

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Jon Takasugi

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9 Attorneys for Plaintiffs RONALD E. SWEENEY and  
10 AVANT GARDE MANAGEMENT, INC.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 RONALD E. SWEENEY, an individual; )  
14 AVANT GARDE MANAGEMENT, INC., a )  
15 California corporation, )

16 Plaintiffs, )

17 vs. )

18 DWAYNE MICHAEL CARTER JR. p/k/a )  
19 LIL WAYNE, an individual; YOUNG )  
20 MONEY ENTERTAINMENT LLC, a )  
21 Florida limited liability company; YOUNG )  
22 MONEY PUBLISHING INC., a Delaware )  
23 corporation; YOUNG MONEY RECORDS )  
24 INC., a Delaware corporation; YOUNG )  
25 MONEY VENTURES, LLC, a Delaware )  
26 limited liability company; YOUNG MONEY )  
27 TOURING, INC., a Florida corporation; )  
28 and DOES 1 through 100, inclusive, )

Defendants. )

CASE NO. **20STCV47346**

**COMPLAINT FOR:**

- 1. **BREACH OF ORAL CONTRACT**
- 2. **FRAUDULENT INDUCEMENT**
- 3. **UNJUST ENRICHMENT**
- 4. **QUANTUM MERUIT**
- 5. **ACCOUNTING**

29 Plaintiffs RONALD E. SWEENEY (hereinafter “Sweeney”) and AVANT GARDE  
30 MANAGEMENT, INC. (hereinafter “Avant Garde”) (hereinafter collectively “Plaintiffs”)  
31 hereby complain and allege as follows:

32 ///

33 ///

1 **INTRODUCTION**

2 1. Plaintiff Sweeney is a personal manager, through his entity, Avant Garde, as well  
3 as a businessman, strategist, former record executive at Sony Music Entertainment, and a  
4 California licensed attorney. Sweeney is a veteran in the music business, and, in addition to Lil  
5 Wayne, has previously represented such well known artists and labels as Eazy E and Ruthless  
6 Records, Irv Gotti and Murder Inc., Sean “Puffy” Combs and Bad Boy Records, as well as James  
7 Brown, Public Enemy, DMX, JaRule, Colour Me Badd, Morris Day, Klymaxx, Clarence Avant,  
8 and many others.

9 2. Lil Wayne is one of the most prominent rappers and recording artists in the world  
10 today. He has released a total of twelve studio albums and has sold over 100 million records  
11 worldwide. He has received numerous musical nominations and awards, including five Grammy  
12 Awards, fifteen BET Hip Hop Awards, four Billboard Music Awards, and many others. The  
13 other defendants are Lil Wayne’s entities, including his own record label.

14 3. Plaintiffs worked tirelessly as Lil Wayne’s manager and close confidante for  
15 nearly 14 years, managing his managers, all of his entities, his “friends,” his enemies, and his  
16 lawyers. In fact, just in the last four years alone, Plaintiffs have managed over 30 lawsuits, the  
17 last two of which brought in a substantial amount of money for Lil Wayne, for which Plaintiffs  
18 received very little compensation, despite working virtually for free during those last four years.

19 4. Lil Wayne, individually and by and through his entities, after having relied on  
20 Plaintiffs in connection with almost every professional and personal aspect of his life, has now  
21 failed and refused to pay Plaintiffs his promised 10% of the recovery from those two lawsuits,  
22 10% of the sale of master recordings owned by Lil Wayne’s record label, and the 10% – and  
23 then 17% (commencing in May of 2018) – in general commissions that he owes to Plaintiffs in  
24 connection with Plaintiffs’ day to day management activities.

25  
26 **GENERAL ALLEGATIONS**

27 5. Plaintiff Sweeney is, and at all times herein mentioned is an individual, residing in  
28 the State of California, County of Los Angeles, and is the President of Plaintiff Avant Garde

1 Management, Inc.

2 6. Plaintiff Avant Garde is a corporation, organized and existing under the laws of  
3 the State of California, and is licensed to do, and has been doing, business in the State of  
4 California, County of Los Angeles. Avant Garde is, among other things, a personal management  
5 company dedicated to management of the careers of recording artists and performers.

