

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

----- X
ASPIRE MUSIC GROUP, LLC, :
 :
 :
 Plaintiff, : Index No. _____
 :
 :
 v. : **SUMMONS**
 :
 :
 CASH MONEY RECORDS, INC., BRYAN : Plaintiff designates New York
 "BABY" WILLIAMS, RONALD "SLIM" : County as the place of trial.
 WILLIAMS and YOUNG MONEY ENTERTAINMENT :
 LLC, : Venue is proper pursuant to
 : CPLR §§ 503 and 501
 Defendants. :
 :
 :
 :
----- X

TO THE ABOVE-NAMED DEFENDANTS:

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

Dated: April 17, 2017
New York, NY

KASOWITZ BENSON TORRES LLP

By: /s/ Marc E. Kasowitz
Marc E. Kasowitz
mkasowitz@kasowitz.com
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700

PROFETA & EISENSTEIN

Jethro Eisenstein
jethro19@gmail.com
pe1616@gmail.com
45 Broadway
New York, NY 10006
Telephone: (212) 577-6500
Attorneys for Plaintiffs

TO:

Cash Money Records, Inc.
c/o Law Office of Edward R. Grauer, P.C.
888 Seventh Avenue, Suite 500
New York, New York 10106

Young Money Entertainment LLC
c/o A Registered Agent, Inc.
8 The Green, Suite A
Dover, Delaware 19901

Bryan "Baby" Williams
17121 Collins Avenue
Sunny Isles Beach, FL 33160

Ronald "Slim" Williams
17121 Collins Avenue
Sunny Isles Beach, FL 33160

Profits from their commercial exploitation of the applicable Drake albums, and one-third of the copyright in and to the applicable master recordings for these albums (the “Drake Masters”). Defendants further agreed that they would prepare monthly accounting statements reflecting the Net Profits owed to Plaintiff, and remit those statements and any payments due to Plaintiff on a monthly basis.

3. Since entering into the Exclusive Artist Agreement, Drake has become one of the most successful recording artists in the world. Tickets to Drake concerts regularly sell out on multiple continents. Many of his albums and singles have been certified gold and platinum by the Recording Industry Association of America (“RIAA”). Two of his albums have been certified quadruple platinum, signifying that they have sold over four million units. As Drake has continued to make records, he has continued to break them too. For example, he is now the soloist with the most appearances on the Billboard Hot 100 chart—which tracks the most popular songs in any given week across all genres based on radio airplay, sales and streaming data—in the chart’s 58-plus-year history, with over 150 appearances and counting as of April 2017. He has spent more time atop the Billboard Artist 100 chart—which measures artist activity across radio airplay, album and track sales, streaming, and social media and fan interaction—than any other male artist since the chart’s inception in July 2014. When Drake released his album *Views* in 2016, he took the all-time record for the most album streams in one week across all platforms.

4. Defendants, unsurprisingly, have profited handsomely from the exploitation of Drake’s recording services pursuant to the Aspire/YME Agreement, including by receiving on information and belief many tens of millions of dollars from distributor Universal Republic, a division of Universal Motown Republic Group, and/or its affiliates

and their successors-in-interest (collectively “Universal”).

5. Notwithstanding Plaintiff’s central role in Defendants’ financial success, and Defendants’ contractual obligations to share their profits from Drake albums with Plaintiff, the limited accounting statements Plaintiff has received from Defendants pursuant to the Aspire/YME Agreement have reflected no monies due to Plaintiff. Indeed, on information and belief, Plaintiff and its principals have received nothing more than a few modest advances from Defendants in connection with the Aspire/YME Agreement.

6. Moreover, instead of fulfilling their contractual obligation to provide these accounting statements on a monthly basis, Defendants initially provided no statements whatsoever. Then, when pressed, Defendants provided only sporadic, deceptive statements containing inflated and impermissible deductions. Eventually, Defendants ceased to provide Plaintiff with any accountings notwithstanding their obligation to do so.

