30, 2021, due to a communication breakdown, Rebecca emailed Martin  
10 notifying him she was resigning her position as his manager. In response, Martin begged  
11 Rebecca to remain as his manager and he promised to pay her a ten percent (10%) commission on  
12 gross income under the Management Agreement moving forward instead of the five percent (5%)  
13 they agreed to in May 2020. As a result of Martin’s promise and offer to increase her  
14 commission – which Glass later reaffirmed to Rebecca – she accepted and withdrew her  
15 resignation.

16 32. Yet the toxicity in Ricky Martin’s world persisted. Defendants concealed lucrative  
17 deals from Rebecca, disparaged her behind her back, and consistently lied to her about money  
18 that Defendants received. Worst of all, and the ultimate betrayal by Martin, is that despite her  
19 repeated requests, the Martin Entities failed to pay Rebecca the commissions that they owed to  
20 her. When Defendants realized that the Martin Entities owed Rebecca millions of dollars in  
21 commissions, they outright refused to pay her anything. Consequently, Rebecca resigned as  
22 Martin’s manager in or around April 2022.

23 33. Under the Management Agreement, the Martin Entities are obligated to pay  
24 Rebecca commissions on gross income generated from any and all deals that were procured,  
25 negotiated, or for which Rebecca performed services during the term of the Management  
26 Agreement, including but not limited to:

- 27 • **Elite Talent Agreement:** November 27, 2018 - On information and belief,  
28 Rebecca is owed at least \$55,000 in commissions (retroactively applied);

- 1 • **Nescafe** (Talent Agreement): March 5, 2019 - On information and belief,  
2 Rebecca is owed at least \$240,000 in commissions (retroactively applied);
- 3 • **Kumiko**: January 1, 2021 - On information and belief, Rebecca is owed at  
4 least \$250,000 in commissions;
- 5 • **Live Nation Worldwide Tour Deal**: 2021 – This deal is a 26-city, North  
6 American Tour. On information and belief, Rebecca is owed \$857,250 in  
7 commissions for the U.S. leg and \$435,000 in commissions for the Mexico leg;
- 8 • **Smirnoff Product Placement Agreement**: May 21, 2021 - On information  
9 and belief, Rebecca is owed at least \$40,000 in commissions;
- 10 • **Nescafe** (Talent Agreement): May 24, 2021 - On information and belief,  
11 Rebecca is owed at least \$145,000 in commissions;
- 12 • **Sony Recording Contract**: September 10, 2021 - On information and belief,  
13 Rebecca is owed at least \$500,000 in commissions for the renegotiated label  
14 contract;
- 15 • **Hollywood Bowl Shows**: January 1, 2022 - On information and belief,  
16 Rebecca is owed at least \$100,000 in commissions;
- 17 • **NFT Collaboration Agreement**: February 2022 - On information and belief,  
18 Rebecca is owed at least \$200,000 in commissions;
- 19 • **Terreligue**: February 7, 2022 - On information and belief, Rebecca is owed at  
20 least \$100,000 in commissions;
- 21 • **Norwegian Cruise Line** (“NCL”): March 30, 2022 - On information and  
22 belief, Rebecca is owed at least \$165,000 in commissions; and
- 23 • **Various Music Negotiations**: On information and belief, Rebecca is owed at  
24 least \$250,000 in commissions for Martin’s publishing contract, and Martin’s  
25 “points” on music.

26 34. The Martin Entities have not paid commissions to Rebecca on the deals listed  
27 above and more, including commissionable income of which she is not yet aware or is yet to  
28 discover. Based on the foregoing, Rebecca alleges on information and belief that commissions



1 are due and owing to her from the Martin Entities in an amount not presently known, but believed  
2 to be in excess of USD \$3,000,000, or according to proof, and unpaid commissions are accruing  
3 on an ongoing basis.

4 35. Rebecca alleges on information and belief, that in the future, the Martin Entities  
5 may receive additional compensation in connection with Martin's services as a singer, songwriter,  
6 actor, sponsor, and influencer, among other professional activities. Rebecca anticipates that the  
7 Martin Entities will also refuse to pay Rebecca her 10% commission to which she is entitled  
8 based on said future gross income.

9 **FIRST CAUSE OF ACTION**

10 **(Breach of Oral Contract – Against Defendants Martin, RME, and Ganesha)**

11 36. Rebecca incorporates by reference all of the foregoing and subsequent allegations  
12 of this Complaint as though fully set forth herein.

13 37. The Management Agreement is a valid and enforceable oral contract between  
14 Rebecca, on the one hand, and Defendants Martin, RME, and Ganesha, on the other hand.

