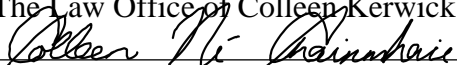


<p>SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS</p> <p>-----x</p> <p>Jerome Lawson; LaZetta Duncan Moore for the Survivors of James “Bro” Caldon Hayes, Jayotis Washington, Raymond Sanders, Paul J. Weinberger for the survivors of Herbert “Tuobo” Rhoad and Ketriana Yvonne, Joe Russell Junior, Sandra Russell and Keisha Russell as the survivors of Jesse “Sweet Joe” Russell.</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> <p>Warner Music Group Conglomerate, Warner Music Group Inc., aka Warner Music aka WEA International Inc., Universal Music Group, Capital Records, Sony/ATV Music Publishing, Concord Music Group and John Doe.</p> <p style="text-align: center;">Defendants.</p> <p>-----x</p>	<p>SUMMONS</p> <p><i>Index No.:</i></p> <p><i>Venue is based on the residence of Plaintiffs Jayotis Washington and Ray Sanders.</i></p>
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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 case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: May 17, 2019
Brooklyn, New York

Yours, etc.,
The Law Office of Colleen Kerwick

By: Colleen Ni Chairmhaic, Esq.
New York Attorney and Counselor at Law
Attorney(s) for Backer Entertainment for Plaintiffs; LaZetta Duncan Moore for the Survivors of James “Bro” Caldon Hayes, Jayotis Washington, Raymond Sanders,

*Paul J. Weinberger for the survivors of
Herbert "Tuobo" Rhoad and Ketriona Yvonne,
Joe Russell Junior, Sandra Russell and
Keisha Russell as the survivors of
Jesse "Sweet Joe" Russell*
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And
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Pending Admission Pro Hac Vice
For Julie Lawson manager of
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To:
Warner Music Group Conglomerate,
Warner Music Group Inc.,
aka Warner Music aka WEA International Inc.
WEA International Group
1633 Broadway
New York, NY 10019
United States

Universal Music Group
1755 Broadway,
New York, NY 10019

Capital Records
1290 Avenue of the Americas
New York, NY 10104

Sony/ATV Music Publishing
25 Madison Ave., Fl. 24
New York, NY 10010

Concord Music Group as
parent of Rounder Records
100 North Crescent Drive
Garden Level,
Beverly Hills, CA 90210

<p>SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS</p> <p>-----X</p> <p>Jerome Lawson, LaZetta Duncan Moore as Administratrix of for the Estate of James “Bro” Caldon Hayes, Jayotis Washington, Raymond Sanders, Paul J. Weinberger for the survivors of Herbert “Tuobo” Rhoades and Ketriona Yvonne for the survivors of Jesse “Sweet Joe” Russell.</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-against-</p> <p>Warner Music Group Conglomerate, Warner Music Group Inc., aka Warner Music aka WEA International Inc., Universal Music Group, Capital Records, Sony/ATV Music Publishing, Concord Music Group and John Doe.</p> <p style="text-align: center;">Defendants.</p> <p>-----X</p>	<p>COMPLAINT</p> <p><i>Index No.:</i></p>

SIRS:

PLAINTIFFs by their attorneys Colleen Ni Chairmhaic and Larry Zerner complaining of the DEFENDANTS sets forth and alleges upon information and belief as follows:

1. That at all times herein mentioned, Plaintiff’s Jerry Lawson, Jayotis Washington, Raymond Sanders, James “Bro” Caldon Hayes, Herbert “Tuobo” Rhoad and Jesse “Sweet Joe” Russell were and/or are singers with The Persuasions.
2. Plaintiff Jerome Lawson (hereinafter “Jerry”) was born on Jan 23, 1944 in Fort Lauderdale Florida.
3. Jerry has a distinctive sweet and smoky baritone voice and has been lauded as having one of the greatest voices in popular music.
4. Jerry sang with the Persuasions until he moved to Phoenix Arizona to launch his solo career on or about 2003.

