

**NEW YORK STATE SUPREME COURT
NEW YORK COUNTY**

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JAN A. ROEG,	:	
	:	
Plaintiff,	:	Index No.
	:	
v.	:	
	:	<u>COMPLAINT</u>
ATLANTIC RECORDS GROUP d/b/a	:	
ATLANTIC RECORDS, ESTATE OF AHMET	:	
ERTEGUN and IOANA MARIA BANU	:	<u>Jury Trial Demanded</u>
ERTEGUN, METIN NEGRIN, and LINDA	:	
WACHNER, in their professional capacity as	:	
Trustees of the Estate of Ahmet Ertegun,	:	
	:	
Defendants.	:	
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Plaintiff Jan A. Roeg (“Plaintiff” or “Ms. Roeg”) by and through her attorneys, Wigdor LLP, as and for her Complaint against Defendants Atlantic Records Group d/b/a Atlantic Records (“Atlantic,” the “Company” or “Label”), the Estate of Ahmet Ertegun (the co-founder and former CEO of Atlantic) (the “Estate”), Ioana Maria Banu Ertegun, Metin Negrin, and Linda Wachner as the Trustees of the Estate of Ahmet Ertegun, who passed away in December 2006, (hereinafter, together, the “Trustees”) (Atlantic Records, Estate of Ahmet Ertegun, and the Trustees hereinafter are referred to collectively as the “Defendants”) alleges as follows:

PRELIMINARY STATEMENT

1. “Sex, drugs, and Rock n’ Roll” was a cliché and rallying cry for decades in the music industry of the 1970s, ‘80s and into the 1990s. The permissive “boys will be boys” attitude that prevailed at companies such as Atlantic Records was not just about having harmless fun, however. Instead, it gave license to powerful figures like Atlantic Records co-founder and CEO Ahmet Ertegun to physically and sexually abuse women with impunity, with no fear of

repercussions or opposition from the people who depended on his company for their livelihood and lifestyle.

2. Ms. Roeg started working with Atlantic in the early 1980s as a talent “finder” and manager, and her connection with the Label lasted for decades, into the 2000s.

3. Ms. Roeg first met Ahmet Ertegun in or around 1983 at Atlantic’s offices in Manhattan to discuss signing a musician she was representing. This meeting ended with Mr. Ertegun sexually assaulting Ms. Roeg by putting his hand up her skirt without her consent, with the incident being interrupted by people appearing outside Ertegun’s office. Soon after that, Mr. Ertegun again violently sexually assaulted Ms. Roeg at his Upper East Side home during an evening that had begun with dinner with several industry insiders, which ostensibly was supposed to be about establishing a business relationship.

4. Days after this second attack, Mr. Ertegun made it clear to Ms. Roeg that she had to “get to know” him in order to maintain her place (and that of her artists) at Atlantic. That is, women who wanted to do business with Atlantic had to play along with Mr. Ertegun’s sexual desires, and could not rock the boat with a complaint or lawsuit. And Mr. Ertegun now held the fate of Ms. Roeg’s artists, including the first one who was signed by the Label, as well as her own career, in his hands. Atlantic’s management knew about Mr. Ertegun’s conduct, and his obsessive sexual pursuit of Ms. Roeg, which was characterized by volcanic eruptions of anger in the office, was obvious to all at the Label.

5. Mr. Ertegun’s abusive sexual conduct continued for years and even decades, with Mr. Ertegun sexually assaulting Ms. Roeg in a car in New York with other women in the vehicle, as well as during a business trip in Miami and another trip to Mexico. Ms. Roeg also found Mr. Ertegun openly masturbating in his office at least twice when he knew she was entering for a

meeting with him. Ms. Roeg frequently had to flee or storm out of Mr. Ertegun's office due to his misconduct, and the disheveled state of various other women who left his office over the years also made it obvious that he was engaging in inappropriate sexual activity on Atlantic's premises.

6. Atlantic's top executives and other management had ample opportunities to observe Mr. Ertegun's drunken, abusive conduct and hateful attitude towards women, including in Company meetings in which he would openly brag about and recount in detail sexually exploitative escapades he engaged in backstage at concerts and the like. Atlantic also is known to have regularly paid money to women accusing Mr. Ertegun of sexual misconduct, both before and after his abuse of Ms. Roeg had begun.

7. Ms. Roeg and other women in Mr. Ertegun's and Atlantic's orbit tried to take precautions to protect themselves while in those offices and on business trips for Atlantic. Ms. Roeg would "hold onto her skirt," in her words, while on Atlantic's premises, and took to wearing long, ankle-length skirts when visiting the Label's offices.

8. Atlantic, however, did not act to protect Ms. Roeg or its other female employees, business partners, and other women who crossed paths with Mr. Ertegun in the course of doing business with the Label, whether by reining in and disciplining Mr. Ertegun himself, or putting in place training or other measures to prevent or impose consequences for misconduct such as sexual assaults and harassment.

9. Mr. Ertegun died in 2006, and his Estate's trusts and assets are managed by the Trustees named in this action. Now, Mr. Ertegun, through his Estate and its Trustees, and Atlantic Records can be held accountable, as society better understands the trauma of sexual

assault and abuse, and claims for such misconduct have been re-established under the New York Adult Survivors Act.

JURISDICTION AND VENUE

10. The Court has jurisdiction over this matter pursuant to Civil Practice Law and Rules (“CPLR”) § 301, because Plaintiff and Trustees reside in New York.

