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

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| CHARLIE WALK,<br><br>Plaintiff,<br><br>-against-<br><br>KASOWITZ BENSON TORRES LLP and MARC E. KASOWITZ,<br><br>Defendants. | : | Index No. _____/2021<br><br>Hon.<br><br>**COMPLAINT** |

Plaintiff, CHARLIE WALK (hereinafter, "Walk" or "Plaintiff"), by and through his attorneys complaining of the Defendants KASOWITZ BENSON TORRES LLP (hereinafter, the "Kasowitz Firm") and MARC E. KASOWITZ (hereinafter, "Kasowitz"), alleges as follows:

## NATURE OF THE ACTION

1. This is an action for legal malpractice arising from Marc Kasowitz's botched representation of Charlie Walk in his departure from UMG Recordings, Inc. ("UMG"), which had catastrophic results for Mr. Walk's career. As is all too often the case with celebrity lawyers, Kasowitz could not be bothered to actually represent his client. In 2018, Mr. Walk, the then President of the leading label in the entire world by market share, Universal Music Group's Republic Records, was on top of the music world. He had been in the music business for 30 years, having worked with artists from Beyoncé to Ariana Grande, and had just started a TV show. With bonuses, Mr. Walk was earning at least $3.5 million a year, in negotiations with UMG for a new employment agreement worth $20 million over the next five years, and likely to maintain such earnings for at least another fifteen years. UMG's spite and Kasowitz's ineptitude destroyed all of this.

2. Perceiving Mr. Walk as too big to control, too expensive to keep, and not wanting to lose him to a rival such as Warner, UMG kneecapped him, so that it could both fire him, and make him unhireable by anyone else. At the height of the highly charged and daily accusations of #metoo allegations in the entertainment industry, UMG willfully disseminated a 15-year-old canard—a facially incredible story—that Mr. Walk had sexually harassed an employee at another company (Sony), as a pretext to threaten to fire him for cause unless he quietly resigned. Effectively giving Mr. Walk no ability to defend himself against the false accusations, UMG violated its own employment agreement with Mr. Walk and publicized its purported internal investigation of him to create a pretext for him to be fired. The point here was for the public to associate Mr. Walk with Harvey Weinstein. Yet, the only reason this worked is because Kasowitz—who was hired to be Mr. Walk's heroic defender—passively cooperated with UMG, leaving Mr. Walk defenseless.

3. To be sure, a modicum of effort would have revealed that the made-up claims against Mr. Walk were easily refutable and that there was no legal basis to terminate his UMG agreement. Mr. Walk never engaged in any untoward conduct while he worked at Sony, as his exemplary employment record there can attest. However, UMG made no effort to reach out to Sony regarding these false claims. Instead, intent on cutting off his substantial salary from the company payroll and permanently ruining his career and reputation, UMG immediately latched onto these baseless, 15-year-old allegations and lent them undeserved "credibility" by publicly informing all UMG employees about them within 24 hours of their being aired on the accuser's blog, who herself at the same time was promoting a book on how to date at work.

4. Even aside from the accuser's inherent lack of credibility, Mr. Walk's employment agreement only allowed him to be terminated for cause for events that occurred

while he was at Republic. Thus, UMG's threat to fire him for cause if he did not walk the plank on his own was in and of itself an anticipatory breach of that agreement, making UMG liable for millions.

5. That was not UMG's only breach. Under its own written policy (the "Policy"), which was expressly incorporated into the employment agreement (and became a UMG contractual obligation), UMG was required to protect the privacy and confidentiality of all parties involved in any allegations of sexual harassment. Indeed, UMG had a detailed internal process for investigating any claims of sexual harassment involving its employees—a process that it had strictly adhered to with other executives, but which it entirely failed to follow when it came to Mr. Walk. Instead of protecting Mr. Walk's privacy and confidentiality, UMG willfully engaged in his public character assassination, first informing all UMG employees that Mr. Walk was essentially guilty until proven innocent and encouraging them to come forward if they had similar claims to level against Mr. Walk and then making pronouncements to the media. This was especially outrageous as the unsubstantiated online blog posts concerned allegations from 15 years beforehand, at another company, when Mr. Walk was an executive at Sony Music Entertainment.