7. Compounding these breaches, in January 2013 Defendants induced Drake to break his Exclusive Artist Agreement with Plaintiff and sign a competing recording agreement with them, completely divesting Plaintiff of its rights under the Aspire/YME Agreement. This was no accident. Indeed, the January 2013 competing Agreement between YME and Drake’s company, “Frozen Moments, LLC,” (the “YME/Drake Agreement”) expressly references both the Exclusive Artist Agreement and the Aspire/YME Agreement, and provides that Defendants would indemnify Drake if Aspire sued him for, among other conduct, breaking the Exclusive Artist Agreement. It further provides that Defendants are to pay Drake more than \$10 million that should have been paid to Aspire, including at least \$4 million in connection with albums that were previously produced pursuant to the Aspire/YME Agreement.

8. Additionally, in clear contravention of Plaintiff's rights under the Aspire/YME Agreement, on information and belief Defendants caused and/or permitted the copyrights in the Drake Masters to be falsely registered with the U.S. Copyright Office without acknowledging Plaintiff's partial ownership of those copyrights thereby preventing Plaintiff from receiving its full benefits as a copyright owner. On information and belief, Defendants also contracted away Plaintiff's rights as a copyright owner to share in the revenues from royalty administrators such as Sound Exchange, Inc.

9. In summary, Defendants have brazenly engaged in a systematic and pervasive effort to cheat Plaintiff out of its contractual entitlement to tens of millions of dollars in profits and royalties, and to its one-third ownership interest in the copyright to Drake's first six albums. Plaintiff brings this action to right this egregious wrong.

II. JURISDICTION AND VENUE

10. The Court has jurisdiction over Defendants pursuant to CPLR §§ 301 and 302(a) because the Defendants have their principal place of business and/or regularly transact business in the State of New York, Defendants have committed tortious acts within the State of New York or outside New York, causing injury in this State and resulting in the claims herein, and the parties have contractually agreed to the jurisdiction of this Court.

11. Venue is proper under CPLR §§ 503 and 501 because Defendants, or some of them, have their principal place of business in the County of New York, and because the parties or their alter egos have contractually agreed to this venue.

III. PARTIES

12. Plaintiff Aspire Music Group, LLC is a Florida Limited Liability Company with a principal place of business in Pembroke Pines, Florida.

13. Defendant Cash Money Records, Inc. is an American record company, incorporated under the laws of the State of Louisiana, with a principal place of business in the City, County and State of New York.

14. At all times hereinafter mentioned, Cash Money regularly conducted business activities in the City, County and State of New York and continues to maintain offices at 1755 Broadway, 6th Floor, New York, New York.

15. Defendant Bryan “Baby” Williams is a resident of Florida and an owner of defendant Cash Money Records, Inc.

16. Defendant Ronald “Slim” Williams is a resident of Florida and an owner of defendant Cash Money.

17. At all times relevant to this action, Defendants Bryan and Ronald Williams had exclusive and complete domination and control over Cash Money, such that Cash Money was their alter ego and the acts of Cash Money as set forth in this Complaint are also the acts of Defendants Bryan and Ronald Williams.

18. There is such a unity of interest and ownership between Defendants Bryan and Ronald Williams on the one hand and Cash Money on the other hand, that the individuality of Cash Money or its separateness from Defendants Bryan and Ronald Williams has ceased because:

- a. Cash Money is completely influenced and governed by Defendants Bryan and Ronald Williams;
- b. Defendants Bryan and Ronald Williams completely control Cash Money;
- c. Cash Money was, at all times material to this matter, a corporate

instrumentality used for the benefit of Defendants Bryan and Ronald Williams;

d. Cash Money is, and at all times herein mentioned was, kept under-capitalized by Defendants Bryan and Ronald Williams, in relation to the reasonable needs of its business;

e. The corporate form, entity, and structure of Cash Money was at all times disregarded by Defendants Bryan and Ronald Williams;

f. The assets of Cash Money were intermingled with the assets of Defendants Bryan and Ronald Williams, or transferred without consideration, to Defendants Bryan and Ronald Williams in disregard of the purported separate corporate form, entity, and structure of Cash Money, so as to make it impossible to separate corporate from individual liabilities;

g. The business and corporate affairs of Cash Money are intermingled with those of Defendants Bryan and Ronald Williams; and

h. Cash Money has failed to abide by corporate formalities.

