


ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS <i>Nathaniel D. Hile p/k/a "Nate Digg"</i> <i>an individual</i>	DEFENDANTS <i>Marion Knight, Jr. et al</i> <i>individual, et al Dies 1-25</i>	
ATTORNEYS (Firm Name, Address, and Telephone No.) <i>Bret D. Lewis - Santa Monica wellsbey</i> <i>1133 - 12304 Santa Monica Blvd - 3rd Fl.</i> <i>Los Angeles, CA 90025</i>	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) - Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) - Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) - Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) - Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) - Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) - Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce/sep property settlement/deedee <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) - Injunctive Relief <input type="checkbox"/> 71-Injunctive relief - reinstatement of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> RECEIVED DEC 20 2006 <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</small> </div>		
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ <i>100,000</i>	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR <i>For re: Marion Knight, Jr.</i>		BANKRUPTCY CASE NO. <i>LA06-11187-EC</i>
DISTRICT IN WHICH CASE IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE <i>12/20/06</i>	PRINT NAME OF ATTORNEY (OR PLAINTIFF) <i>Bret D. Lewis</i>	

INSTRUCTIONS

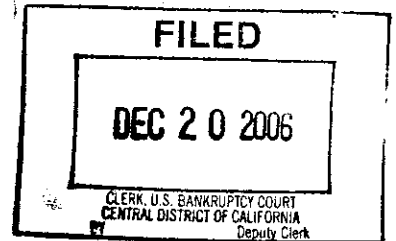
The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, if it is required by the court. In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Parties. Give the names of the parties to the adversary proceeding exactly as they appear on the complaint. Give the names and addresses of the attorneys if known.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.



1 Bret D. Lewis (State Bar No.166819)
2 Law Offices of Bret D. Lewis
3 Santa Monica Wellesley Plaza
4 Los Angeles, CA 90025
5 Phone: 310-207-0696
6 Fax: 310-362-8424
7 Bretlewis@aol.com

8 Attorney for Creditor
9 Nathaniel D. Hale p/k/a Nate Dogg

10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 In Re: MARION KNIGHT, Jr., an individual,)

14 Debtor.)

15 Bk. No. LA 06-11187-EC)

16 Nathaniel D. Hale, p/k/a "Nate Dogg", an)
17 individual;)

18 Plaintiff/Creditor)

19 vs.)

20 Marion Knight, Jr., an individual;)
21 and DOES 1-25.)

22 Defendants/Debtor)

23 **CHAPTER 11**

24 **ADV. CASE NO.:** _____

25 **COMPLAINT TO DETERMINE NON-**
26 **DISCHARGEABILITY OF DEBT**
UNDER 11 U.S.C. §§ 523(a)(4) AND
523(a)(6)

27 For his complaint against Defendant/Debtor Marion Knight, Jr. ("Suge"), Plaintiff/Creditor
28 Nathaniel D. Hale ("Creditor") alleges as follows:

29 **PARTIES**

1 1. Creditor Nathaniel D. Hale p/k/a Nate Dogg ("Creditor" "Hale" or "Nate Dogg") is an
2 individual residing in the State of California.

3 2. Debtor Death Row Records, Inc., a California corporation ("Death Row"), is a record
4 company organized and established under the laws of the State of California, with its principal place
5 of business in Los Angeles County, California.

6 3. Marion Knight, Jr., an individual ("Suge"), upon information and belief resides in the
7 State of California and is currently a convicted felon on parole. Suge is an individual who filed his
8 petition in bankruptcy (the "Bankruptcy") under Chapter 11 of the United States Bankruptcy Code
9 on April 4, 2006 ("Petition Date"). Marion Knight, Jr. d/b/a Suge Knight at all material times was
10 the president of Death Row Records, Inc. and the alter ego of shells he operated under the names of
11 Suge Music and Suge Publishing and Death Row Records, Inc. and various other names or entities at
12 all times under the control of Marion Knight or Death Row Records, Inc. (collectively, the "Death
13 Row Parties"). Further, upon information and belief there exists, at all times mentioned herein, a
14 unity of interest and ownership between such entities and that the former are not separate legal
15 entities from Suge, the individual, or Death Row and are not legal entities at all, and Suge and Death
16 Row are the true identity behind these empty shell entities.