11. Venue is proper in this Court pursuant to CPLR § 503(b). The New York County Surrogates Court has jurisdiction over the trusts set up by the late Ahmet Ertegun, through his will and/or other instruments. Trustees are deemed a resident of the county of their appointment for the purposes of venue, thus New York Supreme Court is the proper venue for this matter.

PARTIES

12. Plaintiff Ms. Roeg is a woman who worked with Atlantic Records and Ahmet Ertegun as a talent manager from the early 1980s well into the 1990s. She is a resident of the state of New York.

13. Defendant Atlantic Records (Atlantic Records Group, formerly Atlantic Recording Corporation) is a Delaware corporation authorized to do business in the states of New York and California, with offices in New York, New York and Los Angeles, California.

14. Defendant the Estate of Ahmet Ertegun is domiciled in New York County. Mr. Ertegun died in 2006. The Estate includes, but is not limited to, the Family Trust under Article VI(A) of the Last Will and Testament of Ahmet Ertegun, the GST/Marital Trust under Article VI(B) of said Will, and the Residuary Marital and the Residuary Non-QTIP Trusts under Article VI(B) of said Will.

15. Defendant Ioana Maria Banu Ertegun is a resident of the State of New York, and on information and belief also is a resident of the state of New York in her capacity as trustee of the Estate of Ahmet Ertegun.

16. Defendant Metin Negrin, in his capacity as trustee of the Estate of Ahmet Ertegun is, on information and belief, a resident of the State of New York.

17. Defendant Linda Wachner is a resident of the State of New York, and on information and belief also is a resident of the state of New York in her capacity as trustee of the Estate of Ahmet Ertegun.

FACTUAL ALLEGATIONS

I. MS. ROEG'S TIES TO ATLANTIC RECORDS

18. Ms. Roeg has had an impressive and well-known career managing musicians and facilitating their relationship with recording labels, first and foremost Atlantic Records. She signed numerous high-profile artists to management and recording agreements, and also signed recording contracts with Atlantic for her artists. Her high-profile artists and groups included Lynyrd Skynyrd, Johnny Van Zant, Bad Company, Robert Matarazzo (aka Natasha's Brother), Devonsquare, and many others.

19. By September 1, 1984, Ms. Roeg had a written contract with Atlantic to work with Atlantic as a commission and royalty-based "finder" of recording artists, whom she would introduce to Atlantic's executives for the purpose of signing new talent to the Label. By letter from Atlantic to Ms. Roeg dated April 7, 1988, Atlantic acknowledged the list of recording artists that had by that date been introduced by Ms. Roeg, and which were subject to the commission and royalty arrangement set forth under the September 1, 1984 agreement.

20. Ms. Roeg worked with Atlantic for many years, until the mid-2000s.

21. In addition to Mr. Ertegun, with whom she stopped working directly in or around 2003, Ms. Roeg worked closely with other Atlantic executives and employees, including in the Promotion, Publicity, Radio, Marketing and other departments.

22. Atlantic executives and employees were aware of and observed on many occasions Mr. Ertegun's disturbing and often violent fixation on Ms. Roeg, particularly in a personal and sexual sense. Ms. Roeg learned over the years working with Atlantic that the Company frequently paid money, often in the form of cash or a personal check, to women alleging sexual misconduct (as well as compromising sexual conduct) on the part of Mr. Ertegun. Mr. Ertegun's sexual misconduct towards and predatory treatment of women was well known at Atlantic among his peers at the Label and his staff, and Ms. Roeg was far from the first target of his repeated sexual misconduct known to Atlantic.

II. MR. ERTEGUN'S MULTIPLE SEXUAL ASSAULTS ON MS. ROEG AND SUSTAINED SEXUAL MISCONDUCT

23. From the start of Ms. Roeg's working relationship with Atlantic, she dealt with horrific physical assault and abusive treatment by Mr. Ertegun. The very first time Ms. Roeg and Mr. Ertegun met, in or around 1983, he sexually assaulted her.

24. She could not have known that this was standard conduct by Mr. Ertegun, and it was only the beginning of years of sexual assault and an obsessive sexual pursuit of Ms. Roeg by him.

25. Ms. Roeg met with Mr. Ertegun at the Label's offices to discuss Atlantic signing Casper McCloud, a music artist she was managing. She was sitting with Mr. Ertegun in his office and playing the performer's music for him when one of her contact lenses popped out of her eye. She apologized and explained that she had to search for it on the floor.

26. With Ms. Roeg on the floor, and unaware of what he was doing, Mr. Ertegun stepped behind her and suddenly reached with his hand up her skirt, touching her backside and upper thigh close to her vaginal area. Ms. Roeg was shocked and yelled, “Whoa!” Mr. Ertegun said something to the effect of, “You have very nice legs” and “You’re a very good-looking woman.” Ms. Roeg quickly tried to get away from Mr. Ertegun, scooting away from him.

27. Suddenly, Doug Morris, another member of Atlantic’s top management, appeared in the entry of the office, asking, “What the hell is going on?” and saying, “We’ve got to start this meeting now,” reminding Mr. Ertegun that they were supposed to have a meeting with a major artist at that time.

28. Soon after this disturbing sexual assault, Ms. Roeg received a call from Mr. Ertegun’s assistant, and a dinner was arranged with him and two other Atlantic executives, Earl McGrath and Noreen Woods, as well as with famed talent agent Irving “Swift” Lazar and his friend Elizabeth Ray. At dinner (which Ms. Roeg believes was at a restaurant called Tse-Yang), Mr. Ertegun had approximately four to six vodka tonics.

