

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

ALVIN LEWIS)
Plaintiff,)
v.)
JIMMY CARLTON WINFREY aka Peewee Roscoe)
JEFFERY LAMAR WILLIAMS aka Young Thug)
BRYAN "BABY" WILLIAMS aka Birdman)
CASH MONEY RECORDS)
YOUNG MONEY RECORDS)
Defendants)
_____)

CIVIL ACTION
FILE NO. **16A-3123-7**
Jury Trial Demanded

COMPLAINT FOR DAMAGES

COMES NOW ALVIN LEWIS ("Mr. Lewis"), Plaintiff in the above-styled action, by and through the undersigned attorney, to file this Complaint for Damages against Defendants, showing this Honorable Court as follows:

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ANGEL T. DAVIS
STATE COURT CLERK - 07
COBB COUNTY, GA
FILED IN OFFICE

1.

On April 25, 2015, Mr. Lewis was a professional bus driver contracted to drive a Pioneer Coach-owned touring bus, for a concert tour to promote music recording artist Dwayne "Lil Wayne" Carter and Cash Money Records and or Young Money Records.

2.

On April 25, 2015, and before, Jimmy Winfrey and the other Defendants¹ herein conspired and acted as agents to an interrelated pattern of criminal activity motivated by or the effect of which is pecuniary gain, economic, and physical threat or injury including

¹ See The State of Georgia v. Jimmy Carlton Winfrey, Cobb Superior Criminal Court Case Number 152765, brought by Cobb County District Attorney D. Victor Reynolds, in which Defendant Winfrey was indicted July 30, 2015 by a Grand Jury for Violation the Racketeer Influenced and Corrupt Organizations Act, Violation of the Street Gang Terrorism and Prevention Act, Aggravated Assault, Criminal Damage to Property in the First Degree, Possession of a Firearm during the Commission of a Felony; Defendants Jeffery Lamar Williams, Bryan "Baby" Williams and their associated record companies are implicated within the indictment as conspirators/spokes of the RICO entity; Defendant Winfrey was subsequently convicted and sentenced to prison for these crimes.

to commit terroristic acts such firing multiple gunshot rounds into the tour bus carrying Dwayne "Lil Wayne" Carter and passengers aboard his tour bus, including bus driver Mr. Lewis, attempting to kill, maim, or injure numerous occupants of said bus including Mr. Lewis after a concert in Atlanta while the bus was driving on Interstate 285.

BACKGROUND

3.

Jimmy Winfrey (a.k.a. Pee Wee, a.k.a. Roscoe), Jeffery Williams (a.k.a. Young Thug), Bryan Williams (a.k.a. Birdman), and Dwayne Carter (a.k.a. Lil Wayne) are all Blood Gang members.

4.

Jeffery Williams is a Young Slime Life (hereinafter "YSL") Blood Gang subset member.

5.

Jimmy Winfrey is a YSL Blood Gang subset member.

6.

Jeffery Williams is from the Metro Atlanta area in Georgia.

7.

Jimmy Winfrey is from the Metro Atlanta area in Georgia.

8.

The majority of YSL Blood Gang subset members are based out of Metro Atlanta, Georgia.

9.

Gang culture revolves around violence, money, and firearms.

10.

Gang violence includes inter gang violence.

11.

Gang members are expected to uphold the status of the gang and of individual gang members

12.

Gang members lose status within the gang if they are disrespected and take no action in response.

13.

Gang members often publicize or make public their violent activities for the purpose of gaining status and causing widespread fear and intimidation; gang members also share in proceeds from gang-related financial projects.

14.

Blood Gang members often change words that start with the letter "C" into words that start with the letter "B"

15.

There were numerous YSL involved shootings in Metro Atlanta in 2015.

16.

Dwayne Carter is from Hollygrove, New Orleans, Louisiana.

17.

Dwayne Carter, Jeffery Williams and Bryan Williams are presently, or were in the past, performers in the music business and also identify with their gang affiliation in their music and music videos.

18.

Bryan Williams is the owner of the record company Cash Money Records. Cash Money Records is the vehicle by which Bryan Williams turns the creations of artists into profit.

