

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

Index No.
Date of filing:

CYNTHIA REED, as mother and natural guardian of
JAMES J. ROSEMOND, an infant under the age of 18
years,

Plaintiffs designate New
York County as the place of
trial

Plaintiff(s), Basis of the venue is
plaintiffs' residence

-against-

SUMMONS

MARVIN BERNARD a/k/a TONY YAYO, individually
and d/b/a G-UNIT, LOWELL FLETCHER, CURTIS
JACKSON a/k/a 50 CENT, individually and d/b/a G-
UNIT, G-UNIT RECORDS, INC., INTERSCOPE
RECORDS INC., SHADY RECORDS, INC.,
UNIVERSAL MUSIC GROUP, INC., VIOLATOR
RECORDS, LLC., VIOLATOR MANAGEMENT,
CHRIS LIGHTY and JOHN DOES 1-2 ,

Plaintiff resides at
New York, New York 11105

County of New York

08105092

Defendants.

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to
serve a copy of your answer, or, if the complaint is not served with this summons, to
serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service
of this summons, exclusive of the day of service (or within 30 days after the service is
complete if this summons is not personally delivered to you within the State of
New York); and in the case of your failure to appear or answer, judgment will be taken
against you by default for the relief demanded herein.

Defendant's addresses:

Plaintiff's attorneys:

MARVIN BERNARD a/k/a TONY YAYO
140-16 159th Street
Jamaica, NY 11434-4422

LIFFLANDER & REICH LLP
1221 Avenue of the Americas
New York, New York 10020-1089
212.332.8830

LOWELL FLETCHER
c/o NY State Department of Correctional
Services
Mt. McGregor Correctional Facility
1000 Mt. McGregor Road
Wilton, NY 12831-5071
Inmate DIN #07-R-4507

FILED
APR 09 2008
COUNTY CLERK'S OFFICE
NEW YORK

CURTIS JACKSON a/k/a 50 CENT
50 Poplar Hill Drive
Farmington, CT 06032-2419

VIOLATOR RECORDS, LLC.
C/O Weil Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attn: Howard Chatzinoff

G-UNIT RECORDS INC.
3000 Marcus Ave
New Hyde Park, NY 11042

VIOLATOR MANAGEMENT
36 West 25th Street
New York, New York 10153

Theodor K. Sadlmayr, Esq.
200 Park Avenue South, Suite 1408
New York, NY 10003

INTERSCOPE RECORDS, INC.
c/o CT CORPORATION SYSTEM
111 Eighth Avenue
New York, NY 10011

CHRIS LIGHTY
Violator Management
36 West 25th Street
New York, NY 10153

SHADY RECORDS, INC.
15260 Ventura Boulevard, Suite 2100 R
Sherman Oaks, CA 91403

Theodor K. Sedlmayr, Esq.
200 Park Avenue South, Suite 1408
New York, NY 10003

UNIVERSAL MUSIC GROUP, INC.
c/o CT CORPORATION SYSTEM
111 Eighth Avenue
New York, NY 10011

Dated: New York, New York
March 27, 2008



RICHARD REICH

LIFFLANDER & REICH LLP
Attorneys for Plaintiff(s)
1221 Avenue of the Americas
New York, New York 10020-1089
(212) 332-8830

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

CYNTHIA REED, as mother and natural guardian of
JAMES J. ROSEMOND, an infant under the age of 18
years,

Plaintiff(s),

-against-

MARVIN BERNARD a/k/a TONY YAYO, individually
and d/b/a G-UNIT, LOWELL FLETCHER, CURTIS
JACKSON a/k/a 50 CENT, individually and d/b/a G-
UNIT, G-UNIT RECORDS, INC., INTERSCOPE
RECORDS INC., SHADY RECORDS, INC.,
UNIVERSAL MUSIC GROUP, INC., VIOLATOR
RECORDS, LLC., VIOLATOR MANAGEMENT,
CHRIS LIGHTY and JOHN DOES 1-2 ,

Defendants.

**VERIFIED
COMPLAINT 08105092**

Index No.:

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NEW YORK

Plaintiff(s), by their attorneys, Lifflander & Reich LLP, complaining of the
defendants herein, upon information and belief, allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION FOR
ASSAULT AND BATTERY**

1. At the time of the commencement of this action, the infant plaintiff
JAMES J. ROSEMOND was a resident of the County, City and State of New York.
2. Plaintiff CYNTHIA REED is the mother and natural guardian of the infant
plaintiff JAMES J. ROSEMOND, a child aged fifteen (15) years old.
3. This cause of action alleged herein arose in the County, City and State of
New York.

4. On March 20, 2007 and at all times hereinafter mentioned, defendant MARVIN BERNARD a/k/a TONY YAYO ("YAYO") was a resident of the State of New York.

5. Defendant MARVIN BERNANRD goes by, holds himself out, and is known as "TONY YAYO" knowing that "YAYO" is slang for cocaine.

6. Defendant LOWELL FLETCHER ("FLETCHER") is a resident of the State of New York.

7. On March 20, 2007 and at all times herein mentioned, defendant CURTIS JACKSON a/k/a 50 CENT ("50 CENT") was a resident of the State of Connecticut.

8. It has been widely reported in the media that defendant CURTIS JACKSON has taken the name 50 CENT from Kelvin Martin, the original 50 CENT, a deceased Brooklyn criminal, who allegedly robbed, extorted money and killed people, including rival drug dealers and gangsters.

9. At all times herein mentioned defendants YAYO and 50 CENT were "gangsta rappers."

10. On March 20, 2007 and at all times herein mentioned defendants YAYO and 50 CENT were members of a partnership known as G-UNIT.

11. Prior to March 20, 2007, defendant 50 CENT has committed one and/or more acts of violence while a member of G-UNIT.

12. Prior to March 20, 2007, defendant 50 CENT has committed one and/or more crimes while a member of G-UNIT.

13. Prior to March 20, 2007, defendant 50 CENT has been convicted of one and/or more crimes while a member of G-UNIT.

14. Prior to March 20, 2007, defendant YAYO has committed one and/or more acts of violence while a member of G-UNIT.

15. Prior to March 20, 2007, defendant YAYO has committed one and/or more crimes while a member of G-UNIT.

16. Prior to March 20, 2007, defendant YAYO has been convicted of one and/or more crimes while a member of G-UNIT.

17. At all times herein mentioned G-UNIT was a partnership pursuant to New York State law.

18. At all times herein mentioned defendants YAYO and 50 CENT, along with others, were partners pursuant to New York State law.

