

YES NO

EXHIBITS

CASE NO. 2021 L 1899

DATE: 2/19/2021

CASE TYPE: Commercial Litigation

PAGE COUNT: 32

CASE NOTE

Music Business Worldwide (Copy)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CHANCELOR J. BENNETT,)
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 Plaintiff,) Case No. 2021L001899
)
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 v.)
)
 PATRICK CORCORAN,)
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 Defendant.)
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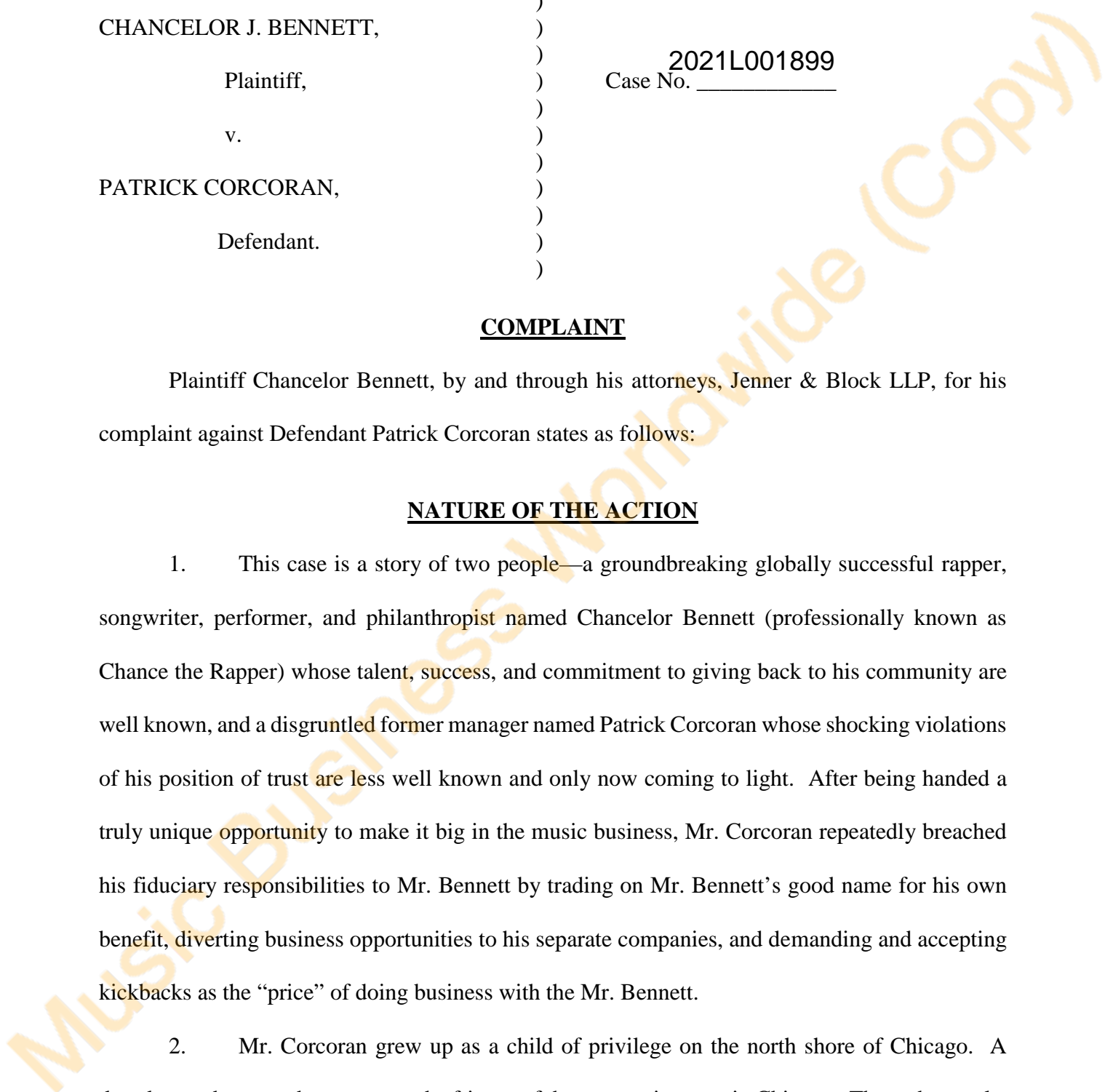
COMPLAINT

Plaintiff Chancellor Bennett, by and through his attorneys, Jenner & Block LLP, for his complaint against Defendant Patrick Corcoran states as follows:

NATURE OF THE ACTION

1. This case is a story of two people—a groundbreaking globally successful rapper, songwriter, performer, and philanthropist named Chancellor Bennett (professionally known as Chance the Rapper) whose talent, success, and commitment to giving back to his community are well known, and a disgruntled former manager named Patrick Corcoran whose shocking violations of his position of trust are less well known and only now coming to light. After being handed a truly unique opportunity to make it big in the music business, Mr. Corcoran repeatedly breached his fiduciary responsibilities to Mr. Bennett by trading on Mr. Bennett’s good name for his own benefit, diverting business opportunities to his separate companies, and demanding and accepting kickbacks as the “price” of doing business with the Mr. Bennett.

2. Mr. Corcoran grew up as a child of privilege on the north shore of Chicago. A decade ago, he was a hanger-on at the fringes of the rap music scene in Chicago. Through a stroke of pure luck, he met Mr. Bennett in 2012, when Mr. Bennett’s career was beginning to show



promise. At the time, Mr. Corcoran was simply a fan of Mr. Bennett's music and had no prior success in managing artists. Recognizing Mr. Bennett's talent, however, Mr. Corcoran offered to do whatever he could to help Mr. Bennett. Mr. Bennett's father, Ken Bennett, suggested that his son give Mr. Corcoran a chance, and the two tested Mr. Corcoran by assigning him discrete tasks. Thereafter, Mr. Bennett decided to hire Mr. Corcoran to manage his music career on at-will basis, and the parties reached an oral agreement under which Mr. Corcoran would manage Mr. Bennett's music career and, during that tenure, would be compensated for his services with 15% of the net profits that Mr. Bennett earned from the exploitation of his music.

3. Once Mr. Corcoran became Mr. Bennett's manager, Mr. Bennett put his trust and confidence in Mr. Corcoran and expected him to uphold his duties of honesty, loyalty, and fidelity. Instead, as Mr. Bennett has since learned, Mr. Corcoran exploited his position of trust by repeatedly trading on Mr. Bennett's name for his personal benefit and surreptitiously converting opportunities intended for Mr. Bennett to the benefit of Mr. Corcoran or his separate businesses. Further, Mr. Corcoran demanded personal kickbacks or other consideration, making it clear to third parties—wrongly, and unbeknownst to Mr. Bennett—that there would be no deal with Mr. Bennett unless the third party provided personal benefits to Mr. Corcoran.

4. But Mr. Bennett was unaware of Mr. Corcoran's tortious conduct at the time. Rather, it was another chain of events that accelerated the ultimate termination of Mr. Corcoran's services. In late 2017 and into 2018, Mr. Corcoran interfered with an opportunity for Mr. Bennett to become the "face" of a new company that was aimed at providing support and services for independent artists—like Mr. Bennett. The dishonesty and greed Mr. Corcoran demonstrated during that episode, including his effort to effectively convert the value of Mr. Bennett's reputation

and business opportunities to his fledgling entertainment companies, changed the nature of the relationship between the two men.