5. Plaintiff LaZetta Duncan Moore is the family representative of the survivors of Jimmy Hayes (hereinafter “Jimmy”).
6. Jimmy who was born in Virginia Hopewell on November, 12, 1943.
7. Jimmy has the mellifluous, elegant *basso profundo* voice which served as the heartbeat of the Persuasions sound. The voice was instantly recognizable for its fluidity, dead rhythmic and tonal accuracy and elegance. It not only comprised the bottom of The Persuasions’ singular sound, but the entire rhythm section.
8. Jimmy passed away in New York City on May 18, 2017 while a member of the Persuasions.
9. Plaintiff Jayotis Washington (hereinafter “Jay”) was born in Detroit Michigan on May 12, 1945.
10. Jay is the first tenor baritone, known for his strong vocals and charm.
11. Jay resides in Brooklyn, New York and continues to sing with The Persuasions today.
12. Plaintiff Paul Weinberger is the family representative of Herbert Tuobo Rhoad (hereinafter “Tuobo”).
13. Tuobo was born in Bamberg South Carolina on October 1, 1944.
14. Tuobo was a baritone singer who filed the bass sound and harmonized above the melody, spending 26 years with the quintet.
15. Tuobo died in Sacramento California on December 8, 1988 while on tour with the Persuasions. He was living in Brooklyn at the time.
16. Plaintiff Ketriona Yvonne, Joe Russell Junior, Sandra Russell and Keisha Russell are the survivors of Jesse “Sweet Joe” Russell (hereinafter “Sweet Joe”).
17. Sweet Joe was born in Henderson, N.C. on Sept. 25, 1939.
18. Sweet Joe had a gigantic, bluesy, mournful, celebrative, rousing, ecstatic voice with a soul shriek to rival James Brown and a deep, chesty vibrato that was straight out of field song, blues and church. His voice was loud and it was sweet.
19. Sweet Joe died in Brooklyn on May 5, 2012. He was a member of The Persuasions at the time of his passing and a resident of Brooklyn.
20. Raymond “Sugar Ray” Sanders (hereinafter “Sugar Ray”) was born in Phoenix

Arizona on May 27, 1940.

21. Sugar Ray joined The Persuasions in the second line up in 1996 as first tenor. Sugar

Ray has an agile and graceful voice with a bright, full timbre that is strong and sweet and light.

22. Sugar Ray continues to sing with The Persuasions today. He resides in Brooklyn.

23. Jerry, Jimmy, Jay, Tuobo, Sweet Joe and Sugar Ray are all former or current members of

The Persuasions.

24. The Persuasions were born in Brooklyn in 1962, singing a cappella. Their voices

powerfully echoed through their urban terrain, weaving gospel, soul, early rock and jazz into melodic five-part harmonies.

25. The Persuasions have recorded 26 albums to date featuring their uniquely re-imagined

arrangements of music. Five of their albums were in the Billboard Top 100.

26. The Persuasions fans are consistently treated to a vocal buffet of soulful, harmonic

and joyful tracks free of any instrumental enhancements.

27. The Persuasions have performed to sold out shows from across the U.S. and overseas,

from Canada to Japan and performed with such artists as Liza Minelli, Bette Midler,

Stevie Wonder, Lou Reed, Van Morrison, Paul Simon, Joni Mitchell, Gladys Knight, Patti LaBelle, Nancy Wilson, The Neville Brother, B.B. King, John Hiatt and Leon Redbone. Bruce Springsteen opened for The Persuasions.

28. Jerry, Jimmy, Jay, Tuobo, Sweet Joe and Sugar Ray were not paid certain royalties due and owing for their performances or arrangements, individually or collectively.
29. Jerry, Jimmy, Jay, Tuobo, Sweet Joe and Sugar Ray did not sign certain intellectual property rights away, individually or collectively.
30. It is noteworthy that not all of these legendary arrangers and singers could read and write.
31. Defendant's Warner Music Group Conglomerate, Warner Music Group Inc., aka Warner Music aka WEA International Inc. (hereinafter "Warner") is an American multinational entertainment and record label conglomerate headquartered in New York City with a multibillion-dollar annual turnover.
32. Warner did not disclose or distribute royalties to or for Jerry, Jimmy, Jay, Tuobo, Sweet Joe and/or Sugar Ray herein.
33. Universal Music Group aka UMG Recordings, Inc. (hereinafter "Universal") is an American global music corporation that is a subsidiary of the French media conglomerate Vivendi. Universal have a multi-billion dollar annual turnover.
34. Universal did not disclose or distribute royalties to or for Jerry, Jimmy, Jay, Tuobo, Sweet Joe and/or Sugar Ray herein.
35. Sony-ATV Music Publishing is the largest music publishing administrator in the world, with a library of 4.36 million songs as of March 31, 2018. This figure combines Sony/ATV's 2.3 million songs and the 2.06 million songs of EMI Music Publishing it administers.