19. At all times herein mentioned defendants YAYO and 50 CENT held themselves out to the public as members of a partnership known as G-UNIT.

20. At all times herein mentioned defendants YAYO and 50 CENT conducted business as G-UNIT and maintained offices within the State of New York.

21. At all times herein mentioned defendants YAYO and 50 CENT were co-owners of a business for profit.

22. At all times herein defendants YAYO and 50 CENT received a share of the profits from the partnership.

23. At all times herein, mentioned, defendants YAYO and 50 CENT, as partners of G-UNIT, maintained their principal place of business within the State of New York.

24. On or about March 20, 2007 and at all times herein mentioned, defendants YAYO and 50 CENT, as partners of G-UNIT, committed tortious acts within the State of New York.

25. At all times herein mentioned, the partnership, including defendants YAYO and 50 CENT, regularly does, or solicits business in the State of New York.

26. At all times herein mentioned, the members of G-UNIT, including defendants YAYO and 50 CENT, encouraged, sanctioned, approved and condoned its members threatening violence, and or engaging in violent acts in furtherance of its business.

27. At all times herein mentioned, the members of G-UNIT, including defendant 50 CENT provided financial and other support to its members, including, but not limited to, paying for legal representation for members of G-UNIT, their agents, servants and or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

28. At all times herein mentioned, the members of the partnership known as G-UNIT, including defendants YAYO and 50 CENT received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

29. On March 20, 2007 and at all times herein mentioned defendant FLETCHER was an agent, servant and/or employee of G-UNIT.

30. On March 20, 2007 and at all times herein mentioned defendants JOHN DOES 1 and 2 were each an agent, servant and/or employee of G-UNIT.

31. On March 20, 2007 and at all times herein mentioned defendant FLETCHER was an agent, servant and/or employee of defendant YAYO.

32. On March 20, 2007 and at all times herein mentioned defendants JOHN DOES 1 and 2 were each an agent, servant and/or employee of YAYO.

33. On March 20, 2007 and at all times herein mentioned defendant G-UNIT RECORDS INC. was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

34. At all times herein mentioned, defendant G-UNIT RECORDS, INC. was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

35. At all times herein mentioned, defendant G-UNIT RECORDS, INC. was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

36. At all times herein mentioned, defendant G-UNIT RECORDS, INC. conducted business and maintained offices within the State of New York.

37. At all times herein mentioned, defendant G-UNIT RECORDS, INC. was and still is a foreign corporation, duly authorized to conduct business in the State of New York.

38. At all times herein, mentioned, defendant G-UNIT RECORDS, INC. maintained its principal place of business within the State of New York.

39. On or about March 20, 2007 and at all times herein mentioned, defendant G-UNIT RECORDS, INC. committed tortious acts within the State of New York.

40. At all times herein mentioned, defendant G-UNIT RECORDS, INC. regularly does, or solicits, business in the State of New York.

41. At all times herein mentioned, defendant G-UNIT RECORDS, INC. received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

42. On or about March 20, 2007 and at all times herein mentioned, defendant INTERSCOPE RECORDS, INC. ("INTERSCOPE") was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

43. At all times herein mentioned, defendant INTERSCOPE was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

44. At all times herein mentioned, defendant INTERSCOPE was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

45. At all times herein mentioned, defendant INTERSCOPE conducted business and maintained offices within the State of New York.

46. At all times herein mentioned, defendant INTERSCOPE was and still is a foreign corporation, duly authorized to do business in the State of New York.

47. At all times herein mentioned, defendant INTERSCOPE maintained its principal place of business within the State of New York.

48. On or about March 20, 2007 and at all times herein mentioned, defendant INTERSCOPE committed tortious acts within the State of New York.

49. At all times herein mentioned, defendant INTERSCOPE regularly does, or solicits, business in the State of New York.

50. At all times herein mentioned, defendant INTERSCOPE received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

51. On March 20, 2007 and at all times herein mentioned defendant SHADY RECORDS, INC. ("SHADY") was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

52. At all times herein mentioned, defendant SHADY was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

53. At all times herein mentioned, defendant SHADY was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

54. At all times herein mentioned, defendant SHADY conducted business and maintained offices within the State of New York.

55. At all times herein mentioned, defendant SHADY was and still is a foreign corporation, duly authorized to conduct business in the State of New York.

56. At all times herein, mentioned, defendant SHADY maintained its principal place of business within the State of New York.

57. On or about March 20, 2007 and at all times herein mentioned, defendant SHADY committed tortious acts within the State of New York.

58. At all times herein mentioned, defendant SHADY regularly does, or solicits, business in the State of New York.

59. At all times herein mentioned, defendant SHADY received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

60. On March 20, 2007 and at all times herein mentioned defendant UNIVERSAL MUSIC GROUP INC. ("UNIVERSAL") was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

61. At all times herein mentioned, defendant UNIVERSAL was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

62. At all times herein mentioned, defendant UNIVERSAL was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

63. At all times herein mentioned, defendant UNIVERSAL conducted business and maintained offices at 1755 Broadway, within the County, City and State of New York.

64. At all times herein mentioned, defendant UNIVERSAL was and still is a foreign corporation, duly authorized to conduct business in the State of New York.

65. At all times herein, mentioned, defendant UNIVERSAL maintained its principal place of business within the State of New York.

66. On or about March 20, 2007 and at all times herein mentioned, defendant UNIVERSAL committed tortious acts within the State of New York.

67. At all times herein mentioned, defendant UNIVERSAL regularly does, or solicits, business in the State of New York.

68. At all times herein mentioned, defendant UNIVERSAL received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

69. On or about March 20, 2007 and at all times herein mentioned, defendant VIOLATOR RECORDS, LLC. was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

70. On or about March 20, 2007 and at all times herein mentioned, defendant VIOLATOR RECORDS, LLC. was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

71. At all times herein mentioned, defendant VIOLATOR RECORDS, LLC. was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

72. At all times herein mentioned, defendant VIOLATOR RECORDS, LLC. conducted business and maintained offices at 36 West 25th Street, within the County, City and State of New York.