5. Mr. Bennett rejected the effort, but that only prompted Mr. Corcoran to shift his attention even further away from his responsibilities as Mr. Bennett's manager. As 2018 wore on and into 2019, Mr. Corcoran devoted less and less time to Mr. Bennett's career, and he ultimately totally abdicated his managerial responsibilities during the creation and marketing of Mr. Bennett's debut studio album, *The Big Day*. Shockingly, Mr. Corcoran never created a marketing plan for the album. Moreover, the one idea he did have—to release Mr. Bennett's prior mixtapes for the first time on vinyl and to paid streaming services as part of the promotion of *The Big Day*—imploded because Mr. Corcoran had failed to clear those records (negotiate appropriate arrangements with other performers, composers and owners of samples used on the tracks) and failed to secure delivery of the vinyl albums before the albums were offered for sale to the general public on Mr. Bennett's website, chanceraps.com. This latter failure created a huge problem since fans bought those records as part of the initial marketing of *The Big Day*, and justifiably complained when they didn't receive their products. Thus, instead of profiting from the huge initial success of the album, Mr. Bennett wound up having to refund a substantial amount of money and to provide extra merchandise for free to minimize the damage—both of which caused a merchandising nightmare for Mr. Bennett and a loss of goodwill with his fans.

6. To make matters worse, three days after the release of *The Big Day*, and with no prior notice to Mr. Bennett, Mr. Corcoran announced that his little-known record company had signed a deal with Warner Music—one of the three major record label groups. As noted above, Mr. Bennett is known for being an independent artist, so to have his manager announce his affiliation with a major label three days after the release of Mr. Bennett's debut album was

profoundly off-message and created confusion among Mr. Bennett's fan base as to whether he was abandoning his commitment to his independence.

7. Ultimately, Mr. Corcoran's inattention, incompetence, betrayals, and competing business direction could not be ignored, and Mr. Bennett determined that Mr. Corcoran was an increasing liability to his career. As a result, in April 2020, Mr. Bennett terminated Mr. Corcoran's services. Nonetheless, Mr. Bennett remained true to his word under the parties' oral contract: he made sure that Mr. Corcoran was paid all the commissions to which he was entitled through the date Mr. Corcoran's services were terminated.

8. With the termination of his management services for Mr. Bennett, Mr. Corcoran faced a return to obscurity, having lost the ability to use Mr. Bennett's good name to open doors for him. In a desperate attempt to retain some relevance in the industry, Mr. Corcoran filed a lawsuit against Mr. Bennett, asserting a variety of legally and factually baseless claims. But Mr. Corcoran's suit was never about the legal claims. It was about creating a public narrative in which Mr. Corcoran could attempt to claim credit for Mr. Bennett's success and contend that Mr. Bennett will fail as an artist without Mr. Corcoran's assistance.

9. To foster this fictitious narrative, Mr. Corcoran centered his lawsuit around a lengthy barrage of demonstrably false personal attacks on both Mr. Bennett and his family that have nothing to do with Mr. Corcoran's legal claims but rather seek to damage Mr. Bennett's reputation and good name. Mr. Corcoran's gratuitous, fabricated narrative is offensive and insulting. So, too, is the implicit undertone that Mr. Bennett's revolutionary approach to staying independent in the music business—an approach and strategy that existed long before the inexperienced Mr. Corcoran showed up on the scene—could not possibly have come from a young black man and must have been created by his affluent white manager.

10. Tellingly, Mr. Corcoran brought his complaint in the name of Pat the Manager, LLC (“PTM”)—an entity that didn’t even exist when Mr. Bennett and Mr. Corcoran reached their oral agreement regarding Mr. Corcoran’s management services. It appears Mr. Corcoran took this unusual and legally baseless approach in an effort to deflect the harsh light of litigation from his own activities and the activities of his related entities, which profited at Mr. Bennett’s expense as a direct result of Mr. Corcoran’s disloyalty.

11. This action between Mr. Bennett and Mr. Corcoran in their individual capacities will bring the truth to light and reveal that, through his deceptive and other wrongful conduct, Mr. Corcoran breached his fiduciary duties to Mr. Bennett, tortiously interfered with prospective business opportunities, and breached his contractual obligations, all of which has resulted in substantial harm to Mr. Bennett. Mr. Corcoran’s misconduct was also willful and wanton and reflected an extended pattern of self-dealing and deception. As such, Mr. Bennett brings this action for compensatory and punitive damages and other available remedies in law and equity that the Court deems just and proper.

PARTIES

12. Plaintiff Chancellor Bennett is an individual who currently resides in and is a citizen of the State of Illinois.

13. Defendant Patrick Corcoran is an individual who currently resides in and is a citizen of the State of Illinois.

JURISDICTION AND VENUE

14. Jurisdiction is proper pursuant to 735 ILCS § 5/2-209(1)-(3), (7), and (11) because Mr. Corcoran transacts business within the State of Illinois; committed a tortious act within the

State; owns, uses, or possesses real estate within the State; entered into a contract within the State; and breached a fiduciary duty within the State.

15. Venue is proper in Cook County pursuant to 735 ILCS § 5/2-101 because, upon information and belief, Mr. Corcoran resides in Cook County, and because Cook County is the county in which the transactions or some part thereof occurred out of which this Complaint arose.

FACTUAL ALLEGATIONS

Mr. Bennett's Music Career and Early Rise to Fame

16. Chancelor Bennett, better known as Chance the Rapper, is a ground-breaking and globally successful rapper, songwriter, and performer. He is also a well-known philanthropist who has both given and raised millions of dollars for charitable causes in Chicago and elsewhere. Mr. Bennett has achieved this success, and the ability to give back to this community in a material way, through his hard work, talent, and dedication—as well as his relentless focus on ways to achieve success without the support of any record label or publishing company.

17. Mr. Bennett began rapping at the age of ten and was always passionate about music. By the time he got to high school, Mr. Bennett was writing and recording his own music and devoting a substantial amount of time and resources to marketing his music to young crowds in Chicago. Even at this young age, Mr. Bennett had a singular focus for his career: he wanted to be successful on his own, without being tied down by any recording, distribution, or publishing deal. This need for independence was particularly important to Mr. Bennett as a black artist given the historic challenges facing black artists in the music industry. By holding fast to his principles—even in the face of enticing monetary offers—Mr. Bennett has been able to maintain creative control of his own career and to stay in charge of the direction and profitability of his business operations. The success of this approach has enabled him to devote time and money to the

charitable causes and social activism that are important to him, such as the needs of youth growing up in Chicago and elsewhere.

18. Early on when he began making music, Mr. Bennett managed his own career, under the guidance and assistance of his father, Ken Bennett, who supported his son's commitment to music and the seriousness with which he was approaching his career. Mr. Bennett later also worked with a manager named Matt Lyman.

19. Mr. Bennett and his father worked hard to launch Mr. Bennett's career. By January 2012, Ken Bennett was able to book an opportunity for Mr. Bennett to headline his very first show, at Reggie's Rock Club in Chicago. Ken Bennett and his son promoted the event themselves, and their efforts paid off. The show sold out—the first time a local artist who had not yet released a mixtape or album had accomplished that feat.

20. Mr. Bennett also was building personal connections that would assist his efforts to expand his audience. By early 2012, Mr. Bennett had become friends with the members of Kids These Days, a popular local hip-hop band at the time. From time to time, Mr. Bennett would attend the band's recording sessions and perform at their local shows. In March 2012, Mr. Bennett performed with Kids These Days at the South by Southwest Music Festival in Austin, Texas. South by Southwest is the largest music festival in the world, and music artists, fans, and industry representatives from across the globe attend the event each year.

21. On April 3, 2012, fresh on the heels of his successful performance at South by Southwest, Mr. Bennett independently released his debut mixtape 10 Day, which was inspired by Mr. Bennett's ten-day suspension from high school in 2011. Within months, 10 Day had been streamed and downloaded hundreds of thousands of times and had received substantial critical acclaim and attention.