29. Ms. Roeg would learn that this was part of Mr. Ertegun’s habitual pattern of conduct, as in the future she frequently had to throw his hand off of her when he would try to grope her body after getting drunk, even while others were present (and she typically insisted that others were with them, in an effort to protect herself and to let him know to stop his advances).

30. After that dinner, Mr. Ertegun proposed that he and Ms. Roeg go to a club called Tramps located on the Upper West Side of Manhattan. However, on the way Mr. Ertegun said that they needed to stop at his home at 121 East 81st Street to get and/or do cocaine.

31. Ms. Roeg declined to take any drugs, but accepted a white wine when he insisted that she stay with him at his place for a moment. This exchange was occurring after a dinner with a man who controlled the fate of her career, as well as that of a musician she was pitching to be signed by Atlantic Records, and Ms. Roeg took her commitment to her artists seriously.

32. While Ms. Roeg and Ahmet Ertegun were listening to music in his apartment, Mr. Ertegun started putting his hand on Ms. Roeg's knee. Ms. Roeg moved his hand off of her knee and legs and said, "No, please. Let's finish and go to the club." Mr. Ertegun continued to try to touch her. Ms. Roeg stood up and said she had to go to the bathroom. When she came out, she found Mr. Ertegun masturbating, with his zipper pulled down and his penis out of his pants. At one point, he said, "Can you show me your tits?," and Ms. Roeg replied in disgust, "What??"

33. Ms. Roeg was horrified and said immediately that since they were not going to the club, she was leaving. Mr. Ertegun stood up and said, "Please don't leave. Wait a minute." Mr. Ertegun roughly grabbed Ms. Roeg and slammed her upright against a wall, forcibly pressing his body up against hers, and continued masturbating up against her, soiling her shirt.

34. Ms. Roeg was in utter shock and disbelief, and struggled to slip away, saying over and over that "I've got to go, I live with somebody!" Ms. Roeg was finally able to get free and fled the apartment to go home. That night and over the next day, Mr. Ertegun called Ms. Roeg's home phone approximately 20 times or more.

35. When Ms. Roeg summoned the courage and calm to talk with him, Mr. Ertegun said to her, "It's necessary for you to play ball with us, come down to the office." When Ms. Roeg was sent into Mr. Ertegun's office for the second time, he was masturbating openly, as he knew that she was coming into his office at that moment. Ms. Roeg was horrified and was about to leave when Mr. Ertegun stopped what he was doing and said, "You have to understand, you

have to get to know us.” “What do you mean?,” she said in response, working to keep her composure in the moment. “You figure it out,” he replied.

36. Ms. Roeg was disgusted and scared by these comments made by Mr. Ertegun, yet felt that she had no choice but to continue working with Atlantic and Mr. Ertegun because her recording artist Casper McCloud was depending on her, and because she much of an investor’s life savings was at risk in getting McCloud to the point of a record deal.

37. The signing by Atlantic of Ms. Roeg’s performer, Casper McCloud, started a decades-long business relationship between Ms. Roeg and Atlantic that was characterized by Mr. Ertegun’s often frightening and increasingly sexually obsessive and abusive behavior towards Ms. Roeg.

38. Mr. Ertegun became more sexually and physically aggressive with Ms. Roeg after his Label signed her artist, Casper McCloud, and agreed to release his album, no doubt because Mr. Ertegun saw her as “owing” him her sexual compliance. He made it clear to her that she had to be seen in public with him and go out to places with him if her artists were to be signed and successful at Atlantic.

39. Mr. Ertegun also made it a habit to show up at Ms. Roeg’s home at all hours of the day and night unannounced. Ms. Roeg’s live-in, committed relationship of approximately nine years with her boyfriend ended in 1984 specifically because of Mr. Ertegun’s incessant sexual advances and harassment of Ms. Roeg. Mr. Ertegun’s assistant and other employees would dread it when Ms. Roeg would come to the office for a meeting with him, as his behavior invariably would become especially erratic on those occasions.

40. Mr. Ertegun nearly always would sexually proposition Ms. Roeg and/or engage in other harassing conduct (such as show her nude photographs), which would lead to Ms. Roeg striding out of Mr. Ertegun's office, sometimes flinging the door open or slamming it behind her.

41. After Ms. Roeg would leave, Mr. Ertegun would terrorize his staff by going into a nasty mood or funk and demanding that they find Ms. Roeg. These fits of rage and obsession by Mr. Ertegun could take up the rest of the day for these employees. For years, this conduct continued—with Ms. Roeg's income and artists' careers in the balance.

42. Due to Ms. Roeg's repeated rejection of and objections to Mr. Ertegun's sexual advances and assaults, Mr. Ertegun retaliated against Ms. Roeg by withholding payments owed to her by Atlantic under her September, 1984 agreement, which entitled her to royalties and other amounts that never were paid.

43. Mr. Ertegun retaliated against Ms. Roeg in other ways as well, including by refusing to amend her September, 1984 agreement to formally confirm the one-half percent royalty that Mr. Ertegun had agreed Atlantic would pay to Ms. Roeg on all sales from the country music label that Ms. Roeg helped create for Atlantic.¹

44. It was open and clear to all in Atlantic's offices, including executive personnel, that Mr. Ertegun was engaging in regular sexual harassment of Ms. Roeg of a virulent variety, as this happened on many occasions. Yet, no one in Atlantic's management or administration or on Atlantic's Board of Directors did anything to stop it, did anything to address Mr. Ertegun's open and notorious behavior, or did anything to protect Ms. Roeg from his conduct.