73. At all times herein mentioned, defendant VIOLATOR RECORDS, LLC. was and still is a foreign corporation, duly authorized to do business in the State of New York.

74. At all times herein mentioned, defendant VIOLATOR RECORDS, LLC. maintained its principal place of business within the State of New York.

75. On or about March 20, 2007 and at all times herein mentioned, defendant VIOLATOR RECORDS, LLC. committed tortious acts within the State of New York.

76. At all times herein mentioned, defendant VIOLATOR RECORDS, LLC. regularly does, or solicits, business in the State of New York.

77. At all times hereinafter mentioned, defendant VIOLATOR RECORDS, LLC received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

78. On or about March 20, 2007 and at all times herein mentioned, defendant VIOLATOR MANAGEMENT was and is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

79. At all times herein mentioned, defendant VIOLATOR MANAGEMENT was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

80. At all times herein mentioned, defendant VIOLATOR MANAGEMENT was and is a corporation and/or business entity duly licensed to transact business in the State of New York.

81. At all times herein mentioned, defendant VIOLATOR MANAGEMENT conducted business and maintained offices at 36 West 25th Street, within the County, City and State of New York.

82. At all times herein mentioned, defendant VIOLATOR MANAGEMENT was and still is a foreign corporation, duly authorized to do business in the State of New York.

83. At all times herein mentioned, defendant VIOLATOR MANAGEMENT maintained its principal place of business within the State of New York.

84. On or about March 20, 2007 and at all times herein mentioned, defendant VIOLATOR MANAGEMENT committed tortious acts within the State of New York.

85. At all times herein mentioned, defendant VIOLATOR MANAGEMENT regularly does, or solicits, business in the State of New York.

86. At all times herein mentioned, defendant VIOLATOR MANAGEMENT received substantial revenue from goods used or consumed, or services rendered, in the State of New York.

87. At all times herein mentioned, defendant CHRIS LIGHTY ("LIGHTY") was an officer and Chief Executive Officer of defendant VIOLATOR RECORDS, LLC.

88. At all times herein mentioned, defendant LIGHTY was an officer and Chief Executive Officer of defendant VIOLATOR MANAGEMENT.

89. At all times herein mentioned, defendant LIGHTY was doing business as VIOLATOR RECORDS, LLC

90. At all times herein mentioned, defendant LIGHTY was doing business as VIOLATOR MANAGEMENT

91. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant 50 CENT.

92. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and /or employee of defendant 50 CENT.

93. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and /or employee of defendant 50 CENT.

94. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant G-UNIT RECORDS, INC.

95. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant G-UNIT RECORDS, INC.

96. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant G-UNIT RECORDS, INC

97. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant G-UNIT RECORDS, INC.

98. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant INTERSCOPE.

99. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant INTERSCOPE.

100. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant INTERSCOPE

101. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant INTERSCOPE.

102. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant SHADY.

103. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant SHADY.

104. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant SHADY.

105. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant SHADY.

106. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant UNIVERSAL.

107. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant UNIVERSAL.

108. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant UNIVERSAL.

109. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant UNIVERSAL.

110. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant VIOLATOR RECORDS, LLC.

111. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant VIOLATOR RECORDS, LLC.

112. At all times herein mentioned, defendants JOHN DOES 1-2 were each an agent, servant, contractor and/or employee of defendant VIOLATOR RECORDS, LLC.

113. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant VIOLATOR RECORDS, LLC.

114. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant VIOLATOR MANAGEMENT

115. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant VIOLATOR MANAGEMENT.

116. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant VIOLATOR MANAGEMENT.

117. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant VIOLATOR MANAGEMENT

118. At all times herein mentioned, defendant YAYO was an agent, servant, contractor and/or employee of defendant LIGHTY.

119. At all times herein mentioned, defendant FLETCHER was an agent, servant, contractor and/or employee of defendant LIGHTY.

120. At all times herein mentioned, defendants JOHN DOES 1 and 2 were each an agent, servant, contractor and/or employee of defendant LIGHTY.

121. At all times herein mentioned, defendant 50 CENT was an agent, servant, contractor and/or employee of defendant LIGHTY.

122. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members, including himself and defendant YAYO, as violent criminals –“gangsta” rappers.

123. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members, including himself and defendant YAYO, as having committed and/or committing violent and/or criminal acts.

124. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members, including himself and defendant YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

125. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members, including himself and defendant YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

126. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members (including himself and defendant YAYO) and their "gangsta" image, by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as "hos," "hoes" and "bitches," and people of color as "niggas" and "niggaz." See Exhibit "A," annexed hereto and incorporated by reference.

127. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members (including himself and defendant YAYO) and their "gangsta" image, by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit "A," annexed hereto and incorporated by reference.

128. At all times herein, defendant 50 CENT promoted, marketed and advertised G-UNIT members, including himself and defendant YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

129. At all times herein, defendants 50 CENT and YAYO placed their interests above those of law abiding members of the public and failed to adhere to common societal, ethical and moral principals.

130. For example, it was widely reported in the media that when Israel Ramirez, a body guard for rapper Busta Rhymes was shot and murdered in Brooklyn, defendant YAYO was present, but he refused to cooperate with the New York Police Department in identifying the shooter. See e.g. Exhibit "B" YAYO lyrics "Tattle Teller" annexed hereto and incorporated by reference.

131. At all times herein, defendant 50 CENT, required G-Unit members, including defendant YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs" consistent with the "gangsta" image and lifestyle.

132. At all times herein, defendant 50 CENT engaged in, encouraged, sanctioned, approved and or rewarded the threat and use of violence and or criminal conduct by members of G-UNIT, including YAYO, their agents, servants, contractors and or employees.

133. At all times herein, defendant YAYO, pursuant to his employment, contract, partnership and/or agreement with defendant 50 CENT, did promote, maintain and advertise his "gangsta" image and lifestyle

134. At all times herein, defendant YAYO, pursuant to his employment, contract, partnership and/or agreement with defendant 50 CENT did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and in deed, as well as illegal gun possession.

135. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation as "gangsta rappers" and to generate publicity resulting in music, concert and product sales.

136. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT, to compete with rival hip-hop performers, record labels and management companies in order to gain a greater market share and increased revenues.

137. At all times herein mentioned, defendant 50 CENT, his agents, servants and or employees, provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO and FLETCHER, and /or their agents, servants and or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

138. As a result of the aforementioned defendant 50 CENT derived substantial revenues within the State of New York.

139. As a result of the aforementioned, G-UNIT members, including defendant YAYO, derived substantial revenues within the State of New York.

140. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

141. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

142. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

143. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

144. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their "gangsta" image by use of violent, sexist and hate language in lyrics and performances which, for example, repeatedly refer to women as "hos," "hoes" and "bitches," and people of color as "niggas" and "niggaz." See Exhibit "A," annexed hereto and incorporated by reference.

145. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their "gangsta" image by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit "A," annexed hereto and incorporated by reference.

146. At all times herein, defendant G-UNIT RECORDS, INC. promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

147. At all times herein, defendant G-UNIT RECORDS, INC. required G-UNIT members, including defendants 50 CENT and YAYO, pursuant to employment, contract and or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs" with rivals consistent with the "gangsta" image and lifestyle.

148. At all times herein, defendant G-UNIT RECORDS, INC. engaged in, encouraged, sanctioned, approved and or rewarded the threats and use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO.

149. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant G-UNIT RECORDS, INC., did promote, maintain and advertise his "gangsta" image and lifestyle

150. At all times herein, defendant YAYO, pursuant to employment, contract and or agreement with defendant G-UNIT RECORDS, INC. did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and in deed, as well as illegal gun possession.

151. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, reputations as "gangsta rappers" and to generate publicity resulting in music and product sales.

152. The aforementioned conduct was encouraged, sanctioned, approved of and or rewarded by defendant G-UNIT RECORDS, INC., to compete with rival record labels and their performers in order to gain a greater market share and increased revenues

153. At all times herein mentioned, defendant G-UNIT RECORDS, INC. its agents, servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO, FLETCHER and FIFTY CENT, and/or agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

154. As a result of the aforementioned, defendant G-UNIT RECORDS, INC. derived substantial revenues within the State of New York.

155. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO, derived substantial revenues within the State of New York.

156. Defendant 50 CENT was and is an officer of defendant G-UNIT RECORDS, INC. and is the Chairman and/or Chief Executive Officer of the corporation.

157. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

158. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

159. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

160. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

161. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as “hos,” “hoes” and

“bitches,” and people of color as “niggas” and “niggaz.” See Exhibit “A,” annexed hereto and incorporated by reference.

162. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit “A,” annexed hereto and incorporated by reference.

163. At all times herein, defendant INTERSCOPE promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

164. At all times herein, defendant INTERSCOPE required G-Unit members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a “gangsta” image and lifestyle and engage in conduct, including “beefs,” consistent with the “gangsta” image and lifestyle.

165. At all times herein, defendant INTERSCOPE engaged in, encouraged, sanctioned, approved and or rewarded the threats and use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO, their agents, servants, contractors and or employees.

166. At all times herein, defendants 50 CENT and YAYO, pursuant to contract and/or agreement with defendant INTERSCOPE, did promote, maintain and advertise his “gangsta” image and lifestyle

167. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant INTERSCOPE did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and in deed, as well as illegal gun possession.

168. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation as "gangsta rappers" and to generate publicity resulting in music, concert and product sales.

169. The aforementioned conduct by G-UNIT members, including defendants 50 CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant INTERSCOPE to compete with rival record labels and their performers in order to gain a greater market share and increased revenues.

170. At all times herein mentioned, INTERSCOPE, its agents, servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO, FLETCHER and 50 CENT and/or their agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

171. As a result of the aforementioned defendant INTERSCOPE derived substantial revenues within the State of New York.

172. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO, derived substantial revenues within the State of New York.

173. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals – “gangsta” rappers.

174. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

175. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

176. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

177. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as “hos,” “hoes” and “bitches,” and people of color as “niggas” and “niggaz.” See Exhibit “A,” annexed hereto and incorporated by reference.

178. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit “A,” annexed hereto and incorporated by reference.

179. At all times herein, defendant SHADY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

180. At all times herein, defendant SHADY required G-Unit members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs," consistent with the "gangsta" image and lifestyle.

181. At all times herein, defendant SHADY engaged in, encouraged, sanctioned, approved and or rewarded the threats and use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO, their agents, servants, contractors and or employees.

182. At all times herein, defendants 50 CENT and YAYO, pursuant to contract and/or agreement with defendant SHADY, did promote, maintain and advertise his "gangsta" image and lifestyle

183. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant SHADY did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and in deed, as well as illegal gun possession.

184. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation as "gangsta rappers" and to generate publicity resulting in music, concert and product sales.

185. The aforementioned conduct by G-UNIT members, including defendants 50 CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant SHADY to compete with rival record labels and their performers in order to gain a greater market share and increased revenues.

186. At all times herein mentioned, SHADY, its agents, servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO, FLETCHER and 50 CENT and/or their agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

187. As a result of the aforementioned defendant SHADY derived substantial revenues within the State of New York.

188. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO, derived substantial revenues within the State of New York.

189. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

190. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

191. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

192. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO as having feuds and or violent confrontations with rival hip-hop performers - "beefs"-in word and deed.

193. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their "gangsta" image, by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as "hos," "hoes" and "bitches," and people of color as "niggas" and "niggaz." See Exhibit "A," annexed hereto and incorporated by reference.

194. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their "gangsta" image, by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit "A," annexed hereto and incorporated by reference.

195. At all times herein, defendant UNIVERSAL promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

196. At all times herein, defendant UNIVERSAL required G-UNIT members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs" consistent with the "gangsta" image and lifestyle.

197. At all times herein, defendant UNIVERSAL engaged in, encouraged, sanctioned, approved and or rewarded the threats and use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO, their agents, servants, contractors and/or employees.

198. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant UNIVERSAL, did promote, maintain and advertise his "gangsta" image and lifestyle

199. At all times herein, defendant YAYO, pursuant to his contract and/or agreement/ and/ with defendant UNIVERSAL did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and in deed, as well as illegal gun possession.

200. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation as "gangsta rappers" and to generate publicity resulting in music and product sales.

201. The aforementioned conduct by G-UNIT members, including defendants 50 CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant UNIVERSAL to compete with rival record labels and their performers in order to gain a greater market share and increased revenues.

202. At all times herein mentioned, UNIVERSAL, its agents, servants and or employees, provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO, FLETCHER and 50 CENT and/or their agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

203. As a result of the aforementioned defendant UNIVERSAL derived substantial revenues within the State of New York.

204. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO, derived substantial revenues within the State of New York.

205. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

206. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

207. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

208. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

209. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as “hos,” “hoes” and

“bitches,” and people of color as “niggas” and “niggaz.” See Exhibit “A,” annexed hereto and incorporated by reference.

210. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of lyrics, performance and deeds which glorified gun violence, drug usage and other criminal conduct. See Exhibit “A,” annexed hereto and incorporated by reference.

211. At all times herein, defendant VIOLATOR RECORDS, LLC promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

212. At all times herein, defendant VIOLATOR RECORDS, LLC required G-UNIT members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a “gangsta” image and lifestyle and engage in conduct, including “beefs,” consistent with the “gangsta” image and lifestyle.

213. At all times herein, defendant VIOLATOR RECORDS, LLC engaged in, encouraged, sanctioned, approved and or rewarded the threat of violence and the use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO their agents, servants, contractors and or employees.

214. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant VIOLATOR RECORDS, LLC did promote, maintain and advertise his “gangsta” image and lifestyle

215. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant VIOLATOR RECORDS, LLC did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and deed, as well as illegal gun possession.

216. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation as "gangsta rappers" and to generate publicity resulting in music, concert and product sales.

217. The aforementioned conduct by G-UNIT members, including defendants 50 CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant VIOLATOR RECORDS, LLC. to compete with rival record labels and their performers in order to gain a greater market share and increased revenues.

218. At all times herein mentioned, VIOLATOR RECORDS, LLC., its agents, servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAO, FLETCHER and 50 CENT, and or their agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

219. As a result of the aforementioned defendant VIOLATOR RECORDS, LLC derived substantial revenues within the State of New York.

220. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO, derived substantial revenues within the State of New York.

221. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

222. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

223. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

224. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs” – in word and deed.

225. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as “hos,” “hoes” and “bitches,” and people of color as “niggas” and “niggaz.” See Exhibit “A,” annexed hereto and incorporated by reference.

226. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of lyrics, performance and deeds which glorified gun

violence, drug usage and other criminal conduct. See Exhibit "A," annexed hereto and incorporated by reference

227. At all times herein, defendant VIOLATOR MANAGEMENT promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

228. At all times herein, defendant VIOLATOR MANAGEMENT required G-Unit members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs" consistent with the "gangsta" image and lifestyle.

229. At all times herein, defendant VIOLATOR MANAGEMENT engaged in, encouraged, sanctioned, approved and or rewarded the threat of violence and the use of violence or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO their agents, servants, contractors and or employees.

230. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant VIOLATOR MANAGEMENT did promote, maintain and advertise his "gangsta" image and lifestyle

231. At all times herein, defendant YAYO, pursuant to his employment, contract and or agreement and or encouragement with and by defendant VIOLATOR MANAGEMENT did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and deed, as well as illegal gun possession.

232. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, reputations as "gangsta rappers" and publicity resulting in music, concert and product sales.

233. At all times herein mentioned, VIOLATOR MANAGEMENT provides and provided financial and other support, including legal representation to members of G-UNIT, including defendants 50 CENT and YAYO, and or their agents servants and/or employees, who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

234. The aforementioned conduct by G-UNIT members, including defendants FIFTY CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant VIOLATOR MANAGEMENT to compete with rival record labels and their performers in order to gain a greater market share and increased revenues

235. At all times herein mentioned, VIOLATOR MANAGEMENT, its agents servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAYO, FLETCHER and 50 CENT and or their agents servants and/or employees, who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

236. As a result of the aforementioned defendant VIOLATOR MANAGEMENT derived substantial revenues within the State of New York.

237. As a result of the aforementioned, G-UNIT members, including defendants 50 CENT and YAYO derived substantial revenues within the State of New York.

238. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as violent criminals –“gangsta” rappers.

239. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having committed and/or committing violent and/or criminal acts.

240. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as living a criminal and/or violent lifestyle as “gangstas.”

241. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as having feuds and or violent confrontations with rival hip-hop performers - “beefs”- in word and deed.

242. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of violent, sexist and hate language in song lyrics and performances which, for example, repeatedly refer to women as “hos,” “hoes” and “bitches,” and people of color as “niggas” and “niggaz.” See Exhibit “A,” annexed hereto and incorporated by reference.

243. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members (including defendants 50 CENT and YAYO) and their “gangsta” image by use of lyrics, performance and deeds which glorified gun violence,

drug usage and other criminal conduct. See Exhibit "A," annexed hereto and incorporated by reference.

244. At all times herein, defendant LIGHTY promoted, marketed and advertised G-UNIT members, including defendants 50 CENT and YAYO, as placing their interests above those of law abiding members of the public and of not having to adhere to societal, ethical and moral principles.

245. At all times herein, defendant LIGHTY required G-UNIT members, including defendants 50 CENT and YAYO, pursuant to employment, contract and/or agreement to promote, maintain and advertise a "gangsta" image and lifestyle and engage in conduct, including "beefs," consistent with the "gangsta" image and lifestyle.

246. At all times herein, defendant LIGHTY engaged in, encouraged, sanctioned, approved and or rewarded the threat of violence and the use of violence and or criminal conduct by members of G-UNIT, including defendants 50 CENT and YAYO their agents, servants, contractors and or employees.

247. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement with defendant VIOLATOR RECORDS, LLC did promote, maintain and advertise his "gangsta" image and lifestyle

248. At all times herein, defendant YAYO, pursuant to his employment, contract and/or agreement/with defendant LIGHTY did in fact engage in violent and/ or criminal conduct, including, but not limited to, "beefs" with rival rappers in word and deed, as well as illegal gun possession.