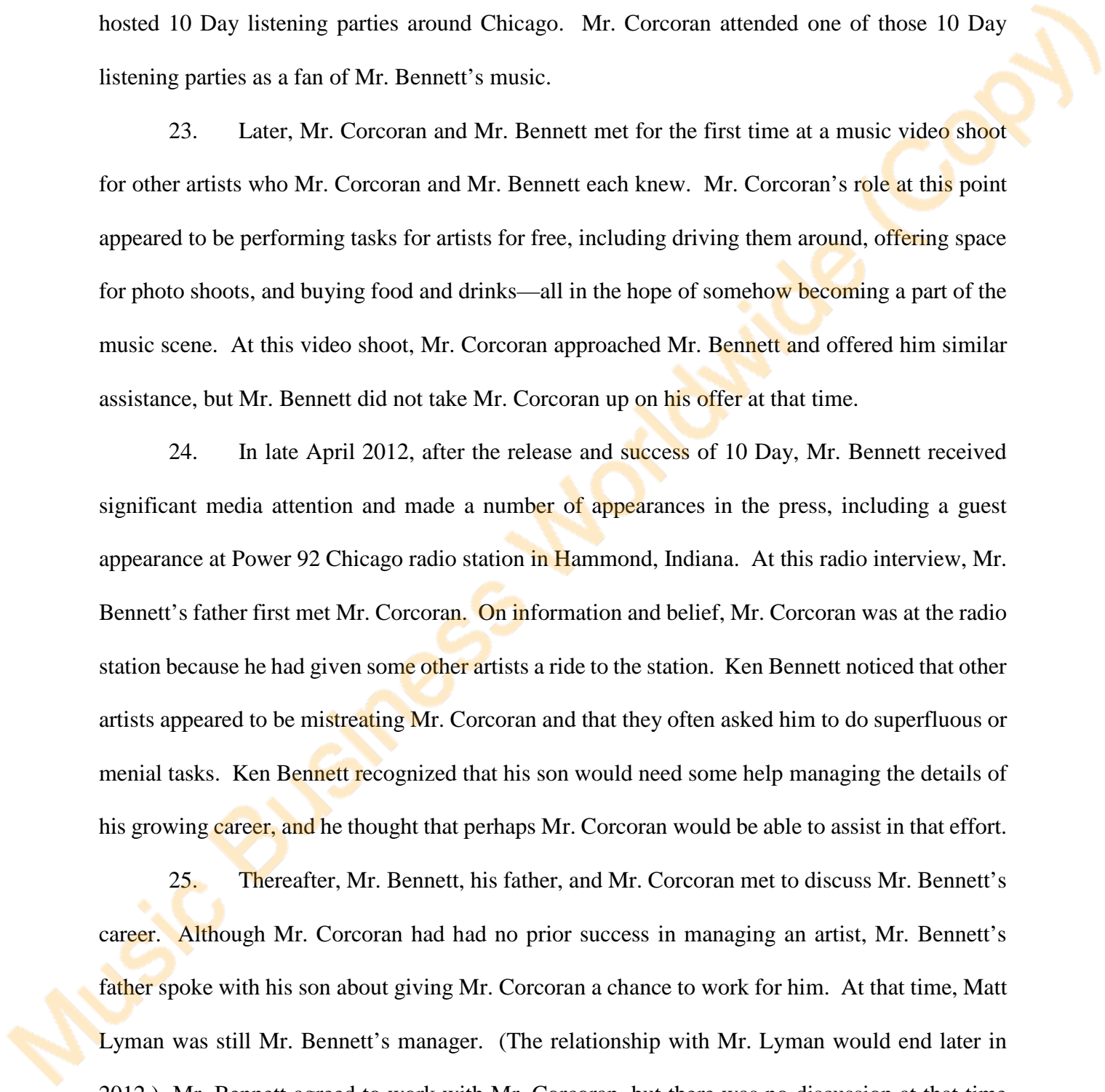
Mr. Bennett Crosses Paths with Mr. Corcoran

22. As part of his various efforts to promote 10 Day in the spring of 2012, Mr. Bennett hosted 10 Day listening parties around Chicago. Mr. Corcoran attended one of those 10 Day listening parties as a fan of Mr. Bennett's music.

23. Later, Mr. Corcoran and Mr. Bennett met for the first time at a music video shoot for other artists who Mr. Corcoran and Mr. Bennett each knew. Mr. Corcoran's role at this point appeared to be performing tasks for artists for free, including driving them around, offering space for photo shoots, and buying food and drinks—all in the hope of somehow becoming a part of the music scene. At this video shoot, Mr. Corcoran approached Mr. Bennett and offered him similar assistance, but Mr. Bennett did not take Mr. Corcoran up on his offer at that time.

24. In late April 2012, after the release and success of 10 Day, Mr. Bennett received significant media attention and made a number of appearances in the press, including a guest appearance at Power 92 Chicago radio station in Hammond, Indiana. At this radio interview, Mr. Bennett's father first met Mr. Corcoran. On information and belief, Mr. Corcoran was at the radio station because he had given some other artists a ride to the station. Ken Bennett noticed that other artists appeared to be mistreating Mr. Corcoran and that they often asked him to do superfluous or menial tasks. Ken Bennett recognized that his son would need some help managing the details of his growing career, and he thought that perhaps Mr. Corcoran would be able to assist in that effort.

25. Thereafter, Mr. Bennett, his father, and Mr. Corcoran met to discuss Mr. Bennett's career. Although Mr. Corcoran had had no prior success in managing an artist, Mr. Bennett's father spoke with his son about giving Mr. Corcoran a chance to work for him. At that time, Matt Lyman was still Mr. Bennett's manager. (The relationship with Mr. Lyman would end later in 2012.) Mr. Bennett agreed to work with Mr. Corcoran, but there was no discussion at that time



about a contract, nor was there any agreement that Mr. Corcoran would be paid for any services he provided. Rather, at the end of the meeting, Mr. Corcoran was asked to handle a few small tasks to assist Mr. Bennett, such as driving Mr. Bennett to his engagements and bringing food to Mr. Bennett as he put in long hours.

26. At the time of their meeting with Mr. Corcoran, Mr. Bennett and his father were working on the promotion for Mr. Bennett's upcoming June 2012 headline show at the landmark venue Lincoln Hall in Chicago. Mr. Bennett's father booked this concert for his son and managed all the details associated with it. Although promotional efforts relating to the concert were already underway, Ken Bennett tasked Mr. Corcoran with a discrete project: putting up promotional posters and distributing fliers. However, Mr. Corcoran failed to complete this task, and the Bennetts handled it with their friends.

27. The Lincoln Hall show was a complete success, as Mr. Bennett sold out the venue—an astounding accomplishment for someone of his age on the music scene. None of that success is attributable to Mr. Corcoran, both because he had nothing to do with facilitating the opportunity for Mr. Bennett and because he did not actually complete the small but important task he was assigned. Ironically, some months before, Mr. Corcoran had organized a show for other artists at Lincoln Hall that sold very few tickets and that resulted in Mr. Corcoran owing the venue money at the end of the night.

Mr. Bennett Continues to Build His Career, With Mr. Corcoran on the Sidelines

28. Throughout 2012, Mr. Bennett's father remained involved in Mr. Bennett's career, providing support and advice and, in general, performing the tasks of a manager, including booking his son for an additional headlining show later in the fall of 2012. Mr. Corcoran remained somewhat in the background, performing tasks as requested by one of the Bennetts, and with Ken

Bennett closely supervising Mr. Corcoran's efforts. In fact, Ken Bennett met with Mr. Corcoran weekly to discuss Mr. Bennett's career and the tasks that would be assigned to Mr. Corcoran.