36. Sony/ATV administered the EMI Music Publishing rights since 2012 and that EMI Music Publishing took over the rights of Universal Records through a merger and acquisition.
37. That Concord Music Group is the parent corporation of Rounder records who have sold some and/or held some royalties belonging to The Persuasions
38. That Concord Music Group did not disclose or pay royalties due and owing to The Persuasions.
39. That Capital Records did not disclose or pay royalties due and owing to The Persuasions.
40. There is an ongoing fiduciary duty to disclose those royalties, which tolls the statute of limitations.
41. Sony/ATV did not disclose or distribute royalties to or for Jerry, Jimmy, Jay, Tuobo, Sweet Joe and/or Sugar Ray herein.
42. Plaintiffs were not paid royalties on their catalogue of music which includes but is not limited to royalty checks due and owing for performances and arrangements on any of The Persuasions albums from sales in Record Stores, on Spotify, i-Tunes, Amazon, store sales and/or any other outlet.
43. These albums include, but are not limited to, *Acappella (1970 Reprise/Straight)*; *We Came To Play (1971 Capital, CD reissue Collectables)*^l; *Street Corner Symphony (1971 Capital, CD reissue Collectables)*^l; *Spread The Word (1972 Capital, CD reissue Collectables)*; *We Still Ain't Got No Band (1973 MCA)*; *I Just Want To Sing With My Friends (1974; A&M [not yet issued on CD])*; *More Than Before (1974; A&M [not yet issued on CD])*; *Chirpin' (1977; Elektra)*; *Comin' At Ya (1979; Rounder/Flying Fish)*; *Good News (1982; Rounder)*; *No Frills (1985; Rounder)*; *Do It A Cappella (1990)*; *Live In The Whispering Gallery (1993; Hammer n' Nails)*; *Toubo's Song (1993; Hammer n' Nails)*; *Ships at Sea, Sailors and Shoes [with Ned Sublette & Lawrence Weiner] (1993; Qbadisc/Excellent)*; *Right Around The Corner (1994; Rounder/Bullseye Blues)*; *Sincerely (1996; Rounder/Bullseye Blues)*; *You're All I Want For Christmas (1997; Rounder/Bullseye Blues)*; *Man, Oh Man: The Power of The Persuasions (1997; EMI [1970-72 Capital masters compilation])*; *On The Good Ship Lollipop (1999; Rhino/Kid Rhino/Music for Little People)*; *Frankly A Cappella: The Persuasions Sing Zappa (2000;*

Rhino/EarthBeat); *Might As Well...The Persuasions Sing Grateful Dead* (2000; Arista/Grateful Dead); *Sunday Morning Soul* (2000; Rounder/Bullseye Blues); *Blue's Big Musical Movie* (2000; Rhino/Kid Rhino); *The Persuasions Sing The Beatles* (2002; Chesky); *A Cappella Dreams* (2003; Chesky); *Collectables Classics* (2006; Collectables [Box set containing all 1971, 1972, & 1977 releases]); *Knockin' on Bob's Door* (2010; Zoho Music); *Essential Recordings: A Cappella Soul* (2008; Rounder [1979-86 Rounder/Flying Fish/Bullseye Blues compilation]; "One Thing on My Mind"/"Darlin'" [1975; A&M]; Various Artists: *Bread & Roses: Festival of Acoustic Music* (1979; Fantasy); Various Artists: *Spike & Co. Do It A Cappella [soundtrack]* (1990; Elektra); Ned Sublette & Lawrence Weiner (with Kim Weston, Junior Mance, et al.) and *Monsters from the Deep* (1997; Qbadisc/Excellent).

44. The true names and capacities of John Doe is unknown to Plaintiff, who therefore Plaintiff sues defendants under this fictitious name. Upon information and belief, defendant John Doe directly participated in or assisted in the performance of wrongful acts and omissions described herein, although the full extent of their involvement is unknown at this time or conspired with Defendants in this case to perform the wrongful acts and omissions described below, although the full extent of their involvement is unknown at this time, OR are alter egos of Defendants and/or acted as principals or agents, actual or ostensible, or other named parties in this case in performing the wrongful acts and omissions described below, although the full extent of their involvement is unknown at this time. Plaintiffs thus believe that Defendant DOE is liable for the damages and other relief sought in this case as a participant, co-conspirator, principle or agent or is otherwise a necessary or indispensable party to adjudication of the issues involved in this case. When the true names and capacities of DOE has been ascertained, appropriate amendments of this Claim will be filed.

