

Cozen O'Connor Team Secures Dismissal of Contract Claims Against Concert Promoter Client

Friday, April 26, 2013

Robert Hayes, Jordan Fox, and Rebecca Brodey were successful in persuading the U.S. District Court for the Eastern District of Virginia to dismiss Grammy nominated rapper Wiz Khalifa's claim that our concert promoter client breached a promotional agreement by cancelling a Washington area concert. In an action garnering significant entertainment news press coverage, Khalifa claimed more than a million dollars in damages, demanding payment of the guarantee he was supposedly due under the contract and reimbursement for the harm he claimed his reputation sustained from the cancellation. The Cozen O'Connor team moved to dismiss on the grounds that the promotional contract was never signed and, therefore, was not binding.

The court dismissed on that basis because the form of contract expressly provided that the parties would not be bound until it was executed. Applying Virginia law, the court held that this provision created a strong presumption that execution was required for the parties to be bound. It found Khalifa's allegations that the parties agreed to all the material terms of the promotional agreement and that the client had advertised, marketed and put the concert on sale insufficient to create a triable issue to rebut this presumption, particularly where Khalifa failed to plead that he protested when the client failed to take other action, notably paying part of the guarantee in advance, that would have been required under the contract.

The Cozen O'Connor team was led by Hayes and included lawyers from both Philadelphia and Washington, D.C.



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