

## **Afeni's Suit Against Suge**

Written by Site Staff ID603

Wednesday, 22 December 2004 05:52 -

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### **Afeni's suit against Suge**

The estate of Tupac Shakur, administered by his mother, Afeni Shakur, filed suit against Marion "Suge" Knight, the head of Death Row Records and Shakur's mentor and manager, Death Row Records, and David Kenner, Shakur's attorney. The estate charges that Death Row has not met its contractual obligations to Shakur. The suit includes allegations that Tupac was unfairly charged expenses such as child support payments for another Death Row Records rap artist, Nate Dogg.

Here is the April 19, 1997 complaint:

DONALD DAVID

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AFENI SHAKUR and RICHARD S.FISCHBEIN, as Joint Administrators of the Estate of TUPAC SHAKUR

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CLERK U.S. DISTRICT COURT CENTRAL

DIST. OF CALIFORNIA

LOS ANGELES

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

AFENI SHAKUR and RICHARD S. FISCHBEIN, as Joint Administrators of the Estate of TUPAC  
SHAKUR

Plaintiffs

vs.

DEATH ROW RECORDS, INC., MARION "SUGE" KNIGHT and DAVID KENNER

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Defendants

COMPLAINT FOR DAMAGES, ACCOUNTING AND INJUNCTIVE RELIEF

DEMAND FOR JURY TRIAL

Plaintiffs, by Fischbein Badillo Wagner Harding and Graham James LLP, their attorneys, for their complaint, allege:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 18 U.S.C. Section 1964, 28 U.S.C. Sections 1331, 1337, 1367 (a) and by reason of this court's pendent jurisdiction.
2. Venue is proper in this judicial district pursuant to 28 U.S.C. S 1391(b) in that the claims stated herein arose in this district.

THE PARTIES

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3. Plaintiff, Afeni Shakur ("Afeni"), is a resident of the State of Georgia and is the mother of Tupac Shakur ("Tupac").
  
4. Pursuant to Letters of Administration of the Superior Court dated October 23, 1996, Afeni was appointed co-administrator of the Estate of Tupac (the "Estate").
  
5. Plaintiff, Richard S. Fischbein ("Fischbein"), is a resident of the State of New York.
  
6. Pursuant to Letters of Administration, Fischbein was appointed co-administrator of the Estate.
  
7. Defendant, Death Row Records, Inc. ("Death Row"), is a California corporation, with its office located at 8200 Wilshire Boulevard, Beverly Hills, California 90211.
  
8. Defendant, Marion "Suge" Knight ("Knight"), is a resident of the State of California and is an officer, shareholder, and principal of Death Row. Upon information and belief, Knight is currently incarcerated within the penal system of the State of California, although his exact current location is unknown.
  
9. Defendant,- David Kenner {"Kenner"}, is a resident of the State of California, is an officer, shareholder and principal of Death Row, is an attorney admitted to practice law in the state of California, and is the attorney for Death Row. Additionally, Kenner acted as attorney for Tupac, from September 16, 1995 up until Tupac's death.

## BACKGROUND

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10. During his lifetime, Tupac was an extremely successful music publishing, recording and performing artist, as well as being a successful motion picture actor.

11. Among the albums published by Tupac during his lifetime were: "Thug Life," "Strictly 4 My N.I.G.G.A.Z. ," "2Pacalypse Now" and "All Eyez On Me." Subsequent to Tupac's death, Death Row released "Makaveli," an album that immediately became number one on the charts and sold over 3 million copies.

12. Tupac appeared as an actor in "Juice", "Above the Rim," "Poetic Justice" and "Bullet." Subsequent to his death, "Gridlock'd" was released to favorable critical reviews and the film "Gang Related" is scheduled to be released this fall.

13. Moreover, his songs were featured in numerous soundtracks from movies in which he did not appear as an actor.

### THE RECORDING CONTRACTS

14. On March 15, 1991, Tupac entered into a written recording agreement with TNT Records Inc. ("TNT") which obligated Tupac to record a number of record albums for TNT in exchange for which TNT agreed to pay Tupac certain specified advances and royalties (the "TNT Agreement").

15. The TNT Agreement obligated TNT to furnish Tupac with periodic reports which reflected the status of Tupac's entitlement to receive royalties earned from the sale of Tupac's records from TNT.

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16. Interscope Records ("Interscope"), a California General Partnership which is the most powerful, influential and successful publisher and distributor of the genre of popular urban music known as "Rap," sought to, and did, become Tupac's recording company.

17. Currently, Interscope's partners include a California corporation (the principals of which are Theodore Fields and Jimmy Iovine) and MCA Distribution.

18. In the past, during some of the time relevant to the events described herein, Interscope's partners included Atlantic Recording Corp. ("Atlantic Records."), which is a wholly owned subsidiary of Warner Communications, which itself is a subsidiary of Time Warner, Inc.

19. On August 15, 1991, TNT entered into a written agreement with Interscope which obligated TNT to furnish Interscope with a certain number of albums recorded by Tupac in exchange for which Interscope agreed to pay TNT certain specified advances and royalties (the "TNT/Interscope Agreement").

20. The TNT/Interscope Agreement obligated Interscope to furnish TNT with periodic reports which reflected the status of TNT's entitlement to receive royalties earned from the sale of Tupac's records by Interscope.

21. On November 12, 1993, TNT, Interscope, Tupac, and Out Da Gutta Records ("Gutta") entered into a written agreement (the "TNT/Interscope/Tupac/Gutta Agreement."), which provided for the assignment by TNT of its rights in the TNT/Interscope Agreement to Gutta, the assumption by Gutta of TNT's obligations to Interscope under the TNT/Interscope Agreement, and the consent of Interscope to the foregoing.

22. Tupac was a principal of Gutta, as well as being the sole performer whose services were being offered by Gutta. In the TNT/Interscope/Tupac/Gutta Agreement, Tupac guaranteed that Gutta would fulfill all of the obligations which it was obligated to fulfill under that agreement.

23. Pursuant to the various and sundry agreements described above, Tupac recorded a number of record albums, which the various contracting parties produced and marketed.