6. In fact, since joining UMG in 2013, Mr. Walk had **not once** been the subject of a Human Resources complaint of any sort—especially sexual harassment. More importantly, UMG failed to make any effort to substantiate these spurious online accusations—leaving the public with the **false impression** (created by UMG's own announcement that it was conducting an investigation into alleged sexual misconduct) that Mr. Walk had actually engaged in the spurious online claims of sexual harassment at Sony. From the outset of his legal representation,

Mr. Walk instructed Kasowitz that the most important issue was to clear his name, lest his reputation in the music industry remain tarnished by the false accusations perpetuated by UMG.

7. As part of the Policy expressly incorporated into the employment agreement, UMG was also contractually required to conduct an impartial and thorough investigation of any harassment claims against Mr. Walk—that is, a bona fide investigation. UMG did the opposite. It accepted the false claims at face value because it was convenient to do so.

8. A reasonably competent attorney could have used these clear and severe breaches to either beat UMG back from firing Mr. Walk or obtain millions of dollars for him in damages, as other wrongfully accused celebrities have done. It was under these circumstances, when Mr. Walk was most in need of a tireless legal advocate to fight for his rights against UMG, that he turned to Kasowitz and the Kasowitz Firm for legal representation. Instead of a fighter for his client, Kasowitz turned out to be passive and uninformed about the true facts of Mr. Walk's case, and quickly pressured him to enter into settlement agreement that was not in Mr. Walk's best interest.

9. Instead of reasonably investigating Mr. Walk's legitimate breach of contract claims, Kasowitz was so eager to collect a quick paycheck that he pressured his client to sign a one-sided settlement agreement with UMG that [redacted]. Mr. Walk was left with the worst of both worlds—[redacted]

10. When an attorney charges $1,500 an hour, as Kasowitz does, a client expects at the very least to receive a minimum level of competent legal advice. Not so with Kasowitz and the Kasowitz Firm.

11. Given these facts, any reasonably competent attorney would have vigorously pursued Mr. Walk's claims against UMG in binding arbitration, as UMG's inexcusable breach of its own written policy had caused Mr. Walk tremendous damage to his career and reputation. Instead, Kasowitz and the Kasowitz Firm completely failed to communicate to Mr. Walk that UMG had engaged in a breach of its written policy to maintain his privacy and confidentiality in connection with any complaints of sexual harassment. On the contrary, they advised Mr. Walk that he had no choice but to quickly enter into a settlement agreement with UMG—an agreement that [redacted]. Mr. Walk instinctually was against this one-sided settlement, and never would have entered into it but for the negligence of Kasowitz and the Kasowitz Firm, who failed to advise him that he possessed viable claims against UMG for breach of its obligation to keep any complaints regarding sexual harassment private and confidential, for not conducting a *bona fide* investigation—let alone a thorough one—and for threatening to terminate him for cause where none existed.

12. The simple fact is that, as so many in the entertainment industry were eager to do during the frenzied and fearful atmosphere of the early days of the #MeToo movement, UMG engaged in an all-too convenient "rush to judgment" to utterly erase Mr. Walk from his existence in the music business. UMG "cancelled" Mr. Walk based on no credible evidence and in order to settle old professional scores. Mr. Walk was not alone in being unjustly accused and

"cancelled" during this time period. Former Universal Pictures president of marketing Josh Goldstine and executive vice president Seth Byers were similarly, and publicly, fired and humiliated based on flimsy to nonexistent evidence, innuendo, and hearsay. Mr. Goldstine and Mr. Byers fought back against their wrongful terminations, however, and were vindicated.[1] Indeed, it was widely reported that Universal was required to pay Mr. Goldstine $20,000,000 as a result of his wrongful termination based on spurious #MeToo allegations. This was all the more notable as the allegations against Mr. Goldstine and Mr. Byers concerned conduct that allegedly occurred at their employer, Universal—not specious allegations about 15-year-old conduct at another company. If Kasowitz and the Kasowitz Firm had fought half as hard for Mr. Walk as they do when protecting Donald Trump from legitimate claims of sexual assault, Mr. Walk would be working in the music industry today.