17 4. Upon information and belief Suge is using the corporate entity, Death Row to fraudulently
18 acquire and exploit valuable intellectual property rights of Creditor through making false statements
19 regarding Creditor's and Debtor's respective duties, obligations and contractual rights. Adherence to
20 the fiction of the separate existence of the Death Row Parties and Suge as an entity distinct from any
21 entity would permit an abuse of the corporate privilege and would sanction fraud and injustice if it
22 were to shield Suge from the consequences of his wrongful conduct.

23 5. The true identities and capacities of the Death Row Parties DOES 1 through 25, inclusive,
24 are unknown to Creditor at this time. Accordingly, Creditor is informed and believes, and on that
25 basis alleges, that such DOE the Death Row Parties are in some manner responsible for some or all
26 of the acts and omissions alleged herein. Creditor will seek leave to amend this Complaint to state

1 the true identity and capacity of such DOE the Death Row Parties when such facts become known to
2 Creditor. At all times material herein, each defendant was the principal, agent, servant,
3 representative or employee of each of the remaining the Death Row Parties and, in doing the things
4 hereinafter alleged, was acting within the scope and course of such employment, agency, or
5 relationship with the permission and consent of their co- Death Row Parties.

6 6. Creditor was not listed or named on the scheduled filed by Suge in the Bankruptcy
7 Petition and Creditor had no actual knowledge of the filing of the Bankruptcy Petition to timely file
8 a request for a determination of dischargeability of debts pursuant to Section 523(a)(3) (B).

9 JURISDICTION AND VENUE

10 7. Creditor brings this action pursuant to 11 U.S.C. §§ 523(a)(2)(A), 523(a)(2)(b), 523(a)(4)
11 and 523(a)(6). Creditor seeks judgment, *inter alia*, determining Suge's debt to Creditor to be non-
12 dischargeable under 11 U.S.C. §§ 523(a)(2)(A), 523(a)(2)(B), 523 (a)(4) and 523(a)(6).

13 8. This Court has jurisdiction over this adversary proceeding pursuant to (i) 28 U.S.C. §
14 1334, as a civil proceeding arising under the United States Bankruptcy Code ("Bankruptcy Code")
15 or arising in a case commenced under the Bankruptcy Code; and (ii) 28 U.S.C. § 157 as a civil
16 proceeding which constitutes a core proceeding.

17 9. Venue lies in the Central District of California, pursuant to 28 U.S.C. §§ 1408(1) and
18 1409(a), as this is a proceeding arising under the Bankruptcy Code or arising in a case commenced
19 by the Debtor under chapter 11 of the Bankruptcy Code in the Central District of California.

20 FACTUAL BACKGROUND

21 10. Creditor is a recording artist and songwriter whose skill and talent as an artist and
22 songwriter have accorded him widespread popularity throughout the world as a multi-platinum
23 selling artist and songwriter.

24 11. From approximately 1993 to the present, Creditor became one of the most recognizable
25 names in urban music. From such time and continuing through the present, Creditor has used the
26 name "Nate Dogg" as a distinct mark associated with his professional and personal identity.

12. Attached hereto is as **Exhibit A** is a list which reflects Creditor's informed belief and of the title of the songs ("Compositions") and the masters embodying such Compositions ("Masters") released by the Death Row Parties embodying Creditor's songwriting and vocal performances. If additional songs/masters are discovered and/or recalled, Creditor will seek to amend this Complaint to specify the name of such Compositions and Masters.

13. During the period of approx. 1993 to present, the Death Row Parties exploited Creditor shamelessly, including the Compositions and the Masters (and also utilized Creditor's name, likeness or image in connection with the exploitation of such Compositions and Masters) in interstate commerce throughout the world on records and in other audio and visual medium. The Death Row Parties collected millions of dollars in record sales and record royalties and music publishing and music publishing royalties and never accounted to or paid Creditor amounts he was entitled to in respect of his contributions to records and songs released by or through the Death Row Parties.