45. Plaintiffs are further informed, believe and thereon allege that at all times herein mentioned all Defendants, including DOE inclusive is the alter-ego of Defendants who jointly perpetrated the acts described herein with their Co-Defendants, were the successors in interest to, or agents, principals, partners, joint venturers or co-conspirators of their Co-Defendants in doing the things herein alleged and were acting within the scope, authority or in furtherance of a common scheme or design with the knowledge, permission, consent or ratification of their co-defendant in doing the things herein alleged

and therefore are liable, jointly and severally, for all damages and other relief or remedies sought by Plaintiff in this action. Plaintiff repeats reiterates and re-alleges the aforementioned allegations as though more fully set forth herein.

FIRST CAUSE OF ACTION FRAUDULENT CONCEALMENT

46. Plaintiffs repeats reiterates and re-alleges the allegations contained in paragraphs one (“1”) through forty five (“45”) as though more fully set forth herein.
47. Defendants materially misrepresented facts to Plaintiffs via omission “fraudulent concealment”.
48. Defendants willfully, contumaciously and with knowledge concealed royalties due and owing to Plaintiffs from 1971 to date.
49. Defendants were duty-bound in honesty to disclose.
50. Defendants intended to deceive Plaintiffs by failing to disclose royalties due and owing.
51. Plaintiffs Jerry, Jimmy, Jay, Tuobo, Sweet Joe and Ray Sanders lived close to the poverty line at the height of their fame, despite being world famous.
52. A duty to disclose further arose “under the special facts doctrine” where one party's superior knowledge of essential facts renders a transaction without disclosure inherently unfair.
53. A party is considered to have superior knowledge in a transaction when the material facts were peculiarly within the knowledge of one party and that information could not easily have been discovered by the other party through the exercise of ordinary intelligence
54. Plaintiff's relied on Defendant's representations that they were faithful in their performance of their duties as Music Industry Professionals and relied on Defendant's reputation.

52. The Persuasions have recorded 26 albums to date featuring their uniquely re-imagined arrangements of music. Five of their albums were in the Billboard Top 100.

53. Sony/ATV administered the EMI Music Publishing rights since 2012 and that EMI Music Publishing took over the rights of Universal Records through a merger and acquisition.
54. There is a fiduciary duty to disclose those royalties to our clients, which tolls the statute of limitations on collections of royalties due and owing.
55. Warner Music Group Conglomerate, Warner Music Group Inc., aka Warner Music aka WEA International Inc. (hereinafter "Warner") has a multibillion-dollar annual turnover, yet fraudulently concealed money they owed to Plaintiffs herein.
56. Universal Music Group aka UMG Recordings, Inc. (hereinafter "Universal") have a multi-billion dollar annual turnover, yet fraudulent concealed money they owed to Plaintiffs herein.
57. Sony-ATV Music Publishing is the largest music publishing administrator in the world, yet fraudulently concealed money they owed to Plaintiff's herein.
58. Plaintiffs were not paid royalties on their catalogue of music which includes but is not limited to royalty checks due and owing for performances and arrangements on any of The Persuasions albums from sales on Spotify, i-Tunes, Amazon, store sales and/or any other outlet.
59. These albums include, but are not limited to, *Acappella (1970 Reprise/Straight)*; *We Came To Play (1971 Capital, CD reissue Collectables)*¹; *Street Corner Symphony (1971 Capital, CD reissue Collectables)*¹; *Spread The Word (1972 Capital, CD reissue Collectables)*; *We Still Ain't Got No Band (1973 MCA)*; *I Just Want To Sing With My Friends (1974; A&M [not yet issued on CD])*; *More Than Before (1974; A&M [not yet issued on CD])*; *Chirpin' (1977; Elektra)*; *Comin' At Ya (1979; Rounder/Flying Fish)*; *Good News (1982; Rounder)*; *No Frills (1985; Rounder)*; *Do It A Cappella (1990)*; *Live In The Whispering Gallery (1993; Hammer n' Nails)*; *Toubo's Song (1993; Hammer n' Nails)*; *Ships at Sea, Sailors and Shoes [with Ned Sublette & Lawrence Weiner] (1993; Qbadisc/Excellent)*; *Right Around The Corner (1994; Rounder/Bullseye Blues)*; *Sincerely (1996; Rounder/Bullseye Blues)*; *You're All I Want For Christmas (1997; Rounder/Bullseye Blues)*; *Man, Oh Man: The Power of The Persuasions (1997; EMI [1970-72 Capital masters compilation])*; *On The Good Ship Lollipop (1999; Rhino/Kid Rhino/Music for Little People)*; *Frankly A Cappella: The Persuasions Sing Zappa (2000;*