19. Cash Money was never intended to have, and never had, any true existence as a corporation. Indeed, Cash Money was and is organized and designed to act as a device by which Defendants Bryan and Ronald Williams could evade their obligation, responsibility and liability to third parties, including Plaintiff, by engaging in unlawful activity without personal liability.

20. Continued adherence to the fiction of the separate existence of Cash Money would sanction a fraud and promote injustice, in that Defendants Bryan and Ronald Williams are attempting to escape liability for their unlawful activity, as set forth below, by hiding behind Cash Money and manipulating its assets and liabilities to avoid

responsibility for the unlawful acts that they directed and caused for their own benefit.

21. Defendant Young Money Entertainment LLC, purportedly a joint venture between Dwayne Carter and Cash Money, is a Limited Liability Company formed under the laws of the State of Delaware with a principal place of business in Miami, Florida.

22. On information and belief, defendant YME is an affiliate and/or subsidiary of defendant Cash Money. Defendant YME is and at all relevant times has been under the control of defendant Cash Money, and the acts of YME as set forth in this Complaint are also the acts of Cash Money and Defendants Bryan and Ronald Williams.

23. On information and belief, pursuant to an agreement between Cash Money and Universal, Universal provided distribution services for YME-produced records, including Drake's first six albums.

IV. STATEMENT OF THE CLAIM

A. The Parties' Agreements Regarding the Recording Services of Drake

24. On December 10, 2008, Plaintiff entered into the Exclusive Artist Agreement, giving Aspire the exclusive right to Drake's services as a recording artist for an initial contract period and five (5) separate consecutive options, and providing for a minimum recording commitment of one album in each of the six contract periods. Each of these five options was deemed automatically exercised absent written notice by Aspire to the contrary, and was in fact exercised by Aspire.

25. By way of the June 26, 2009 Aspire/YME Agreement, Aspire then agreed to furnish to YME the exclusive recording services of Drake in the Territory, defined in the Aspire/YME Agreement as the universe excluding Canada.

26. The parties further agreed that Drake's exclusive recording services would be provided for an initial contract period of at least twelve (12) months, and that YME would have five (5) successive options for additional contract periods of the same duration. The Aspire/YME Agreement provided for a recording commitment of one Drake album in each contract period for which an option was exercised by YME.

27. In return for providing Drake's services, the Aspire/YME Agreement provided that Plaintiff would receive 33.3% of 100% of the Net Profits derived from the commercial exploitation of Drake's recordings thereunder. Defendant YME was responsible for generating accounting statements in connection with this profit sharing interest on a monthly basis, and Defendant Cash Money expressly agreed that Plaintiff's share of the Net Profits would be paid within 15 days of such share being due.

28. Under the Aspire/YME Agreement Aspire maintained 33.3% of 100% of all right, title, and interest in and to the Drake Masters, including, without limitation, the copyrights therein and thereto, and all renewals and extensions thereof. YME further agreed to register the copyright in and to the Drake Masters in Aspire and YME's names.

B. The Success of Drake Albums Released Under the Aspire/YME Agreement

29. On September 15, 2009, YME released Drake's EP entitled *So Far Gone*. *So Far Gone* debuted on the Billboard 200 chart at number six, and was quickly embraced by fans and critics alike. The single "Best I Ever Had" was both named Billboard's "Hot Rap Song" of the year and nominated for two Grammy awards.

30. On June 15, 2010, YME/Cash Money released Drake's album entitled *Thank Me Later*. It debuted at number one on the Billboard 200 chart, selling nearly half a million copies in its first week alone on its way to garnering two Grammy nominations,

selling close to two million copies total, and being certified platinum by RIAA.

31. On November 15, 2011, YME/Cash Money released Drake's album entitled *Take Care*. Like *Thank Me Later*, *Take Care* debuted at number one on the Billboard 200 chart with 631,000 copies sold in the album's first week. *Take Care* went on to earn Drake a quadruple platinum certification for selling over four million units, as well as a Grammy for being the Best Rap Album of the year.