29. Throughout 2012 and into 2013, 10 Day continued to garner widespread attention and critical acclaim, and prompted major players within the music industry to show interest in working with Mr. Bennett. And Mr. Bennett continued to build and leverage his roster of contacts in the industry, building opportunities for himself through his talent and hard work. For example, Mr. Bennett gave a copy of 10 Day to Dan Weiner, who Mr. Bennett had met at South by Southwest. At that time, Mr. Weiner was the publicist for the successful music artist Childish Gambino. By September 2012, Mr. Weiner had reached out to Mr. Bennett to work with Childish Gambino on his next mixtape. Mr. Bennett and Childish Gambino formed a personal and working relationship, and Childish Gambino later asked Mr. Bennett to be an opening act on the tour for his debut album. Touring with Childish Gambino was a pivotal moment in Mr. Bennett's music career, as it helped to propel Mr. Bennett to the national and world stage. Mr. Corcoran had nothing to do with Mr. Bennett touring with Childish Gambino.

30. In the summer of 2012, Mr. Weiner introduced Mr. Bennett to Cara Lewis, a well-known booking agent for artists like Kanye West and Eminem. Ms. Lewis agreed to work with Mr. Bennett as his booking agent, and by May of 2013, she had booked Mr. Bennett on tours with prominent artists like Eminem, Mac Miller, and Macklemore.

31. Mr. Bennett obtained all of these opportunities through his personal relationships and connections and the help and guidance of his father—not through any input from Mr. Corcoran. Throughout 2012, Mr. Bennett or his father continued to assign Mr. Corcoran discrete tasks. For example, in late 2012, Mr. Bennett tasked Mr. Corcoran with the role of fielding calls from record label representatives who wanted to meet with Mr. Bennett. Mr. Corcoran was

instructed to inform Mr. Bennett of every meeting request he received, and Mr. Bennett made the final decision as to whether he would meet with any particular label. Though Mr. Bennett received a number of enticing offers, none of those meetings or conversations went anywhere given Mr. Bennett's long-standing desire to remain an independent artist.

***Mr. Bennett and Mr. Corcoran Enter Into
an Oral Contract for Management Services***

32. As Mr. Bennett's career continued to take off, in the spring of 2013, Mr. Bennett and Mr. Corcoran began to discuss the possibility that Mr. Corcoran would take on greater responsibilities in relation to Mr. Bennett's music career and be compensated for his work. At the time, Mr. Bennett was only twenty years old, and Mr. Corcoran was in his early twenties, and notwithstanding the attention and acclaim he had experienced to date, Mr. Bennett was not yet financially successful from his music.

33. The parties initially discussed a proposal under which Mr. Corcoran would receive 10% of Mr. Bennett's music-related gross profits in exchange for providing management services to Mr. Bennett. However, the parties ultimately agreed that Mr. Corcoran would serve as Mr. Bennett's manager on an at-will basis and, in exchange for those services, would receive 15% of the net profits from the exploitation of Mr. Bennett's music (*i.e.*, after deduction of the costs and expenses incurred in generating that revenue) for the period Mr. Corcoran served as manager.

34. Thereafter, Mr. Bennett decided that he needed a formal business entity through which to operate his burgeoning music business, so he formed Chance the Rapper, LLC ("CTR") on June 7, 2013. When Mr. Corcoran asked to be a member of CTR, Mr. Bennett declined. Mr. Bennett has been the sole member of CTR since its founding.

35. Upon information and belief, on June 20, 2013, Mr. Corcoran formed PTM as a formal business entity through which he would, inter alia, receive the revenue associated with the

management services he provided to Mr. Bennett. On information and belief, Mr. Corcoran is the sole member of PTM.

36. The creation of the entities did not change the management agreement between Mr. Bennett and Mr. Corcoran. The terms of the agreement were never modified, and none of the corporate entities were substituted in as contracting parties. Similarly, the creation of the entities did not change Mr. Corcoran's obligations under the oral contract. Mr. Corcoran was still personally obligated to provide management services to Mr. Bennett and to dutifully and loyally occupy the position of trust and confidence that Mr. Bennett had granted him and that is inherent in service as a manager for a music artist.

37. Sometime after Mr. Bennett and Mr. Corcoran formed their oral contract, Mr. Bennett finally began to see some financial fruits from all his hard work. Consistent with that oral agreement, Mr. Bennett began authorizing CTR to make payments to Mr. Corcoran (through PTM, at Mr. Corcoran's request) in the amount of 15% of the net profits generated from the exploitation of Mr. Bennett's music, which, over time, encompassed net profits from record sales, music streaming, touring, and merchandise. After Mr. Bennett formed CTR Touring, Inc. ("CTR Touring") in April 2015, Mr. Bennett similarly authorized CTR Touring to make payments to Mr. Corcoran (through PTM, again at Mr. Corcoran's request) in the amount of 15% of the net profits generated from concert ticket sales and tours. In June 2016, Mr. Bennett formed Cool Pop Merch, LLC ("Cool Pop Merch"). Mr. Bennett also authorized that entity to make payments to Mr. Corcoran (through PTM, again at Mr. Corcoran's request) in the amount of 15% of the net profits associated with merchandise sales. Mr. Bennett separately paid other companies to address the manufacture and shipping of merchandise and other aspects of order fulfillment. Indeed, at one point, one of Mr. Corcoran's companies was involved in order fulfillment and thus Mr. Corcoran

was getting an additional revenue stream from the merchandising operation apart from his management commission.

38. In exchange for his compensation, Mr. Corcoran was required to provide management services to Mr. Bennett, including but not limited to fielding business opportunities to present to Mr. Bennett; promoting Mr. Bennett's career via social media; coordinating marketing and publicity; overseeing Mr. Bennett's merchandise business and supervising the involved vendors; and attending awards shows, cover shoots, and television appearances with Mr. Bennett. However, as set forth more fully below, Mr. Corcoran failed, in whole or in part, to competently provide these services to Mr. Bennett. While Mr. Corcoran occasionally provided advice and guidance regarding Mr. Bennett's career, Mr. Bennett always maintained the right to make the final decisions, both professionally and artistically. Mr. Bennett trusted Mr. Corcoran to look out for Mr. Bennett's best interests, to be upfront and honest with him, and to accurately and promptly present all opportunities to him. As shown below, Mr. Corcoran breached these obligations.

39. Notwithstanding Mr. Corcoran's formal role as manager, Mr. Bennett's father remained involved with his son's career. As Mr. Bennett became more and more prominent in the music industry, Ken Bennett provided advice and guidance to *both* his son and Mr. Corcoran. Ken Bennett, too, trusted Mr. Corcoran to be honest and to work in his son's best interests.

40. Over the next several years, Mr. Bennett's extraordinary talent and hard work made him a household name, known primarily for his unique lyrics, sound, and delivery but also for his groundbreaking independence in the music industry. He continued to create new music, releasing the mixtape Acid Rap in 2013 and another mixtape, Coloring Book, in 2016. In 2017, Mr. Bennett won three Grammy Awards for Coloring Book, which was the first and only streaming-only album

to win a major Grammy Award. Mr. Bennett is the first artist to win a major Grammy Award without having signed a recording, distribution, or publishing deal.

41. As Mr. Bennett experienced success in his career, he was also able to devote increasing attention to philanthropic efforts and social activism. For example, the day after Mr. Bennett's Grammy win, then-governor of Illinois, Bruce Rauner, congratulated Mr. Bennett on social media. Rather than simply accept the governor's praise, Mr. Bennett used that opportunity to request a meeting to discuss the funding of public schools in Chicago. Just days after their meeting, Mr. Bennett announced that he would donate \$1 million to Chicago Public Schools. Additionally, Mr. Bennett announced a "call to action" to companies in Chicago and around the country to donate to Chicago Public Schools through his nonprofit organization SocialWorks. (SocialWorks' mission is to empower youth through the arts, education, and civic engagement while fostering leadership, accessibility, and positivity.) For every \$100,000 raised in the call to action, SocialWorks donated \$10,000. In early 2020, SocialWorks celebrated its fifth anniversary as well as its accomplishment in raising \$10 million for its various charitable causes, \$2 million of which came from Mr. Bennett personally. Throughout his time as Mr. Bennett's manager, Mr. Corcoran never had any involvement with SocialWorks or any of Mr. Bennett's other philanthropic or social activism efforts.