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Pursuant to those agreements, advances and royalties were to be paid to Tupac, and periodic statements accounting for royalties due and owing to Tupac were to be provided to him.

### DEATH ROW AND SUGE KNIGHT

24. At the time of the events described, the dominant recording company in the Rap music world was Death Row. The dominant personality in the Rap music world is Death Row's principal and CEO, Suge Knight.

25. Suge Knight, a former collegiate and professional football player, stands 6' 2" tall and weighs approximately 315 pounds. He is a convicted felon and has long had a reputation for being a hoodlum.

26. That reputation extends to the methods which Knight has allegedly used to operate Death Row and contributed in large part to the label's success. His tactics often sound like movie scripts for gangster films produced in Hollywood.

27. For example, Knight allegedly "negotiated" with Eazy-E, the then manager of Dr. Dre, D.O.C. and Michel'le, by threatening him with a baseball bat and metal pipes in his studio. Shortly thereafter, Easy-E released the three artists to sign with Death Row, for no compensation.

28. In another incident, it is alleged that Knight "persuaded" another rapper, Vanilla Ice, to sign over the rights to certain songs by threatening to drop him off a fifteenth floor balcony.

29. Even Death Row's offices were not sacrosanct. The offices were decorated, from top to bottom in the "colors" of the Bloods, a local gang well-known for violence, and with which Knight allegedly has strong ties.



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30. It has been alleged repeatedly that Death Row was initially funded with \$1,500,000 contributed by convicted cocaine dealer, Michael Harris ("Harris"). In January, 1996, Harris drafted a fifteen page complaint which alleged that both Knight and Kenner knew of his "investment" and that they had wrongfully denied him the return of, and return on, his investment.

31. Additionally, in October, 1996, Steve Cantrock ("Cantrock"), a Los Angeles accountant for Death Row, alleged that Knight physically threatened him into signing a confession that he had stolen \$4,500,000 from Death Row. Cantrock alleged that by threat of force and physical intimidation, Knight forced him to sign an "IOU" for the repayment of that sum. Since signing the confession, which Cantrock maintains is totally false, Cantrock has been in hiding.

32. Moreover, there is the issue of Knight's handling of "artist relations." Knight's management techniques allegedly included requiring two of his artists to get down on their knees and, when one of them refused, firing off his weapon and hitting the recalcitrant performer with it on the side of the performer's head.

33. Death Row's roster of artists included, beside Tupac , Snoop Doggy Dogg, Tha Dogg Pound, Nate Dogg, Danny Boy, Lady of Rage, Jewell and O.T.F.B.

34. Death Row's financial decline began in the Spring of 1996, when Dr. Dre, a rapper and producer who, along with Knight, founded Death Row, left the label. Dr. Dre's 1993 album, "The Chronic, " helped establish Death Row as a major force in the Rap industry. Additionally, Dr. Dre's skills as a producer added an artistic patina to the Death Row reputation.

35. Despite Death Row's apparent success, it suffered significant financial distress. Death Row's accounts were constantly in an "overdraft" status at City National Bank in Beverly Hills, California. The only reason Death Row's checks did not bounce was the intervention of Death Row's accountants.

36. As a further demonstration of Death Row's financial distress, American Express Travel ("American Express") has alleged that there are literally millions of dollars of unpaid charges made by Kenner, Knight and Death Row. In that connection, American Express has alleged that Knight commingled the assets of Death Row; with his own assets, diverted Death Row's

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corporate assets to his own account and otherwise treated both Death Row's assets and income as if they were his own.

37. Knight led a lavish life-style. He had at least twenty (20) automobiles -- at least two of them Rolls Royce automobiles worth a quarter million dollars each. When he traveled, Knight had stretch limousines outside his hotel 24 hours per day. Knight spent over one million dollars buying jewelry at just one jewelry wholesaler, B.L. Diamonds.

38. Knight's largesse extended even to his accountant, to whom he gave two cars (a Porsche and a Jeep Wagoneer), a gold Rolex watch and numerous other expensive gifts.

39. Unfortunately, as it developed later, much of Knight's "generosity" was funded from moneys that were due to Death Row artists, including Tupac and Johnny Jackson ("Jackson"), a record producer who, among other things, produced tracks for the "Gridlock'd" soundtrack and for Tupac's album "All Eyez On Me ". Jackson has now filed a lawsuit in the Superior Court of the State of California alleging, inter alia, fraud and breach of contract. Jackson alleges that he has not received any money from Death Row for his work, although Knight personally promised that he would receive both an advance and royalties.

40. Compounding Death Row's financial problems was Knight's claim that Steve Cantrock, the very accountant Knight had favored with gifts, had stolen \$4.5 million from Death Row. That loss, of course, also had to be funded by Death Row artists.

### CREATION OF THE TUPAC-KNIGHT RELATIONSHIP

41. On or about December 1, 1994, Tupac was convicted of crimes in the State of New York and on or about February 14, 1995, he was sentenced to a term of imprisonment of four and one-half years (the "Sentence").

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42. Although Tupac appealed his conviction, he commenced serving the Sentence on February 14, 1995, at the Clinton Correctional Facility, Danamora, New York, and he remained in prison on September 16, 1995.

43. On or about September 16, 1996, Knight and Kenner visited Tupac at Danamora, at which time they informed Tupac that they and Death Row would help to arrange for the release of Tupac on bail pending his appeal, but only if Tupac: (a) agreed to designate Knight as his music and recording manager; (b) designate Kenner as his attorney, and; (c) contract with Death Row to record three record albums.

44. On September 16, 1995, Knight and Kenner presented Tupac with a handwritten agreement which Tupac and Knight then signed while in prison (the "Danamora Agreement"). A copy of that agreement is annexed hereto as Exhibit A.