249. The aforementioned conduct was engaged in by G-UNIT members, including YAYO and 50 CENT to create controversy, street credibility, and a reputation

as "gangsta rappers" and to generate publicity resulting in music, concert and product sales.

250. The aforementioned conduct by G-UNIT members, including defendants 50 CENT and YAYO, was encouraged, sanctioned, approved of and or rewarded by defendant LIGHTY to compete with rival record labels and their performers in order to gain a greater market share and increased revenues.

251. At all times herein mentioned, LIGHTY his agents, servants and or employees provides and provided financial and other support, including paying for legal representation for members of G-UNIT, including defendants YAO, FLETCHER and 50 CENT, and or their agents, servants and/or employees who were arrested and/or imprisoned and/or the subject of an investigation and /or against whom suit was brought.

252. As a result of the aforementioned defendant LIGHTY derived substantial revenues within the State of New York.

253. On March 20, 2007 at approximately 6 P.M., the infant plaintiff, JAMES J. ROSEMOND was lawfully on the public sidewalk at or near West 25th Street and Sixth Avenue, in the City, County and State of New York.

254. At the aforementioned date, time and location, the infant plaintiff was wearing clothing bearing the name "CZAR ENTERTAINMENT."

255. CZAR ENTERTAINMENT ("CZAR"), a management company, represents a former member of G-UNIT, Jayceon Taylor, known as THE GAME, who has been identified by G-UNIT members as a rival rapper.

256. Prior to and through March 20, 2007 defendants YAYO and 50 CENT have had "a beef" with THE GAME and CZAR.

257. At all times herein mentioned CZAR ENTERTAINMENT represented rap artist rivals of defendants 50 CENT, TONY YAYO, G-UNIT, G-UNIT RECORDS, INC., INTERSCOPE, SHADY, UNIVERSAL, VIOLATOR RECORDS, LLC, VIOLATOR MANAGEMENT and LIGHTY and defendants knew this.

258. On March 20, 2007, at the aforementioned time and location, the infant plaintiff was observed by defendant YAYO wearing clothing bearing the name "CZAR ENTERTAINMENT."

259. On March 20, 2007, at the aforementioned time and location, the infant plaintiff was observed by defendant FLETCHER wearing clothing bearing the name "CZAR ENTERTAINMENT."

260. On March 20, 2007, at the aforementioned time and location, defendants YAYO, FLETCHER and JOHN DOES 1-2, exited a motor vehicle owned, and/or leased and/or rented by one of defendants herein, and/or their agents, servants and/or employees for business use.

261. On March 20, 2007, at the aforementioned time and location, the infant plaintiff was surrounded by defendants YAYO and FLETCHER and JOHN DOES 1 and 2, all adult males, who intentionally physically forced the infant from his position on the sidewalk where he initially encountered said defendants to a position in close proximity to a glass window and door of a building.

262. The infant plaintiff observed that two of the men appeared to be armed with hand guns.

263. Defendant YAYO glared at the infant plaintiff in a manner meant to threaten physical contact.

264. Defendant YAYO threatened the infant plaintiff by way of glaring at him.

265. The infant plaintiff believed that he would be imminently physically attacked by the men as a consequence of the conduct of YAYO, FLETCHER and JOHN DOES 1 and 2.

266. The infant plaintiff was forcibly detained and confined by the aforesaid defendants and he was cognizant that he was not free to leave and did not consent to the confinement.

267. Defendants' YAYO, FLETCHER and JOHN DOES 1 and 2 detention and confinement of the infant plaintiff was not privileged.

268. The infant plaintiff was repeatedly intentionally placed by defendants' conduct in fear of being struck and/or battered and/or killed by defendants..

269. The infant plaintiff was assaulted and battered by defendants YAYO, FLETCHER and JOHN DOES 1-2, all adult men, who intentionally subjected the infant plaintiff to repeated acts of harmful and offensive touching and contact without the infant plaintiff's consent.

270. The infant plaintiff was intentionally struck in the face by defendant YAYO causing the infant plaintiff to sustain physical injury.

271. Defendants YAYO, FLETCHER, and John Does 1 and 2 each aided and abetted the assault and battery and false imprisonment of the infant plaintiff by intentionally: surrounding the infant plaintiff, physically forcing him toward a building, confining him, preventing his escape, displaying what appeared to be hand guns, verbally and physically threatening him; glaring at him in a manner meant to threaten physical

contact, repeatedly making harmful and offensive physical contact with him and importuning the aforesaid tortious conduct, all with the intent to do so.

272. Defendants YAYO, FLETCHER, and John Does 1 and 2 each acted in concert with the other in the commission of the assault and battery and false imprisonment of the infant plaintiff by intentionally: surrounding the infant plaintiff, physically forcing him toward a building, confining him, preventing his escape, displaying what appeared to be hand guns, verbally and physically threatening him, glaring at him in a manner meant to threaten physical contact, repeatedly making harmful and offensive physical contact with him and importuning the aforesaid tortious conduct, all with the intent to do so.

273. The aforementioned tortious acts were performed by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 with full knowledge that the infant plaintiff was a boy of less than 18 years of age.

274. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 because he was wearing clothing bearing the name "CZAR ENTERTAINMENT."

275. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 because he was promoting, marketing and advertising CZAR ENTERTAINMENT.

276. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 because he was promoting, marketing and advertising a business competitor and rival of each of the defendants herein.

277. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 because he was a representative of CZAR ENTERTAINMENT.

278. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 to further each defendant's business.

279. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 to suppress the promotion, marketing and advertising of CZAR ENTERTAINMENT.

280. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 to harm CZAR ENTERTAINMENT.

281. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 pursuant to YAYO's employment, partnership, contract, and or agreement with one or more of defendants herein.

282. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 to promote and maintain YAYO's and or 50 CENT's "gangsta" image.

283. The infant plaintiff was assaulted and battered, attacked and falsely imprisoned by defendants YAYO, FLETCHER and JOHN DOES 1 and 2 as a result of a "beef" between G-UNIT members, including 50 CENT, and representatives of CZAR ENTERTAINMENT.