14. Whenever Creditor would approach the Death Row Parties regarding payment of monies he was potentially owed, Creditor was either (i) threatened with violence, (ii) falsely informed he was not owed any monies because no profits were derived from the venture because no monies had been collected or (iii) falsely informed that he would be accounted to in due course.

15. As a consequence of the wrongful acts of the Death Row Parties described herein, Creditor has been damaged in an amount to be established according to proof of no less than \$10,000,000.

FIRST CLAIM FOR RELIEF

(Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. § 523(a) (6)/Breach of Contract)

16. Creditor incorporates herein by reference the allegations of ¶¶ 1-15, above as though fully set forth herein.

1 17. Creditor is uncertain whether he signed any written contracts granting any rights to the
2 Death Row Parties in his Masters or Compositions and the Death Row Parties have failed to produce
3 copies requested by Creditor. However, if Creditor signed a written contract with the Death Row
4 Parties concerning the Masters or Compositions, the contracts (the "Contracts") provided for, *inter*
5 *alia*:

6 (i) the assignment of an interest to Suge in the music publishing rights for the Compositions
7 and Suge alone was charged, from at least as early as 1993 and continuing to the present, with
8 administration, promotion and exploitation of all rights in the Compositions including licensing
9 thereof;

10 (ii) concomitantly, Suge alone was charged with the obligations to receive royalties in respect
11 to the Compositions remitted by subpublishers and administrators, provide true and correct
12 accountings of such remitted royalties to Creditor no less than twice per year, and pay over no less
13 than twice per year promptly to Creditor all royalties due Creditor in accordance with the provisions
14 of the Contracts;

15 (iii) the assignment of an interest to Death Row in the copyright in the Masters and Suge
16 Death Row alone was charged, from at least as early as 1993 and continuing to the present, with
17 administration, promotion and exploitation of all rights in the Masters including licensing thereof;

18 (iv) concomitantly, Death Row alone was charged with the obligations to receive royalties
19 remitted by licensees in respect of the Masters no less than twice per year, provide true and correct
20 accountings of remitted royalties to Creditor no less than twice per year, and pay over no less than
21 twice per year promptly to Creditor all royalties due Creditor in accordance with the provisions of
22 the Contracts.

23 18. In performing such duties, The Death Row Parties owed fiduciary duties to Creditor
24 including, *inter alia*, the duty of loyalty, the duty not to make secret profits, the duty of full
25 disclosure and the duties of fair and honest dealing.

26 19. Creditor is informed and believes, and on that basis alleges, that:

1 (i) contrary to and in violation of the Death Row Parties' fiduciary obligations
2 owed to Creditor;

3 (ii) The Death Row Parties' acted to conceal The Death Row Parties' receipt of
4 royalties from Creditor under the Contracts; and have intentionally failed and refused, and
5 continue to fail and refuse, to perform their obligations to Creditor under the Contracts by
6 failing, inter alia, to: pay royalties and provide accountings to Creditor as required by the
7 terms of the Contracts.

8 20. These failures cannot be deemed inadvertent because Creditor has notified the Death
9 Row Parties directly on a number of occasions of their breaches under the Contracts, all of which
10 notices have been ignored.

11 21. Between 1993 and to the present, Creditor has performed all conditions, covenants and
12 promises required to be performed by Creditor in accordance with the terms and conditions of the
13 Contracts.

14 22. As a consequence of the Death Row Parties continuing, multiple breaches of the
15 Contracts with Creditor, Creditor has been damaged in a sum according to proof to be presented at
16 the time of trial.