6 7. Plaintiffs are informed and believe and, based upon such information and belief,  
7 allege that Defendant DWAYNE MICHAEL CARTER JR. p/k/a Lil Wayne (“Lil Wayne”) is,  
8 and at all times herein mentioned is an individual, residing in the State of Florida.

9 8. Plaintiffs are informed and believe and, based upon such information and belief,  
10 allege that Defendant YOUNG MONEY ENTERTAINMENT LLC is, and at all times herein  
11 mentioned was, a limited liability company, organized and existing under the laws of the State of  
12 Florida, and is, and at all times herein mentioned was, licensed to do and doing business in the  
13 State of California, County of Los Angeles.

14 9. Plaintiffs are informed and believe and, based upon such information and belief,  
15 allege that Defendant YOUNG MONEY PUBLISHING, INC. is, and at all times herein  
16 mentioned was, a corporation, organized and existing under the laws of the State of Delaware,  
17 and is, and at all times herein mentioned was, licensed to do and doing business in the State of  
18 California, County of Los Angeles.

19 10. Plaintiffs are informed and believe and, based upon such information and belief,  
20 allege that Defendant YOUNG MONEY RECORDS, INC. is, and at all times herein mentioned  
21 was, a corporation, organized and existing under the laws of the State of Delaware, and is, and at  
22 all times herein mentioned was, licensed to do and doing business in the State of California,  
23 County of Los Angeles.

24 11. Plaintiffs are informed and believe and, based upon such information and belief,  
25 allege that Defendant YOUNG MONEY VENTURES, LLC is, and at all times herein  
26 mentioned was, a limited liability company, organized and existing under the laws of the State of  
27 Delaware, and is, and at all times herein mentioned was, licensed to do and doing business in the  
28 State of California, County of Los Angeles.

1 12. Plaintiffs are informed and believe and, based upon such information and belief,  
2 allege that Defendant YOUNG MONEY TOURING, INC., is, and at all times herein mentioned  
3 was, a corporation, organized and existing under the laws of the State of Florida, and is, and at  
4 all times herein mentioned was, licensed to do and doing business in the State of California,  
5 County of Los Angeles.

6 13. Plaintiffs are informed and believe and, based upon such information and belief,  
7 allege that DOES 1 through 50 are, and at all times herein mentioned were, corporations,  
8 partnerships, or other business entities, which were and are legally responsible and liable for the  
9 acts and events referred to in this Complaint.

10 14. Plaintiffs are informed and believe and, based upon such information and belief,  
11 allege that DOES 51 through 100 are, and at all times herein mentioned were, individuals, who  
12 were and are legally responsible and liable for the acts and events referred to in this Complaint.

13 15. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein  
14 as DOES 1 through 100, inclusive, and therefore sues said Defendants under such fictitious  
15 names. Plaintiffs will seek leave to amend this Complaint to allege their true names and  
16 capacities when the same have been ascertained.

17 16. Plaintiffs are informed and believe and, based upon such information and belief,  
18 allege that Defendants, and each of them, were the alter egos, agents, employees, partners, joint-  
19 venturers, co-conspirators, owners, principals, and employers of the remaining Defendants, and  
20 each of them, and are, and at all times herein mentioned were, acting within the course and scope  
21 of that agency, employment, partnership, conspiracy, ownership, or joint-venture. Plaintiffs are  
22 further informed and believe and, based upon such information and belief, allege that the acts  
23 and conduct herein alleged of each such Defendant were known to, authorized by, and/or ratified  
24 by the other Defendants, and each of them.

25  
26 **BACKGROUND FACTS**

27 17. In or about 2005, Lil Wayne hired Sweeney to help him with a terrible contractual  
28 arrangement that Lil Wayne had with Cash Money Records (“Cash Money”). Sweeney was

1 extremely successful in this endeavor, completely renegotiating Lil Wayne's deal, and securing  
2 for him a new recording agreement, as well as the return of his publishing rights, merchandising  
3 rights, and touring rights.