45. Among other things, the Danamora Agreement provided:

a. Subject to written contracts, Tupac designated Kenner as his attorney and Knight as his manager.

b. As manager of Tupac, Knight was to cause a contract to be drawn up between Tupac and Death Row (the company which Knight owned and controlled);

c. Tupac would record three record albums for Death Row. The first was to be based on material already recorded; the second would be released in 1996; the third would be released in 1997;

d. Tupac would receive in advance of \$1.0 million for the first record album, in addition to \$125,000 for the purchase of a car, a \$120,000 expense allowance over a twelve month period, a \$250,000 legal fund to be spent as Tupac desired, and the legal services of Kenner on behalf of Tupac;

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e. Tupac would be paid a royalty of 18% for sales of the first record album, plus a bonus of 1% of sales if that album sold over 500,000 copies ("Gold"), and an additional 1% of sales if that album sold over one million copies ("Platinum");

f. For the second and third albums, Tupac would be paid an advance of no less than \$1.0 million, or \$1.0 million for every million copies of the prior album which was sold; and,

g. For both the second and third record albums, Tupac would be paid a royalty of 18% of sales, plus a bonus of 1% of sales if that album went Gold, and an additional 1% of sales if that album went Platinum.

46. Nowhere related in the Danamora Agreement was the most critical provision -- the one for which Tupac sold his soul and for which Knight repeatedly took the credit. Death Row was to post the bail which, after seven months, would free Tupac from prison.

47. In truth, Death Row did not post that bail. The bail had three components. \$850,000 was posted in the form of a corporate guarantee by Atlantic Records; \$250,000 was posted by Interscope, and the balance of \$300,000 was posted in the form of a bail bond. All three components were secured by the future royalties to be earned by Tupac.

48. On September 16, 1995, Knight and Kenner also presented Tupac with a handwritten letter of memorandum to Interscope, which Tupac also signed, which informed Interscope that Knight was Tupac's manager, that Kenner was Tupac's attorney, and that no persons other than Knight and Kenner were authorized to represent Tupac in connection with his music and recordings. A copy of that memorandum is annexed here too as Exhibit B.

COMPLAINT

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49. On or after October 11, 1995, Tupac was released from prison on bail pending his appeal.

50. During the short period between Tupac's release from prison and his death, less than a year, Tupac recorded three full CD's and approximately 152 other tracks which have not yet been released.

51. Subsequent to October 11, 1995, Interscope and Death Row produced and released a doublealbum recorded by Tupac entitled "All Eyez on Me" ("Eyez"), which went "quintuple platinum," having sold more than five million copies. According to Death Row, Eyez was the first double CD album in Rap music history and was only made possible by Tupac's incredible energy and productivity.

52. Based on the contract between Tupac and Death Row, and the sales of Eyez, Tupac was entitled to receive gross royalties of \$12,000,000.

53. Additionally, by reason of the sales of Eyez, Tupac was entitled to receive a \$5,000,000 advance on his next album.

54. Thus, during the period of time from his release from prison until his death, Death Row owed Tupac 517,000,000. Yet, when he died, Tupac was virtually penniless. He owned almost nothing., HQ owned no real estate; he owned no stocks or bonds; he owned two cars -- one of which was compensation for his appearance in a commercial. \*1

55. During the period of his life with Death Row, Tupac never received an actual accounting of the monies due to him. However, Tupac and his employees were repeatedly told by Knight, Kenner and other Death Row employees {including Norris Anderson, Knight's brother-in-law, who is now Death Row's President and CEO), that the advances made by Death Row on Tupac's behalf were more than the amounts owed him. Repeatedly, in memos sent to Tupac and others through the U.S. mails, as well as in telephone conversations with Tupac while he was in California and in other states, Death Row representatives advised Tupac that he actually owed Death Row money.

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56. Not only were these statements false, fraudulent and untrue, but they were an integral part of a pattern of conduct by which Knight conducted his business.
57. Upon information and belief, Death Row similarly has failed to pay Snoop Doggy Dogg ("Snoop"), another major rap artist, the royalties to which he is entitled. Upon information and belief, Knight and others also told Snoop that his account with Death Row was overdrawn
58. Upon information and belief, when Dr. Dre left Death Row he similarly received no compensation, either for his performance as an artist or for his ownership interest in Death Row. Upon information and belief, Dr. Dre was also told that he was "overdrawn." Upon information and belief, just to separate himself from Death Row and Knight, Dr. Dre simply declined to press the issue any further and gave up that which he was rightfully entitled to receive.
59. By advising artists that they were "in the hole," Knight limited the artists' ability to leave Death Row. By failing and refusing to give the artists an accounting of the funds due them, he prevented them from challenging his creative accounting.
60. Even by Death Row's peculiar accounting practices, there were \$7,107,186.74 in expenses chargeable to Tupac. Thus, Death Row owed Tupac at least \$9,892,814 at the time of his death. That money, kept from Tupac by Knight and Death Row, through fraud, deceit and artifice, went to funding Knight's lavish lifestyle and perhaps that of his defalcating accountant.
61. Clearly, however, the expenses charged to Tupac by Death Row bear no relationship to the charges properly chargeable to Tupac. The mischarges are so pervasive, so blatant and so obvious, as to portray a pattern of fraud and deception involving millions of dollars. These improper charges are referred to hereinafter as the Fictitious Expenses.
62. The following are some, but not all, of the fictitious expenses which Knight, Kenner and Anderson included in the false and fraudulent financial records:
- a. On September 3, 1996, Tupac was charged with expenses associated with

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Michelle Toussa's (another Death Row performer favored by Knight) Range Rover, Check No. 1094, GJ Reference No. 96 P, in the amount of \$1,453.51.

b. In October 1995, Tupac was charged \$23,857 for repairs to a Porsche automobile. Although Cantrock and Knight owned Porsches; Tupac did not.

c. In 1996, Tupac was charged over \$28,000 for the purchase of a Chevy Suburban. Title to the vehicle was taken in Tupac's name initially, but was then transferred by Knight to his brother-in-law, Norris Anderson, without any compensation to Tupac. Additionally, on July 31, 1996, Tupac was charged 51,425, Check No. 16508, GJ Reference No. 17342P, in connection with the cost of transferring the car to Anderson.

d. On June 13, 1996, Tupac was charged \$2,700 for child support paid on behalf of Nate Dogg, another Death Row performer, Check No. 15404, GJ Reference No. 16184P.

e. In February 1996, Tupac was charged \$115,507, comprised of three separate payments, for jewelry purchased from B.L. Diamonds, a business operated by a close personal friend of Knight's accountant. The check numbers, GJ Reference numbers and payment amounts were as follows: Check No. 12300, GJ Reference No. 12497P, in the amount of \$67,596.70; Check No. 12301, GJ Reference No. 12898P, in the amount of \$15,599.00; and Check No. 12302, GJ Reference No. 128998, in the amount of \$32,312.00. Not only had Knight represented that the jewelry in question was a gift to Tupac from Knight, but the bills were not even paid and the Estate is now being sued on those bills by B.L.