17 23. Creditor has no adequate remedy at law for the injuries currently being suffered and
18 which are threatened, in that the Contracts require the Death Row Parties to make accountings and
19 royalty payments to Creditor twice each year. Notwithstanding, the Death Row Parties have failed
20 and refused to render all such accountings including the accounting which The Death Row Parties
21 should have rendered to Creditor under the Contracts. Based on the Death Row Parties' uniform past
22 conduct of failing and refusing to perform their obligations and honor Creditor's rights under the
23 Contracts, Creditor is informed and believes, and on that basis alleges, that the Death Row Parties
24 will engage in a continuing succession of breaches of their obligations to account and pay over to
25 Creditor all future royalties to which Creditor will become entitled, necessitating the commencement
26 and prosecution of at least two lawsuits per year to require the Death Row Parties to perform their

1 obligations under the Contracts. So burdened by the need to pursue a multiplicity of actions,
2 Creditor lacks an adequate remedy at law. As such, and in addition to a determination of the
3 damages previously sustained, Creditor is entitled to the alternative remedy of an order directing The
4 Death Row Parties to specifically perform each and all of their obligations under the Contracts.

5 24. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. §
6 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

7 **SECOND CLAIM FOR RELIEF**

8 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C.
9 § 523(a) (6)/Accounting)

10 25. Creditor incorporates herein by reference the allegations of ¶¶ 1-15, above as set
11 though fully set forth herein.

12 26. Creditor has demanded an accounting by the Death Row Parties of the amounts they
13 received as a result of the exploitation of the Masters and Compositions and that the Death Row
14 Parties pay Creditor his share of all royalties realized pursuant to the terms of the Contracts or
15 otherwise. Notwithstanding, The Death Row Parties have failed and refused, and continue to fail
16 and refuse, to render such an accounting or to pay Creditor the sums due him.

17 27. The exact amount of royalties collected by the Death Row Parties in respect of
18 exploitation of the Masters and Composition is unknown to Creditor and can be determined only by
19 an accounting.

20 28. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. §
21 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

22 **THIRD CLAIM FOR RELIEF**

23 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C.
24 § 523(a) (6)/Intentional Misrepresentation)

25 29. Creditor incorporates herein by reference the allegations of ¶¶ 1-15, above as though
26 fully set forth herein.

1 30. From 1993 to present, in the County of Los Angeles, California, Suge falsely
2 represented to Creditor, among other things, that no monies were due him in respect of the
3 exploitation of his Masters and Compositions and/or that he would be accounted to in due course.

4 31. There misrepresentations were made with the intent to induce Creditor to forego his
5 claims.

6 32. These representations were in fact false and untrue and made with the intent to deceive
7 Creditor to forego taking any action to obtain monies to which he was entitled in respect of his
8 contributions to songs and masters.

9 33. Creditor, who is unsophisticated in record company business dealings, was unaware of
10 the falsity of these representations and relied to his detriment on these misrepresentations based upon
11 trust, upon a lack of understanding of how the accounting provisions operated, and based upon a
12 belief that the parties of the stature as the Death Row Parties had legitimate reasons for delay in
13 meeting their obligations.

14 34. Creditor was justified in his reliance upon Suge's representations who at the time took
15 Creditor under his wing and instilled his trust in Suge as a mentor and confidante.

16 35. Had Creditor known the actual truth of Suge's representations, Creditor would have
17 taken action to pursue his claims.

18 36. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. §
19 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

20
21 **FOURTH CLAIM FOR RELIEF**

22 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. §
23 523(a) (6)/Conversion)

24 37. Creditor incorporates herein by reference the allegations of ¶¶ 1-15, above as though
25 fully set forth herein.
26

1 38. Creditor is entitled to immediate possession of his personal property, i.e. the money
2 wrongfully withheld from Creditor consisting of royalties derived from the exploitation of the
3 Compositions and Masters by the Death Row Parties. Creditor has demanded the remission of their
4 personal property and the Death Row Parties have failed to comply.

5 39. The Death Row Parties exploitation of Creditor's property and rights has generated
6 millions of dollars which belonged to Creditor.

7 40. Despite Creditor's demands, the Death Row Parties has failed and refused and continue
8 to refuse to pay over to Creditor the proceeds of the exploitation of Creditor's Compositions and
9 Masters and have converted this balance to their own use.