19.

Cash Money Records and Bryan Williams had a longstanding business relationship with Dwayne Carter. As that business relationship began to sour at the end of 2014 / beginning of 2015, Bryan Williams and Cash Money Records nurtured a new business relationship with Jeffery Williams.

20.

Jeffery Williams received remuneration from Cash Money Records and / or Young Money Records

21.

Jeffery Williams and / or Cash Money Records and / or Young Money Records and / or Bryan Williams consented to allow Jimmy Winfrey to act as agent for Jeffery Williams and / or Cash Money Records and / or Young Money Records and / or Bryan Williams.

22.

Jimmy Winfrey has appeared in music video recordings with Jeffery Williams and assisted Williams in his music recording and touring endeavors, for which he is/was compensated.

23.

Jeffery Williams and Bryan Williams have released music under the "Rich Gang" moniker. Rich Gang is owned by Cash Money Records and / or Young Money Records and / or Bryan Williams.

24.

In June 2014, Jeffery Williams told MTV News that he was signed to Young Money Records and or Cash Money Records referring to these entities as "YMCMB" while Bryan Williams looked on in approval.

25.

In September 2014, with his support geared towards artist Jeffery "Young Thug" Williams, Bryan Williams began a promotional campaign leading to the release of an album entitled "Rich Gang: Tha Tour, Vol. 1." The album did not feature any appearances by Dwayne Carter nor did it mention "Cash Money Records" but instead focused on the joint Bryan Williams and Jeffery Williams "Rich Gang" project.

26.

Bryan Williams is an owner of Cash Money Records. Cash Money Records, Young Money Records, and or Bryan Williams, own the Rich Gang label or moniker. Cash Money Records also owns Young Money Records. Cash Money Records and Dwayne Carter own Young Money Records. Cash Money Records owns more than 50% of Young Money Records. Dwayne Carter owns less than 50% of Young Money Records. Prior to January 28, 2015, Dwayne Carter and Bryan Williams had a business dispute concerning Dwayne Carter's contract with Cash Money Records.

27.

In December 2014, just days before its planned release, Dwayne "Lil Wayne" Carter confirmed to media outlets that his album: "Tha Carter V" was not coming out as planned. Dwayne Carter reported at that time that Bryan Williams refused to release the album, and that Carter and his works were "prisoner" to the label.

28.

On January 28, 2015, Dwayne Carter filed a federal law suit against Cash Money Records in District Court of the Southern District of New York, seeking millions of dollars of lost revenue and other monies, the termination of his contract with Cash Money Records, and the ability to take other performers with him in his departure from Cash Money Records.

29.

Dwayne Carter subsequently dismissed the law suit against Cash Money Records due to venue issues.

30.

Problems and verbal animosity continued between Dwayne Carter and Bryan Williams after the federal law suit was dismissed.

31.

Jeffery Williams sided with Bryan Williams in the dispute that formed the basis of Dwayne Carter's federal law suit, and problems and verbal animosity soon arose between Jeffery Williams and Dwayne Carter.

32.

"Beefs" are violent rivalries in rap music. Beefs are frequently employed to increase record sales by promoting confrontation and glorifying violence.

33.

Jeffery Williams, Bryan Williams, Cash Money Records, and or Young Money Records sanctioned and placed into commerce recordings admitting gang members associated with Jeffery Williams, Bryan Williams, Cash Money Records, and or Young Money Records were motivated and had the intention to commit acts of violence toward Dwayne Carter.

34.

Jeffery Williams taunted Dwayne Carter in interviews and in lyrics by claiming to be taking over Dwayne Carter's "Carter" series of records of which Dwayne Carter was responsible for 5 albums.

35.

On or about April 17, 2015, as a result of the dispute between Dwayne Carter and Bryan Williams, Cash Money Records and or Young Money Records, Jeffery Williams released the next album in the "Carter" series of recordings but changed the name to "Barter VI" by changing the "C" to a "B".

36.

Bryan Williams approved, acknowledged, and ratified this act, and made monetary profit utilizing Cash Money Records and / or Young Money Records as a vehicle to promote and or distribute these recordings.