4 18. It was after this successful first representation by Sweeney that Lil Wayne  
5 thereafter orally agreed to hire Plaintiffs as his personal manager, as the manager for Lil  
6 Wayne's own record label, Young Money Entertainment (hereinafter the "Young Money Label")  
7 and Lil Wayne's other Young Money business entities. Plaintiffs agreed to perform a number of  
8 functions across the managerial, strategic, and business spectrum for Lil Wayne and his entities,  
9 in return for 10% of Defendants' gross compensation from all entertainment activities  
10 (hereinafter the "Agreement"), which was Plaintiffs' customary commission for representing  
11 high profile artists.

12 19. As part of the Agreement, Sweeney made himself available to Lil Wayne and his  
13 entities 24 hours a day, seven days a week, and handled unlimited matters on their behalf,  
14 whether or not the matter involved some potential direct financial benefit to Lil Wayne (meaning  
15 that much of Plaintiffs' efforts went uncompensated). During the nearly 14 years of Plaintiffs'  
16 representation of Defendants, Sweeney's management efforts generated tens, if not hundreds, of  
17 millions of dollars in revenue for Defendants.

18 20. At the time that Lil Wayne hired Plaintiffs as Defendants' managers and  
19 confidantes, Lil Wayne's day to day manager was his childhood friend, Cortez Bryant  
20 ("Bryant"), who took care of Lil Wayne's personal needs. Bryant had no business training,  
21 knowledge, or experience as a professional manager, and had no experience in the music  
22 industry in general.

23 21. Lil Wayne was also being advised by Jermaine A. Preyan p/k/a Mack Maine  
24 ("Maine"), who is also a childhood friend of Lil Wayne. Maine was originally an artist signed to  
25 the Young Money Label, but Lil Wayne ultimately made him president of the company.  
26 However, like Bryant, he had no prior business or music industry experience or knowledge.

27 22. In fact, after the Young Money Label was activated in 2008, Sweeney was the one  
28 who managed and handled all of the day-to-day business decisions for the company. Young

1 Money's impressive artist list includes, in addition to Lil Wayne, such superstar artists as Drake  
2 and Nicki Minaj.

3 23. During Plaintiffs' tenure with Lil Wayne, they essentially acted as the managers of  
4 the managers, acting as Lil Wayne's overall protector, protecting him from his record company,  
5 his other managers, and a vast amount of parasites and others who were trying to take advantage  
6 of Lil Wayne; in fact, on more than one occasion, Plaintiffs essentially had to protect Lil Wayne  
7 from Lil Wayne, himself.

8 24. For nearly 14 years, Plaintiffs brought to their personal management relationship  
9 with Defendants their many years of business and legal acumen, along with their good name and  
10 long standing reputation in the music industry, all without issue. Defendants paid them the  
11 agreed upon 10% of their gross earnings as compensation for Plaintiffs' virtually limitless  
12 management services during that entire time, without complaint.

13 25. Near the end of 2013, it became clear to Plaintiffs that the record label to which Lil  
14 Wayne was signed, Cash Money, no longer had the funds to pay Lil Wayne as an artist, or to pay  
15 his label, Young Money. Cash Money's failure to account to, and its inability to pay, Lil Wayne  
16 was causing tremendous financial difficulties for Lil Wayne. Plaintiffs spent almost two years  
17 trying to persuade Cash Money to pay Lil Wayne, and avoid litigation. They were successful in  
18 getting some money, but not nearly all that was owed.

19 26. In or about the end of 2013 or beginning of 2014, Plaintiffs met with Lil Wayne  
20 and Bryant at 2:00 a.m., at the Mandarin Hotel, in Atlanta, Georgia. Plaintiffs told him that Cash  
21 Money had become a serious problem, that the company did not have any money, and that,  
22 although Lil Wayne was "asset rich," he was definitely "cash poor" as a result. Plaintiffs  
23 described their extensive efforts to extract the monies that were owed from Cash Money, and  
24 ultimately advised Lil Wayne that the only way that he was ever going to see any more money  
25 from Cash Money was to sue the company.