10 41. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. §
11 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

12 **FIFTH CLAIM FOR RELIEF**

13 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. §
14 523(a) (6)/Unjust Enrichment)

15 42. Creditor incorporates herein by reference the allegations of ¶¶ 1-15, above as though
16 fully set forth herein.

17 43. By reason of the foregoing facts, the Death Row Parties have become unjustly enriched
18 at the expense of Creditor by failing to properly compensate Creditor while profiting from Creditor's
19 labor.

20 **SIXTH CLAIM FOR RELIEF**

21 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. §
22 523(a) (6)/For Breach of Fiduciary Duties)

23 44. Creditor incorporates herein by reference the allegations of ¶¶ 1-15 and 17-19, above as
24 though fully set forth herein.
25
26

1 45. The Death Row Parties owed and continue to owe fiduciary duties to Creditor a duty of
2 loyalty, the duty not to make secret profits, the duty of full disclosure, and the duties of fair and
3 honest dealing from 1993 to the present.

4 46. By virtue of the facts alleged above, including the trust and confidence reposed by
5 Creditor in the Death Row Parties, which trust and confidence were voluntarily accepted by the
6 Death Row Parties in their capacity as assignee(s) of rights in the Compositions and Masters under
7 the Contracts, The Death Row Parties owed Creditor the additional fiduciary duty not to abuse the
8 Death Row Parties' position as administrators charged with promotion and exploitation of all rights
9 in the Compositions and Masters, as well as with receipt of royalties and providing true and correct
10 accountings in respect thereof and payment over to Creditor of all royalties due Creditor under the
11 Contracts.

12 47. The Death Row Parties breached their fiduciary duties, as well as their fiduciary
13 obligations to Creditor under the Contracts, by, inter alia, engaging in the conduct described above,
14 and additionally by failing, inter alia, to pay royalties to Creditor;

15 (iii) provide accountings to Creditor as required by ¶ 9 thereof; and

16 48. As a proximate result of The Death Row Parties' breaches of their fiduciary duties,
17 Creditor has sustained damages in an amount according to proof, but not less than \$50,000.

18 The Death Row Parties' acts as alleged above were willful, wanton, malicious and
19 oppressive, were undertaken with the intent to defraud and justify an award of exemplary and
20 punitive damages.

21 49. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. §
22 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

23 **(SEVENTH CLAIM FOR RELIEF)**

24 (Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. §

25 **523(a) (6)/For Cancellation of the Contracts)**

1 50. Creditor incorporates herein by reference the allegations of ¶¶ 1-15 and 16-23, above as
2 though fully set forth herein.

3 51. At the time Creditor entered into the Contracts, Creditor reasonably believed that the
4 Death Row Parties, and each person or entity to which the rights thereunder might subsequently be
5 assigned or transferred, would faithfully perform his/her/its or their obligations thereunder. In that
6 regard, Creditor was mistaken, in that Creditor could not anticipate or conceive that the Death Row
7 Parties would fraudulently conceal their receipt and conversion of royalties in respect of the
8 exploitation of the Compositions and Masters due Creditor and, further, in that the Death Row
9 Parties would repeatedly fail and refuse, and continue to fail and refuse, to pay royalties due
10 thereunder and provide accountings to Creditor as required by thereunder.

11 52. By the filing of this action, Creditor hereby offers to restore to the Death Row Parties
12 everything of value (if anything) which the Creditor has received in connection with the underlying
13 transaction, less damages which Creditor has sustained.

14 53. Creditor labors under a reasonable apprehension that, if left outstanding, the Contracts
15 may cause serious, continuing injury to Creditor, in that the Death Row Parties will continue to fail
16 and refuse to account and pay over to Creditor all royalties to which Creditor is entitled thereunder,
17 and the only means by which Creditor can be assured that he will obtain any of such royalties in the
18 future will be to commence and prosecute to judgment a multiplicity of lawsuits against the Death
19 Row Parties. Further, because Creditor is informed and believes and thereon alleges that the
20 Contracts contains no provision providing for the prevailing party in any such action to recover
21 attorneys' fees, Creditor will -- to vindicate his rights to obtain royalties thereunder -- be required to
22 hire and compensate attorneys for professional services at his own, substantial expense in such
23 multiplicity of lawsuits. Such continuing serious injuries justify cancellation of the Contracts under
24 Civil Code § 3412.