¹ On a plane ride from Nashville to New York with two other Atlantic employees and Ms. Roeg's business associate Joe Boyland, Mr. Ertegun had agreed to pay Ms. Roeg a royalty of a half-percent of all sales from the country music label that Ms. Roeg helped create for Atlantic.

45. In the late 1980s, Ms. Roeg began to travel for business with representatives of Atlantic, including Mr. Ertegun, to check out music groups and performers for the Label. However, Ms. Roeg insisted that others be present during these trips, and she felt safer traveling with him during this time because Mr. Ertegun's physical attention would generally be directed at the various other women whom the married Mr. Ertegun typically brought along on such trips (which conduct also was observed by Atlantic management and personnel).

46. Yet, Mr. Ertegun's abusive conduct towards Ms. Roeg continued, and included his use of filthy and hateful language towards her on countless occasions, as well as continued, frequent sexual overtures and demands.

47. Mr. Ertegun's persistent physical sexual harassment continued for years, and in or around 1994 or 1995 (shortly before Doug Morris left the Company), Ms. Roeg was admitted into Mr. Ertegun's office to find him again masturbating in front of her.

48. "I didn't come in for that," Ms. Roeg declared, before immediately leaving and slamming the door behind her, in full view of everyone outside Mr. Ertegun's office. Again, Mr. Ertegun called her phone over and over, but Ms. Roeg would not pick up.

49. In at least two other sickening incidents, Mr. Ertegun grabbed Ms. Roeg and tried to force her head and neck down towards and onto his crotch with his pants open and penis out and exposed, using physical force in attempts to coerce her to perform oral sex on him.

50. One of these harrowing incidents occurred in Miami at the time of a WEA or Atlantic convention after Mr. Ertegun had urinated on the outside of the car he was riding in with Ms. Roeg. Another assault in which Mr. Ertegun tried to force her to perform oral sex on him happened in the early 1990s in New York in a car with two other women present.

51. Both times, the force exerted by Mr. Ertegun in grabbing Ms. Roeg's hair, neck and/or head and pulling or pushing her downwards caused her to have head and neck pain as a result.

52. This conduct constituted sexual assault and was of a kind routinely observed and reported to Atlantic's management regarding Mr. Ertegun, as Atlantic was confronted during the same period of Ms. Roeg's affiliation with the Label by numerous women accusing Mr. Ertegun of inappropriate sexual conduct who sought and obtained settlements and/or cash payments, and signed confidentiality and non-disclosure agreements.

53. Mr. Ertegun's misogynistic conduct was open and notorious, at times occurring in public, with other people around and even attracting the attention of authorities. On one occasion during a flight to Mexico in or around 1986, Mr. Ertegun snapped at Ms. Roeg and called her "cunty-poo" when she tried to defuse a confrontation between Mr. Ertegun and a flight attendant. Upon having Mr. Ertegun turn his wrath on her, Ms. Roeg hid in a bathroom outside first class as Mr. Ertegun repeatedly screamed, "Where are you, cunty-poo?," and forcing her to seek shelter with the flight attendants. Mr. Ertegun caused such a disturbance on the plane that the pilot was alerted and police were waiting for the flight upon its arrival in Mexico. Mr. Ertegun continued to call Ms. Roeg "cunty-poo" on other occasions during the trip.

54. Two or three days later on the same trip, Ms. Roeg was staying in a two-floor multi-room hotel suite in which she had her own room (Mr. Ertegun also had his own room, as did his girlfriend, and older brother, Nesuhi Ertegun). In the middle of the night Mr. Ertegun came into Ms. Roeg's room while she was sleeping. When he entered, Ms. Roeg woke up, and could smell a heavy scent of alcohol coming from Mr. Ertegun. Ms. Roeg hoped that if she did not move and kept her eyes closed to play at sleeping, he would leave. Instead, Mr. Ertegun

jumped onto her bed, saying, “Are you awake, cunt-poo?” He then jumped onto Ms. Roeg, reached his hand down and rectally and vaginally penetrated her with his fingers, causing rectal pain for several days thereafter.

55. Ms. Roeg instantly started screaming and cursing, leapt away from Mr. Ertegun and yelled with fury. Mr. Ertegun’s brother Nesuhi soon came over and Ms. Roeg said that she was leaving and told him that Mr. Ertegun had come into her room. Ms. Roeg slept in another part of the suite and Mr. Ertegun did not approach her again.

56. Mr. Ertegun’s abuse of Ms. Roeg also took the form of Mr. Ertegun regularly trying to intoxicate Ms. Roeg or have her use drugs to cause her to become sexually pliable. In one particular incident, this behavior reached an extreme. In or about 1990, when Ms. Roeg was dining together with Mr. Ertegun, Aiden Cosgrove (the manager of a Dublin rock band, An Emotional Fish), and two other women at Elaine’s, a well-known bar and restaurant in New York City popular with celebrities, Mr. Ertegun or one of his companions drugged Ms. Roeg’s drink. Ms. Roeg went into the bathroom of the restaurant, feeling ill, and collapsed between a toilet and the bathroom wall. Ms. Roeg was incapacitated and rushed to the hospital, where she had her stomach pumped.