***Mr. Corcoran Engages in Self-Dealing and Other Misconduct,
and Trades on Mr. Bennett's Fame to Benefit Himself***

42. Through his own efforts, and with the support of his family, Mr. Bennett worked to leverage his image and independence as an artist into a brand that was recognizable, marketable, and inspiring to other artists and to the public. Mr. Corcoran benefited as Mr. Bennett's fame and popularity grew. He made an intentional effort to brand himself as "Pat the Manager"—a direct reference to Mr. Bennett's professional name of "Chance the Rapper"—and sought to preserve his

role by cultivating a perception that those who wanted to access Mr. Bennett had to go through him. At all times while the oral contract was in effect, Mr. Bennett trusted Mr. Corcoran and expected him to look out for Mr. Bennett first and foremost and to bring all potential opportunities to him, so that Mr. Bennett could evaluate and make the necessary decisions.

43. Mr. Corcoran violated those obligations and Mr. Bennett's trust. Over time, and through deception, intimidation, and verbal abuse, Mr. Corcoran saw—and improperly seized upon—a personal window of opportunity. Rather than bring business opportunities directly to Mr. Bennett, Mr. Corcoran decided to exploit his position as “Chance the Rapper’s manager” to convert Mr. Bennett’s opportunities for himself and to advance his own separate business interests. Unbeknownst to Mr. Bennett at the time, Mr. Corcoran’s tactics also became increasingly aggressive. On many occasions, he threatened people that he would prevent them from doing business with Mr. Bennett unless they also agreed to provide some kind of separate compensation—a kickback—to Mr. Corcoran or his businesses. Or, Mr. Corcoran rejected the opportunities presented to him, ostensibly on Mr. Bennett’s behalf but without ever informing Mr. Bennett about the proposals, even though Mr. Corcoran was well aware that Mr. Bennett alone was to be the final decision-maker. Worse, Mr. Corcoran misrepresented opportunities to Mr. Bennett, claiming that the opportunities belonged to Mr. Corcoran’s businesses and not to Mr. Bennett, when the only reason Mr. Corcoran or his businesses had any role was because Mr. Corcoran had demanded it as the supposed “price” of doing business with Mr. Bennett.

44. The following is an illustrative—but by no means exhaustive—list of Mr. Corcoran’s wrongful conduct, much of which has been revealed to Mr. Bennett only in the months since Mr. Bennett terminated his oral contract with Mr. Corcoran.

45. One example of Mr. Corcoran trading on Mr. Bennett's name to convert third-party interest in doing business with Mr. Bennett into an opportunity to make personal profits involves Mr. Corcoran's separate wine business, No Fine Print. Mr. Bennett has no involvement with No Fine Print.

46. For several years before 2019, Live Nation, one of the largest live event entertainment companies in the world, had been interested in promoting a tour for Mr. Bennett. Recognizing that interest, Mr. Corcoran, without ever advising Mr. Bennett, set up a meeting with Live Nation, ostensibly to discuss synergies for a Chance-Live Nation tour.

47. However, instead of promoting that possibility, Mr. Corcoran pitched his own deal to Live Nation, asking them to buy the wine for some of their concerts from No Fine Print wine. The clear message that Mr. Corcoran conveyed and intended to convey was that Live Nation would have a much better chance of getting to promote a tour involving Mr. Bennett if it agreed to buy wine from Mr. Corcoran. Live Nation agreed to buy wine from Mr. Corcoran's business. Mr. Corcoran never disclosed his outreach to Live Nation or his subsequent deal with Live Nation to Mr. Bennett, who learned about this incident much later. Mr. Bennett had no idea at the time he agreed to work with Live Nation that Mr. Corcoran had used his connection to Mr. Bennett to promote Mr. Corcoran's separate business interests.

48. Mr. Corcoran's conduct violated his fiduciary duties to Mr. Bennett. Mr. Corcoran abused his position of trust with Mr. Bennett—under which Mr. Bennett relied on Mr. Corcoran to appropriately and honestly represent his interests—both to get access to Live Nation and to obtain a deal for Mr. Corcoran's own benefit and profit.

49. Mr. Corcoran also took calls and meetings with people interested in working with Mr. Bennett, converted the opportunities into opportunities for himself, and then lied to Mr. Bennett about how the opportunities had come about.

50. For instance, Mr. Bennett has recently learned that, in late 2017, film producer Scott Bernstein contacted Mr. Corcoran about working with Mr. Bennett on writing and co-producing a movie, which was to be distributed by Metro-Goldwyn-Mayer (“MGM”).

51. Mr. Corcoran had a duty to relay the proposal to Mr. Bennett, and to do so truthfully. But Mr. Corcoran was looking out for himself, and he saw the possibility of converting Mr. Bennett’s opportunity for his own personal gain. To make that happen, Mr. Corcoran inserted his own company into the co-producer role intended for Mr. Bennett. Then, he lied to Mr. Bennett about his conversation with Mr. Bernstein, telling Mr. Bennett that Mr. Bernstein had proposed a deal between MGM and the film division of Mr. Corcoran’s separate entertainment company, Haight Brand, with Mr. Bennett merely appearing in the film as an actor. Mr. Bennett has since learned that the initial proposal never included any role for Mr. Corcoran or his company.

52. On information and belief, Mr. Corcoran was able to pursue this wrongful plan by intentionally fostering the impression that working with him or one of his companies (or providing additional compensation to him or his companies) was necessary if Mr. Bernstein or MGM wanted to work with Mr. Bennett at all. As shown throughout this Complaint, this was the modus operandi of Mr. Corcoran’s repeated breaches of his fiduciary duties.

53. When Mr. Corcoran did not see a way to inject himself or his businesses into Mr. Bennett’s opportunities, he chose a different route: actually extorting kickbacks, sometimes in the form of direct compensation and sometimes in the form of being cut into the proposed deal to be offered to Mr. Bennett. All of this occurred without Mr. Bennett’s knowledge.

54. For instance, for a period of time, part of Mr. Corcoran's managerial responsibilities included supervising the vendors that were manufacturing, storing, and/or shipping Mr. Bennett's branded merchandise, such as hats, posters, and clothing. Mr. Corcoran sought to extort kickbacks from merchandise vendors by threatening that Mr. Bennett's businesses would not hire the vendor unless the vendor gave Mr. Corcoran an equity interest in the vendor or made a payment to Mr. Corcoran or one of his businesses. On information and belief, Mr. Corcoran was successful in some instances, and was paid the kickback he demanded. All of this misconduct harmed Mr. Bennett, including by tarnishing his image and causing vendor conflicts that otherwise would not have existed.

55. Another telling example of Mr. Corcoran's unfaithful service involved Mr. Bennett's relationship with the ride share company Lyft. In 2018, Mr. Bennett worked with Lyft to promote the Round Up & Donate feature in the Lyft app, through which riders could round up their fares and donate the extra amount to a charitable cause of their choosing. Mr. Bennett worked with Lyft in conjunction with his non-profit entity, SocialWorks, which Lyft riders could designate as their chosen charity. As Mr. Bennett's manager, Mr. Corcoran had no involvement in Mr. Bennett's non-profit and philanthropy efforts. Nonetheless, on information and belief, Mr. Corcoran used Lyft's desire to work and continue working with Mr. Bennett to wrongfully extract a benefit to himself, in the form of stock ownership in the company before Lyft's initial public offering.