C. **Defendants' Breaches of the Aspire/YME Agreement and The Implied Covenant of Good Faith and Fair Dealing**

32. Defendants provided Plaintiff with only sporadic Net Profits statements consisting of copies of certain accounting statements purportedly provided to Cash Money by Universal, along with cover sheets prepared by an attorney for Cash Money purporting to show Plaintiff's share of the Net Profits.

33. These cover sheets contained deductions for which Defendants had no documentation, deductions that had no basis in fact, deductions that charged Plaintiff with more than its share of expenses, and deductions for expenditures that had already been deducted—effectively double deductions for the same expenditures.

34. By way of example only, despite the fact that Universal had already deducted recording costs, video production costs, marketing costs, and mechanical copyright costs in the statements it provided to Cash Money, the cover sheets prepared by Cash Money reflected additional deductions for those same costs.

35. Similarly, Cash Money deducted both Artist royalties and Artist advances for previous and future records to be delivered—even though those deductions in fact reflect essentially the same expenses and are therefore duplicate costs.

36. Additionally, the cover sheets included deductions for costs that can be and standardly are charged to or recouped from the Artist, such as certain marketing costs and litigation costs, which were disproportionately charged to Aspire. Cash Money failed to provide documentation sufficient to justify deducting such amounts. These deductions are a mere sampling of the accounting improprieties employed by Defendants.

37. Moreover, on information and belief, the accounting statements provided by Universal to Cash Money on account of Universal's distribution of Drake's recordings themselves understate receipts and overstate deductions, resulting in artificially low accountings to Defendants, who then pass along these understated accountings to Plaintiff. On information and belief, Defendants failed to properly audit Universal and collect the correct amounts due under the Universal/Cash Money distribution agreement, because they are paid most of their money from Universal by way of recoupable advances.

38. On information and belief, these advances have totaled more than one hundred million dollars (\$100,000,000), none of which has been shared with Plaintiff. Having been well compensated by way of these advances, on information and belief Defendants lost their incentive to audit the books and records of Universal to ensure the accuracy of the Universal accounting statements, and failed to properly conduct such an audit consistent with industry practice. On information and belief, many of these Universal accounting statements have become incontestable, meaning that Plaintiffs will never be able to determine the true value of its Net Profit interest. In failing to properly audit Universal and/or preserve their audit rights, Defendants breached the implied covenant of good faith and fair dealing inherent in the Aspire/YME Agreement, resulting in Plaintiff receiving significantly less than its correct share of Net Profits.

D. Defendants' Inducement of Drake's Breach of the Exclusive Artist Agreement

39. On January 29, 2013, Defendants entered into an exclusive agreement for Drake's services as a recording artist directly with Frozen Moments, LLC, a limited liability company owned by Drake (the "YME/Drake Agreement").

40. When Defendants entered into that YME/Drake Agreement, Plaintiff's Exclusive Artist Agreement with Drake was still in effect, a fact that was then known to Defendants. Indeed, in brazen acknowledgment of this fact, Defendants expressly referenced that agreement and the Aspire/YME Agreement in the YME/Drake Agreement. Defendants were so clearly aware that they were intentionally interfering with Plaintiff's contract, and inducing Drake to breach it, that YME further agreed in the YME/Drake Agreement to indemnify Drake against a foreseeable claim of breach.

41. The YME/Drake Agreement also provided that Defendants were to pay Drake more than \$10 million that should have been paid to Plaintiff, including \$4 million for albums that had been produced and released under the Aspire/YME Agreement. \$2 million of that amount was allocated to the resolution of audit claims related to the album *Thank Me Later*. In allocating this amount to Drake, Defendants essentially admitted that they had also improperly accounted to Plaintiff under the Aspire/YME Agreement. Yet Defendants have made no audit settlement payments to Plaintiff in connection with *Thank Me Later* or any other album subject to the Aspire/YME Agreement.

E. Defendants' Continued Breaches of the Aspire/YME Agreement and Prevention of Aspire's Entitlement to Share in Defendants' Financial Success

42. On September 24, 2013, YME released Drake's album entitled *Nothing Was the Same*. As had become the pattern for Drake's albums, *Nothing Was the Same* debuted

at number one on the Billboard 200 chart, selling even more copies in its first week than its predecessors. The album went on to be certified triple platinum by RIAA for selling over three million units and to earn Drake five Grammy nominations.