57. Ms. Roeg was utterly devastated and severely harmed by each occurrence and this constant abuse, and often questioned how she could ever escape the situation given the power of Mr. Ertegun and the hold he had over the various people in her industry and, increasingly, her personal life as well.

58. Over time, she became depressed, experienced bouts of bulimia, and even became suicidal, coming close to suicide on at least two separate occasions. Her extreme distress

required her to seek medical care and was prescribed and started taking anti-depressant medication for the first time in her life, and she still takes such medication to this day.

59. Mr. Ertegun used his economic power over Ms. Roeg to dissuade her from breaking off from her connection to Atlantic and, by proxy, his abusive behavior. Ms. Roeg was never paid the significant royalties and other amounts to which she was contractually entitled under her agreements with Atlantic. By withholding these payments to Ms. Roeg, and by withholding the amendment to the September 1984 agreement (to include the one-half percent royalty from Atlantic's country music label), which he no doubt did due to her resistance to his sexual assaults and advances, Mr. Ertegun was able to exercise more control and demonstrate his power over Ms. Roeg.

60. Although Ms. Roeg has at times been referred to by Mr. Ertegun and others (including by former Ertegun assistant Dorothy Carvello, in her book), as Mr. Ertegun's "girlfriend," at no time did Ms. Roeg engage in any consensual intimate or sexual activity with Mr. Ertegun.

61. Mr. Ertegun was infatuated with Ms. Roeg for years although Mr. Ertegun was married to Mrs. Ertegun, and Ms. Roeg was herself in a committed relationship or married at nearly all relevant times.

62. False references by Mr. Ertegun to Ms. Roeg and his cultivation of her reputation as Mr. Ertegun's "girl" and an Atlantic "property" stunted her career in the music business, as she was seen by other labels as someone loyal only to Atlantic and also were reluctant to cross Mr. Ertegun. Mr. Ertegun made it clear to Ms. Roeg that no label was going to talk to her, as a result.

63. Mr. Ertegun also coerced Ms. Roeg into not working with any label other than Atlantic, as Mr. Ertegun's possessive control over her meant that her artists at Atlantic would suffer if she were to leave.

64. Through even the mid-2000s, Mr. Ertegun was determined to possess Ms. Roeg sexually and assert his power over her. At an Atlantic Records reunion party at the Hard Rock Hotel in Las Vegas on or around November 16, 2005, Ms. Roeg saw Mr. Ertegun and, though she was on edge about what would occur, she did not completely avoid or refuse to speak with him.

65. True to form, Mr. Ertegun tried to grope Ms. Roeg and made a sexually inappropriate demand to her, with a strong smell of alcohol coming from him. Mr. Ertegun also told a former assistant of his to tell another woman at the party to come over to him to give him a blowjob.

66. Approximately one year later, at the end of September or beginning of October, 2006, shortly before his death, Mr. Ertegun called Ms. Roeg and asked her to come to his home, and to wear a cocktail dress. Ms. Roeg refused to comply until Mr. Ertegun promised that there were music business people and others already there, and that he was not sexually propositioning her. At the meeting, Mr. Ertegun offered Ms. Roeg an executive position at Atlantic, purportedly as a way of partially making up to Ms. Roeg the monies that he acknowledged were owed and had not been paid to her by Atlantic. While a salaried executive position would normally have been attractive to Ms. Roeg, she rejected this offer out of hand, because the value of a salaried executive position at Atlantic paled by comparison to the tremendous suffering she endured at Mr. Ertegun's hands at Atlantic and the value of decades of missed payments and percentages. Mr. Ertegun and Atlantic had not lived up to their prior financial obligations and commitments to

her, and Ms. Roeg could not bear the thought of having further interactions with Mr. Ertegun and Atlantic.

67. Mr. Ertegun passed away in 2006, but the harm done to Ms. Roeg by his humiliating and painful assaults on Ms. Roeg still has not healed many years later.

68. Ms. Roeg has for decades suffered, and still suffers, severe emotional distress and harm as a result of Mr. Ertegun's sexual assaults and misconduct against her (including depression and other conditions), and continues to be treated for it.

III. ATLANTIC RECORDS' AWARENESS OF AND COMPLICITY IN AHMET ERTEGUN'S SEXUAL MISCONDUCT

69. Atlantic's management was very aware of Mr. Ertegun's outrageous and abusive sexual conduct towards female employees and business associates, including his propensity for assault. Mr. Ertegun's sexual assault upon Ms. Roeg the first time they met happened in his office at Atlantic, with others waiting for him immediately outside.

70. Mr. Ertegun already had a reputation for such misconduct at Atlantic, and the Label notoriously took a laissez faire approach to sexual misconduct, misogynistic and hostile sexual attitudes towards women, and harassment of women in its offices, with a culture of abuse that has become famous in music industry history. In fostering and allowing this conduct by Mr. Ertegun and others at the Label to continue for many years, Atlantic utterly failed to engage in training or implementation of any policies or standards that would inform employees of the Company's disapproval of and how to report such conduct, much less anything that would dissuade employees from engaging in sexual misconduct on their premises or while on business trips and dealing with business partners for the Label.

71. Indeed, Mr. Ertegun's conduct would often occur at business dinners and on trips with other Company executives. He would even brag openly in large Company meetings about

his sexual escapades with women he was not married to, including with so-called “groupies” backstage at concerts.