54. The Death Row Parties' acts as alleged above were willful, wanton, malicious and oppressive, were undertaken with the intent to defraud and justify an award of exemplary and punitive damages.

55. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

EIGHTH CLAIM FOR RELIEF

(Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C.

§ 523(a) (6)/Constructive Trust)

56. Creditor realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 15, inclusive as though fully set forth herein.

57. Creditor is informed and believes that The Death Row Parties have generated and have in their possession an undetermined, yet substantial amount of money which they have collected due to the commercial success of Creditor's materials through sales, distribution, promotion, circulation, and other exploitation of Creditor's works.

58. As seen above, Creditor is entitled to his share of the proceeds from the Death Row Parties' exploitation thereof.

59. By reason of the manner in which the Death Row Parties have possessed the monies which they have collected due to the commercial success of Creditor's materials through sales, distribution, promotion, circulation and other exploitation of Creditor's Works, the Death Row Parties are involuntary trustees holding said monies in constructive trust for Creditor, with the duty to convey, transfer, and assign such monies to Creditor forthwith

60. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

NINTH CLAIM FOR RELIEF

(Determination that debt is Non-Dischargeable Pursuant to 11 U.S.C. § 523(a)(4); 11 U.S.C. § 523(a) (6)/Unauthorized Use of Name, Likeness and Image)

61. Creditor realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 15, inclusive as though fully set forth herein.

62. The use of Creditors' name, likeness or image in connection with the exploitation of records as aforesaid was made without Creditor's consent and in violation of California Civil Code Section 3344.

63. In so doing the acts herein alleged, the Death Row Parties have acted willfully and maliciously to injure Creditor and the property of Creditor. In doing the acts herein alleged, such parties further have acted with larceny, oppression, fraud, and malice, and Creditor is entitled to exemplary and punitive damages. Creditor is entitled to damages of no less than \$10,000,000 and according to proof.

64. Creditor is entitled to have its debt determined nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

PRAYER

WHEREFORE, Creditor prays for judgment against Defendants, and each of them, as follows:

With Respect to the First Claim for Relief:

- 1) On the First Claim for Relief, granting all money damages to Creditor for breach of contract under California law as authorized by law against the Death Row Parties;
- 2) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11 U.S.C. § 523(a)(2)(6).

With Respect to the Second Claim for Relief:

- 1) On the Second Claim for Relief, for an accounting between the Death Row Parties and Creditor and for payment to Creditor of the amounts due from each of the Death Row Parties.

1 2) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
2 U.S.C. § 523(a)(2)(6).

3 **With Respect to the Third Claim for Relief:**

4 1) On the Third Claim for Relief, granting all money damages for intentional misrepresentation
5 under California law as authorized by law against the Death Row Parties;

6 2) For exemplary and punitive damages to set example of the Death Row Parties
7 commensurate to their wealth.

8 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
9 U.S.C. § 523(a)(2)(6).

10 **With Respect to the Fourth Claim for Relief:**

11 1) On the Fourth Claim for Relief, granting Creditor the value of the property converted; and
12 enjoining the Death Row Parties to return to Creditor the property converted;

13 2) For exemplary and punitive damages to set example of the Death Row Parties commensurate
14 to their wealth.

15 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
16 U.S.C. § 523(a)(2)(6).

17 **With Respect to the Fifth Claim for Relief:**

18 1) On the Fifth Claim for Relief, granting plaintiff all money damages as authorized by law
19 against defendants for unjust enrichment;

20 2) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
21 U.S.C. § 523(a)(2)(6).

22 **With Respect to the Sixth Claim For Relief:**

23 1) On the Sixth Claim for Relief, granting Creditor all money damages as authorized by law
24 against the Death Row Parties for breach of fiduciary duty;

25 2) For exemplary and punitive damages to set example of the Death Row Parties commensurate to
26 their wealth.