37.

Approximately five (5) days before April 26, 2015 Jeffery Williams placed a recording on his Instagram account containing gang references, taunts, and threats of violence and harm to Dwayne Carter. Jimmy Winfrey and certain weapons are visible in

that video, and Winfrey appears in such video with consent and approval of Jeffery Williams.

38.

On or about April 26, 2015, Jeffery Williams traveled to and attempted to perform in New Orleans, Louisiana. Jeffery Williams, however, was shouted at by the crowd while on the stage in Louisiana with the crowd chanting in support of Dwayne "Lil Wayne" Carter.

39.

Following his performance and being shouted at in Louisiana, Jeffery Williams contacted Jimmy Winfrey in Atlanta.

40.

Upon information and belief, Jeffery Williams and Jimmy Winfrey discussed that Dwayne "Lil Wayne" Carter was in Atlanta on this same day at this time performing a show at the venue Compound in Atlanta, Georgia.

41.

At or around the time Dwayne Carter began his performance at the Compound, gang members associated with Jeffery Williams, including Jimmy Winfrey and other members of YSL, left an Atlanta location known as the Vault and traveled to the Compound venue.

42.

Atlanta Police observed the arrival of Jimmy Winfrey and other gang members Winfrey and Jeffery Williams are associated with at the Compound venue.

43.

Jimmy Winfrey was driving a white, 2015, Chevrolet Camaro when he arrived at the Compound on April 26, 2015.

44.

There was a confrontation between Jimmy Winfrey and his group and Dwayne Carter and his group at the Compound.

45.

During the confrontation Jimmy Winfrey threatened Dwayne Carter by stating "this my city, keep fucking around I'll spray the bus."

46.

Fearing gang violence, Atlanta Police immediately escorted Dwayne Carter and his group away from the Compound.

47.

Atlanta Police attempted to detain Jimmy Winfrey at the Compound but Winfrey fled the scene in the white Camaro before Atlanta Police could detain Winfrey.

48.

Atlanta Police observed that Winfrey had an assault rifle in the white Camaro and that he was the only occupant of the white Camaro.

49.

Atlanta Police then escorted Dwayne Carter's group, in two (2) tour buses, toward Atlanta Road in Cobb County and onto Interstate 285 north.

50.

During the escort of Dwayne Carter's group toward Interstate 285 an Atlanta Police Lieutenant observed a white Chevrolet Camaro traveling at a high rate of speed in the direction Atlanta Police had taken Dwayne Carter's group.

51.

Prior to the time Jimmy Winfrey left the Vault, and thereafter when he was traveling after Dwayne Carter's group toward Interstate 285, Jimmy Winfrey was in contact by cell phone with cell phone connected to Jeffery Williams.

52.

Atlanta Police discontinued their escort as the buses in Dwayne Carter's group left Fulton County and prior to the buses entering Interstate 285 north at Atlanta Road in Cobb County.

53.

After Atlanta Police discontinued their escort, Jimmy Winfrey, in the white Camaro, entered Interstate 285 from Atlanta Road in pursuit of the buses.

54.

The two buses in Dwayne Carter's group contained a total of twelve (12) individuals. These individuals included Dwayne Carter, driver Alvin Lewis, James Mulvey, Christopher Moore, Joseph Rattleff, Sarah Bellew, Aaliah Cheadle, Monia Torres, Jade Mauldin, Omololu Akinlolu, Jovan Travis Peterson, and an individual known as Chef D.

55.

Shortly after the buses entered Interstate 285, Jimmy Winfrey, in the white Camaro, pulled beside the rear bus, the rear bus being driven by Jovan Travis Peterson.

56.

When the white Camaro pulled beside the buses, gunshots were fired at the 12 individuals in the buses, from the white Camaro with a .40 caliber handgun and a 9mm handgun.

57.

Shots were fired from the white Camaro into both buses while the buses were driving on the inner ring of Interstate 285 north between Atlanta Road and Interstate 75, said section of road being completely within Cobb County, Georgia.

58.

After the shots were fired, Jimmy Winfrey, still in the white Camaro, exited Interstate 285 and entered Interstate 75 south heading back into Atlanta.