Rhino/EarthBeat); *Might As Well...The Persuasions Sing Grateful Dead* (2000; Arista/Grateful Dead); *Sunday Morning Soul* (2000; Rounder/Bullseye Blues); *Blue's Big Musical Movie* (2000; Rhino/Kid Rhino); *The Persuasions Sing The Beatles* (2002; Chesky); *A Cappella Dreams* (2003; Chesky); *Collectables Classics* (2006; Collectables [Box set containing all 1971, 1972, & 1977 releases]); *Knockin' on Bob's Door* (2010; Zoho Music); *Essential Recordings: A Cappella Soul* (2008; Rounder [1979-86 Rounder/Flying Fish/Bullseye Blues compilation]; "One Thing on My Mind"/"Darlin'" [1975; A&M]; Various Artists: *Bread & Roses: Festival of Acoustic Music* (1979; Fantasy); Various Artists: *Spike & Co. Do It A Cappella [soundtrack]* (1990; Elektra); Ned Sublette & Lawrence Weiner (with Kim Weston, Junior Mance, et al.) and *Monsters from the Deep* (1997; Qbadisc/Excellent).

60. Each and every time one these songs was sold via a single, album, streaming or placed in a commercial or played on the radio, amongst other things, Defendants had a duty to disclose monies due and owing to Plaintiff's herein and to pay monies due and owing to Plaintiff's herein.

61. The performance and arrangement royalties for the song “Good Times”, which was written by Ted Daryll and arranged and performed by Jerry, Jimmy, Jay, Tuobo, Sweet Joe were also not paid to Plaintiffs with respect to its use in an Under Armor commercial.
62. Plaintiffs have not received royalties from the use of the “Good Times recording in the Under Armor Commercial.
63. Plaintiff’s performance and arrangement of “Good Times” appears as the soundtrack on the video game NBA Live 16 and NBA 2K17.
64. Plaintiffs have not received royalties for the use of Good Times in the soundtrack on the video game NBA Live 16 and NBA 2K17.
65. Jerry, Jimmy, Jay, Tuobo and Sweet Joe’s performance and arrangement of “Papa-Oom- Mow-Mow” appears in the soundtrack of ET, which continues to be sold to date.
66. The Plaintiffs voices were used for the motion picture without payment of royalties.
67. In New York, the statute of limitations for fraud causes of action is the greater of two years from the date it was discovered, or reasonably could have been discovered through due diligence
68. As a result of the use of their voice and creative arrangements, Jerry Jimmy, Jay, Tuobo and Sweet Joe were damaged in an amount to be proven at trial but which we believe is in excess of all of the jurisdictional limits of the lower courts.

SECOND CAUSE OF ACTION BREACH OF CONTRACT

69. Plaintiffs repeats reiterates and re-alleges the allegations contained in paragraphs one (“1”) through sixty-eight (“68”) as though more fully set forth herein.
70. Defendants offered to produce The Persuasions music and arrangement for sale on phonographic records, singles, albums, streamings and placement in commercials or on radio playlists, amongst other things.
71. The consideration for the agreements included monies for royalties on phonographic records sold.
72. Plaintiff’s accepted the offer and their music was recorded and sold and continue to be sold to date in

records stores and internet portals around the world.

73. The contracts to perform and be recorded in exchange for royalties are implied and constructive.

74. Defendants willfully, contumaciously and with knowledge concealed royalties due and owing to Plaintiffs from 1962 to date.

75. Defendants breached the contract to pay royalties.

76. Plaintiffs Jerry, Jimmy, Jay, Tuobo, Sweet Joe and Ray Sanders lived close to the poverty line at the height of their fame, despite being world famous and have been severely damaged.