13. In short, Kasowitz and the Kasowitz Firm negligently failed to assert clear-cut claims against a culpable party, UMG, denying Mr. Walk substantial monetary damages and [redacted] Worse, they did not fulfill their most fundamental responsibilities to their client—informing him that he had a strong alternative to signing the settlement agreement. Instead, he was falsely told that he had no choice. His own lawyers set him up to be destroyed.

14. If not for this catastrophic malpractice, Mr. Walk would either have stayed at UMG and then either have gotten a new employment agreement there or been hired by another music company, making at least $60 million over the life of his career, or he would have sued UMG and obtained that sum in breach of contract damages. (The $60 million figure is

[1] *See* https://www.hollywoodreporter.com/news/universal-exec-josh-goldstine-wins-massive-legal-award-metoo-firing-1271441

conservatively derived from the reasonable expectation that given his stature Mr. Walk would have made at least $4 million a year for the almost two decades that he would have expected to be the president of a record label). Now his life is in tatters—he made a grand total of $19,000 in 2019, after earning [redacted] the year before. Thus, Mr. Walk seeks as damages from the Defendants the $60 million he would have been able to earn but for their malpractice, and the return of the fees he paid.

## PARTIES

15. Plaintiff Charlie Walk is a natural person who resides in the County of New York.

16. Defendant Kasowitz Firm, upon information and belief, is a law firm organized as a limited liability partnership under the laws of New York with its principal place of business in the County of New York.

17. Defendant Kasowitz is an attorney duly licensed to practice law within the State of New York, who works, and, upon information and belief, resides in the County of New York.

## JURISDICTION AND VENUE

18. This Court has jurisdiction over Defendants under CPLR 301 because their principal place of business, and, in the case of Kasowitz, residence is in New York.

19. Venue is appropriate in New York County because Kasowitz and the Kasowitz Firm reside here within the meaning of CPLR 503 (a) and (d),

## BACKGROUND

### A. Charlie Walk's Career Before the Hit Job

20. In January 2018, Mr. Walk had been a highly successful executive in the music industry for over 30 years, helping to shepherd some of the biggest recording acts during the years of their greatest success. During his 30-year career in the music industry, Walk developed

a hard-earned reputation as a hard worker, an efficient manager, and a person who maintained a professional attitude toward his fellow employees. And in this entire period, Walk had never been the subject of any company, let alone a sexual harassment complaint, filed with any of his employers.

21. Beginning in January 2013, Walk began working for the Republic Records division of UMG Recordings, Inc. ("UMG"). Starting as the Executive Vice President of Republic Records, by 2016 Walk had been promoted to President of UMG's newly-formed Republic Group. Walk's relationship with UMG was governed by his written employment agreement dated January 22, 2013, as amended on April 15, 2013, and December 16, 2015 (the "Employment Agreement") (attached hereto as Exhibit 1).

22. Section 4(b) of the Employment Agreement provided for Mr. Walk's termination for cause only for:

> *i.* Your material failure to perform your material duties or your material breach of the terms of this Agreement which is not remedied by you with thirty (30) days after receipt of written notice from Universal specifically delineating each claimed failure or breach and setting forth Universal's intention to terminate your employment if the failure of breach is not duly remedied;
>
> *ii.* Your material failure to comply with Company policies, of which you are or reasonably should be aware including, without limitation those set forth in Paragraph 5(h) below and have determined by the Company's Human Resources or Internal Audit Departments following a full, good faith investigation; or
>
> *iii.* Your conviction of a felony or crime of moral turpitude.
>
> Notwithstanding anything to the contrary in this Agreement, including Paragraph 4(b), the Company reserves the right to take any disciplinary action it deems appropriate (up to and including termination) as a result of any Government or Company investigation into radio promotion practices, regardless if those conduct occurred before or after execution of this Agreement.

23. Similarly, Section 4(g) permitted Mr. Walk to voluntarily terminate the Agreement for "Good Reason" based on "an occurrence without (his) consent…which is not remedied within thirty (30) days of receiving written notice from [him] specifically delineating each such event which [he] claim[s] is a breach of the Agreement and send forth [his] intention to terminate [employment if such breach is not duly remedied]."

24. Section 4(g) defines Good Reason to include a reduction in compensation and material diminution in duties and responsibilities.