Diamonds.

f. Tupac was charged over \$100,000 for the cost of furnishing an apartment. However, upon his death, Death Row emptied the apartment and took the furniture to an undisclosed location.

g. In August 1996, Tupac was charged \$2,965, Check No. 16754, GJ Reference No. 17610P, for an American Express bill incurred by Knight's wife. In fact, Knight allegedly now

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owes American Express in excess of \$1.2 million.

h. In June 1996, Tupac was charged \$5,845, Check No. 15258, GJ Reference-No. 16029P, for jewelry that Knight purchased from XIV Karats Ltd.

i. Tupac was charged more than \$120,000 in rental costs for a house in Malibu which was actually occupied by Kenner. The dates of the rental payments, check numbers, GJ Reference Numbers and check amounts are as follows:

Date	Check #	GJ Reference #	Amounts
5/2/96	14323 15670P		\$14,500.00
5/2/96	14326 15073P		\$21,600.00
6/11/96	15271 16041P		\$100,000.00
6/12/96	15311 16087P		\$12,000.00

j. Tupac was charged \$57,600 for rentals paid by Death Row in connection with an apartment located at 10601 Wilshire Boulevard. That apartment was not occupied by Tupac, but by other Death Row artists. The dates of the rental payments, check numbers, GJ Reference Numbers and check amounts are as follows:



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Date	Check #	GJ Reference #	Amounts
1/4/96	11545 12105P		\$10,994.00
1/4/96	11546 12106P		\$1,728.00
1/4/96	11547 12107P		\$1,828.00
2/7/96	1234 12831P		\$4,800.00
3/4/96	12877 13526P		\$4,800.00
4/8/96	13682 14400P		\$4,800.00
5/7/96	14426 15176P		\$4,800.00
6/11/96	15293 16069P		\$4,800.00
7/1/96	15732 16537P		\$4,800.00
8/7/96	16789 17647P		\$4,800.00
9/3/96	1070 72P		\$4,800.00

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63. Although there are undoubtedly many more instances of Fictitious Expenses charged to Tupac's account with Death Row, Plaintiffs are hindered in identifying them all due to the paucity of financial data currently in their possession.

64. Moreover, Tupac was charged with expenses that he never agreed to pay which were attendant to the production of albums released by Death Row. For example, he was charged \$3,421,842 in video production costs and \$663,012 in audio production costs. Of course, Tupac was never told that he was being charged with these expenses.

65. Not only did Death Row fail to advise Tupac of the royalties due him, not only did Death Row deceptively charge Tupac for expenses that were not properly charged to him, but Death Row also permitted other entities to misappropriate Tupac's rights and interests, and actively assisted them in doing so.

66. Thus, for example, Death Row permitted Globex to offer merchandise with Tupac's name and image without any compensation to Tupac. Death Row went so far as to permit Globex to place "bounce back" inserts in the CD cases for the "Eyez" album in order to facilitate the sale of that merchandise.

67. At no point had Tupac licensed the use of his name and image to Death Row and, in fact, Tupac was negotiating to license such rights to another company.

68. Death Row, Knight, Kenner and Anderson never told Tupac that they had made a deal with Globex, nor did they advise him of the terms of that deal. Clearly, they never accounted to him for any monies which may have been received.

69. All during this time, Kenner -- who was supposed to be acting as Tupac's attorney -- was also representing Death Row. This patent conflict of interest, which was a clear violation of the Code of Professional Responsibility that could not be waived, effectively deprived Tupac of any protection or representation.

70. Kenner was intimately involved in the scheme to defraud Tupac. Among other

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instances:

a. Kenner moved into the Malibu house, the rental for which was charged to Tupac.

b. Kenner was the signatory on the lease for the, Wilshire apartment, the rental for which was charged to Tupac, even though the Lease was to Death Row.

c. Despite repeated requests by Tupac to Kenner for contracts to be drawn up between Tupac and Death Row, Kenner failed to protect Tupac's interests by causing such contracts to be drawn and entered into.

d. Although Tupac requested that Kenner assist him in negotiating a merchandising contract, Kenner delayed doing so and, more to the point, never told Tupac that Death Row already had entered into a merchandising arrangement with Globex for the exploitation of Tupac's name and likeness.

71. Finally realizing that Kenner would not protect his interests (and in fact could not do so by reason of the conflict between the interests of Tupac and Death Row), on or about August 27, 1996, Tupac notified Kenner that his services as Tupac's attorney were being terminated immediately.

72. On September 7, 1996, while in Las Vegas, Nevada attending a boxing match with Knight, Tupac was repeatedly shot, from which he died on September 13, 1996. At the time he was shot, Tupac was riding in the front seat of Knight's BMW.

73. At the time he was shot, having completed his contractual obligations to Death Row and suspecting that Knight and Kenner had defrauded him, Tupac had begun making preparations to leave Death Row and establish his own record company. He had, among other things, established a corporate structure to handle and manage his affairs and had retained counsel other than Kenner to negotiate a merchandising agreement. In fact, at the time Tupac died, that contract had been fully negotiated, reduced to writing and was merely awaiting

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execution.

