

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

-----X  
 DAVID EHRLICH, SONG COLLECT, INC., d/b/a:  
 DME MANAGEMENT, and DAVID M. :  
 EHRLICH & ASSOCIATES, : **SUMMONS WITH NOTICE**  
 :  
 Plaintiffs, : Index No.  
 :  
 : Date Index No. Purchased:  
 -against- : April 25, 2023  
 :  
 UMG RECORDINGS, INC., ISLAND RECORDS, :  
 INC., ISLAND RECORDS, a division of UMG :  
 RECORDINGS, INC., REPUBLIC RECORDS, :  
 INC., and REPUBLIC RECORDS, a division of :  
 UMG RECORDINGS, INC.,  
 Defendants.  
 -----X

To the Persons Named as Defendants Above:

**PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED** to appear in this action by serving a notice of appearance on the Plaintiffs at the address set forth below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

**YOU ARE HEREBY NOTIFIED THAT** should you fail to answer or appear, a judgment will be entered against you by default for the relief demanded herein.

Dated: April 25, 2023  
New York, New York

PARNESS LAW FIRM, PLLC

By:     /s/ Hillel I. Parness      
Hillel I. Parness  
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New York, New York 10016  
(212) 447-5299  
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*Attorneys for Plaintiffs David*  
*Ehrlich, Song Collect, Inc. d/b/a*  
*DME Management, and David*  
*M. Ehrlich & Associates*

Music Business Worldwide (copy)

## NOTICE

### Defendants' Addresses:

UMG RECORDINGS, INC.: 1755 Broadway, New York, NY 10019

ISLAND RECORDS, INC.: 825 8<sup>th</sup> Ave., New York, NY 10019

ISLAND RECORDS, a division of UMG RECORDINGS, INC.: 1755 Broadway, New York, NY 10019

REPUBLIC RECORDS INC.: Brian S. Kriftcher Esq., 320 E. 52<sup>nd</sup> St., New York, NY 10022

REPUBLIC RECORDS, a division of UMG RECORDINGS, INC.: 1755 Broadway, New York, NY 10019

### The Nature of the Action:

The nature of this action concerns tortious interference with contract. Defendants intentionally induced non-party Lauren Spencer-Smith, a singer and former client of Plaintiffs, to breach and sever their 2019 agreement engaging Plaintiff David M. Ehrlich & Associates as Spencer-Smith's entertainment lawyers (the "Engagement Agreement"). Based upon Defendants' intentional acts and misconduct, including, upon information and belief, Defendants' uttering defamatory, false, and malicious statements about Plaintiff David Ehrlich to Spencer-Smith and others, Spencer-Smith purported to terminate the Engagement Agreement on May 13, 2022, thereby breaching it and directly causing damage to Plaintiffs. Likewise, Defendants intentionally induced Spencer-Smith to breach and sever their 2021 agreement engaging Plaintiff DME Management as Spencer-Smith's full-time, personal worldwide managers (the "Management Agreement"). Based upon Defendants' intentional acts and misconduct, including, upon information and belief, Defendants' uttering defamatory, false, and malicious statements about Plaintiff David Ehrlich to Spencer-Smith and others, Spencer-Smith purported to terminate the Management Agreement on May 13, 2022, thereby breaching it and directly causing damage to Plaintiffs.

The nature of this action also concerns tortious interference with prospective economic advantage. Based upon Defendants' intentional acts and misconduct, including, upon information and belief, Defendants' uttering defamatory, false, and malicious statements about Plaintiff David Ehrlich to Spencer-Smith and others, several of Plaintiffs' prospective business relations broke down, thereby directly causing damage to Plaintiffs.

The nature of this action also concerns libel and slander because, upon information and belief, Defendants falsely told Spencer-Smith and others that Plaintiff David Ehrlich, *inter alia*, engaged in: (1) unlawful behavior with women by taking photos of them and (2) unlawful harassment towards women. Defendants made these false and defamatory statements within the applicable statute of limitations period. Based upon Defendants' false and defamatory statements, Plaintiffs have suffered economic and non-economic damages, including but not limited to lost revenues from the purported terminations of the Engagement Agreement and Management Agreement, as well as substantial harm to Plaintiff Ehrlich's reputation and standing in his profession, business, and in the community.

**The Relief Sought:**

Plaintiffs demand judgment against Defendants for their tortious interference with the Engagement Agreement in an amount not less than \$5,000,000 plus interest, costs, and attorney's fees.

Plaintiffs demand judgment against Defendants for their tortious interference with the Management Agreement in an amount not less than \$10,000,000 plus interest, costs, and attorney's fees.

Plaintiffs demand judgment against Defendants for their tortious interference with prospective economic advantage in an amount not less than \$5,000,000 plus interest, costs, and attorney's fees.

Plaintiffs demand judgment against Defendants for their defamatory conduct against Plaintiff Ehrlich in an amount not less than \$25,000,000 plus interest, costs, and attorney's fees.

Should Defendants fail to appear in this action, then judgment will be entered by default in an amount not less than \$5,000,000 plus interest, costs, and attorney's fees, according to the proofs.

**Venue:** Plaintiffs designate New York County as the place for trial under N.Y.C.P.L.R. § 503(a) because: (a) Plaintiff Ehrlich resides in New York County, (b) Plaintiff DME Management has its principal place of business in New York County, and (c) Plaintiff David M. Ehrlich & Associates has its principal place of business in New York County.