72. Women frequently would emerge from Mr. Ertegun’s office at the Label disheveled, clearly after having engaged in sexual activity with him in his office, and this was known to all at Atlantic. He would often loudly give sexually inappropriate and insulting, misogynistic directions to his female assistant, such as to tell women he was having over for dinner “not to wear pants.”

73. Flagrant physical harassment of female employees by Atlantic executives also was everyday business at Atlantic while Ms. Roeg worked with the Company and Mr. Ertegun. Ms. Roeg learned to “hold onto her skirt” whenever she entered Atlantic’s offices, due to Mr. Ertegun’s conduct and the conduct of other male employees who regularly took liberties and would proposition or otherwise make sexual comments to women at work. She adopted a defensive practice of wearing only long skirts to the office, at or nearly to her ankles in anticipation of warding off such behavior.

74. In one of the most high-profile accounts of the no-consequences atmosphere at the Label, Dorothy Carvello, who worked for a few years at Atlantic as Mr. Ertegun’s assistant and later as an executive, wrote a book about her experiences.

75. Included among the infuriating and criminal conduct against her and other women that was described in her book were incidents in which male Atlantic executives pulled Ms. Carvello’s skirt down in an elevator, as well as Mr. Ertegun grabbing her arm so hard in a rage after a subpar band performance that an emergency room found that he had caused a hairline fracture, and another assault where Mr. Ertegun groped her between her legs and on her breasts.

He later tried again, but Ms. Carvello resorted to wearing extra clothing to block him from touching.²

76. Of course, this is not to ignore the open sexual propositions and demands that Ms. Carvello reports were directed toward her on a constant basis, with male executives demanding sex, blowjobs on a near-daily basis, as well as the time that refusing to sit on a male executive's lap in a business meeting led to her being forced out of the Company after she filed a complaint.³ The Company allowed sexually inappropriate behavior to go completely unchecked, with at least one male employee reportedly adorning his office with sex toys.

77. On the Company's website, Atlantic pays homage to its co-founder and former CEO, Mr. Ertegun, while gingerly acknowledging his propensities: "Atlantic's success provided Ahmet with the lifestyle of a successful record executive, going from club to club, drinking and dancing well into the early hours of the morning with famous celebrities, models, writers, and musicians. ... His impact on Atlantic Records ... is measured not only by his numerous accolades and awards but by the testimony of all those who knew and loved him, those who had the privilege of working and partying with the legend himself."⁴

78. The sexual misconduct of Ahmet Ertegun, the acknowledged face of Atlantic Records, was open and notorious, yet the Label allowed and enabled it to continue for decades,

² <https://www.dailymail.co.uk/news/article-6103869/Porn-sex-toys-cocaine-hookers-boasts-manhood-size-life-inside-80s-Atlantic-Records.html> (last visited October 24, 2022); <https://www.rollingstone.com/culture/culture-features/anything-for-a-hit-dorothy-carvello-exposes-music-industry-metoo-712886/> (last visited October 24, 2022); <https://nypost.com/2018/09/02/sex-abuse-was-rampant-in-the-80s-music-industry/> (last visited October 24, 2022).

³ Id.

⁴ <https://www.atlanticrecords.com/posts/happy-birthday-ahmet-ertegun-founder-atlantic-records-18746> (last visited November 22, 2022).

imposing suffering on and hampering the careers of countless women within and outside the Company.

79. Mr. Ertegun's unlawful conduct towards Ms. Roeg was well-known throughout Atlantic, and the Label's damaging and sexually exploitative culture allowed often criminal, abusive behavior to run rampant, unchecked, and uncontrolled, without consequences for the many men who engaged in it or redress for the women at whom it was directed.

IV. TIMELINESS UNDER THE ADULT SURVIVORS ACT

80. This action is timely because it falls within CPLR 214-j and is brought during the one-year time period set forth in that section. The claims brought herein allege intentional and negligent acts and/or omission for physical, psychological and other injuries related to acts that constitute sexual offenses as defined in Article 130 of the New York Penal Law, and such acts and/or omissions were committed against the Plaintiff, Ms. Roeg when she worked with, and often directly in the course of her work with, Ahmet Ertegun and Atlantic Records.

81. Specifically, the conduct giving rise to Ms. Roeg's claims herein constitute violations of, *inter alia*, New York Penal Law, 130.52 (forcible touching) and 130.55 (sexual abuse in the third degree).

82. In the paragraphs below, when referring to Ahmet Ertegun, Plaintiff does so with the knowledge that Ioana Maria Banu Ertegun, Metin Negrin, and Linda Wachner are the named Defendants in this Complaint, and that they, as the Trustees of Mr. Ertegun's Estate, are responsible for representing his Estate in this matter.⁵

⁵ See Liveo v. Hausman, 86 N.Y.S.3d 378, 379 (N.Y. Sup. Ct. 2018) ("trustees, as representatives of the trust, act on behalf of the trust to bring legal action, and can also be sued in situations where the trust may be liable.")

83. Plaintiff reserves the right to amend and/or to add any and all trusts or other entities, persons, or other defendants or parties that may arise, be discovered, or become appropriate through the process of discovery.

FIRST CAUSE OF ACTION

(Assault/Sexual Assault)

Against the Trustees, Defendants Iona Maria "Mica" Ertegun, Metin Negrin, Linda Wachner

84. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs, as though set forth fully herein.