### FIRST CLAIM FOR RELIEF

(Against Defendants Knight and Kenner For Violations Of The Racketeer Influenced and Corrupt organizations Act)

74. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief

75. This count is based on the Racketeer Influenced and Corrupt Organizations act, Title IX of the Organized Crime Control Act of 1970, as amended, 18 U.S.C. Sections 1961-1968 ("RICO").

76. Knight, Norris Anderson, Kenner and unknown employees or agents of Death Row are "persons" within the meaning of 18 U. S. C. Section 1961(3), which defines "person" to include any individual or entity capable of holding a legal or beneficial interest in property.

77. At all times relevant hereto, Death Row was an "enterprise" within the meaning of 18 U.S.C. Section 1961(4).

78. Subsequent to the making of the Danamora Agreement, Knight, Kenner, Norris Anderson and unknown employees or agents of Death Row developed and entered into a pervasive and continuous conspiracy and scheme to steal from Tupac and to convert his assets by depriving him of the monetary advances and royalties which he was entitled to receive pursuant to that Agreement the "Conspiracy").

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79. By reason of the Conspiracy, Knight, Kenner, Norris Anderson and unknown employees or Agents of Death Row caused and permitted funds believed to be in excess of \$50,000,000 to be diverted from Tupac while he lived, and from his Estate after his death.

80. As a result of the Conspiracy" Knight, Kenner, Norris Anderson and unknown employees or agents of Death Row have personally benefited, and Tupac's Estate and its beneficiaries have been damaged in an amount which cannot be determined with certainty at this time, but which Plaintiffs presently believe to be in excess of \$50,000,000.

81. In furtherance of the Conspiracy, Knight, Kenner, Norris Anderson and unknown employees or Agents of Death Row, on behalf of Death Row, agreed that Death Row would finance the production of musical recordings and videos of Tupac, would control the production of those musical recordings and videos, and would arrange for the marketing and distribution in interstate commerce of those musical recordings and videos, not only in every state of the United States, but throughout the world.

82. Also in furtherance of the Conspiracy, Knight, Kenner, Norris Anderson and unknown employees or agents of Death Row, on behalf of Death Row, agreed among themselves to deprive Tupac, his agents, attorneys, accountants and employees of the financial records and financial information which they required in order to determine whether monetary advances and royalties were due, owing, and payable to Tupac by Death Row pursuant to the Danamora Agreement.

83. Also in furtherance of the Conspiracy, Knight, Kenner, Norris Anderson and unknown employees or agents of Death Row, on behalf of Death Row, agreed among themselves that they would falsely represent to Tupac, his agents, attorneys, accountants, and employees that no monetary advances were due, owing and payable to Tupac by Death Row pursuant to the Danamora Agreement, when such monetary advances and royalties were in fact due, owing and payable to Tupac.

a. In furtherance thereof, in or about February, 1996, Tupac (who was then in New York) had a telephone conversation with Knight and another Death Row representative (who were then in California) in which Knight and such representative advised Tupac that he had already spent \$2, 000, 000 more than he was entitled to receive;

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b. In furtherance thereof, on a monthly or bimonthly basis commencing on or about December, 1995, and proceeding through at least June, 1996, at the direction of Knight, Kenner. Cantrock and Anderson, two employees of Tupac ("Yassmyn" and Molly.) caused proposed budgets to be sent by fax and mail to Death Row, wherein Tupac requested release of his monies for the operation of his businesses. In each instance, Knight, Kenner, Cantrock and Anderson called on the telephone, faxed and mailed back refusals to release said funds, false citing as the reason therefor both the failure of the budget to include all items of expense (such as missing car payments) and the claim that no net monies were due from Death Row to Tupac. In truth, the reason the monies were not released was because they were being misappropriated by Knight, Kenner and Anderson, using the Death Row enterprise as their cover for their misappropriations.

84. Also in furtherance of the Conspiracy, Knight, Kenner, Anderson and unknown employees or agents of Death Row, on behalf of Death Row, agreed among themselves to falsely and fraudulently conceal the fact that monetary advances and royalties were due, owing and payable to Tupac by Death Row pursuant to the Danamora Agreement by debiting Tupac's account (the "Account") with alleged expenses which were either fictitious or which were not attributable to Tupac's account (the "Fictitious Expenses"), and by deducting the Fictitious Expenses from monies owed to Tupac.

85. Also in furtherance of the Conspiracy, Knight, Kenner, Anderson and unknown employees or agents of Death Row, on behalf of Death Row, agreed among themselves to falsely and fraudulently conceal the fact that monetary advances and royalties were due, owing and payable to Tupac by Death Row pursuant to the Danamora Agreement by causing Death Row to create false and fraudulent financial records which listed the Fictitious Expenses, and which may have understated the income received from the sales of Tupac's records and videos.

86. On numerous occasions in 1995 and 1996, and continuing into 1997, Knight, Kenner, Anderson and unknown employees or agents of Death Row, using the United States mails to send checks to third parties, then debited the Account with the amounts of those checks, which were Fictitious Expenses:

a. On September 3, 1996, Tupac was charged with expenses associated with Michel'le Toussa's (another Death Row performer favored by Knight) Range Rover, Check No. 1094, GJ Reference No. 96 P, in the amount of 51,453.51.

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b. In October 1995, Tupac was charged \$23, 857 for repairs to a Porsche automobile. Although Cantrock and Knight owned Porsches, Tupac did not.

c. In 1996, Tupac was charged over 528,000 for the purchase of a Chevy Suburban. Title to the vehicle was taken in Tupac's name initially, but was then transferred by Knight to his brother-in-law, Norris Anderson, without any compensation to Tupac. Additionally, on July 31, 1996, Tupac was charged \$1,425, Check No. 16508, GJ Reference No. 17342P, in connection with the cost of transferring the car to Anderson.

d. On June 13, 1996, Tupac was charged \$2, 700 for child support paid on behalf of Nate Dogg, another Death Row performer, Check No. 15404, GJ Reference No. 16184P.