59.

When Jimmy Winfrey entered Interstate 285 at Atlanta Road he stopped using his cell phone.

60.

Once Jimmy Winfrey entered Interstate 75 south heading back into Atlanta after the shooting, he immediately started using his cell phone again and placed a call to a cell phone owned by Bryan Williams and or Cash Money Records and or Young Money Records.

61.

Jimmy Winfrey traveled south on Interstate 75 and returned to the Vault in Atlanta, Georgia.

62.

After the shooting, the lead bus driver, Mr. Lewis, called 911 to report that a white sports car had fired shots into the buses on Interstate 285.

63.

After the shooting, in fear that if they stopped they would be shot at again, the buses continued on Interstate 285 and exited Interstate 285 onto Georgia 400 south toward Atlanta.

64.

Once on Georgia 400 south, the buses traveled to the Mandarin Oriental Hotel where they were met by Atlanta Police.

65.

Atlanta Police permitted the occupants of the two buses, with the exception of drivers Mr. Lewis and James Malvey, to leave the scene without obtaining contact information and without taking statements.

66.

After the buses had arrived at the Mandarin Oriental Hotel, and while Jimmy Winfrey was still on his cell phone with the cell phone owned by Bryan Williams, Winfrey left the Vault and drove to the Mandarin Oriental Hotel.

67.

Shortly thereafter Jimmy Winfrey hid the white 2015 Chevrolet Camaro.

68.

After hiding the white Camaro, Winfrey departed for Miami, Florida.

69.

Jimmy Winfrey had a photograph of the white Chevrolet Camaro posted on his Instagram account which he attempted to delete after the April 26, 2015 shooting in Cobb County, Georgia.

70.

Cobb County Police thereafter discovered where the white Chevrolet Camaro was hidden, obtained a search warrant, and recovered the white 2015 Chevrolet Camaro.

71.

The white 2015 Chevrolet Camaro was recovered from the garage of a relative of Jimmy Winfrey.

72.

On or about June 8, 2015, Jeffery Williams released a music video containing the track "Halftime," wherein Jeffery Williams said that if he pulled up next to "Lil Whodi" he would "pop him in the noggin," and thereafter a gun was pointed at the camera. On the "Halftime" music video, Jimmy Winfrey is seen holding an assault rifle similar to the one he was seen with on April 26, 2015, at the Compound in Atlanta, Georgia.

73.

Jeffery Williams has engaged in acts that ratify his agency relationship with Jimmy Winfrey to engage in acts of violence including RICO predicate acts such as committing the acts alleged herein.

74.

Bryan Williams has engaged in acts that ratify his agency relationship with Jeffery Williams and with Jimmy Winfrey to engage in acts of violence including RICO predicate acts such as committing the acts alleged herein.

13

75.

Cash Money Records and or Young Money Records have engaged in acts that ratify their agency relationship with Jeffery Williams and Jimmy Winfrey to engage in acts of violence including RICO predicate acts such as committing the acts alleged herein.

76.

On July 7, 2015, after being told that he couldn't ride his Hovertrax scooter in the mall, Jeffery Williams threatened to shoot a security mall officer in the face outside of Dunwoody's Perimeter Mall in Georgia.

77.

In July 2015 Jeffery Williams was arrested for "terroristic threats" stemming from the July 7 mall incident. Williams was also charged with additional drugs and weapons charges as well, after police searched his home.

78.

Jimmy Winfrey called Jeffery Williams just before Winfrey's shooting at Dwayne Carter and his tour buses. Immediately after the shooting Jimmy Winfrey called Bryan Williams. Neither Jeffery Williams nor Bryan Williams repudiated Winfrey's acts of violence on April 26, 2015.

79.

Jimmy Winfrey has been compensated to act as an agent for Jeffery Williams, Cash Money Records and or Young Money Records and / or Bryan Williams.

80.

Young Money Records contracted for the Pioneer Coach Tour Buses.

In attacking the buses, Defendants intentionally caused breach of contract depriving bus driver Mr. Lewis of cost, employment, and opportunity.