284. On or about February 14, 2008, defendant YAYO, in People of the State of New York v. Lowell Fletcher and Marvin Bernard, Docket Nos. 2007 NY039117 and 2007NY023622, before the Hon. Neil Ross, Criminal Court of the State of New York, County of New York, while represented by counsel, and in the presence of defendant FLETCHER, admitted under oath that on March 20, 2007, on East 25th and Sixth Avenue in New York, New York, that with the intent to harass, annoy or alarm the infant plaintiff, he subjected him to either physical contact or attempted or threatened to do the same in violation of New York State Penal Law Section 240.26 (Harassment 2).

285. YAYO admitted under oath, before Judge Ross, that he harassed the infant plaintiff by glaring at the infant plaintiff, which meant to threaten physical contact and that he threatened the infant plaintiff by way of glaring at him.

286. YAYO agreed to perform ten (10) days of community service as a sentence for his plea of guilty to Harassment 2 and consented to a final Order of Protection barring him from having any contact with the infant plaintiff.

287. Defendant YAYO's admission under oath constitutes an admission to the tort of assault upon the infant plaintiff.

288. On or about February 14, 2008, defendant FLETCHER, in People of the State of New York v. Lowell Fletcher and Marvin Bernard, Docket Nos. 2007 NY039117 and 2007NY023622, before the Hon. Neil Ross, Criminal Court of the State of New York, County of New York, while represented by counsel, and in the presence of defendant YAYO, admitted under oath that on March 20, 2007, on East 25th and Sixth Avenue in New York, New York at around 6 p.m. that he endangered the welfare of a child (the infant plaintiff) in violation of New York State Penal Law Section 260.10 by

knowingly acting in a manner likely to be injurious to the physical, mental or moral welfare of a child less than 17 years of age.

289. FLETCHER admitted under oath to Judge Ross that he acted in concert with another when he ran up to the infant plaintiff, a person under the age of 17, who was wearing a sweatshirt and grabbed him.

290. FLETCHER agreed to a sentence of incarceration of nine (9) months with a Final Order of Protection barring him from any contact with the infant plaintiff, and sentence was imposed by the court to run concurrent with a sentence being served on Queens County No. 10738 of 2007, also known as Docket 2007 Queens 041487.

291. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership and/or agreement with defendant 50 CENT and/or G-UNIT and within the performance of his duties with defendant 50 CENT and/or G-UNIT.

292. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract and/or agreement with defendant YAYO and within the performance of his duties with defendant YAYO.

293. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract and/or agreement with defendant 50 CENT and/or G-UNIT and within the performance of his duties with defendant 50 CENT and/or G-UNIT.

294. Defendants JOHN DOES 1 and 2 each assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment,

and/or contract, and/or agreement with defendants 50 CENT and/or defendant YAYO, and within the performance of their duties with defendants 50 CENT and/or YAYO.

295. Defendant 50 CENT, individually, and as a partner of defendant YAYO, encouraged, sanctioned, approved, solicited, commanded, authorized and/or importuned defendants YAYO, FLETCHER and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of 50 CENT's business interests and those of defendant YAYO and G-UNIT.

296. Defendant YAYO, individually, and as a partner of 50 CENT, encouraged, sanctioned, approved, solicited, commanded, authorized and/or importuned defendants FLETCHER, JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of his business interests and those of defendant 50 CENT and G-UNIT.

297. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff in the scope of his employment, and/or contract, and/or partnership and/or agreement with defendant G-UNIT RECORDS, INC. and within the performance of his duties with G-UNIT RECORDS, INC.

298. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff in the scope of his employment, and/or contract, and/or partnership and/or agreement with defendant G-UNIT RECORDS, INC. and within the performance of his duties with G-UNIT RECORDS, INC.

299. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment,

and/or contract, and/or agreement with defendant G-UNIT RECORDS, INC. and within the performance of their duties with defendant G-UNIT RECORDS INC.

300. Defendant G-UNIT RECORDS INC. encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, FIFTY CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests.

301. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership with defendant INTERSCOPE and within the performance of his duties with INTERSCOPE.

302. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership with defendant INTERSCOPE and within the performance of his duties with INTERSCOPE.

303. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreement with defendant INTERSCOPE and within the performance of their duties with defendant INTERSCOPE.

304. Defendant INTERSCOPE encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, FIFTY CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests

305. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership with defendant SHADY and within the performance of his duties with INTERSCOPE.

306. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership with defendant SHADY and within the performance of his duties with INTERSCOPE.

307. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreement with defendant SHADY and within the performance of their duties with defendant INTERSCOPE.

308. Defendant SHADY encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, FIFTY CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests

309. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership and/or agreement with defendant UNIVERSAL and within the performance of his duties with UNIVERSAL.

310. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership and/or agreement with defendant UNIVERSAL and within the performance of his duties with UNIVERSAL.

311. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreement with defendant UNIVERSAL and within the performance of their duties with defendant UNIVERSAL.

312. Defendant UNIVERSAL encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, FIFTY CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests.

313. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership/ and or agreement with defendant VIOLATOR RECORDS, LLC and within the performance of his duties with VIOLATOR RECORDS, LLC.

314. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership/ and or agreement with defendant VIOLATOR RECORDS, LLC and within the performance of his duties with VIOLATOR RECORDS, LLC.

315. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreements with defendant VIOLATOR RECORDS, LLC and within the performance of their duties with defendant VIOLATOR RECORDS, LLC.

316. Defendant VIOLATOR RECORDS, LLC encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, 50 CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests.

317. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership and /or agreement with defendant VIOLATOR MANAGEMENT and within the performance of his duties with VIOLATOR MANAGEMENT.

318. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership and /or agreement with defendant VIOLATOR MANAGEMENT and within the performance of his duties with VIOLATOR MANAGEMENT.

319. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreements with defendant VIOLATOR MANAGEMENT and within the performance of their duties with defendant VIOLATOR MANAGEMENT.