56. There are still further examples of Mr. Corcoran's breaches of his duties. On information and belief, individuals involved in founding the advertising company, The Times, which launched in early 2019, had been interested in working with Mr. Bennett, and wanted to offer him an equity interest in the soon-to-be-launched company. They approached Mr. Corcoran

as Mr. Bennett's manager to ascertain Mr. Bennett's interest. Mr. Corcoran breached his fiduciary duties to Mr. Bennett by, on information and belief, advising The Times that Mr. Corcoran would not present the opportunity to Mr. Bennett unless The Times gave Mr. Corcoran the same compensation as it intended to offer Mr. Bennett—a demand he never disclosed to Mr. Bennett. On information and belief, The Times restructured its proposal so that Mr. Bennett and Mr. Corcoran would have equal equity shares.

57. In addition, in late 2019 or early 2020, the individuals working to renovate and revive Chicago's historic Ramova Theater contacted Mr. Corcoran to offer Mr. Bennett an equity interest in the theater. On information and belief, Mr. Corcoran demanded that he receive an equity interest in the Ramova Theater, or else Mr. Bennett would not do business with the Ramova Theater. On information and belief, the Ramova Theater restructured its proposal so that Mr. Bennett and Mr. Corcoran would have equal equity shares. Thereafter, Mr. Corcoran lied to Mr. Bennett about the nature of this opportunity, falsely representing that the equity interest had always been offered to both men in equal shares rather than disclosing that Mr. Corcoran had converted half of the equity interest for himself.

58. Mr. Corcoran's efforts to extract benefits for himself when presented with Mr. Bennett's opportunities were part of an overall pattern of misconduct and self-dealing, in breach of the fiduciary and other obligations he owed to Mr. Bennett. That pattern extended to virtually every facet of Mr. Bennett's career and businesses, including the media opportunities that Mr. Bennett was offered and relied upon to promote his music and brand. For example, as Mr. Bennett or his representatives have since learned, Mr. Corcoran threatened to pull Mr. Bennett from appearing with media outlets if the media outlet did not agree to showcase other artists with whom Mr. Corcoran was working.

59. On occasion, Mr. Corcoran encountered people and companies who rejected his demands for a personal benefit from the opportunities that belonged to Mr. Bennett. When that happened, Mr. Corcoran did what he could to punish whoever would not fall in line, including by sabotaging opportunities that were undoubtedly in Mr. Bennett's interest to pursue.

60. For example, Mr. Corcoran insisted that one merchandise supplier give Mr. Corcoran an equity share in the supplier's business if the supplier wanted to continue to handle Mr. Bennett's merchandise. The supplier rejected Mr. Corcoran's demands. Mr. Corcoran then went to Mr. Bennett, fabricated an allegation of vendor misconduct, and insisted that Mr. Bennett terminate the arrangement with that supplier and hire a new vendor. Needless to say, Mr. Corcoran said nothing to Mr. Bennett about his own failed effort to extort personal compensation from the supplier he was now working to punish.

61. Mr. Corcoran's self-dealing and related misconduct were not the only ways in which he breached his obligations to Mr. Bennett. Mr. Corcoran was also incompetent and inattentive. For example, Mr. Corcoran failed to supervise Mr. Bennett's merchandise business with even the minimal amount of competence. Among other things, Mr. Corcoran never required vendors to maintain detailed lists of purchases, sales, or inventory on hand. As a result, there was no way to ensure that inventory maintained by third-party fulfillment centers was complete and accurate—and it remains possible that Mr. Corcoran or others siphoned away that inventory, bought and paid for by Mr. Bennett, for their own personal profit.

The Relationship Changes

62. In late 2017, Mr. Bennett was contacted by Steve Stoute, a titan in the music industry. Mr. Stoute told Mr. Bennett that he was working on creating and growing a new company called UnitedMasters. UnitedMasters is an alternative to traditional record labels, providing a platform for independent artists to distribute their music and develop their brands yet maintain full

control over and ownership of their music. As such, there was a natural synergy with Mr. Bennett, in that UnitedMasters sought to help music artists accomplish what Mr. Bennett had achieved for himself: success and recognition without the support of a record label or publishing company. Mr. Stoute proposed that Mr. Bennett serve as a celebrity “face” of UnitedMasters, in exchange for part ownership in the company, a seat on its board of directors, and very generous cash compensation. As a prominent artist known for his independence, Mr. Bennett was perfect for the role, and Mr. Bennett was very interested in the proposal.

63. Mr. Corcoran apparently felt threatened by the prospect of this deal, which was not to involve him and which would have further cemented Mr. Bennett’s status and prominence as a successful independent artist. In addition, the deal would have been damaging to Mr. Corcoran’s efforts to build his own entertainment companies, including his fledgling record label, by touting his ties to Mr. Bennett. So, Mr. Corcoran contacted Mr. Stoute and threatened to kill the deal unless UnitedMasters offered the same compensation to Mr. Corcoran. On information and belief, Mr. Corcoran continued to press for his cut in the proposed deal, until Mr. Stoute cut him off. Thereafter, Mr. Stoute contacted Mr. Bennett and revealed Mr. Corcoran’s machinations.

64. Immediately thereafter, Mr. Bennett confronted Mr. Corcoran about his efforts to sabotage this meaningful opportunity—intended for Mr. Bennett and Mr. Bennett alone—and to siphon off something for himself. Mr. Corcoran responded with copious tears. Then, rather than address his manifest breach of his fiduciary obligation to act in Mr. Bennett’s interests, Mr. Corcoran turned the conversation to himself. He asserted that the proposed UnitedMasters deal was unfair to him because Mr. Bennett’s endorsement of UnitedMasters would undercut Mr. Corcoran’s efforts to build his own entertainment company, Haight Brand. Abusing the trust and friendship that Mr. Bennett had with him over the years, Mr. Corcoran pushed Mr. Bennett to

reject the UnitedMasters opportunity, including by misrepresenting the proposal as something akin to a relationship with a label—the kind of deal that he knew (and had known for years) that Mr. Bennett did not want. Mr. Corcoran also held out the carrot that he might give Mr. Bennett an interest in the Haight Brand companies as an alternative to the UnitedMasters deal. At the time, Mr. Bennett was willing to discuss such a possibility based on the trust he had placed in Mr. Corcoran over the course of their relationship.

65. Months after Mr. Corcoran effectively sabotaged the UnitedMasters deal, Mr. Corcoran's true motives were revealed when he presented Mr. Bennett with several draft agreements to provide Mr. Bennett with an interest in the various divisions of Haight Brand (*e.g.*, music, film, sports). However, the draft agreements were extremely one-sided in favor of Mr. Corcoran, and they sought to convert Mr. Bennett from an active and developing force in the entertainment world to an asset of Mr. Corcoran's companies. Specifically, the draft agreements precluded Mr. Bennett from engaging in any business that competed with any of Mr. Corcoran's companies. Additionally, the drafts gave Mr. Corcoran the right to use Mr. Bennett's name and image to promote the business ventures of the Haight companies. In exchange for this all-in, overwhelming commitment and grant of rights, Mr. Corcoran was only offering to give Mr. Bennett a passive minority stake with all managerial rights and discretion reserved exclusively to Mr. Corcoran. Indeed, the draft agreements would have given Mr. Corcoran complete control over everything Mr. Bennett had worked so hard to build: under Mr. Corcoran's proposal, Mr. Corcoran alone would have had the final say on all Haight Brand deals and projects—including a deal with a major record label or publishing company—which Mr. Corcoran could seek to obtain by promoting his relationship with Mr. Bennett. For Mr. Bennett—perhaps the most famous independent music artist, for whom independence is a matter of substantial and well-earned

pride—Mr. Corcoran’s proposal was astounding, both in its audacity and in how fundamentally at odds it was with all of Mr. Bennett’s efforts to be (and remain) an independent artist. Mr. Corcoran wanted the kind of control that he knew Mr. Bennett had reserved for himself as an independent artist—and he wanted to receive his management commission on top of his audacious proposal to take ownership of all the goodwill that Mr. Bennett had created.