25. Section 5(h) of the Employment Agreement expressly incorporated UMG's various company policies, including the Policy Against Discrimination and Sexual Harassment (attached hereto as Exhibit 2). Under the Policy Against Discrimination and Sexual Harassment, UMG was obligated to "endeavor to protect the privacy and confidentiality of all parties" involved in "claims, complaints and charges" concerning sexual harassment. As expressly incorporated into Section 5(h), the Policy also promised that the "Company" would "conduct a thorough and objective investigation" which would give the accused employee "an opportunity to be heard."

26. Under Section 9, any disputes concerning the Employment Agreement were to be arbitrated, and, pursuant to Section 11 the Agreement was governed by New York law.

**B. UMG Materially Breaches the Employment Agreement by Violating Its Policy Against Discrimination and Sexual Harassment, by Publicly Disclosing the False Allegations Against Mr. Walk, and by Refusing To Conduct an Unbiased and Bona Fide Investigation That Would Have Established His Innocence**

27. On January 29, 2018, a woman named Tristan Coopersmith ("Coopersmith") posted an online article on her fledgling health and wellness blog in which she leveled accusations of sexual harassment against Mr. Walk, allegedly occurring **15 years prior** while Mr. Walk was an executive with Sony Music Entertainment. At 6:04 p.m. that same day,

internet blogger Bob Lefsetz repeated Coopersmith's allegations, without performing any fact checking or other due diligence, in his music industry newsletter the "Lefsetz Letter."

28. The most basic research would have revealed that Coopersmith was the opposite of a credible source of information. In truth, Mr. Walk had **never** engaged in any of the activity of which Coopersmith falsely accused him. Mr. Walk had been a highly successful and well-respected executive at Sony for 20 years. During that time, he had **never** been the subject of any complaints of sexual harassment or inappropriate behavior towards a single woman—let alone Coopersmith.

29. In fact, during Mr. Walk's successful 20-year tenure at Sony, it was well-known that he had excellent working relationships with women employees at the company.

30. UMG (and Kasowitz) could easily have confirmed that fact with Sony. Indeed, Walk would never have been hired by UMG in the first place had Sony received complaints against Walk regarding sexual harassment or impropriety. A hire of Mr. Walk's significance would be expected to have included a background check, which would have undoubtedly flagged any harassment issues. Thus, UMG almost certainly vetted Mr. Walk back in 2013, and knew such allegations did not exist, and once Coopersmith belatedly surfaced in 2018, Paragraph 5(h) required UMG to have checked with Sony.

31. Moreover, Mr. Walk's superior at Sony was a woman. His superior at Sony worked very closely with Mr. Walk and, as his superior, was well aware that there were **no** accusations of sexual harassment lodged against him. This was highlighted by the fact that she was later hired from Sony to join UMG in a key leadership role. UMG was thus in a unique position to put a stop to Coopersmith's false claims against Mr. Walk, as his former superior at Sony now worked at UMG and knew there was no factual basis underlying them.

32. UMG's immediate buy-in to the legitimacy of Coopersmith's inherently unbelievable allegations confirms that it intentionally disregarded the results of its prior vetting of him, and refused to check with Sony when the allegations surfaced or even with the one person who, now at UMG, had worked so closely with him at Sony. All of this breached UMG's obligation under Section 5(h) to "conduct a thorough and objective investigation."

33. Further, the timing of Coopersmith's accusations were highly suspect, as it coincided with the launch of her new "life coaching" business website, the now-defunct www.lifelab.com. Coopersmith even engaged a public relations firm to promote and publicize her false accusations against Walk and, in turn, her own business endeavors. Notably, Coopersmith's public relations firm was the same firm that represented UMG.

34. The simple truth is that Coopersmith's employment at Sony was terminated in 2005 for performance-related issues. Evidently blaming Mr. Walk for her lawful termination, Coopersmith harbored a secret grudge against him for years, seeking the opportunity to inflict maximum harm to Mr. Walk and maximum publicity for herself.