77. Plaintiff's relied on Defendant's representations that they were faithful in their performance of their duties as Music Industry Professionals and relied on Defendant's reputation.
78. The Persuasions have recorded 26 albums to date featuring their uniquely re-imagined arrangements of music. Five of their albums were in the Billboard Top 100.
79. Sony/ATV administered the EMI Music Publishing rights since 2012 and that EMI Music Publishing took over the rights of Universal Records through a merger and acquisition.
80. There is a fiduciary duty to disclose those royalties to Plaintiff's, which tolls the statute of limitations on collections of royalties due and owing.
81. Plaintiffs were not paid royalties on their catalogue of music which includes but is not limited to royalty checks due and owing for performances and arrangements on any of The Persuasions albums from sales on Spotify, i-Tunes, Amazon, store sales and/or any other outlet.

82. These albums include, but are not limited to, *Acappella (1970 Reprise/Straight)*; *We Came To Play (1971 Capital, CD reissue Collectables)*¹; *Street Corner Symphony (1971 Capital, CD reissue Collectables)*¹; *Spread The Word (1972 Capital, CD reissue Collectables)*; *We Still Ain't Got No Band (1973 MCA)*; *I Just Want To Sing With My Friends (1974; A&M [not yet issued on CD])*; *More Than Before (1974; A&M [not yet issued on CD])*; *Chirpin' (1977; Elektra)*; *Comin' At Ya (1979; Rounder/Flying Fish)*; *Good News (1982; Rounder)*; *No Frills (1985; Rounder)*; *Do It A Cappella (1990)*; *Live In The Whispering Gallery (1993; Hammer n' Nails)*; *Toubo's Song (1993; Hammer n' Nails)*; *Ships at Sea, Sailors and Shoes [with Ned Sublette & Lawrence Weiner] (1993; Qbadisc/Excellent)*; *Right Around The Corner (1994; Rounder/Bullseye Blues)*; *Sincerely (1996; Rounder/Bullseye Blues)*; *You're All I Want For Christmas (1997; Rounder/Bullseye Blues)*; *Man, Oh Man: The Power of The Persuasions (1997; EMI [1970-72 Capitol masters compilation])*; *On The Good Ship Lollipop (1999; Rhino/Kid Rhino/Music for Little People)*; *Frankly A Cappella: The Persuasions Sing Zappa (2000; Rhino/EarthBeat)*; *Might As Well...The Persuasions Sing Grateful Dead (2000; Arista/Grateful Dead)*; *Sunday Morning Soul (2000; Rounder/Bullseye Blues)*; *Blue's Big Musical Movie (2000; Rhino/Kid Rhino)*; *The Persuasions Sing The Beatles (2002; Chesky)*; *A Cappella Dreams (2003; Chesky)*; *Collectables Classics (2006; Collectables [Box set containing all 1971, 1972, & 1977 releases])*; *Knockin' on Bob's Door (2010; Zoho Music)*; *Essential Recordings: A Cappella Soul (2008; Rounder [1979-86 Rounder/Flying Fish/Bullseye Blues compilation])*; "One Thing on My Mind"/"Darlin'" [1975; A&M]; Various Artists: *Bread & Roses: Festival of Acoustic Music (1979; Fantasy)*; Various Artists: *Spike & Co. Do It A Cappella [soundtrack] (1990; Elektra)*;

Ned Sublette & Lawrence Weiner (with Kim Weston, Junior Mance, et al.) and *Monsters from the Deep* (1997; Qbadisc/Excellent).

83. Each and every time one these songs was sold via a single, album, streaming or placed in a commercial or played on the radio, amongst other things, Defendants had a duty to disclose monies due and owing to Plaintiff's herein and to pay monies due and owing to Plaintiff's herein.

84. As a result of the use of their voice and creative arrangements, Jerry Jimmy, Jay, Tuobo and Sweet Joe were damaged in the amount to be proven at trial but which we believe is in excess of all of the jurisdictional limits of the lower courts.

THIRD CAUSE OF ACTION UNJUST ENRICHMENT

85. Plaintiff repeats reiterates and re-alleges the allegations contained in paragraphs one ("1") through eighty four ("84") as though more fully set forth herein.