26 27. Due to the financial difficulties that Lil Wayne was experiencing from Cash  
27 Money's failure to pay him, which in turn was making it difficult for Lil Wayne to pay anyone,  
28 including Plaintiffs, Lil Wayne was justifiably concerned that Plaintiffs would cease their

1 representation of him, and expressed that concern to Plaintiffs during this meeting. However,  
2 Plaintiffs assured Lil Wayne that they would not abandon him during this difficult time, even if  
3 they were not getting paid, but that they did have to be paid out of the proceeds of the lawsuit.

4 28. Lil Wayne made it clear, and specifically represented to Sweeney, that Plaintiffs  
5 would receive 10% of the settlement proceeds from the litigation, in perpetuity, as well as 10%  
6 of all proceeds from the sale of any master recordings owned by the Young Money Label  
7 (“Young Money Masters”) (in addition to the 10% of other earnings that Plaintiffs were  
8 supposed to receive at that point), in exchange for Plaintiffs’ continued management of him.

9 29. In reliance on the aforementioned representations made by Lil Wayne, Plaintiffs  
10 continued their representation of Defendants in good faith, managing everything in Lil Wayne’s  
11 life, including the Young Money Label and the litigation, only receiving 2-3 payments from the  
12 Young Money Label during that time, and minimal payments from Lil Wayne

13 30. In 2014, under Plaintiffs’ guidance and counsel, Lil Wayne did sue Cash Money,  
14 which turned into a massive legal dispute (hereinafter the “Cash Money Action”), involving  
15 unpaid revenues that were owed to the Young Money Label for its share of profits from the  
16 world-renowned recording artists, Drake and Nikki Minaj.

17 31. Plaintiffs recommended and secured counsel on an hourly basis to handle the Cash  
18 Money Action. However, Lil Wayne failed to pay the outstanding hourly attorneys’ fees to the  
19 firm, and that firm ultimately obtained a \$250,000.00 fee judgment against him.

20 32. At that point, Bryant and a prominent rapper advised Lil Wayne to retain an  
21 attorney on a contingency fee basis. Plaintiffs vehemently disagreed with this advice, and told  
22 Lil Wayne that there was too much at stake in the litigation to give away 40% to a contingency  
23 lawyer, and that it would be much more cost effective, ultimately, to retain someone else on an  
24 hourly basis. However Lil Wayne followed his friends’ advice, and instructed Plaintiffs to  
25 secure a litigator on a contingency basis.

26 33. Instead of blindly following Lil Wayne’s instruction, Plaintiffs persuaded a  
27 prominent and highly capable law firm to agree to handle the cases for well below the standard  
28 contingency fee rate of 33% - 40%. Ultimately, Plaintiffs’ experience and skilled negotiating

1 efforts on this matter alone saved Lil Wayne literally millions of dollars in attorneys' fees.

2 34. In 2015, that firm's representation of Lil Wayne in the Cash Money Action  
3 expanded to a separate suit against Universal Music Group and SoundExchange (hereinafter the  
4 "Universal/SoundExchange Action"), involving unpaid royalties that were owed to Lil Wayne as  
5 an artist.

6 35. Plaintiffs continued to manage Lil Wayne and all of his entities, in addition to  
7 which Plaintiffs managed the Cash Money Action and the Universal/Sound Exchange Action.  
8 This included, among other things, helping Lil Wayne manage his various claims from a  
9 business perspective, including securing and managing litigation counsel.

10 36. Plaintiffs managed the litigation so comprehensively that Lil Wayne, as was typical  
11 of his attitude/dealings with lawsuits, never once met, spoke to, or otherwise communicated with  
12 his own litigation attorneys.