1 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
2 U.S.C. § 523(a)(2)(6).

3 **With Respect to the Seventh Claim for Relief:**

4 1) On the Seventh Claim for Relief, for an order directing the Death Row Parties to deliver the
5 Contracts to the Clerk of the Court for cancellation pursuant to Civil Code § 3412;

6 2) For damages, in the event that Death Row Parties fail to surrender the Contracts for cancellation
7 pursuant to the judgment, in such amount as the Court determines to be just and proper.

8 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
9 U.S.C. § 523(a)(2)(6).

10 **With Respect to the Eighth Claim for Relief:**

11 1) On the Eighth Claim for Relief, for imposition of a constructive trust on the assets of the Death
12 Row Parties and each of them, jointly and severally, until such time as the Death Row Parties have
13 paid over to Creditor the amount due from the Death Row Parties a result of the accounting,
14 including prejudgment interest thereon;

15 2) For exemplary and punitive damages to set example of the Death Row Parties commensurate to
16 their wealth.

17 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
18 U.S.C. § 523(a)(2)(6).

19 **With Respect to the Ninth Claim For Relief:**

20 1) On the Ninth Claim for Relief, granting plaintiff all money damages as authorized by law against
21 defendants for the unauthorized use of Creditor's name likeness or image under California law;

22 2) For exemplary and punitive damages to set example of the Death Row Parties commensurate to
23 their wealth.

24 3) Determining that the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(4) and 11
25 U.S.C. § 523(a)(2)(6).

26 **With Respect to All Claims for Relief:**

1 1) That defendants and each of them pay to Plaintiff his costs of suit incurred herein, including
2 reasonable attorneys' fees.

3 2) That Plaintiff have such other and further relief as the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Creditor hereby demands trial by jury in this action.

6 Dated: December 18, 2006

7 LAW OFFICES OF BRET D. LEWIS

8
9 By: 

10 BRET D. LEWIS

11 Attorney for Creditor, Nathaniel D. Hale
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Bret D. Lewis (State Bar No. 166819) Santa Monica Wellesley Plaza 12304 Santa Monica Blvd.—3rd Floor Los Angeles, CA 90025 310-207-0696 310-362-8424 (Facsimile)		RECEIVED <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;"> DEC 20 2006 </div> <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</small>		FOR COURT USE ONLY	
Attorney for Plaintiff Nathaniel D. Hale p/k/a Nate Dogg		UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		CHAPTER <u>11</u>	
In re: Marion Knight, Jr., an individual				CASE NUMBER Bk. No. LA 06-11187- <u>EC</u>	
Debtor.				ADVERSARY NUMBER	
Nathaniel D. Hale p/k/a Nate Dogg		Plaintiff(s),		(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In) SUMMONS AND NOTICE OF STATUS CONFERENCE	
vs.		Defendant(s).			
Marion Knight, Jr., an individual; and Does 1-25					

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by _____, the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date:	Time:	Courtroom:	Floor:
<input type="checkbox"/> 255 East Temple Street, Los Angeles		<input type="checkbox"/> 411 West Fourth Street, Santa Ana	
<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills		<input type="checkbox"/> 1415 State Street, Santa Barbara	
<input type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: _____

JON D. CERETTO
Clerk of the Bankruptcy Court

By: _____
Deputy Clerk

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

In re Marion Knight, Jr., an individual	CHAPTER <u>11</u>
Debtor:	CASE NUMBER Bk. No. LA 06-11187-

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF _____

1. I am employed in the County of _____, State of California. I am over the age of 18 and not a party to the within action. My business address is as follows:

2. ☐ **Regular Mail Service:** On _____, I served the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, on the Defendant(s) at the following address(es) by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail at _____, California, addressed as set forth below.

3. ☐ **Personal Service:** On _____, personal service of the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, was made on the Defendant(s) at the address(es) set forth below.

4. Defendant(s) and address(es) upon which service was made:

☐ Names and Addresses continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated:

Type Name_____
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.