81

Defendants intentionally interfered with contractual relations, tortiously inducing breach of contract, and intentionally causing a contractual relationship to be breached.

82.

All of the acts of Defendants were willful misconduct and gross negligence.

Cash Money Records, as majority owner of Young Money Records, owes compensation for lost wages caused to their contractor, who they contracted to perform the function of driving a tour bus.

83.

Defendants are subject to the jurisdiction of this Court and venue is proper by virtue of their repeated consistent entry into, traversing through, and transacting business in this County and the fact that the tortious act was committed within this County.

COUNT I - ASSAULT AND BATTERY

Aggravated Assault / Battery (Individual, Agency, and Respondeat Superior)

84.

Plaintiff incorporates and realleges all allegations above as if set forth fully verbatim herein.

85.

Within the time period and upon the premises complained of herein, Defendants engaged in intentional, threatening, harmful and / or violent course of volitional conduct which was calculated to and foreseeable that it would cause, and which did cause Plaintiff

[who did not consent to such] substantial and continuing pain, suffering, discomfort, medical expenses, lost personal and professional property, and lost wages.

86.

The intentional acts complained of were extreme and outrageous, and exceeded the bounds of those usually tolerated in a civilized community.

87.

As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer substantial and continuing pain, anguish, suffering, discomfort, medical expenses, lost personal and professional property, and lost wages. Defendants placed Plaintiff in immediate fear of death and severe bodily harm by attacking and attempting to kill him without any just provocation or cause.

88.

Defendants inflicted harmful and offensive, unprivileged and unconsented contact upon Plaintiff and within his close physical space with the intent to cause such contact. The conduct of the Defendants, as described herein, intentionally caused an unauthorized harmful or offensive contact toward Mr. Lewis' person.

89.

Cash Money Records is liable as a principal for all torts committed by its employees within the course and scope of their employment, described herein, via respondeat superior. Young Money Records is liable as a principal for all torts committed by its employees within the course and scope of their employment, described herein, via respondeat superior. Bryan Williams is liable as a principal for all torts committed by his employees within the course and scope of their employment, described herein, via respondeat superior. Jeffery Williams is liable as a principal for all torts

committed by his employees within the course and scope of their employment, described herein, via respondeat superior.

COUNT II - TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP

Breach of Contract / Quantum Meruit / Interference with Business Relationship

90.

Plaintiff incorporates and realleges the allegations above as if set forth fully verbatim herein.

91.

As set forth above, Defendants have caused injury and damages to Plaintiff in an amount to be determined at trial, for which Plaintiff is entitled to recover.

92.

As a direct and proximate result of Defendants' conduct, Plaintiff suffered, *inter alia*, substantial and continuing lost wages and lost opportunity to earn wages.

93.

As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to special damages and general damages in an amount to be shown at trial and determined by a jury.

COUNT III - CIVIL RICO

94.

Under state and federal RICO (Racketeer Influenced & Criminal Organizations), civil liability is based upon proof of criminal predicate acts, and provides for an award of treble damages for a person injured thereby. Georgia's RICO statute defines the predicate as an "interrelated pattern of criminal activity motivated by or the effect of which is pecuniary gain or economic or physical threat or injury."

95.

The Georgia Supreme Court has clarified that in a civil RICO case, the burden of proof is “preponderance of evidence” (greater weight of the evidence) rather than the higher standard of “clear and convincing evidence,” the standard for award of punitive damages in Georgia, which the Court of Appeals had applied.

96.

Under Georgia's RICO statute, it is “unlawful for any person, through a pattern of racketeering activity or proceeds derived therefrom, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise, real property, or personal property of any nature, including money.” OCGA § 16–14–4(a). A “racketeering activity,” also known as a “predicate act,” is the commission of, the attempt to commit, or the solicitation or coercing of another to commit, a “crime which is chargeable by indictment” under one of forty categories of offenses. OCGA § 16–14–3(9)(A)(i)–(xl). And a “pattern of racketeering activity” means that there have been at least two acts of racketeering activity that are interrelated and that were done “in furtherance of one or more incidents, schemes, or transactions.” OCGA § 16–14–3(8)(A). Additionally, it is unlawful to conspire to violate the substantive provisions of Georgia's RICO Act. OCGA § 16–14–4(c). Under Georgia law, a person may be found liable for RICO conspiracy “if they knowingly and willfully join a conspiracy which itself contains a common plan or purpose to commit two or more predicate acts.” *Rosen v. Protective Life Ins. Co.*, 817 FSupp2d 1357, 1382(II)(G) (N. D.Ga.2011) (applying the Georgia RICO statute).