35. Coopersmith's claims were especially incongruous with the contents of a 2009 book she co-authored titled *Menu Dating*. In this book, written 5 years after Coopersmith's employment with Sony was terminated, she gleefully wrote about engaging in forbidden office romances. In one particular passage on dating "The Coworker," Coopersmith wrote as follows:

> Pros: It's forbidden and therefore very hot; it's fun to exchange dirty IMs and notes during meetings; you can make out (and more!) in the office supply closet during lunch.
>
> Cons: Things can get a little awkward come the office holiday party when you each need to bring each other dates to conceal your

> romping; he will inevitably tell at least two to twenty-five work friends about your steamy affair, all of whom will discover every dirty little detail about your naked body and level of flexibility; you have to see his ass every day after it's over; he could wind up being your boss.
>
> What you learn: How to be discreet; how to refresh your hair and makeup in two minutes flat post-midday sex.
>
> How to get over him: Tell the girls at work that he overcompensates for his lack of skills in the bedroom by being a beast in the boardroom.

In short, Coopersmith salaciously and openly encouraged women to engage in the sort of inappropriate workplace sexual behavior of which she falsely accused Mr. Walk. This publicly available information was plain for all to see, yet UMG went on to recklessly repeat Coopersmith's false claims as if they possessed the authority of a sacred script.

36. The timing of Coopersmith's online hit piece was calculated to inflict maximum damage to Mr. Walk. The media was heavily focused on the music industry as the annual Grammy Awards had just taken place on January 28, 2018. Mr. Walk had attended the Grammy Awards and was very much in the public eye at the time, due to both his industry success and his regular appearances as a judge on the Fox music contest television program, *The Four.*

37. It immediately became apparent to Mr. Walk that UMG would utilize Coopersmith's false statements as a pretext to not only remove him from his position of power and influence in the company, but to tarnish his reputation to the point that Mr. Walk would not be able to work in a competing position in the music industry for the foreseeable future. A key

incident occurred the very day after the Grammys, on January 29, 2018, at approximately 1 p.m. when a senior Republic Records executive telephoned Mr. Walk on his cellular phone at home. Mr. Walk placed the call of speakerphone, and Mr. Walk's wife took notes to memorialize what was said. The senior Republic Records executive bluntly told Mr. Walk, "You need to think good and hard over next 18 months on what you want to do. At least you still have the tv show." "18 months" was the time remaining on Mr. Walk's Employment Agreement. At the time, Mr. Walk had been in nearly completed negotiations with UMG regarding a further employment agreement for a 5-year term, which would have resulted in a base salary and bonuses of approximately $20 million plus over the term of the contract. UMG evidently saw an opportunity to avoid paying this outlay of cash to Mr. Walk, and made the decision to end his employment with the company.

38. Less than 24 hours after Coopersmith's unsubstantiated blog post, on January 30, 2018, UMG Global Compliance Officer Saheli Datta issued a company-wide email to UMG employees, in which she stated that they "may be aware of yesterday's media reports concerning allegations of misconduct by Charlie Walk while he was an executive at Sony." Ms. Datta then stated that UMG takes "allegations of this nature very seriously" and that it had engaged an independent law firm for UMG employees to contact if they had encountered similar experiences. UMG issued this company-wide statement without informing Mr. Walk, and without receiving his consent. In so doing, UMG violated its obligation to protect the privacy and confidentiality of all parties involved in any claims, complaint, or charges concerning sexual harassment.

39. The next day, January 31, 2018, UMG issued a statement to numerous press outlets, including *Variety* and *Rolling Stone*, stating, among other things, that, "We have retained

an outside law firm to conduct an independent investigation of this matter and have encouraged anyone who has relevant information to speak to the firm's investigators. Mr. Walk has been placed on leave, and will remain in leave for the duration of the investigation." Again, this public statement regarding Mr. Walk's employment status and the investigation into the sexual harassment allegations violated its obligation to protect Mr. Walk's privacy and confidentiality.

40. Within three days, Mr. Walk's stellar reputation in the music industry had been irreparably damaged, due largely to UMG breathlessly repeating Coopersmith's unsubstantiated allegations and publicizing this to both the entire company and the media. This was highlighted by the fact that Mr. Walk's former superior at Sony now worked at UMG, knew the allegations to be false, yet willfully stayed silent and did not defend Walk or otherwise correct the record. By publicly placing Walk on leave and encouraging UMG employees to participate in its investigation of Walk, UMG had lent an aura of credibility to Coopersmith's claims, despite having performed no independent fact-checking before repeating them. By February 22, 2018, the firestorm of innuendo and baseless accusations leveled against Walk resulted in a *Rolling Stone* article based on the claims of other former Sony and UMG employees—specious claims which were repeated as fact. In truth, even a modicum of fact-checking and research would have revealed that each of the sources used in the *Rolling Stone* article were either disgruntled former employees or persons whose claims were demonstrably false. However, such verification was evidently never performed.