e. In February 1996, Tupac was charged 5115,507, comprised of three separate payments, for jewelry purchased from B.L. Diamonds, a business operated by a close personal friend of Knight's accountant. The check numbers, GJ Reference numbers and payment amounts were as follows: Check No. 12300, GJ Reference No. 32497P, in the amount of \$67,596.70; Check No. 12301, GJ Reference No. 12898P, in the amount of \$15,599.00; and Check No. 12302, W Reference No. 128998, in the amount of \$32,312.00. Not only had Knight represented that the jewelry in question was a gift to Tupac from Knight, but the bills were not even paid and the Estate is now being sued on those bills by B.L. Diamonds.

f. Tupac was charged over \$100, 000 for the cost of furnishing an apartment. However, upon his death, Death Row emptied the apartment and took the furniture to an undisclosed location.

g. In August 1996, Tupac was charged \$2,965, Check No. 16754, GJ Reference No. 17610P, for an American Express bill incurred by Knight's wife. In fact, Knight allegedly now owes American Express in excess of \$1.2 million.

h. In June 1996, Tupac was charged \$5,845, Check No. 15258, GJ Reference No. 16029P, for jewelry that Knight purchased from XIV Karats Ltd.

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i. Tupac was charged more than S120,000 in rental costs for a house in Malibu which was actually occupied by Kenner. The dates of the rental payments, check numbers, GJ Reference Numbers and check amounts are as follows:

Date	Check #	GJ Reference #	Amounts
5/2/96	14323 15670P		\$14,500.00
5/2/96	14326 15073P		\$21,600.00
6/11/96	15271 16041P		\$100,000.00
6/12/96	15311 16087P		\$12,000.00

j. Tupac was charged \$57, 600 for rentals paid by Death Row in connection with an apartment located at 10601 Wilshire Boulevard. That apartment was not occupied by Tupac, but by other Death Row artists. The dates of the rental payments, check numbers, GJ Reference Numbers and check amounts are as follows:

Date	Check #	GJ Reference #	Amounts
1/4/96	11545 12105P		\$10,994.00
1/4/96	11546 12106P		\$1,7280.00



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1/4/96	11547	12107P	\$1,828.00
2/7/96	12234	12831P	\$4,800.00
3/4/96	12877	13526P	\$4,800.00
4/8/96	13682	14400P	\$4,800.00
5/7/96	14426	15176P	\$4,800.00
6/11/96	15293	16069P	\$4,800.00
7/1/96	15732	16537P	\$4,800.00
7/1/96	15732	16537P	\$4,800.00
9/3/96	1070	72P	\$4,800.00

87. On numerous occasions in 1995 and 1996, and continuing into 1997, Knight, Kenner, Anderson and unknown employees or agents of Death Row, after using wire transmissions to send money to third parties, then debited the Account with the amounts of those wire transfers which were Fictitious Expenses:

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88. In furtherance of the Conspiracy, Knight, Kenner, Anderson and unknown employees or Agents of Death Row, at various times in 1996, produced false and fraudulent financial records which listed Fictitious Expenses.

89. Paragraph 54 et seq., list some of the specific instances in which these things occurred, but Plaintiffs believe that full discovery will show many other instances.

90. Commencing at a time which is presently unknown, but which, upon information and belief, was after the making of the Danamora Agreement, the acts of Knight, Kenner, Anderson and unknown employees or agents of Death Row included numerous acts which are indictable under 18 U.S.C. Section 1341 (mail fraud) and 18 U.S.C. Section 1343 (wire fraud), and thus constituted "racketeering activity" within the meaning of the Federal RICO statute. These acts included, but were not limited to, the repeated use of the United States mails and of interstate telephone and wire services to operate a continuous and pervasive scheme of fraud and deception designed to conceal from Tupac while he was alive, and later from the legal representatives of Tupac's Estate, the fact that millions of dollars were being illegally and fraudulently diverted.

91. During his lifetime, Tupac, his agents, attorneys, representatives and employees in 1996, via telephone, made repeated inquiries (the "Inquiries.") of Knight, Kenner, Anderson and employees of Death Row as to monetary advances and royalties due, payable and owing to Tupac pursuant to the Danamora Agreement.

92. Knight, Kenner, Anderson and employees of Death Row repeatedly responded to the Inquiries by falsely and fraudulently stating that not only did Death Row not owe Tupac any monetary advances or royalties, but that his account showed that Tupac owed money to Death Row. At the time these statements were made by Knight, Kenner, Anderson and employees of Death Row, they knew those statements to be false and fraudulent. At the time those statements were made, Knight, Kenner, Anderson and employees of Death Row knew that Death Row actually owed Tupac millions of dollars pursuant to the Danamora Agreement.

93. Between September 15 and October 22, 1996, Plaintiffs, as the legal representatives of Tupac's Estate, repeatedly demanded of the Defendants that they be given financial records and information which would enable them to determine the amount owed to Tupac's Estate pursuant to the Danamora Agreement.

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94. Subsequent to Tupac's death, during the period of September 15 to October 22, 1996, the Defendants caused to be sent to the Plaintiffs in New York via the United States mails, financial records containing fictitious Expenses in order to falsely make them believe that no monies were owed to Tupac's Estate pursuant to the Danamora Agreement when, in fact, millions of dollars were owed.

95. On numerous occasions during 1996, Kenner, while purporting to act as Tupac's attorney, caused to be sent to Tupac, via the United States mails mail and interstate wires, numerous letters and documents which involved and discussed the Fictitious Expenses.

96. The conduct alleged above consisted of a series (more than two acts) of interrelated criminal acts, and thus constituted a pattern of "racketeering" activity within the meaning of the Federal RICO statute, in violation of 18 U.S.C. Section 1962(c) and (d).

97. Plaintiffs are "persons" within the meaning of the Federal RICO statute and have been injured by reason of violations of 18 U.S.C. Sections 1962(c) and (d) as alleged above and such violations have caused the loss of over \$50,000,000, as well as the loss of the use of such funds during and after the period those funds were being fraudulently diverted by Defendants.

### SECOND CLAIM FOR RELIEF

(Against Death Row, Knight And Kenner For An Accounting And To Recover Royalties)

98. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief.

99. Pursuant to the Danamora Agreement, Death Row was required to pay Tupac a stipulated royalty based upon the sales of Tupac's record albums.