97.

To assert a civil claim based upon either a violation of the RICO statute or a conspiracy to violate that statute, a plaintiff must show that the defendants violated or

conspired to violate the RICO statute; that as a result of this conduct the plaintiff has suffered injury; and that the defendant's violation of or conspiracy to violate the RICO statute was the proximate cause of the injury. *Cox v. Mayan Lagoon Estates, Ltd.*, 319 Ga.App. 101, 109(2)(b) (734 S.E.2d 883) (2012).

98.

The multiple separate but related schemes herein include (but are not limited to):

- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Dwayne Carter, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Alvin Lewis, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at James Mulvey, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Christopher Moore, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Joseph Ratleff, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Sarah Ballew, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Aaliah Cheadle, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Monia Torres, in Cobb County, Georgia

- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Jade Mauldin, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Omololu Akinlolu, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Jovan Travis Peterson, in Cobb County, Georgia
- On April 26, 2015, Jimmy Winfrey committed Aggravated Assault by shooting at Chef D, in Cobb County, Georgia
- On April 26, 2014, Jimmy Winfrey committed a Terroristic Act, by shooting a firearm at a conveyance, to wit: a bus, occupied by Alvin Lewis.
- On April 26, 2014, Jimmy Winfrey committed a Terroristic Act, by shooting a firearm at a conveyance, to wit: a bus, occupied by Jovan Travis Peterson.
 - Terroristic Threats
 - On April 26, 2015, Jimmy Winfrey committed a Terroristic Threat, by stating to Dwayne Carter that he would “spray” the bus that Dwayne Carter was entering.
 - VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, O.C.G.A. 16-14-4(a), (b)
 - On April 26, 2015, Jimmy Winfrey, did, while associated with the enterprises Cash Money Records and or Young Money Records, engage in predicate acts in furtherance of said enterprises and for the ill-gotten gains of Jeffery Williams and or Bryan Williams.

- VIOLATION OF THE STREET GANG TERRORISM AND PREVENTION ACT; O.C.G.A. 16-15-4(a), (b), et seq.
- Jimmy Winfrey did, while associated with a gang enterprise engage in criminal gang activity and other acts in furtherance of said gang enterprise.

COUNT IV – INTENTIONAL INFLICTION OF DISTRESS

99.

Plaintiff incorporates and realleges all allegations as if set forth fully verbatim herein.

100.

The conduct of Defendants was intentional and reckless; (2) the conduct was extreme and outrageous; (3) the conduct caused emotional distress and (4) the emotional distress was severe.

COUNT V - VICARIOUS / AGENCY / RESPONDEAT SUPERIOR LIABILITY

101.

Plaintiff incorporates and realleges all allegations as if set forth fully verbatim herein.

102.

In Georgia, employers / principals are vicariously liable for damages arising from the acts or omissions of their employees or agents when such tortious conduct is committed in the course of the employer's or principal's business, within the scope of the

servant's or agent's employment and is sufficient to authorize a recovery of punitive damages under OCGA § 51-12-5.1.

103.

OCGA § 51-2-2 provides: "Every person shall be liable for torts committed by his wife, his child, or his servant by his command or in the prosecution and within the scope of his business, whether the same are committed by negligence or voluntarily."

104.

The torts alleged herein were committed in the course and prosecution of the employer / masters' business and within the scope of the servants' / agents' employment and also for purposes of accomplishing the ends of the employment.

105.