13 37. In or around May of 2018, through the efforts of the law firm that was secured by  
14 Plaintiffs, Lil Wayne was able to settle both the Cash Money Action and the  
15 Universal/SoundExchange Action, which resulted in substantial (confidential) settlement  
16 payments being paid to Lil Wayne and the Young Money Label.

17 38. Plaintiffs thereafter received two payments on their 10% of the Cash Money  
18 settlement and one payment on their 10% of the Universal/SoundExchange settlement  
19 (hereinafter "Original Settlement Payments"). However, they never received any further  
20 payments from the settlement.

21 39. In or about May of 2018, Lil Wayne asked Plaintiffs to terminate Bryant's  
22 management services. Bryant's company, Aspire Music Group, had claimed a share of the  
23 unpaid profits from recordings by Drake, and was (and still is) in litigation with Lil Wayne's  
24 record label, Cash Money, and Universal Music Group, thus creating a serious conflict of  
25 interest between Bryant and Lil Wayne.

26 40. Plaintiffs agreed to do so, and subsequently agreed to take over Bryant's former  
27 duties, in addition to his own management duties, in exchange for an increase in commissions  
28 from 10% to 17%, going forward.



1           41.     After Plaintiffs followed Lil Wayne’s instructions and terminated Bryant’s  
2 management services, Bryant and Maine (both of whom were childhood friends of Lil Wayne,  
3 and thus still had considerable (though misguided) influence over Lil Wayne) conspired together  
4 to drive a wedge between Lil Wayne and Plaintiffs by, among other things, making false and  
5 misleading statements to Lil Wayne about Plaintiffs.

6           42.     Their ultimate goal appeared to be to provoke Lil Wayne to terminate Plaintiffs so  
7 that Bryant could return as Lil Wayne’s personal manager (notwithstanding his clear conflict of  
8 interest with Lil Wayne and Cash Money), and both he and Maine could then collect for  
9 themselves the management fees that were being paid to Plaintiffs.

10          43.     Bryant and Maine eventually succeeded in their goal, as, on or about September  
11 2018, Lil Wayne terminated his relationship with Plaintiffs.

12          44.     Plaintiffs are informed and believe and, based upon such information and belief,  
13 allege that, subsequent to Plaintiffs’ termination, specifically in or about June of 2020, Lil  
14 Wayne was able to sell the Young Money Masters to Universal Music Group for in excess of  
15 \$100 Million.

16          45.     Following Lil Wayne’s termination of Plaintiffs’ services, he and his entities have  
17 failed and refused, and have continued to fail and refuse, to pay Plaintiffs any of the outstanding  
18 10% management commissions that are owed to them for work done prior to May of 2018, and  
19 the outstanding 17% commissions that are owed to them for work done after May of 2018 in  
20 connection with the numerous matters that Plaintiffs managed on behalf of Lil Wayne and his  
21 entities.

22          46.     In addition, other than the Original Settlement Payments, Lil Wayne and his  
23 entities have failed and refused, and have continued to fail and refuse, to pay Plaintiffs the 10%  
24 of the settlements of the Cash Money Action and the Universal/SoundExchange Action that Lil  
25 Wayne promised to pay when he needed Plaintiffs to manage the litigation, the Young Money  
26 entities, and himself. Interestingly, Lil Wayne had no problem paying millions of dollars to an  
27 attorney to whom he had never spoken and whom he had never met, but still refuses to pay  
28 Plaintiffs, despite his specific promise, and continued assurances, to do so.

1 **FIRST CAUSE OF ACTION**

2 **(For Breach of Oral Contract -- Against All Defendants)**

3 47. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through  
4 46, inclusive, hereinabove.

5 48. Plaintiffs have performed all of the covenants, conditions, and obligations that  
6 were required on their part to be performed under the Agreement, except insofar as such  
7 performance was waived, prevented, or excused by the acts or omissions of Defendants, and  
8 each of them. In particular, Plaintiffs performed personal management services to Defendants,  
9 and each of them, in an exemplary manner, and furthered Lil Wayne's career substantially.