41. Tellingly, Fox terminated Mr. Walk's television hosting duties on *The Four* due to Coopersmith's accusations and their breathless repetition by UMG and the media. However, in connection with Mr. Walk's termination, Fox conducted its own investigation, finding no wrongdoing by Mr. Walk. When Defendants did press UMG for what it had learned from its

investigation, UMG verbally spit back the easily discredited allegations by Coopersmith herself, with no reference to anything that supported them. This was just another way of UMG saying that it had found nothing to substantiate them. Yet, while UMG was extremely aggressive in publicizing the fact that it was conducting an investigation into the allegations of sexual misconduct against Mr. Walk when he worked at Sony 15 years before, it notably failed to publicize, to either UMG employees or the media, the fact that the investigation yielded no evidence whatsoever to support Coopersmith's claims. In other words, UMG was quick to pillory Mr. Walk in the public eye, and content to see his life and career and destroyed.

### C. Walk Retains the Defendants, Who Fail To Advise Him That UMG Breached the Employment Agreement and That He Had Strong Defenses

42. Faced with this character assassination from his own employer, on February 8, 2018, Mr. Walk retained Kasowitz and the Kasowitz Firm to represent him in his dispute with UMG. Based on the Defendants' reputation for being aggressive litigators for high-profile clients, Mr. Walk believed he was in the hands of counsel of who would advise him regarding the best course of action to pursue his claims against UMG. This turned out not to be the case.

43. Mr. Walk was explicit with his attorneys that his goal was to clear his name, and that UMG needed to publicize the fact that it has investigated the allegations against Mr. Walk and found no evidence of sexual misconduct. The Defendants and Mr. Walk reasonably assumed this to be true, because when pressed UMG could not cite any credible evidence to support the Coopersmith allegations or anything else. But absent this admission, Mr. Walk would remain under a cloud of suspicion for the rest of his career, based on UMG's publication and repetition of Coopersmith's claims, which is of course what UMG had intended all along.

44. However, despite Mr. Walk's instruction, Defendants pressed him to enter into a quick settlement with UMG in order to avoid further publicity.

45. Incredibly, despite having access to UMG's policies and billing Walk for seven (7) hours' worth of attorney time for their review of such policies, at **no point** during their representation of Walk did Defendants inform Walk that UMG had materially breached the Employment Agreement by (1) threatening to fire him for cause for conduct that did not occur while he was at Republic (and thus breaching Sections 4(b) and (g)), and by (2) violating its Policy Against Discrimination and Sexual Harassment by (a) publicizing the allegations of sexual harassment against Mr. Walk (in violation of Section 5(h)), and (b) failing to conduct an adequate investigation of them (a separate breach of Section 5(h)). In so doing, Defendants fell below the standard of care in the legal community.

46. As a result, Walk was never advised that he possessed defenses to UMG's wrongful claims that he was in breach of the Employment Agreement and that in fact he was the one with meritorious breach of contract claims against UMG that [redacted]. Had Mr. Walk been so advised, he never would have settled with UMG.

47. Indeed, not only did Defendants fail to advise Mr. Walk that UMG had materially breached the Employment Agreement and that it could not fire him for cause, but Defendants failed to assert this claim in any correspondence with UMG while negotiating a settlement for Walk in February and March 2018.

48. In fact, Kasowitz himself wrote only two letters to UMG, one dated February 16, 2018 and the other February 26, 2018 (attached hereto as Exhibit 3) and neither of them even referenced the terms of his Agreement or any breach thereof.