85. As described above, Ahmet Ertegun violently, forcibly and against Plaintiff's will and without her consent, frightened and placed her in apprehension of harm when he physically and violently sexually assaulted her on multiple occasions within the State of New York and at other times while on business for New York-based Atlantic Records.

86. Ahmet Ertegun forcibly touched and attempted and/or threatened to touch Plaintiff's intimate areas and/or touch her with his own intimate body parts, including but not limited to Plaintiff's mouth, backside, rectum, vagina, upper and inner thigh, neck, hair, torso, and breasts, and Mr. Ertegun's own penis and fingers.

87. As a result of Ahmet Ertegun's conduct, Plaintiff has suffered, and continues to suffer, harm, including physical injury, severe emotional distress, humiliation, anxiety, and other consequential damages for which she is entitled to an award of monetary damages and other relief.

88. The conduct of Ahmet Ertegun described above was willful, wanton and malicious. At all relevant times, Ahmet Ertegun acted with conscious disregard for Plaintiff's rights and feelings, acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or humiliation to Plaintiff's, and intended to cause fear,

physical injury and/or pain and suffering to Plaintiff. By virtue of the forgoing, Plaintiff is entitled to recover punitive damages.

89. This cause of action is timely under the Adult Survivors Act, N.Y. C.P.L.R. § 214-j (McKinney 2022), because it arises out of conduct perpetrated against Plaintiff, who was eighteen years of age or older at the time of the conduct, which constitutes multiple sexual offenses as defined Article 130 of the New York Penal Law (“Article 130”).

SECOND CAUSE OF ACTION
(Battery/Sexual Battery)

Against the Trustees, Defendants Iona Maria “Mica” Ertegun, Metin Negrin, Linda Wachner

90. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs, as though fully set forth herein.

91. As described above, Ahmet Ertegun violently, forcibly, and against Ms. Roeg’s will and without her consent engaged in the sexual assaults and misconduct as described above, committing multiple batteries against Plaintiff because he intentionally engaged in unlawful, intentional and offensive touching or application of force to Plaintiff’s person.

92. As a direct and proximate result of Ahmet Ertegun’s conduct, Plaintiff has suffered, and continues to suffer, physical injury, severe emotional distress, humiliation, anxiety, and other consequential damages for which she is entitled to an award of monetary damages and other relief.

93. The conduct of Ahmet Ertegun described above was willful, wanton and malicious. At all relevant times, Ahmet Ertegun acted with conscious disregard for Plaintiff’s rights, welfare, and consent, acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or humiliation to Plaintiff, and intended to cause

fear, physical injury and/or pain and suffering to Plaintiff. By virtue of the forgoing, Plaintiff is entitled to recover punitive damages.

94. This cause of action is timely under the Adult Survivors Act, N.Y. C.P.L.R. § 214-j (McKinney 2022), because it arises out of conduct perpetrated against Plaintiff, who was eighteen years of age or older at the time of the conduct, which constitutes multiple sexual offenses as defined Article 130 of the New York Penal Law (“Article 130”).

THIRD CAUSE OF ACTION
(Negligence)
Against Atlantic Records

95. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs, as though fully set forth herein.

96. Atlantic’s conduct described herein, including, but not limited to, the negligent retention, training, discipline, and/or supervision of Ahmet Ertegun, failure to provide adequate security or a safe environment, and similar failures with regard to others in management and administration at Atlantic, as well as affirmative acts covering up and empowering Mr. Ertegun to commit sexual assaults against women (including Ms. Roeg), resulted in his commission of such assaults against Plaintiff.

97. Based on prior complaints against and incidents involving Mr. Ertegun, among other reasons (including his openly obsessive and erratic behavior towards and regarding Ms. Roeg), Atlantic knew or reasonably should have known that Mr. Ertegun regularly engaged in sexual misconduct and would use his position with Atlantic to sexually pressure and commit sexual misconduct and coercive sexual abuse against Plaintiff and other women.

98. The Company’s prior and ongoing acts covering up Mr. Ertegun’s sexual misconduct, in particular with women with whom he worked, and/or over whom he had leverage

due to their commercial relations with Atlantic, and others, created a continuing risk of Mr. Ertegun engaging in similar sexual misconduct, but the Company nonetheless allowed Mr. Ertegun to have the authority, opportunities, and resources to engage in sexual misconduct with women and knew or should have known that Mr. Ertegun continued to engage in sexual misconduct and/or that Mr. Ertegun had the temptation or opportunity to engage in sexual misconduct.

99. Atlantic Records had a duty of care to properly hire, train, retain/terminate, supervise and/or discipline their employees and executives (including Mr. Ertegun himself) to avoid unreasonable harm to others or to take steps to alleviate harm caused by Ahmet Ertegun's affirmative conduct.

100. Atlantic breached their duty of care by way of their own conduct as alleged herein, including, but not limited to, terminating Mr. Ertegun's employment or taking steps to warn or otherwise reduce the risk that Mr. Ertegun posed to women and/or that he would use his position of power to continue to engage in sexual misconduct with women he had access to, due to his role as the CEO of Atlantic.

101. The burden on Atlantic to take some action to warn or otherwise reduce the risk of Mr. Ertegun's persistent sexual misconduct was slight, while the harm from Mr. Ertegun's sexual misconduct was grave and caused significant physical and mental harm on often naïve and vulnerable female employees and numerous other women working with Atlantic.