10 49. Defendants have breached the aforementioned Agreement by, among other things,  
11 failing and refusing to pay to Plaintiffs any of the amounts owed to them, including amounts  
12 owed by them in connection with back commissions, the settlements of the Cash Money Action  
13 and the Universal/ SoundExchange Action, and the sale of the Young Money Masters.

14 50. As a direct and proximate result of the aforementioned breaches by Defendants,  
15 and each of them, as alleged herein, Plaintiffs have been damaged in an amount which has yet to  
16 be ascertained, including consequential and incidental damages, which amount is in excess of  
17 \$20 Million, including reimbursable expenses, together with interest thereon at the legal rate of  
18 ten percent (10%) per annum.

19  
20 **SECOND CAUSE OF ACTION**

21 **(For Fraudulent Inducement - Against All Defendants)**

22 51. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraphs 1 through  
23 46, inclusive, hereinabove.

24 52. In or about the end of 2013, Defendants, and each of them, reconfirmed and  
25 represented to Sweeney that Plaintiffs would receive 10% of the settlement proceeds from the  
26 Cash Money Action and the Universal/SoundExchange Action, in perpetuity, as well as 10% of  
27 all proceeds from the sale of Young Money Masters.

28 ///

1           53. Such representations were made by Defendants, and each of them, with the intent  
2 to induce Plaintiffs to continue performing personal management services on behalf of  
3 Defendants, and each of them, for a significant period of time, with little or no payment of  
4 management commissions during that period.

5           54. At the time that Defendants, and each of them, made such representations,  
6 Plaintiffs believed those representations to be true, and were ignorant of Defendants' secret  
7 intention not to perform and to deprive Plaintiffs of the benefits of the Agreement, and  
8 specifically the benefits associated with receiving 10% of proceeds from the eventual settlement  
9 of the Cash Money Action and the Universal/SoundExchange Action, and the sale of the Young  
10 Money Masters. Plaintiffs could not, in the exercise of reasonable diligence, have discovered  
11 Defendants' secret intentions.

12           55. The true facts were that Defendants had no intention of performing such promises,  
13 conditions, and obligations as they represented to Plaintiffs, and intended to enjoy the benefits of  
14 Plaintiffs' continued management without having to pay therefor.

15           56. In justifiable reliance on the aforementioned representations of Defendants, and  
16 each of them, Plaintiffs continued to perform the aforementioned personal management services  
17 on behalf of Defendants, and each of them, for an additional four years, with minimal  
18 compensation during that time, including, among other things, making himself available to Lil  
19 Wayne and his entities 24 hours a day, managing the business affairs of Lil Wayne, including,  
20 but not limited to, handling all of Defendants' day-to-day business, and managing and directing  
21 litigators in dealing with the Cash Money Action and the Universal/SoundExchange Action.

22           57. As a direct and proximate result of the aforementioned conduct by Defendants, and  
23 each of them, as alleged herein, Plaintiffs have been damaged in an amount that has yet to be  
24 ascertained, including consequential and incidental damages, which amount is in excess of \$20  
25 Million, together with interest thereon at the legal rate of ten percent (10%) per annum.

26           58. The aforementioned acts, among others, of Defendants, and each of them, of  
27 which an officer, director and/or managing agent had advance knowledge and/or ratified said  
28 wrongful conduct, were done intentionally or with a conscious disregard of Plaintiffs' rights, and

1 with the intent to vex, injure or annoy Plaintiffs such as to constitute oppression, fraud, or  
2 malice, thus entitling Plaintiffs to exemplary and punitive damages in an amount appropriate to  
3 punish or set an example of Defendants, and each of them, and to deter such conduct in the  
4 future, which amount will be proved at trial.

5  
6 **THIRD CAUSE OF ACTION**

7 **(For Unjust Enrichment - Against All Defendants)**

8 59. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraphs 1 through  
9 46, inclusive, inclusive, hereinabove.

10 60. Defendants, and each of them, have received, and continue to receive, substantial  
11 gross earnings, a benefit generated as a result of, and directly related to, Plaintiffs' personal  
12 management services.