43. On February 13, 2015, YME released Drake's album entitled *If You're Reading This It's Too Late*. Continuing Drake's pattern of success, *If You're Reading This It's Too Late* debuted at number one on the Billboard 200 chart, was certified double platinum by RIAA, and helped Drake on his way to several award nominations.

44. On April 29, 2016, YME released Drake's album entitled *Views*. *Views*, like its last several predecessors, debuted at number one on the Billboard 200 chart. The album earned Drake another set of award and nominations, achieved a quadruple platinum certification from RIAA in December 2016 and broke multiple records, including the record for most streams across all services in the album's first week.

45. Under the Aspire/YME Agreement, Aspire is entitled to a one-third share of the Net Profits from the commercial exploitation of *So Far Gone*, *Thank me Later*, *Take Care*, *Nothing was the Same*, *If You're Reading This It's Too Late*, and *Views*. Despite the enormous, consistent success of these recordings, Defendants have failed to pay Aspire more than a token amount of advances on the Net Profits to which Aspire is entitled.

46. In addition, YME failed to register the copyrights in and to the Drake Masters in Aspire's name, as was required by the Aspire/YME Agreement. And further, on information and belief, some or all Defendants caused the copyrights in the Drake Masters to be falsely registered solely in the name of Cash Money and/or Universal.

47. On or about March 1, 2016, YME and Plaintiff entered into an agreement (the "Young Money Tolling Agreement") whereby YME agreed that for any claim or cause

of action that may or could be brought against YME for any reason relating in any way to the Aspire/YME Agreement, the running of any statute of limitations, repose period, laches period, or any similar or other period of time in any way related to any timing-based defense would be suspended and not run for two years from the date of execution of the Young Money Tolling Agreement. Plaintiff and Cash Money entered into a materially identical tolling agreement with one another on or about March 2, 2016.

AS AND FOR A FIRST CAUSE OF ACTION

Breach of Contract

(Against All Defendants)

48. Plaintiff repeats the allegations set forth in paragraphs 1-47 hereof as if fully set forth herein.

49. Plaintiff has performed all conditions, covenants, and promises required to be performed by Plaintiff in accordance with the terms of the Aspire/YME Agreement alleged herein.

50. As detailed above, Defendants have breached the Aspire/YME Agreement by, among other things:

- Failing to pay Plaintiff its proper share of the Net Profits from the commercial exploitation of Drake's first six albums;
- Failing to timely provide Plaintiff with monthly accounting statements reflecting Plaintiff's share of the Net Profits from the commercial exploitation of Drake's recordings; and
- Failing to register the copyrights in and to the Drake Masters so as to reflect Plaintiff's one-third ownership interest in those copyrights and to ensure

Plaintiff would receive royalties payable to copyright owners.

51. As a direct and proximate result of Defendants' breaches of the Aspire/YME Agreement as aforesaid, Plaintiff has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

AS AND FOR A SECOND CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing

(Against All Defendants)

52. Plaintiff repeats the allegations set forth in paragraphs 1-47 hereof as if fully set forth herein.

53. Plaintiff has performed all conditions, covenants, and promises required to be performed by Plaintiff in accordance with the terms of the Aspire/YME Agreement alleged herein.

54. Defendants have breached the covenant of good faith and fair dealing implied in the Aspire/YME Agreement by unfairly interfering with Plaintiff's right to receive the benefits of the Aspire/YME Agreement by, among other things:

- Contracting with Universal in a manner that prevented Plaintiff from receiving its proper share of the Net Profits from the commercial exploitation of the relevant Drake albums;
- Failing to ensure that Plaintiff's one-third copyright interest would be registered and preserved; and
- Failing to conduct a proper audit of Universal's books and records to ensure that Plaintiff received its share of Net Profits from the commercial exploitation of the relevant Drake albums.

