

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

-----X
CHOCOLATE CITY LIMITED,

Index No.

Plaintiff,

-against-

NASIR JONES A/K/A NAS,
RONNIE GOODMAN

Defendants

-----X

SUMMONS

To the above-named Defendants:

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 plaintiffs' attorneys within twenty (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 case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Venue designated is New York County.

Basis of designated venue is the residence of the defendants.

Dated: New York, New York
October 9, 2017

LAW OFFICES OF K.C. OKOLI, P.C.
Attorneys for Plaintiff
CHOCOLATE CITY LIMITED
330 Seventh Avenue
15th Floor
New York, New York 10001

(212) 564-8152


By: K.C. OKOLI, ESQ.

FOR SERVICE ON

NASIR JONES A/K/A NAS
Mass Appeal Records Inc.
84 Wooster Street
Suite 504
New York New York 10012

RONNIE GOODMAN
Mass Appeal Records Inc.
84 Wooster Street
Suite 504
New York New York 10012

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COMPLAINT

Plaintiff, by its attorneys, **LAW OFFICES OF K.C. OKOLI, P.C.** complaining of the defendants, respectfully alleges as follows:

1. At all times mentioned, Plaintiff Chocolate City Limited (“CCL”) was a foreign corporation organized and existing under and by the laws of the Federal Republic of Nigeria.
2. CCL is a music and entertainment corporation which has a record label, and is engaged in management consulting, event planning, advertising and media consultancy.
3. Defendant Nasir Jones a/k/a Nas (“NAS”) is a United States music recording artist and entrepreneur.
4. Upon information and belief, NAS has released 8 studio albums that have sold over 25 million copies, has been nominated for 11 Grammy awards, 6 MTV awards and 3 BET awards.

5. NAS won the BET Hip Hop Icon Award in 2006 and Impact Award in 2012.
6. NAS is a highly respected lyricist in the music industry.
7. NAS is doing business in the State of New York; NAS transacts business in the State of New York.
8. Upon information and belief, Defendant Ronnie Goodman (“Goodman”) is a resident of the State of New York.
9. Upon information and belief, Goodman is a business partner/agent of NAS.

FACTUAL BACKGROUND

10. Jude Abaga a/k/a M.I (“M.I”) is a Nigerian recording artist, songwriter and record producer who has released 4 studio albums and 3 mixtapes to this day, and has sold over 15 million records.
11. M.I was nominated Best International Act at the BET Awards 2010, and won the Best Hip Hop and Best New Act Awards at the 2009 MTV Africa Music Awards.
12. MI is signed under an exclusive recording album with CCL, and CCL represents M.I in setting up artistic collaborations, joint ventures, and things of that nature. CCL was also responsible for the financial outlay which may be involved in such activities.
13. Sometime in 2013, CCL and Goodman were introduced by a music executive who knew that M.I and NAS were interested in collaborating on a musical project.
14. M.I wanted to work with NAS because of NAS’s exceptional talent as a lyric

writer and commitment to improving the creative collaboration between artists in the United States and Africa. The proceeds from NAS's jointly-recorded album with Damian Marley, "Distant Relatives", were donated to building a school in Africa.

15. M.I.'s proposed song featuring NAS was to illustrate the similar experiences that black men in Africa and the United States share as well as show the solidarity between the two artists and their countries.
16. The proposed song would also pay tribute to Nelson Mandela, who at the time was gravely ill, and Trayvon Martin and other victims of racially motivated gun violence in the United States.
17. The title of the proposed song was to be "Man" and would be released on M. I.'s album *The Chairman*.
18. On or about July 18, 2013, the plaintiff and the defendants agreed that, for the sum of \$50,000 (Fifty Thousand Dollars), NAS would perform a verse on M. I.'s song "Man" to the reasonable satisfaction of CCL.
19. On or about July 24, 2013, CCL caused to be transferred by wire transfer to account of Goodman at JP Morgan Chase Bank NA, Ardsley, New York 10502 (A/C No. 907125398365), the sum of \$45,000, being part-payment of the agreed sum of \$50,000 for NAS.
20. The remainder of \$5,000 was to be sent separately as agent's fee to Goodman for his role in bringing the parties together for the collaborative endeavor.
21. It was further agreed by the parties that: a) because NAS and M.I were residents