13 61. Defendants, and each of them, have improperly benefitted from the results of  
14 Plaintiffs' personal management services, by failing and refusing to compensate Plaintiffs for  
15 unpaid management commissions directly related to such services.

16 62. Defendants' actions are inequitable, and constitute unjust enrichment, and  
17 Defendants, and each of them, should not be allowed to retain the unpaid management  
18 commissions owed to Plaintiffs.

19 63. As a direct and proximate result of Defendants' unlawful acts and conduct,  
20 Plaintiffs have been deprived of their unpaid management commissions, and the use thereof, and  
21 have been damaged in an amount that has yet to be ascertained, including consequential and  
22 incidental damages, which amount is in excess of \$20 Million, together with interest thereon at  
23 the legal rate of ten percent (10%) per annum.

24  
25 **FOURTH CAUSE OF ACTION**

26 **(For Quantum Meruit - Against All Defendants)**

27 64. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraphs 1 through  
28 46, inclusive, inclusive, hereinabove.

1 65. Plaintiffs have performed countless hours of personal management services on  
2 behalf of Defendants, and each of them.

3 66. Plaintiffs are entitled to recover from Defendants, and each of them, the reasonable  
4 value of those services, which is, at the very minimum, \$20 Million, including reimbursable  
5 expenses, together with interest thereon at the legal rate of ten percent (10%) per annum.  
6

7 **FIFTH CAUSE OF ACTION**

8 **(Accounting - Against All Defendants)**

9 67. Plaintiffs adopt, reallege, and by this reference incorporate, Paragraphs 1 through  
10 45, inclusive, 52 through 56, inclusive, and 60 through 62, inclusive, hereinabove.

11 68. The complete nature and extent of the damages and other monies to which  
12 Plaintiffs are entitled as alleged by Plaintiffs herein is not known, and cannot be ascertained by  
13 Plaintiffs, without an accounting of all of Defendants' books and records maintained in  
14 connection with their gross earnings in the entertainment industry.  
15

16 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
17 follows:  
18

19 **AS TO THE FIRST CAUSE OF ACTION:**

20 1. For compensatory damages in an amount to be proved at trial, but at least \$20  
21 Million, together with interest thereon at the maximum legal rate;  
22

23 **AS TO THE SECOND CAUSE OF ACTION:**

24 2. For compensatory damages in an amount to be proved at trial, but at least \$20  
25 Million, together with interest thereon at the maximum legal rate;

26 3. For exemplary and punitive damages in an amount sufficient to punish or set an  
27 example of Defendants, and each of them, which amount will be proved at trial;  
28

///

1 **AS TO THE THIRD CAUSE OF ACTION:**

2 4. For compensatory damages in an amount to be proved at trial, but at least \$20  
3 Million, with interest thereon at the maximum legal rate;

4  
5 **AS TO THE FOURTH CAUSE OF ACTION:**

6 5. For the reasonable value of Plaintiffs' services, in light of the amount of time that  
7 Plaintiffs devoted to Lil Wayne's career, in an amount to be proved at trial, but at least \$20  
8 Million, with interest thereon at the maximum legal rate;

9  
10 **AS TO THE FIFTH CAUSE OF ACTION:**

11 6. For a full and complete accounting of all books and records maintained by  
12 Defendants, and each of them, in connection with their gross earnings in the entertainment  
13 industry.

14  
15 **AS TO ALL CAUSES OF ACTION:**

16 7. For costs of suit herein incurred; and

17 8. For such other and further relief as the Court deems just and proper.

18  
19 Dated: December 10, 2020

**McPHERSON LLP**  
Edwin F. McPherson  
Pierre B. Pine

20  
21 By:           /s/ Edwin F. McPherson            
22 EDWIN F. MCPHERSON  
23 Attorneys for Plaintiffs  
24 RONALD E. SWEENEY and  
25 AVANT GARDE MANAGEMENT,  
26 INC.  
27  
28