66. Mr. Corcoran’s effort to effectively “sign” the “un-signable” Chance the Rapper—and thereby convert all of the goodwill and market value of Mr. Bennett’s “brand” and reputation into revenue for Mr. Corcoran’s own entities—changed the dynamic between the two men. Mr. Bennett was not yet prepared to fire Mr. Corcoran as his manager, but Mr. Corcoran’s betrayal did raise serious issues of trust and the question of whether Mr. Corcoran would be committed to Mr. Bennett moving forward.

67. Those concerns were well-founded. On information and belief, Mr. Bennett’s rejection of Mr. Corcoran’s Haight proposal prompted Mr. Corcoran to shift his focus away from Mr. Bennett and instead to focus on what he perceived to be his future entertainment “empire.” To that end, and as Mr. Bennett would learn only after the release of his first studio album, *The Big Day*, in July 2019, Mr. Corcoran began engaging in discussions with major labels for potential deals for Haight Brand. Upon information and belief, Mr. Corcoran dangled the possibility of Haight Brand’s affiliation with Mr. Bennett as a lure to try to get that type of deal.

Mr. Corcoran Bungles and Then Checks Out Entirely From His Management Responsibilities, Choosing Instead to Pursue His Own Separate Interests

68. Mr. Corcoran’s diverted focus became clearer as 2018 wore on and into 2019, when Mr. Corcoran “checked out” of the actual work of managing Mr. Bennett’s career. At the time, Mr. Bennett was working hard on *The Big Day* and spending hours upon hours in the studio. By contrast, Mr. Corcoran was increasingly absent from his managerial role. He failed to attend Mr.

Bennett's media appearances (including the BET Awards Show, Jimmy Kimmel, and the Ellen Show), failed to disclose to Mr. Bennett proposals he'd received, and failed to return numerous inquiries from media outlets, artists, and others seeking the opportunity to work with Mr. Bennett. On information and belief, Mr. Corcoran also declined some opportunities without Mr. Bennett's approval (or even having discussed the opportunities with Mr. Bennett).

69. Eventually, Mr. Corcoran stopped giving even the appearance of attempting to perform his obligations under the oral management services contract, choosing instead to delegate his responsibilities to employees who worked for Haight Brand. While others were instructed to handle Mr. Corcoran's obligations to Mr. Bennett, Mr. Corcoran was focused on building his own entertainment businesses. All the while, Mr. Corcoran was still collecting his 15% cut of Mr. Bennett's net profits from the exploitation of his music and, of course, trading on Mr. Bennett's fame and popularity whenever he saw the opportunity to do so.

70. Mr. Corcoran also completely abdicated his managerial responsibilities with respect to The Big Day. Rather than develop the requisite comprehensive plan for marketing the album, Mr. Corcoran instead simply advocated aggressively for a single idea: that Mr. Bennett release his earlier mixtapes, 10 Day and Acid Rap, to paid streaming services and on vinyl records as part of the ramp-up to the release of The Big Day. Mr. Bennett was opposed to this plan because of the significant amount of time required to clear the mixtapes (to negotiate permission to use recorded samples and the contributions of composers, performers, and producers)—time and effort that otherwise could have been devoted to the marketing and promotion of The Big Day. Mr. Bennett also was concerned that releasing the mixtapes would divert fan and media attention away from Mr. Bennett's first studio album. However, he ultimately acceded to the plan in response to Mr. Corcoran's lobbying efforts.

71. Sometime later, Mr. Corcoran advised Mr. Bennett that he had cleared the samples and performances that appeared on 10 Day and Acid Rap. After the mixtapes had been released to paid streaming services and physical copies had been listed for sale, Mr. Bennett learned that Mr. Corcoran had lied to him, as 10 Day and Acid Rap had not been cleared. This exposed Mr. Bennett to potential liability and complicated the release of these mixtapes on the paid streaming services and in physical copies.

72. Notwithstanding all these challenges, The Big Day was released successfully on July 26, 2019. It debuted at number 2 on the Billboard 200, and Mr. Bennett was the first artist to achieve that feat without a recording, distribution, or publishing deal. To date, The Big Day remains Mr. Bennett's highest-charting project, and it has received millions of views online.

73. But just three days later, Mr. Corcoran dropped his own news. He announced that his label Haight Brand, which he had recently renamed Nice Work, had made a deal with Warner Music, which is one of the three major label groups. Shockingly, Mr. Corcoran never disclosed to Mr. Bennett that he was even considering a deal with Warner. Mr. Bennett found out the same way everyone else did: from press reports.

74. The timing of Mr. Corcoran's announcement was no coincidence and clearly sought to capitalize on the timing of the release of Mr. Bennett's new album. Because Mr. Bennett was Mr. Corcoran's only successful artist and because Mr. Bennett was known for his independence, Mr. Corcoran's decision to announce his own deal with a major record label just three days after Mr. Bennett dropped The Big Day—and without ever having discussed the subject with Mr. Bennett—is powerful evidence that, to Mr. Corcoran, self-interest was the only interest. Mr. Corcoran's announcement was inconsistent with Mr. Bennett's image as an independent artist, and its timing complicated the release and promotion of The Big Day, to Mr. Bennett's detriment.

75. Seeing that his manager was now “in bed” with one of the major labels confirmed Mr. Bennett’s suspicions about Mr. Corcoran and his motives, making the eventual termination of Mr. Corcoran’s management services inevitable.

76. But in the meantime, Mr. Bennett had to deal with the fall out caused by Mr. Corcoran’s botching of the exclusive presale of vinyl and CD copies of four projects: Mr. Bennett’s previously released mixtapes—10 Day, Acid Rap, Coloring Book—and the debut studio album, The Big Day. Some weeks after the vinyl and CD copies were announced as being available for sale on chanceraps.com, Mr. Bennett noticed that complaints about his website were piling up. It seemed that thousands of fans had purchased their vinyl copies and other merchandise but never received their items. Investigating further, Mr. Bennett learned that Mr. Corcoran did not secure a single vinyl copy of 10 Day, Acid Rap, Coloring Book, or The Big Day before the projects were listed for sale on chanceraps.com. As a result of Mr. Corcoran’s mismanagement, fans placed orders for the vinyl copies despite the fact that no vinyl copies actually existed. The inability to fill orders for vinyl copies created a bottleneck under which any customer with vinyl as part of his or her order did not receive any part of the order. This bottleneck, created by Mr. Corcoran’s mismanagement, affected approximately 20,000 orders from Mr. Bennett’s fans. Compounding the situation, fans received no indication that their orders would be delayed or could not be fulfilled when placed

77. Of course, it had been Mr. Corcoran’s job, as manager, to locate and instruct a company to manufacture the vinyl copies. And it had been Mr. Corcoran’s job, as manager, to notice when the orders weren’t being fulfilled and customers were complaining. But Mr. Corcoran was checked out and too busy with his own projects, including the new deal with Warner, to even notice. His conduct was negligent at best and intentional at worst. To try to satisfy the

approximately 20,000 fans who had been disappointed, Mr. Bennett and his companies had no choice but to issue refunds and provide free merchandise, all at a cost to Mr. Bennett of more than \$1 million. But there was an additional price as well: as an independent artist, Mr. Bennett's direct artist-to-consumer relationship has always been of great importance. To this day, Mr. Bennett is still working to reestablish his merchandise business and to overcome the negative reputation that Mr. Corcoran's incompetence (or worse) created.

Mr. Bennett Terminates Mr. Corcoran's Management Services

78. On April 27, 2020, Mr. Bennett terminated Mr. Corcoran's management services, effective immediately. Thereafter, and notwithstanding Mr. Corcoran's numerous betrayals, Mr. Bennett honored his commitment under the oral contract: he and his representatives made sure that all commission payments owing to Mr. Corcoran under their oral agreement were paid.