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100. Plaintiffs are unable to determine the amount of money owed by Death Row to them unless Death Row furnishes them with an accountant.

101. Death Row, Knight and Kenner, in an effort to cheat Tupac's estate out of the royalties which Tupac earned, and continues to earn, refuse to furnish Plaintiffs with a true and accurate accounting although Plaintiffs have repeatedly demanded that they do so.

102. Plaintiffs have no adequate remedy at law.

### THIRD CLAIM FOR RELIEF

(Against Death Row For Declaratory Judgment)

103. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief.

104. The Danamora Agreement obligated Tupac to record three record albums for Death Row.

105. In the case of the second record album produced by Death Row (the "Second Death Row Record."), the Danamora Agreement obligated Death Row to pay Tupac an advance of no less than \$1, 000,000, in an amount to be calculated by adding an additional advance of \$1,000,000 for every million copies of the First Death Row Record which were sold.

106. Based upon the sales of the First Death Row Record, Death Row became obligated to pay Tupac \$5 Million as an advance in connection with the Second Death Row Record.

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107. Although Interscope released the Second Death Row Record, Death Row failed to pay any portion of the required advance (the "Required Advance") to either Tupac or to the Plaintiffs.

108. The failure by Death Row to pay the Required Advance is a material breach of the Danamora Agreement.

109. By reason of that material breach, Plaintiffs are entitled to, and hereby declare the Danamora Agreement to be null and void and of no further force and effect.

110. In the event that any of the Defendants contend that the Danamora Agreement remains in force and effect, a justiciable controversy exists which requires this court to declare the rights, duties and obligations of the parties regarding whether the Danamora Agreement is null and void.

111. Plaintiffs have no adequate remedy at law.

### FOURTH CLAIM FOR RELIEF

(Against Death Row, Knight and Kenner For Injunction)

112. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief.

113. In the event that this court determines that the Danamora Agreement is null and void and of no force or effect by reason of Death Row's material breach thereof, then Death Row will

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not be entitled to receive any advance or royalties which may be payable by Interscope to Death Row pursuant to their agreement with respect to any record album recorded by Tupac for Death Row.

114. In the event that this court determines that the Danamora Agreement is null and void and of no force or effect by reason of Death Row's material breach thereof, then any monies payable by Interscope to Death Row should, in law and equity, be paid to Plaintiffs.

115. In the event that this court determines that the Danamora Agreement is null and void, Death Row should be permanently enjoined from collecting any future monies from any source as it relates to Tupac and Plaintiffs.

116. Plaintiffs have no adequate remedy at law.

### FIFTH CLAIM FOR RELIEF

(Against Death Row, Knight And Kenner For Recovery of Chattels Lawfully Obtained But Wrongfully Detained)

117. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief.

118. Prior to his death, Tupac was the owner of some 152 musical works recorded by him which had never been released ("the Unreleased Recordings").

119. Prior to his death, Tupac was entitled to the immediate possession of the Unreleased

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Recordings.

120. Subsequent to Tupac's death, Plaintiffs, as representatives of Tupac's estate, became entitled to the immediate possession of the Unreleased Recordings.

121. The Defendants are in possession of some or all of the Unreleased Recordings and they continue to wrongfully detain the same from the Plaintiffs.

122. The Plaintiffs have demanded that the Defendants return the Unreleased Recordings, but the Defendants have refused and continue to refuse to deliver the same to Plaintiffs.

123. The value of the Unreleased Recordings is in excess of \$100,000,000.

### SIXTH CLAIM FOR RELIEF

(Against Kenner For Legal Malpractice and Breach of Fiduciary Duty)

124. Plaintiffs repeat each and every allegation set forth in paragraphs 1 through 73 of this Complaint with the same force and effect as if fully restated in this Claim for Relief.

125. Because Kenner was and is an officer, shareholder and principal of Death Row as well as the attorney for Death Row and Knight, he was morally, ethically, and legally barred from either providing legal representation to Tupac, or in holding himself out as being Tupac's attorney.

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126. Because Kenner's purported representation of Tupac was in hopeless conflict with Kenner's own personal financial interest, and his professional obligations to Death Row and Knight, such conflict could not be waived by Tupac when he entered into the Danamora Agreement.

127. By holding himself out as Tupac's attorney in connection with the Danamora Agreement, Kenner sought to create the aura of legitimacy to a sham and unethical transaction.

128. By purporting to represent Tupac in connection with the making of the Danamora Agreement, while actually representing himself, Knight and Death Row, Kenner "took advantage" of Tupac's incarceration by depriving Tupac of the independent legal advice to which he was entitled prior to entering into that Agreement.

129. Thereafter, while purporting to represent Tupac, Kenner actually continued to represent his own interests and those of Death Row, to the detriment of Tupac and his interests.

130. Subsequent to September 16, 1995, Kenner failed and refused to perform his duties as Tupac's attorney because to have done so would have been contrary to Knight's interests, Kenner's own personal interests, and the interests of Death Row.

131. Accordingly, while the Danamora Agreement obligated Death Row to prepare a formal written recording agreement between Tupac and Death Row, Kenner never prepared such an agreement although Tupac repeatedly demanded that he do so.

132. By reason of Kenner's failure to prepare a formal written recording agreement, Plaintiffs have been damaged by being deprived of the opportunity to invoke those clauses which an attorney truly representing the independent interests of Tupac would have insisted upon.

133. Additionally, many areas which would have been the subject of



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negotiation and clarified in a written agreement have now resulted in claims against the Estate.

134. For example, Knight has filed a claim against the Estate asserting that he is entitled to receive 20% of the sums due to Tupac as his "manager," even though there is no provision for compensation in either of the agreements Tupac signed. In making his claim, which would involve Knight receiving compensation and a fee for payments made by Knight's own company to Tupac, Knight relies upon "custom and usage" in the business.

135. Knight's right to receive a fee would have been something which would normally would have been resolved in the written agreement, if any, between Knight and Tupac.