The Georgia courts have adopted the Restatement view of agency, which defines agency as "the fiduciary relationship which results from the manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and consent by the other so to act." *Id.* citing *Flournoy v. City Finance of Columbus, Inc.*, 679 F.2d 821, 823-24 (11th Cir.1982). Under Georgia law, questions as to the existence of agency and the extent of the agent's authority are generally questions for the jury. *Id.* citing *Renfroe v. Warren-Hawkins Am. Legion Post No. 523*, 157 Ga.App. 614, 278 S.E.2d 414 (1981).

106.

"Manifestation of consent by one person to another that the other shall act on his behalf" can be shown expressly or may arise by implication as well. GA. CODE ANN. § 10-6-1 (Michie 1989). The implication of agency may be proved solely by circumstantial evidence, apparent relations, and the conduct of the purported parties to the agency

relationship. *Larkins v. Boyd*, 205 Ga. 69, 72, 52 S.E.2d 307 (1949); *Chrostowski v. G & MSS Trucking, Inc.*, 198 Ga. App. 140, 143, 401 S.E.2d 53 (1990); *Lewis*, 139 Ga.App. at 858, 229 S.E.2d at 768. If there is any competent evidence, beyond the bare assertion of an outsider, that tends to establish the agency relationship, the question of agency should be submitted to the jury. *Id.* citing *Turner Broadcasting System, Inc. v. Europe Craft Imports, Inc.*, 186 Ga.App. 286, 288, 367 S.E.2d 99 (1988); *Lewis*, 139 Ga.App. at 859, 229 S.E.2d at 769.

107.

O.C.G.A. 51-2-1(a) provides: "The implication of agency may be proved solely by circumstantial evidence, apparent relations, and the conduct of the purported parties to the agency relationship." See *King v. Towns*, 102 Ga.App. 895 (4) 118 S.E.2d 121 (1960). Consent may also shown by misinformation, corroboration, or ratification.

108.

"Ratification can be express or implied from the acts or silence of the principal. *Medley v. Boomershine Pontiac*, 214 Ga. App. 795 (Ga. App. 1994) citing OCGA § 10-6-52. "Whether ratification occurred is usually a question for the jury (*Wielgorecki v. White*, 133 Ga. App. 834, 838 (1) and not a question of law for the court." *Id.* citing *Coursey v. Consolidated Naval Stores Co.*, 22 Ga. App. 538 (3)".

107.

Winfrey spoke with Jeffery Williams via phone just before Winfrey fired gunshots at the bus. Winfrey called Bryan Williams immediately after the shooting. Neither Jeffery Williams or Bryan Williams repudiated Winfrey's heinous acts.

109.

Jimmy Winfrey is a servant of Jeffery Williams

Jimmy Winfrey is a servant of Bryan Williams

Jimmy Winfrey is a servant of Cash Money Records

Jimmy Winfrey is a servant of Young Money Records.

The torts alleged herein were committed in the course and prosecution of the employer / masters' business and within the scope of the servants' / agents' employment and also for purposes of accomplishing the ends of the employment.

COUNT VI - RECKLESS HIRING, RETENTION, ENTRUSTMENT

110.

Plaintiff incorporates and realleges the allegations above as if set forth fully verbatim herein.

111.

Under the law of this State the master is bound to exercise ordinary care in the selection of servants and not to retain them after knowledge of incompetency or unsuitableness for said servant's employment.

112.

Defendants were negligent/reckless in that each failed to exercise ordinary care in the selection and retention in their employ of said servants and employees.

113.

Defendants each did carelessly, negligently, recklessly, and wrongfully employ and retain in their employ agents / servants well knowing that said agents / servants were unfit and improper persons to have in their employ.

As a direct and proximate result of said described negligence on the part of said Defendants each, Plaintiff has been injured and damaged as herein set out.

- b. that this matter be heard by a jury;
- c. that judgment issue in favor of Plaintiff and against the Defendants on all counts of Plaintiff's complaint;
- d. that judgment issue in favor of Plaintiff and against the Defendants awarding Plaintiff general and special damages and recovery of attorneys' fees in an amount to be proven at trial;
- e. that the cost of this action be levied against Defendants; and
- f. that Plaintiff be awarded such other and further relief as the Court deems just and proper under the circumstances.

This November 10, 2016.

JEFFREY | SCOTT, LLP

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