- of two different continents, they would exchange their respective work products by electronic means back and forth until the proposed song was finally ready for release; b) NAS would mention M.I, Chocolate City, Nigeria, Queens, New York – NAS’s hometown -, Mandela, Trayvon Martin, and the struggles of Africans and African Americans.
22. Upon receipt of the \$45,000, by Goodman, upon information and belief, NAS began to work on his own portion of what was required for the collaborative song.
 23. On or about August 14, 2013, CCL caused to be transferred by wire transfer to the account of Goodman at JP Morgan Chase Bank NA, Ardsley, New York 10502 (A/C No. 907125398365), the sum. \$5,000 (Five Thousand Dollars), being the second and last instalment of the agreed fee for the NAS and M.I collaborative song.
 24. The parties also agreed that the master recording by NAS would ultimately be provided to CCL and shall be the property of CCL.
 25. On or about September 4, 2013, the defendants delivered by email, the first version of an audio track dubbed the *possible verse* to CCL in Lagos, Nigeria.
 26. The verse that was delivered as aforesaid, did not contain any of the agreed-upon names, phrases and facts; moreover, it did not contain anything to indicate that same was a collaboration between NAS and M.I.
 27. Dissatisfied with the lyrical content and quality of the aforesaid ostensible recording by NAS, CCL insisted that specific language be used by NAS in the verse he was working on.

28. Defendants agreed to make the required changes but explained that there would be some delay because NAS would be unavailable for several weeks due to prior business commitments.
29. Ultimately, defendants did not make the required changes to comport with the agreement of the parties at the outset.
30. Up to the present time, neither the edited verse nor the master recording has been delivered by the defendants to CCL.

AS AND FOR A FIRST CAUSE OF ACTION FOR MONEY HAD AND RECEIVED

31. Plaintiff repeats and reiterates each and every allegation contained in paragraphs 1-30, as if specifically set forth herein.
32. CCL has paid defendants \$50,000 but has not received the expected verse and master recording from the defendants.
33. CCL is entitled to a complete refund of its money which defendants have failed to refund despite repeated demands.
34. By reason of the foregoing, plaintiff has suffered loss and damage.

AS AND FOR A SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT

35. Plaintiff repeats and reiterates each and every allegation contained in paragraphs 1-34 as if specifically set forth herein.
36. By the aforesaid conduct of the defendants in retaining CCL's payment without furnishing the required verse or master recording, defendants have been unjustly

enriched at the expense of CCL.

- 37. Despite repeated demands, defendants have refused to refund any part of the \$50,000 paid to them by CCL.
- 38. By reason of the foregoing, plaintiff has suffered loss and damage.

AS AND FOR A THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

- 39. Plaintiff repeats and reiterates each and every allegation contained in paragraphs 1-38 as if specifically set forth herein.
- 40. Because of the failure of NAS to provide the requisite verse for the use of M.I in a timely manner, M.I was unable to release an appropriate song for CCL to distribute to the fans of M.I.
- 41. CCL lost the profits it would have made from the distribution of the song had NAS and defendants performed their part of the agreement.
- 42. By reason of the foregoing, plaintiff has suffered loss and damage.
- 43. Plaintiff seeks jury trial of all issues triable by jury.

WHEREFORE, Plaintiff demands judgment against the defendants as follows:

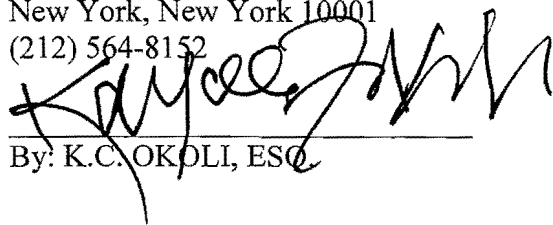
- a) On the First Cause of Action, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00);
- b) On the Second Cause of Action, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00);
- c) On the Third Cause of Action, the sum of ONE MILLION DOLLARS

(\$1,000,000.00);

- d) Punitive damages;
- e) Reasonable attorney's fee, costs and disbursements, as the court shall see fit in the circumstances.

Dated: New York, New York
October 9, 2017

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 Attorneys for Plaintiff
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New York, N.Y. 10001
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(212) 268-3443 (fax)