136. If Kenner had been protecting Tupac's independent interests, he would have pursued those final agreements, would have dealt with these issues in the documents and would have made it clear that Knight was not entitled to independent compensation as "manager."

137. But for Kenner's failure to properly exercise his professional responsibility to Tupac, Tupac and the Estate would not now be subject to such claims by Death Row and Knight.

138. Furthermore, prior to discharging Kenner as his attorney, Tupac directed him to prepare merchandising contracts for his "Fan Club" and for others.

139. In spite of Tupac's directions to Kenner that he prepare merchandising agreements, Kenner took no steps to comply with that directive.

140. Instead, upon information and belief, Death Row, unbeknown to Tupac, entered into an illegal merchandising agreement with a company named Globex in which items such as T-shirts, and other wearing apparel bearing Tupac's name and likeness were sold without Tupac's consent and without paying him any royalties or commissions, but from which Death Row profited financially.

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141. In addition, during 1996, Tupac was afforded the opportunity to compose the musical score to a motion picture entitled "Gang Related,," in which Tupac was also acting. While a contract for Tupac's acting was prepared, that document expressly provided for a written contract to be prepared which would govern the rights of the parties as it related to the sound track album.

142. Upon being given the opportunity to compose the foregoing musical score, Tupac directed Kenner to prepare the necessary contract documents.

143. Because Kenner never prepared those documents, Tupac lost the opportunity to compose the musical score for "Gang Related,," as well as the income he would have earned for such musical score.

144. By reason of the foregoing acts of omission and commission on the part of Kenner, Plaintiffs have been damaged in the sum of \$20,000,000.

WHEREFORE, Plaintiffs demand judgment as follows:

A. On the First Claim for Relief, as to Knight and Kenner, jointly and severally, for such compensatory and other damages as Plaintiffs shall prove at trial, trebled, but not less than \$150,000,000.

B. On the Second Claim for Relief, an order:

i) Requiring Defendants Death Row, Knight and Kenner to render the required accounting and to pay to Plaintiffs the royalties due and payable on the First Death Row Album;

ii) Requiring Defendants Death Row, Knight and Kenner to render an accounting for all sales of the record album "All Eyez On Me" from October 1, 1995, to the date

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of the trial of this action; and,

iii) Requiring Defendants Death Row, Knight and Kenner to pay Plaintiffs the royalties due them as set forth in the Danamora Agreement based on the sales of the record album "All Eyez on Me."

C. On the Third Claim for Relief, declaring the Danamora I Agreement to be null and void and of no further force or effect.

D. On the Fourth Claim for Relief, permanently enjoining Death Row from collecting any monies from any party, in connection with Tupac's musical recordings.

E. On the Fifth Claim for Relief:

i) Declaring that Plaintiffs are the owners of the Unreleased Recordings;

ii) Directing Knight, Kenner and Death Row to immediately deliver the Unreleased Recordings to Plaintiffs;

iii) In the event possession of the Unreleased Recordings cannot be obtained, that Plaintiffs have judgment for \$100,000,000 against Defendants Death Row, Knight and Kenner, together with interest from September 16, 1995.

F. On the sixth Claim for Relief, damages in the sum of \$200,000,000 against Defendant Kenner.

G. For such further relief as the Court may deem just and proper, together with the costs and disbursements of this action.

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Dated: April 18, 1997

Respectfully Submitted, DONALD DAVID

FISCHBEIN BADILLO WAGNER HARDING

and

STEPHEN T. OWENS

JAMES H. BRODERICK, JR.

ALLEN C. KIM

GRAHAM & JAMES LLP

/s/ Stephen Owens

Attorneys for Plaintiffs

AFENI SHAKUR and RICHARD S. FISCHBEIN, as Joint Administrators of the Estate of TUPAC SHAKUR

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### DEMAND FOR JURY TRIAL

Plaintiffs herein demand trial by jury of all claims for relief and issues which are properly triable by jury.

Dated: April 18, 1997

Respectfully submitted, DONALD DAVID

FISCHBEIN BADILLO WAGNER HARDING

and

STEPHEN T. OWENS

JAMES H. BRODERICK, JR. ALLEN C. KIM

GRAHAM & JAMES LLP

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/s/ Stephen Owen Attorneys for Plaintiffs AFENI SHAKUR and RICHARD S. FISCHBEIN, as Joint Administrators of the Estate of TUPAC SHAKUR

[Endnotes]

\*1 Knight also received a \$61,000 Jaguar automobile as compensation for Tupac's appearance in that commercial.

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Exhibit A

Sept. 15, 1995

Suge Knight is to be my manager for all music endosers for a period of three years. Suge will cause a contract to be entered into by and between Tupac Shakur and Death Row records which will include the following deal points:

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### Album One:

1. To be released in 1995. Album to consist of already recorded material to be remitted by Dr. Dre. Snoop Doggy Dog shall make a guest appearance.
  
2. Tupac shall receive the following advances:
  - a. One million upon execution of documents.
  
  - b. 125,000.00 for purchase of car.
  
  - c. 120,000.00 expense allowance for 12 months.
  
  - d. 250,000.00 legal fund to be spent through Oagletree at the direction of Tupac.
  
  - e. Death Row shall secure the services of David Kenner to handle Tupac's Los Angeles cases.
  
3. Tupac shall receive 18 points with one point bump at gold and platinum.

### Album Two

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1. 18 points - 1 point bump at gold and platinum.
2. 1 million advance call in for every million records sold on album one.

### Album Three

1. 18 points - 1 point bump at gold and platinum.
2. (not legible) every million records sold on album two.

Dated: September 16, 1995 /s/ Tupac Shakur

Dated: September 15, 1995 /s/ Suge Knight

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Exhibit B



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Sept. 15, 1995

To: Interscope Records

From: Tupac Shakur

Re: Authorization to Represent Tupac Shakur

This memo will confirm that Suge Knight & David Kenner are the only people authorized to represent me in connection with my music and recording. Suge Knight is my manager and David Kenner my lawyer for these purposes.

Dated: September 16, 1995 /s/ Tupac Shakur