55. As a direct and proximate result of Defendants' breaches of the implied covenant of good faith and fair dealing as aforesaid, Plaintiff has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

AS AND FOR A THIRD CAUSE OF ACTION

Tortious Interference with Contract

(Against All Defendants)

56. Plaintiff repeats the allegations set forth in paragraphs 1-47 hereof as if fully set forth herein.

57. Plaintiff and Drake were parties to the Exclusive Artist Agreement, a valid and binding agreement under which Drake agreed to provide his services as a recording artist exclusively for Plaintiff.

58. With knowledge of the existence of the Exclusive Artist Agreement between Plaintiff and Drake, Defendants induced Drake to breach his agreement with Aspire and enter into the competing YME/Drake Agreement directly with Defendants.

59. As a direct and proximate result of the interference by Defendants with the Aspire/Drake Agreement, Plaintiff has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

60. The actions of Defendants were willful and wanton and warrant the imposition of punitive damages.

AS AND FOR A FOURTH CAUSE OF ACTION

Accounting

(Against All Defendants)

61. Plaintiff repeats the allegations set forth in paragraphs 1-47 hereof as if fully set forth herein.

62. In accordance with the Aspire/YME Agreement and Plaintiff's entitlement to receive their share of Net Profits from the commercial exploitation of Drake's recordings, and their share of royalties resulting from Plaintiff's one-third ownership of the copyrights in and to the Drake Masters, Plaintiff is entitled to an accounting from Defendants. Defendants are in the best position to know the true and correct amount of Net Profits and royalties due to Plaintiff because the books and records necessary to make such determinations are in the possession, custody, and control of Defendants. Plaintiff is informed and believes, and based thereon alleges, that the accounts related to the Net Profits and royalties due to Plaintiff are so complicated that alleging a fixed sum is impracticable. The true and correct balance due to Plaintiff can only be ascertained by an accounting performed under the supervision of the Court.

AS AND FOR A FIFTH CAUSE OF ACTION

Declaratory Relief

(Against All Defendants)

63. Plaintiff repeats the allegations set forth in paragraphs 1-47 hereof as if fully set forth herein.

64. An actual controversy has arisen and now exists between Plaintiff and Defendants regarding Plaintiff's rights to share in ownership of the copyrights in and to the Drake Masters and in Net Profits from each of Drake's first six solo albums.

65. Defendants have caused the copyrights in and to the Drake Masters to be registered solely in the name of Cash Money and/or Universal. Plaintiff, on the other hand, contends that, pursuant to the Aspire/YME Agreement, Plaintiff has a one-third ownership interest in and to the copyrights in the Drake Masters, and that Defendants had a duty to register all copyrights so as to name Plaintiff as a partial owner of those copyrights.

66. Plaintiff further contends that, pursuant to the Aspire/YME Agreement, it is entitled to a 33.3% of 100% share in the Net Profits received by Defendants derived from the commercial exploitation of each of Drake's first six applicable solo albums, entitled *So Far Gone*, *Thank Me Later*, *Take Care*, *Nothing Was the Same*, *If You're Reading This It's Too Late*, and *Views*. Defendants, on the other hand, refuse to recognize Plaintiff's 33.3% of 100% of Net Profits interest in each of these albums.

67. A judicial determination is therefore necessary and appropriate at this time in order to ascertain Plaintiff's rights and Defendants' obligations and duties to Plaintiff under the parties' applicable agreements. Specifically, Plaintiff seeks a judicial declaration that, pursuant to the Aspire/YME Agreement, (a) Plaintiff has a one-third ownership interest in and to the copyrights in the Drake Masters; (b) Defendants must cause any and all copyright applications or registrations already on file with the U.S. Copyright Office to be amended to include Plaintiff as a one-third owner of those copyrights; and (c) Defendants must register with the U.S. Copyright Office any copyrights in and to the Drake Masters for which there is no application or registration yet on file.

68. Plaintiff accordingly also seeks a judicial declaration that pursuant to the terms of the Aspire/YME Agreement, Plaintiff has the right to share in 33.3% of 100% of the Net Profits of the Drake albums *So Far Gone*, *Thank Me Later*, *Take Care*, *Nothing Was the Same*, *If You're Reading This It's Too Late*, and *Views*.

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment against the Defendants, and each of them, as follows:

1. For monetary damages in an amount to be determined at trial;