49. As related to Mr. Walk, Kasowitz spoke with the general counsel of UMG and was simply told that he had two letters in his hand; one was firing Mr. Walk for cause, and the

other was allowing him to resign and that it was up to Mr. Walk to choose. The Defendants barely pushed back at this. The UMG general counsel also told them that he had a report concerning its alleged investigation, but would not show it to them. As discussed above, given the earlier statements made by UMG to Defendants, it was clear that the investigation had yielded nothing. But, incredibly, the Defendants accepted the refusal to show them the "report" at face value, even though, based on what Defendant knew, the reference to it was likely a bluff to force Mr. Walk to quietly resign under false pretenses. Defendants also knew thatUMG's refusal to disclose the supposed report violated its contractual promise to conduct a "thorough and objective investigation" and to allow Mr. Walk "to be heard." Indeed, how could he present his case (assuming the investigation even yielded anything for him to respond to) if he was not being told what he was being accused of?

50. From what little was revealed to him, Kasowitz did know that UMG could not threaten to fire his client for cause. The principal information given to Kasowitz by UMG consisted of the Coopersmith allegations. Reading Section 4(b) of the Employment Agreement, Kasowitz understood that remote events preceding his time at UMG, could not be "cause" as that term was defined in the Agreement. And, threatening to take away Mr. Walk's responsibilities and salary without adequate justification was a breach of Section 4(g). Thus, Kasowitz knew that the threat to withhold an already earned bonus if Walk did not quietly depart was specious and actionable.

51. Kasowitz also knew that the precatory word "endeavor" in the Policy regarding UMG's obligation to keep its investigation confidential did not shield it from a claim of breach. Under New York law, "endeavor" did not mean that it was up to UMG's sole discretion as to whether to protect Mr. Walk's right to confidentiality, but that it had to use objectively

reasonable efforts to do so. Kasowitz should have known that by any standard, UMG's blaring these allegations throughout the Company was not reasonable. It was objectively unreasonable and unprecedented for UMG to disseminate a company-wide email bringing to attention allegations from almost 20 years before (that took place at another company) to every potential witness. There was no urgency. There was no one in danger. UMG could have simply spoken to employees that Mr. Walk had worked with one on one. UMG did not endeavor to keep his confidentiality and privacy. Any reasonable attorney would have understood this.

52. Indeed, simultaneously blaring to every witness possible the exact nature of the allegations, and thus tainting all of these witnesses was contrary to a fair investigation and does not comply with proper practices, in violation of Section 5(h).

53. UMG's own history shows that it did know how to maintain confidentiality and conduct a proper investigation. Mr. Walk is aware of prior instances in which other UMG employees had been accused of and fired for sexual harassment, but the allegations and disciplinary actions taken against such employees were kept quiet. UMG treated Mr. Walk differently than others who were actually accused of and fired for sexual harassment at UMG.

54. Kasowitz knew this from Mr. Walk, and as Kasowitz would also have known, UMG's marked departure from its prior strict adherence to its policy evidenced bad-faith and thus constituted a material breach of the covenant of good faith and fair dealing, which New York law implied into the Employment Agreement.

55. In failing to recognize the legal significance to Mr. Walk of all of these facts and the clear breaches by UMG of Sections 4 and 5 of the Employment Agreement and of the implied covenant, Defendants fell below the standard of care in the legal community.

56. Against the specific instruction of Mr. Walk, the Defendants advised him to enter into a settlement agreement with UMG that [redacted] This was an absolute deal-breaker for Mr. Walk, and he was firmly against entering into the settlement agreement. It was only after Defendants forcefully insisted that Mr. Walk sign the settlement agreement and advised him that he had no other viable options that Mr. Walk was effectively compelled to enter into the agreement with UMG on March 27, 2018. Had Defendants informed Mr. Walk that he possessed strong defenses to any attempt to fire him for cause and strong affirmative claims against UMG, Mr. Walk never would have entered into the settlement agreement with UMG.

57. [redacted], due to the damage to his professional reputation and loss of career opportunities, and this was solely due to the professional negligence of the Defendants.

**FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR LEGAL MALPRACTICE**

58. Mr. Walk repeats and re-alleges each of the allegations of the Complaint as if fully set forth herein.

59. As set forth above, Plaintiff retained Defendants to represent him as his attorney in connection with his dispute with UMG.

60. The Defendants held themselves out to the general public, and specifically to Mr. Walk, as being possessed of the skill and knowledge of the profession and practice of law.

61. It was the duty of the Defendants, their servants, agents and/or employees to keep Mr. Walk informed as to the progress of the dispute with UMG and advise in such a manner so as to keep Mr. Walk accurately informed as to the progress of the UMG dispute and any failures with relation thereto.

