

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

FILED WITH THE KINGS
COUNTY CLERK'S OFFICE ON
_____, 2018

BUCK 50 PRODUCTIONS, LLC,

Index No.:

Plaintiff,

Plaintiff designates Kings County
as the place of trial

-against-

SUMMONS

MOBB DEEP LLC,

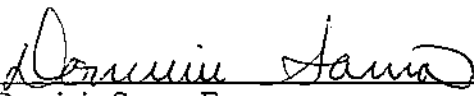
Basis of venue:
Plaintiff's place of business

Defendant.

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 Plaintiff's attorney 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 the 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 11, 2018



Dominic Sarna, Esq.
Attorney for Plaintiff
1539 Franklin Avenue – Suite 200
Mineola, New York 11501
(516) 491-0443

To: Mobb Deep LLC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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BUCK 50 PRODUCTIONS, LLC,

Plaintiff,

-against-

MOBB DEEP LLC,

Defendant.

-----X

INDEX NO.

VERIFIED
COMPLAINT

Plaintiff, complaining of the Defendant herein, by its attorney, Dominic Sarna, Esq., respectfully sets forth and alleges as follows, upon information and belief:

1. The Plaintiff, Buck 50 Productions, LLC (“Plaintiff Buck 50 Productions”) was and is a limited liability company authorized to do business under the laws of the State of New York.
2. The Defendant, Mobb Deep LLC (“Defendant Mobb Deep”), was and is a limited liability company organized and existing under the laws of the State of New York.
3. The Defendant Mobb Deep was and is a foreign limited liability company authorized to do business in the State of New York.
4. The Defendant Mobb Deep was and is a corporation or other entity organized and existing under the laws of the State of New York.
5. The Defendant Mobb Deep was and is a foreign corporation or other entity authorized to do business in the State of New York.

**FACTS COMMON TO ALL
CAUSES OF ACTION**

6. Commencing on or about November 7, 2010, and continuing until in or about August 2017 (the “Services Period”), Plaintiff Buck 50 Productions entered into both verbal and written contracts (“Contracts”) with, and on behalf of, Defendant Mobb Deep LLC.

7. The members of the musical group Mobb Deep were the owners of Mobb Deep LLC.

8. Pursuant to the Contracts, Buck 50 Productions provided Mobb Deep with both artist and business management services.

9. These services included, but were not limited to, securing touring agreements, a record deal, endorsement deals, and marketing deals, as well as advertising, shows, networking, assessing and negotiating offers, and securing travel arrangements.

10. As a result of, and in connection with, performing the services, Buck 50 Productions was caused to expend time, incur expenses, advance sums of money, and perform services, for which it was never compensated, despite demand.

**AS AND FOR A FIRST
CAUSE OF ACTION
BREACH OF CONTRACT**

11. Buck 50 Productions repeats, reiterates and realleges each and every allegation as contained in paragraphs “1” through “10” of the complaint as if set forth fully herein.

12. Mobb Deep breached the Contracts by failing to pay and/or compensate Buck 50 Productions for its expenditures, advanced sums of money, and the work and services it provided during the Service Period.

13. Mobb Deep has never cited any appropriate reason for its breach of the Contracts.

14. By reason of its breach of the Contracts, Mobb Deep caused Buck 50 Productions to suffer financial loss and damages, the amount of which will be determined at trial but which is believed to be no less than Five Hundred Thousand (\$500,000.00) Dollars, plus interest.

**AS AND FOR A SECOND
CAUSE OF ACTION
CONVERSION**

15. Buck 50 Productions repeats, reiterates and realleges each and every allegation as contained in paragraphs "1" through "14" of the complaint as if set forth fully herein.

16. Mobb Deep received monies from various sources, including but not limited to show promoters, corporations, and publishing companies, which monies were to be used to pay Buck 50 Productions for services rendered and expenditures incurred during the Service Period.

17. Mobb Deep kept for itself monies that rightly should have been paid to Buck 50 Productions.

18. Mobb Deep has no legitimate reason to keep the monies from Buck 50 Productions, and no rightful claim thereto.

19. In converting the monies belonging to Buck 50 Productions for its own purposes, Mobb Deep caused Buck 50 Productions to suffer financial loss and damages, the amount of which will be determined at trial but which is believed to be no less than Five Hundred Thousand (\$500,000.00) Dollars, plus interest.

**AS AND FOR A THIRD
CAUSE OF ACTION
QUANTUM MERUIT**

20. Buck 50 Productions repeats, reiterates and realleges each and every allegation as contained in paragraphs "1" through "19" of the complaint as if set forth fully herein.

21. Buck 50 Productions provided valuable services to Mobb Deep, worth not less than Five Hundred Thousand (\$500,000.00) Dollars.

22. Mobb Deep has accepted and benefited from the services provided by Buck 50 Productions.

23. Buck 50 Productions notified Mobb Deep that it expected to be fully compensated for such services.

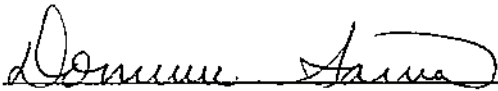
24. Mobb Deep has not compensated Buck 50 Productions for services rendered by Buck 50 Productions.

25. As a result, Mobb Deep has been unjustly enriched by receipt and enjoyment of services performed by Buck 50 Productions, without rendering payment, and for which payment was expected and requested, the value of such enrichment is equal to not less than Five Hundred Thousand (\$500,000.00) Dollars.

WHEREFORE, Plaintiff Buck 50 Productions demands judgment against the Defendant Mobb Deep, as follows:

- a. Money damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars, or such other amount due as maybe proved by Plaintiff in this action, and
- b. Attorneys' fees and costs as may be proved by Plaintiff in this action; and
- c. Such other, further and different relief as this Court may deem just, proper and equitable.


Dated: Mineola, New York
April 11, 2018


DOMINIC SARNA, ESQ.
Attorney for Plaintiff
1539 Franklin Avenue – Suite 200
Mineola, New York 11501
(516) 491-0443

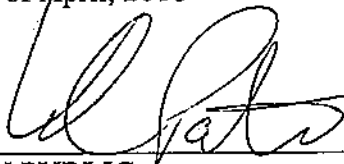
VERIFICATION

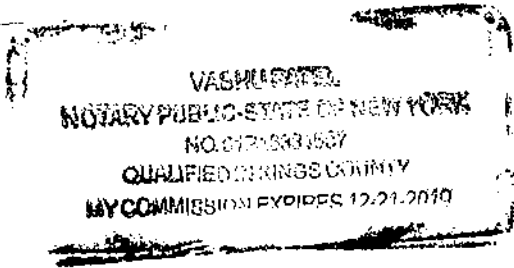
MARVIS JOHNSON, being duly sworn, deposes and says:

I am the sole member of the Plaintiff Buck 50 Productions, LLC. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.


MARVIS JOHNSON

Sworn to before me this
16th day of April, 2018


NOTARY PUBLIC



INDEX No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

BUCK 50 PRODUCTIONS, LLC,

Plaintiff,

-against-

MOBB DEEP LLC,

Defendant.

SUMMONS AND COMPLAINT

LAW OFFICES
OF
DOMINIC SARNA

Attorney for Plaintiff Buck 50 Productions, LLC

Office and Post Office Address, Telephone

1539 Franklin Avenue, Suite 200
Mineola, New York 11501
(516) 491-0443