86. Defendants hid money in royalties from Plaintiffs herein and failed in their ongoing duty to disclose.

87. Defendants willfully and contumaciously omitted to disclose royalties collected for Plaintiff to Plaintiffs.
88. Plaintiffs were the exclusive owners of their own performance and arrangement rights from 1962 through recordings in 1971 and to date with respect to the above referenced catalogue of music.
89. The royalties were undervalued to corporate appraisers and all other relevant parties.
90. The royalties were concealed by Defendants.
91. Defendants were unjustly enriched in an amount to be proven at trial but which we believe is in excess of all of the jurisdictional limits of the lower courts.
92. Defendants were enriched at the expense of Plaintiff, who were due and owed the royalties.
93. It against equity and good conscience to permit Defendants to retain what is sought to be recovered *and* the damages should equal the gain received by defendant.
94. Wherefore Plaintiffs respectfully requests that the court enter a judgment declaring that Plaintiffs are entitled to an amount to be proven at trial but which we believe is in excess of all of the jurisdictional limits of the lower courts on account of Defendants Unjust Enrichment and for such other further and different relief as to this court seems just proper and equitable.

FOURTH CAUSE OF ACTION IN CONVERSION

95. Plaintiff repeats reiterates and re-alleges all preceding paragraphs one (“1”) through ninety four (“94”) as if fully set forth herein.
96. Defendants willfully and contumaciously omitted royalties from the financial records of disclosure they dutifully owed to Plaintiff’s herein.
97. Plaintiffs were and are the owners of that money misappropriated by Defendants.
98. Defendants had complete dominion and control over the royalties at all given times.
99. Defendants had control over Plaintiffs performance and arrangement royalties from 1962 and the release of records in 1971 to date and continuing.
100. Defendant’s willfully and contumaciously withheld the royalties from Plaintiffs.

101. Wherefore, Plaintiff respectfully requests that, as to the fourth cause of action, this court enter a judgment declaring that Plaintiffs are entitled to judgment for actual damages in conversion in amounts to be determined by the trier of fact and that this Court enter such other and further orders and grant such other and further relief as may be just and appropriate under the circumstances.

102. Plaintiffs further respectfully request that the court enter a judgment declaring that Plaintiffs are entitled to damages and to recover punitive damages, reasonable attorney fees and costs associated with this action and for such other further and different relief as to this court seems just proper and equitable.

WHEREFORE Plaintiff demands judgment against the defendants jointly and severally, as follows:

Awarding Plaintiff damages for fraudulent concealment; or, in the alternative; awarding Plaintiff damages in breach of contract; or, in the alternative; awarding Plaintiff damages for unjust enrichment; or, in the alternative, awarding Plaintiff damages for conversion; and for such other further and different relief as to this court seems just, proper and equitable.

Dated: Brooklyn, NEW YORK
May 17, 2019

The Law Office of Colleen Kerwick


By: Colleen Ni Chairmhaic, Esq.

Attorney at Law NY

Attorney(s) for Plaintiffs

Jayotis Washington

Raymond Sanders

LaZetta Duncan Moore

as Administratrix of the estate of

James Caldon Hayes

Paul Weinberger

as Family Representative of

Herbert Tuobo Rhoad

Ketrian Yvonne

as Family Representative of

Sweet Joe Russell

Backer Entertainment,

87 Plymouth Ave

Yonkers NY 10710

And

1748-1 Farmington Ave

Unionville CT 06085

Tel 917-439-0836

Fax: (860)606-9538

Larry Zerner, Esq

Pending Admission Pro Hac Vice

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To:

Warner Music Group Conglomerate,
Warner Music Group Inc.,
aka Warner Music aka WEA International Inc.
WEA International Group
1633 Broadway
New York, NY 10019
United States

Universal Music Group
1755 Broadway,
New York, NY 10019


Capital Records
1290 Avenue of the Americas
New York, NY 10104

Sony/ATV Music Publishing
25 Madison Ave., Fl. 24
New York, NY 10010

VERIFICATION

I, Colleen Ni Chairmhaic, entertainment attorney for Backer Entertainment, have read the annexed **SUMMONS AND COMPLAINT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be upon information and belief and as to those matters I believe them to be true. I sign this Complaint for all of the parties after reviewing it with them personally and/or with their manager and/or with their lawyer Larry Zerner because my office is not in the same county as they reside.

Dated: New York, New York
May 17, 2019


Colleen Ni Chairmhaic
aka Colleen Kerwick