15 38. Rebecca has performed all conditions, covenants, and promises required on her  
16 part with respect to the terms and conditions of the Management Agreement alleged herein,  
17 except as excused, waived, or made impossible by Defendants.

18 39. The Management Agreement between Rebecca and the Martin Entities contained  
19 proper consideration. Rebecca provided services in return for commissions, and the Martin  
20 Entities promised to pay for the services in the form of the agreed commissions.

21 40. Defendants Martin, RME, and Ganesha have materially breached the Management  
22 Agreement as alleged above, including, but not limited to, refusing to pay Rebecca all amounts  
23 owed under the Management Agreement.

24 41. As a direct and proximate result of Defendants' conduct as alleged herein, Rebecca  
25 has been damaged in an amount to be proven at trial, which amount exceeds the jurisdictional  
26 minimum of this Court.

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1 **SECOND CAUSE OF ACTION**

2 **(Breach of The Implied Covenant of Good Faith and**

3 **Fair Dealing – Against Defendants Martin, RME, and Ganesha)**

4 42. Rebecca incorporates by reference all of the foregoing and subsequent allegations  
5 of this Complaint as though fully set forth herein.

6 43. Implied in every contract, including the Management Agreement alleged herein, is  
7 a covenant of good faith and fair dealing among the parties thereto that no party will do anything  
8 to interfere with another party's enjoyment of its contractual rights and benefits, and that each  
9 contracting party will do everything that the contract presupposes it will do to accomplish the  
10 contract's purpose.

11 44. Defendants Martin, RME, and Ganesha have breached the covenant of good faith  
12 and fair dealing implied in the Management Agreement alleged herein by engaging in bad faith  
13 conduct intended to frustrate Rebecca's right to receive the benefits of the Management  
14 Agreement.

15 45. As a direct and proximate result of Defendants' conduct as alleged herein, Rebecca  
16 has been damaged in an amount to be proven at trial, which amount exceeds the jurisdictional  
17 minimum of this Court.

18 **THIRD CAUSE OF ACTION**

19 **(*Quantum Meruit* – Against All Defendants)**

20 46. Rebecca incorporates by reference all of the foregoing and subsequent allegations  
21 of this Complaint as though fully set forth herein.

22 47. Rebecca alleges this claim in the alternative, and only necessary if the finder of  
23 fact determines that the Management Agreement is not enforceable or fails to cover Rebecca's  
24 fees.

25 48. Rebecca performed all services described herein for Defendants in good faith and  
26 at Defendants' request.

27 49. Defendants readily and without Complaint accepted all such services that Rebecca  
28 provided on Defendants' behalf and for their benefit.



1 be unjustly enriched if they are allowed to retain the benefits of the ordered services at Rebecca's  
2 expense.

3 61. As such, Defendants should be required to disgorge the money representing the  
4 value of Rebecca's services that they retained as a result of their unjust enrichment.

5 **FIFTH CAUSE OF ACTION**

6 **(Promissory Fraud – All Defendants)**

7 62. Rebecca incorporates by reference all of the foregoing and subsequent allegations  
8 of this Complaint as though fully set forth herein.

9 63. In both May 2020 and July 2021, Martin and Glass (on behalf of themselves  
10 individually and the other Defendants) made oral promises to Rebecca about the payment of  
11 commissions to her. They did so without any present intention of performing the promises or  
12 causing them to be performed or realized and with the intent to induce Rebecca to perform  
13 services for Martin, RME, and Ganesha, and for the financial benefit of all Defendants.

14 64. At the time Rebecca acted in reliance upon the promises, she did not know that  
15 Defendants had made them without any intention of performing or causing them to be performed  
16 or realized, and instead reasonably believed them to be true.

17 65. Defendants' promises were false in all material respects.

18 66. In justifiable reliance upon the truth of Defendants' promises, however, Rebecca  
19 provided services, expertise, and her network to Defendants.

20 67. If Rebecca had known the actual facts, she would not have provided such services.

21 68. Rebecca did not discover the full extent of these promises having been made with  
22 no intent to perform until April 2022 when Defendants confirmed to Rebecca that they had no  
23 intention of paying commissions owed to her.

24 69. Rebecca's reliance on Defendants' promise was a substantial factor in causing the  
25 harm.

26 70. As a direct and proximate result of the promise made without intent to perform the  
27 Management Agreement as alleged herein, Rebecca is entitled to damages in excess of USD  
28 \$3,000,000.





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**DEMAND FOR TRIAL BY JURY**

Plaintiff Rebecca Drucker hereby demands trial by jury on all issues and causes of action triable by jury.

Dated: June 29, 2022

VENABLE LLP

By: \_\_\_\_\_  
Joshua M. Rosenberg  
Arround Ghoorchian

Attorneys for Plaintiff  
REBECCA DRUCKER

Deadline