79. By contrast, Mr. Corcoran acted out of spite after he was terminated. Years ago, Mr. Corcoran was instructed to secure a web domain that would be used for Mr. Bennett's marketing efforts and to receive orders for merchandise. However, Mr. Corcoran actually registered the web domain, chanceraps.com, in his own name and *not* Mr. Bennett's. That was a manifest breach of his duties to Mr. Bennett as his manager. To date, Mr. Corcoran has failed to transfer the domain registration back to Mr. Bennett. Mr. Corcoran also refused to provide access to Mr. Bennett's fan mailing list and to Mr. Bennett's merchandise Stripe account, a payment processing platform for online businesses. All of this information and property belonged to Mr. Bennett, not Mr. Corcoran, and should have been returned to him immediately upon Mr. Corcoran's departure as manager. Instead, Mr. Bennett's representatives were forced to contact Stripe to get access to that account. But Mr. Corcoran still has not turned over the website or the fan mailing list.

CAUSES OF ACTION

COUNT I
BREACH OF FIDUCIARY DUTY

80. Mr. Bennett repeats and re-alleges, as if fully set forth herein, the allegations set forth in paragraphs 1 through 79 of this Complaint.

81. Mr. Bennett placed Mr. Corcoran in a position of trust and confidence, as Mr. Corcoran served as Mr. Bennett's manager and agent over a number of years. Mr. Corcoran thus owed fiduciary duties to Mr. Bennett. Those fiduciary duties included duties of honesty, loyalty, and fidelity to Mr. Bennett. The duty of loyalty means Mr. Corcoran was obligated, at all times, to act in Mr. Bennett's best interests and not to serve Mr. Corcoran's own personal interests.

82. Mr. Corcoran breached the fiduciary duties he owed to Mr. Bennett by, among other things: (a) demanding and/or accepting kickbacks, monetary and otherwise, from third parties, in exchange for the third party having the opportunity to work with Mr. Bennett; (b) converting opportunities presented to Mr. Bennett for his own benefit, such as by wrongly insisting that Mr. Bennett would not agree to a business opportunity unless the opportunity included a role for Mr. Corcoran or his businesses; (c) misrepresenting or failing to disclose all business and other opportunities to Mr. Bennett; and/or (d) working against Mr. Bennett's interests in favor of his own, such as by advising Mr. Bennett to forgo beneficial business opportunities when doing so would benefit Mr. Corcoran or his various business.

83. Mr. Corcoran's breaches of fiduciary duties proximately caused damages to Mr. Bennett. Among other things, Mr. Corcoran's breaches delayed, complicated, reduced or eliminated altogether various business opportunities that otherwise would have continued to raise Mr. Bennett's profile as an artist and that would have generated substantial revenue for Mr. Bennett. In addition, Mr. Corcoran's breaches of duty damaged Mr. Bennett's reputation in certain

circles important to his music career, affecting the willingness of the third parties concerned to consider Mr. Bennett in the future for other career and business opportunities. Mr. Corcoran's breaches of duties also meant that Mr. Bennett did not receive the value he expected to receive from Mr. Corcoran in exchange for Mr. Corcoran's commission payments.

84. Mr. Corcoran's breaches of fiduciary duty were an outrageous abuse of trust, and he exhibited a willful and wanton disregard for Mr. Bennett's rights and interests. As set forth above, Mr. Corcoran's breaches of his fiduciary duties were not merely one or two isolated incidents. Rather, he repeatedly breached the fiduciary duties he owed to Mr. Bennett, and he did so in myriad ways. He also took substantial steps to cover his tracks, including lying to Mr. Bennett or otherwise making sure Mr. Bennett was in the dark about Mr. Corcoran's self-dealing. The extreme nature of Mr. Corcoran's misconduct entitles Mr. Bennett to punitive damages.

WHEREFORE, Mr. Bennett requests this Court (1) award him damages in an amount to be determined at trial but greater than \$1 million, including disgorgement of commissions paid under the oral contract, (2) award him punitive damages for Mr. Corcoran's willful and wanton misconduct, and (3) grant such other and further relief as this Court may determine is equitable and just.

COUNT II
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

85. Mr. Bennett repeats and re-alleges, as if fully set forth herein, the allegations set forth in paragraphs 1 through 84 of this Complaint.

86. During the time that Mr. Corcoran served as Mr. Bennett's manager, Mr. Bennett expected to enter into numerous business relationships that were known to Mr. Corcoran, as Mr. Bennett's manager and agent, including but not limited to business relationships with UnitedMasters and Ramova Theater.

87. Mr. Corcoran purposely interfered with and prevented Mr. Bennett's legitimate expectancies from ripening into valid business relationships by, among other things: (a) demanding and/or accepting kickbacks, monetary and otherwise, from third parties who wanted to enter into a business relationship with Mr. Bennett; (b) demanding that third parties who wanted to do business with Mr. Bennett enter into a business relationship with Mr. Corcoran or his businesses instead of Mr. Bennett; (c) demanding that third parties who wanted to do business with Mr. Bennett had to include a role for Mr. Corcoran or his businesses in the same capacity as Mr. Bennett's; and/or (d) misrepresenting the terms of potential business relationships to Mr. Bennett, including with the purpose of persuading Mr. Bennett to forgo beneficial business relationships.

88. Mr. Corcoran's interference caused damages to Mr. Bennett, including the loss of business opportunities, lost profits, and harm to Mr. Bennett's reputation and prospects for entering into future contractual relationships.

WHEREFORE, Mr. Bennett requests this Court (1) award him damages in an amount to be determined at trial but greater than \$1 million, and (2) grant such other and further relief as this Court may determine is equitable and just.

COUNT III
BREACH OF CONTRACT

89. Mr. Bennett repeats and re-alleges, as if fully set forth herein, the allegations set forth in paragraphs 1 through 88 of this Complaint.

90. In or around June 2013, Mr. Bennett and Mr. Corcoran entered into an oral contract, under which Mr. Corcoran would manage Mr. Bennett's music career and, during that tenure, would be compensated for his services with 15% of the net profits that Mr. Bennett earned from the exploitation of his music.

91. Mr. Bennett performed all his obligations under the oral contract. He has ensured that Mr. Corcoran has been paid all commissions he earned before the contract was terminated.

92. Before the contract was terminated, Mr. Corcoran was obligated to provide management services to Mr. Bennett—and to do so consistent with the implied covenant of good faith and fair dealing.

93. Mr. Corcoran breached his obligations under the oral contract, including the covenant of good faith and fair dealing. Among other failures, Mr. Corcoran failed to inform Mr. Bennett of business opportunities and offers; failed to adequately promote The Big Day; failed to secure delivery of vinyl copies that were needed to fulfill more than 20,000 orders placed on Mr. Bennett's website in the summer of 2019; traded on Mr. Bennett's name to further Mr. Corcoran's interests and the interests of other business owned by Mr. Corcoran; and wrongly insisted or suggested to third parties that Mr. Bennett would not agree to a business opportunity unless the opportunity included a role for Mr. Corcoran or his businesses.

94. Mr. Corcoran's various breaches damaged Mr. Bennett, including but not limited to the more than \$1 million it cost to refund the vinyl sales that could not be fulfilled due to Mr. Corcoran's breaches, as well as the commission payments made by Mr. Bennett for services that were never provided (or were compromised by Mr. Corcoran's pursuit of his personal interests).

WHEREFORE, Mr. Bennett requests this Court (1) award him damages in an amount to be determined at trial but greater than \$1 million, and (2) grant such other and further relief as this Court may determine is equitable and just.

JURY DEMAND

Mr. Bennett demands a trial by jury on all facts and issues so triable.

Dated: February 19, 2021

Respectfully submitted,

CHANCELOR J. BENNETT

/s/ April A. Otterberg

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