320. Defendant VIOLATOR MANAGEMENT encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER 50 CENT and/or JOHN DOES 1 and 2 to assault and batter the infant plaintiff in furtherance of its business interests

321. Defendant YAYO assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership/ and or agreement with defendant LIGHTY and within the performance of his duties with LIGHTY.

322. Defendant FLETCHER assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of his employment, and/or contract, and/or partnership/ and or agreement with defendant LIGHTY and within the performance of his duties with LIGHTY.

323. Defendants JOHN DOES 1 and 2 assaulted and battered and falsely imprisoned the infant plaintiff while acting in the scope of each of their employment, and/or contract, and/or agreements with defendant LIGHTY and within the performance of their duties with defendant LIGHTY.

324. Defendant LIGHTY encouraged, sanctioned, ratified and authorized defendants YAYO, FLETCHER, 50 CENT and/or JOHN DOES 1 and 2 to assault and batter and falsely imprison the infant plaintiff in furtherance of its business interests.

325. As a result of defendants' assault and battery, the infant plaintiff sustained physical and psychological injuries, some of which are believed to be permanent, as well as pain and suffering, extreme fear, humiliation, mental anguish, and embarrassment for which this infant plaintiff was required to seek medical care and psychological treatment.

326. By reason of the foregoing, the infant plaintiff, JAMES J. ROSEMOND, has sustained compensatory losses in an amount exceeding the jurisdictional limits of the lower Courts and seeks to recover compensatory damages from defendants for the injuries he sustained.

327. The intentional conduct by defendants was morally culpable and grossly wanton, manifesting a conscious disregard for the rights of others, the general public and in particular, the rights of children. Plaintiff demands punitive damages in an amount sufficient to punish defendants and deter other prospective wrongdoers.

**AS AND FOR A SECOND CAUSE OF ACTION FOR FALSE
IMPRISONMENT**

328. Plaintiff(s) hereby repeat and reallege the allegations contained in paragraphs 1 through 327 as if set forth fully herein.

329. On March 20, 2007, at the aforementioned time and location, the infant plaintiff was falsely imprisoned by defendants.

330. As a result of defendants' tortious conduct, the infant plaintiff sustained physical and psychological injuries, some of which are believed to be permanent, as well as pain and suffering, fear, humiliation, mental anguish, embarrassment, and loss of liberty, for which this infant plaintiff was required to seek medical care and psychological treatment.

331. By reason of the foregoing, the infant plaintiff, JAMES J. ROSEMOND, has sustained compensatory losses in an amount exceeding the jurisdictional limits of the lower Courts and seeks to recover compensatory damages from defendants for the injuries he sustained.

332. The intentional conduct by defendants was morally culpable and grossly wanton, manifesting a conscious disregard for the rights of others, the general public and in particular, the rights of children. Plaintiff demands punitive damages in an amount sufficient to punish defendants and deter other prospective wrongdoers.

WHEREFORE, plaintiff(s) demand judgment on the First and Second Causes of Action and compensatory and punitive damages on the First and Second causes of action in an amount exceeding the jurisdictional limits of all lower Courts together with attorney's fees and the costs and disbursements of this action.

Dated: New York, New York
March 27, 2008

Yours, etc.,

A handwritten signature in cursive script, appearing to read "Richard Reich", written over a horizontal line.

RICHARD REICH, Esq.

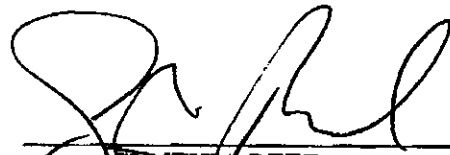
LIFFLANDER & REICH LLP
Attorneys for Plaintiff(s)
1221 Avenue of the Americas
New York, New York 10020-1089
(212) 332-8830

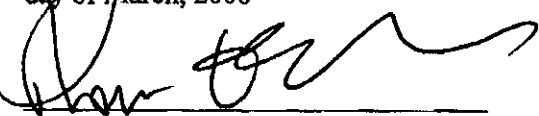
VERIFICATION

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

CYNTHIA REED being duly sworn, deposes and says:

I am a plaintiff in the within action. I have read the foregoing Summons and Complaint, know the contents thereof, the contents are true to my knowledge, except as to matters therein stated to be alleged from information and belief, and to those matters, I believe them to be true.



CYNTHIA REED
Sworn to before me this 31st
day of March, 2008


Roman E. Gitnik
Notary Public, State of New York
No. 02GI6134517
Qualified in Kings County
Commission expires October 3, 2009

Index No.:

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

CYNTHIA REED, as mother and natural guardian of JAMES
J. ROSEMOND, an infant under the age of 18 years,

Plaintiff(s).

-against-

MARVIN BERNARD a/k/a TONY YAYO, individually and
d/b/a G-UNIT, LOWELL FLETCHER, CURTIS JACKSON
a/k/a 50 CENT, individually and d/b/a G-UNIT, G-UNIT
RECORDS, INC., INTERSCOPE RECORDS INC., SHADY
RECORDS, INC., UNIVERSAL MUSIC GROUP, INC.,
VIOLATOR RECORDS, LLC, VIOLATOR
MANAGEMENT, CHRIS LIGHTY and JOHN DOES 1-2,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

LIFFLANDER & REICH LLP
Attorneys for Plaintiffs
1221 Avenue of the Americas
New York, NY 10020-1089
(212) 332-8820

Service of a copy of the within
is hereby admitted.

Dated:

Attorney(s) for

NOTICE OF ENTRY

Sir: Please take notice that the within is a (certified) copy of an
duly entered in the office of the clerk of the within
named court on

Dated:

Yours, etc.

LIFFLANDER & REICH LLP

By: _____
Name:

Attorney(s) for

Office and Post Office Address
1221 Avenue of the Americas
New York, NY 10020-1089
(212) 332-8820

To:

Attorney(s) for

NOTICE OF SETTLEMENT

Sir: Please take notice that the
of which the within is a true copy will be presented for settlement to the Hon.
one of the Judges of the within named Court, at
on the _____ day of _____

at _____
M.
Dated:

Yours, etc.

Lifflander & Reich LLP

By: _____
Name:

Attorney(s) for

Office and Post Office Address
1221 Avenue of the Americas
New York, NY 10020-1089
(212) 332-8820

To:

Attorney(s) for