102. Atlantic also showed substantial negligence in disregarding or failing to monitor the plainly improper manner in which Mr. Ertegun and Atlantic withheld contractually owed compensation to Plaintiff based upon multiple contracts with the Label and Mr. Ertegun, including but not limited to her original "finder" agreement with the Company.

103. Atlantic knew, or was negligent or recklessly indifferent to the harm that Mr. Ertegun inflicted on Plaintiff on their premises and during Atlantic business trips and related events. Atlantic reasonably and foreseeably did know or should have known that Mr. Ertegun would inflict such harm on Plaintiff.

104. Atlantic's negligent and/or affirmative conduct in relation to Mr. Ertegun's propensity to engage in sexual misconduct towards women and Ms. Roeg in particular was a substantial factor in causing Plaintiff's harm.

105. As a direct and proximate result of Atlantic's negligent and/or affirmative conduct, and as a direct and proximate result of Atlantic turning a blind eye to the outrageously abusive, predatory sexual culture that it allowed and enabled, as described above, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional distress and anxiety, and economic harm.

106. The conduct described above by Atlantic was willful, wanton, malicious, knowingly reckless, and/or demonstrated complete disregard for its duty of care towards Ms. Roeg and other women. At all relevant times, Atlantic acted with conscious disregard of Plaintiff's rights, welfare, and consent to acts by Mr. Ertegun, and also acted with the knowledge of or with reckless disregard for the fact that its conduct was likely to cause injury and/or humiliation to Plaintiff. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from Atlantic Records.

107. This cause of action is timely under the Adult Survivors Act, N.Y. C.P.L.R. § 214-j (McKinney 2022), because it arises out of conduct perpetrated against Plaintiff, who was eighteen years of age or older at the time of the conduct, which constitutes multiple sexual offenses as defined Article 130 of the New York Penal Law ("Article 130").

FOURTH CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)
Against All Defendants

108. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as though set forth fully herein.

109. The Defendant Atlantic Records' and Ahmet Ertegun's conduct created an unreasonable risk of causing emotional distress to Plaintiff, and Atlantic and Mr. Ertegun knew or should have known that such conduct was likely to result in emotional distress that might and/or likely would cause illness or bodily harm.

110. Plaintiff's emotional distress was foreseeable to Atlantic Records and Ahmet Ertegun.

111. As a direct and proximate result of the negligent conduct of Atlantic Records and Ahmet Ertegun, Plaintiff suffered and will continue to suffer severe emotional distress.

112. Ahmet Ertegun's and Defendant Atlantic Records' conduct was wanton, malicious, willful and/or cruel, entitling Plaintiff to punitive damages.

113. This cause of action is timely under the Adult Survivors Act, N.Y. C.P.L.R. § 214-j (McKinney 2022), because it arises out of conduct perpetrated against Plaintiff, who was eighteen years of age or older at the time of the conduct, which constitutes multiple sexual offenses as defined Article 130 of the New York Penal Law ("Article 130").

FIFTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)
Against All Defendants

114. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs, as though fully set forth herein.

115. Ahmet Ertegun engaged in conduct toward Plaintiff that is extreme and outrageous so as to exceed the bounds of decency in a civilized society; namely by, *inter alia*, subjecting her to repeated sexual assaults and misconduct over the course of her relationship with Atlantic Records.

116. The violent and humiliating sexual assaults and misconduct by Mr. Ertegun, co-founder and then-CEO of Atlantic Records, was extreme and outrageous conduct that shocks the conscience.

117. By the actions described above, Atlantic Records knowingly allowed Ahmet Ertegun's conduct to continue unabated throughout Plaintiff's time with Atlantic.

118. Atlantic Records also acted directly through Mr. Ertegun in using his position and business relationship with Plaintiff and her music artists to engage in and obtain opportunities to engage in sexual misconduct, as well as by withholding contractually owed monetary payments to her, and by withholding the amended royalty agreement, to compel her to suffer continued sexual assaults and misconduct.

119. These actions were taken with intent to cause, or disregard for, the substantial probability of causing severe emotional distress.

120. As a direct and proximate result of Ahmet Ertegun's and Atlantic Records' extreme and outrageous conduct, Plaintiff has suffered severe emotional distress.

121. Ahmet Ertegun's and Defendant Atlantic Records' conduct was wanton, malicious, willful and/or cruel, entitling Plaintiff to punitive damages.

122. This cause of action is timely under the Adult Survivors Act, N.Y. C.P.L.R. § 214-j (McKinney 2022), because it arises out of conduct perpetrated against Plaintiff, who was

eighteen years of age or older at the time of the conduct, which constitutes multiple sexual offenses as defined Article 130 of the New York Penal Law (“Article 130”).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

- A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the State of New York and the City of New York;
- B. An injunction and order permanently restraining Defendants and their partners, officers, owners, officials, agents, successors, employees and/or representatives, and any and all persons acting in concert with and/or on behalf of them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;
- C. An award of damages against Defendants, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;
- D. An award of damages against Defendants, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her physical injuries, mental anguish, psychological harm, and emotional distress;
- E. An award of punitive damages and any applicable penalties (including liquidated damages) in an amount to be determined at trial;
- F. Prejudgment interest on all amounts due;
- G. An award of fees and costs that Plaintiff has incurred in this action, as well Plaintiff’s reasonable attorneys’ fees and costs to the fullest extent permitted by law; and,


H. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: November 28, 2022
New York, New York

Respectfully submitted,
WIGDOR LLP

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