62. It was the duty of the Defendants, their servants, agents and/or employees to competently represent Mr. Walk in accordance with the standards and practices within the State of New York.

63. The Defendants, their servants, agents and/or employees owed Mr. Walk a duty of care in that the Defendants should possess the ordinary and reasonable skill, diligence and knowledge of a reasonable attorney in accordance with the standards and practices within the State of New York necessary to fully attend to, and protect, the interests of Mr. Walk.

64. As set forth herein above, the Defendants, their servants, agents, and/or employees, failed in their respective aforementioned duties to competently represent Mr. Walk in accordance with the standards and practices within the State of New York.

65. As set forth herein above, the Defendants, their servants, agents, and/or employees, breached their duty of care owed to Mr. Walk by failing to exhibit the aforementioned reasonable levels of skill, diligence and knowledge during their representation of Mr. Walk with regard to the UMG dispute.

66. As set forth herein above, the Defendants, their servants, agents, and/or employees were negligent, reckless and careless in their representation of Walk within the UMG dispute by, *inter alia*: (a) failing to assert claims against UMG, which caused significant damages to Mr. Walk; (b) failing to realize, know and/or understand that UMG had violated its Policy Against Discrimination and Sexual Harassment and that Mr. Walk could not be

terminated for cause; (c) failing to realize, know and/or understand that Defendants failed to properly assert claims against UMG; (d) failing to inform Walk that Defendants had failed to assert claims against UMG, all the while falsely representing to Walk that it was in his best interest to settle the UMG dispute; (e) compelling Mr. Walk to accept [redacted] due to the professional negligence of the Defendants; and (f) failing to provide Mr. Walk with competent, qualified, professional explanation, advice, representation and/or services after billing and being paid by Walk approximately one hundred seventy six thousand three hundred twenty-one dollars and twenty-eight cents ($176,321.28) in attorney's fees.

67. Mr. Walk's defenses to termination and his claims against UMG were good and meritorious and UMG would have prevailed in an arbitration against UMG but for the legal malpractice and professional negligence of Defendants.

68. Defendants' departure from the standard of care, skill and diligence commonly possessed and exercised by a member of the legal community was the proximate cause of substantial financial losses sustained by Mr. Walk, and Mr. Walk incurred substantial damages as a direct and proximate result of the Defendants' actions and inactions as described herein.

69. Over the course of the UMG dispute, Mr. Walk paid Defendants approximately one hundred seventy-six thousand three hundred twenty-one dollars and twenty-eight cents ($176,321.28) in attorney's fees for representation within the UMG dispute that turned out to be incompetent, careless and professionally negligent. As such, Mr. Walk is entitled to repayment of these fees from Defendants.

70. As a direct and proximate result of Defendants' professional negligence and legal malpractice as set forth herein above, Mr. Walk has suffered compensatory damages in an amount to be proven at trial, but not less than sixty million dollars ($60,000,000) (a reasonable

calculation of what he would have made over the remaining years of his career), plus interest, costs and attorney's fees.

**WHEREFORE**, Plaintiff Charlie Walk respectfully requests:

A. On the First Cause of Action, for compensatory damages in amounts to be proven at trial, plus repayment of attorney's fees paid in the UMG dispute in amounts to be proven at trial but expected to be not less than $60,176,321.28 together with interest, costs, expenses, and attorney fees.

B. Such other and further relief that the Court may deem fair and appropriate.

Dated: New York, New York
March 24, 2021

**SCHLAM STONE & DOLAN LLP**

By: /s/ Jeffrey M. Eilender
Jeffrey M. Eilender
Erik S. Groothuis
Michael Brodlieb
26 Broadway
New York, NY 10004
Telephone: (212) 344-5400
Facsimile: (212) 344-7677

**FREEDMAN + TAITELMAN LLP**

Bryan J. Freedman, Esq.
(*pro hac vice* admission pending)
1801 Century Park West, Fifth Floor
Los Angeles, California 90067
Telephone: (310) 201-0005
Facsimile: (310) 201-0045
Email: bfreedman@ftllp.com

*Attorneys for Plaintiff Charlie Walk*