

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ALBANY

ALBANY BASKETBALL & SPORTS CORPORATION,

Plaintiff,

SUMMONS

-against-

Index No.
Date Purchased:
Plaintiff Designates Albany County
as the Place of Trial

MIGOS, MIGOS TOURING, INC.,
Quavious Keyate Marshall (Quavo),
Kirshnik Khari Ball (Takeoff), Kiari Kendrell Cephus
(Offset), and
JOHN DOES 1 through 5, whose names are presently
unknown, individually and/or as agents, servants,
and or employees of the musical group MIGOS.

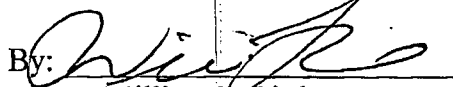
Defendants.

To the above-named Defendants:

You are hereby Summoned to answer the Complaint in this action, and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on plaintiff's attorney within twenty days after the service of this Summons, exclusive of the day of service (or within thirty days after the service is complete if this Summons is not personally delivered to you within the State of New York); and, in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: March 2, 2018

Law Office of Teresi & Little, PLLC

By: 
William T. Little
Attorney for the Plaintiff
21 Colvin Avenue
Albany, New York 12206
(518) 543-5291
(518) 543-5290 – FAX

TO: MIGOS TOURING, INC.
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

MIGOS
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

Quavious Keyate Marshall (Quavo)
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

Kirshnik Khari Ball (Takeoff)
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

Kiari Kendrell Cephus (Offset)
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

John Does 1 through 5
541 Tenth Street, NW Suite 365,
Atlanta, Georgia 30309.

**STATE OF NEW YORK
SUPREME COURT**

COUNTY OF ALBANY

ALBANY BASKETBALL & SPORTS CORPORATION,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index No.:

JURY TRIAL DEMANDED

MIGOS, MIGOS TOURING, INC., Quavious Keyate Marshall (Quavo),
Kirshnik Khari Ball (Takeoff), Kiari Kendrell Cephus (Offset),
and JOHN DOES 1 through 5, whose names are presently unknown,
individually and/or as agents, servants, and or employees
of the musical group MIGOS.

Defendants.

Plaintiff ALBANY BASKETBALL & SPORTS CORPORATION, by and through
its attorneys, THE LAW OFFICE OF TERESI & LTITLE, PLLC, respectfully submits
the following upon information and belief:

NATURE OF ACTION

1. This is a civil action brought to redress the negligence and outright
reckless and careless actions of the defendants on the evening of March 6, 2015 and/or
the early morning hours of March 7, 2015 when the defendants, negligently and without
any care, caused a riot at the concert held at the Albany Basketball & Sports

Corporation's complex (hereinafter "Washington Avenue Armory") located at 195 Washington Avenue, in the City of Albany, County of Albany, State of New York.

2. The actions of the defendants caused patrons to be stabbed, robbed, beaten, severely harmed, and injured as the defendants continued to incite a select group of individuals to continue the onslaught of attacks, assaults, and destruction of the premises.

3. Despite the severity of the incident the defendants were seen laughing and egging the crowd on as metal gates were ripped from the ground and thrown into the crowd.

4. Plaintiff brings this action to recover damages suffered as a result of the actions of the defendants including, property, personal, breach of contract, economic, loss of income, and loss of business and further damages to be determined.

PARTIES

5. At all times relevant Plaintiff, **ALBANY BASKETBALL & SPORTS CORPORATION**, was at all times relevant a Domestic Business Corporation with a principal place of business located at 195 Washington Avenue, in the City of Albany, County of Albany, State of New York and within the jurisdiction of the this court.

6. At all times relevant the defendant, **MIGOS**, was and is an American Rap group composed of three rappers, known by their stage names "Quavo", "Offset", and "Takeoff".

7. That upon information and belief, the defendant Quavious Keyate Marshall (Quavo) was at all times relevant a member of the rap group **MIGOS**.

8. That upon information and belief, the defendant Kirshnik Khari Ball (Takeoff) was at all times relevant a member of the rap group MIGOS.

9. That upon information and belief, the defendant Kiari Kendrell Cephus (Offset) was at all times relevant a member of the rap group MIGOS.

10. That upon information and belief, the defendants John Does "1" through "5" were at all times relevant agents, employees, and/or servants of the defendants **MIGOS** and **MIGOS TOURING, INC.** and were otherwise authorized to act on behalf of the defendants **MIGOS** and **MIGOS TOURING, INC.**

11. That upon information and belief, the defendant **MIGOS TOURING, INC.** is a foreign business corporation with a principal place of business located at 541 Tenth Street, NW Suite 365, Atlanta, Georgia.

FACTS

12. The plaintiff contracted with **MIGOS** and/or **MIGOS TOURING, INC.** to have the rap trio perform a concert at the Washington Avenue Armory on or about March 7, 2015.

13. That as part of the contract, the defendants agreed to engage in a meet and greet with fans prior to the concert wherein fans would have the opportunity to meet and take photographs with the defendants for an additional cost.

14. That the defendants agreed to appear for the meet and greet at the Washington Avenue Armory at or around 7:30 P.M.

15. That the plaintiff relied upon the defendants' representation and contract that the defendants would appear for the meet and greet and the plaintiff collected fees and charged numerous fans admission to attend the meet and greet.

16. That the defendants failed to show for the meet and greet and were approximately three (3) to four (4) hours late for the concert.

17. That upon information and belief, the plaintiff were obligated to reimburse the attendees who were charged for the meet and greet and the fans were extremely disappointed and angered by the defendants actions.

18. That the concert was to begin on or about 9:00 P.M. however, the defendants did not arrive until close to midnight.

19. That the plaintiff was required to improvise to calm tensions from an increasingly agitated crowd eager to see MIGOS perform.

20. That several times during the night, and prior to MIGOS' arrival, the plaintiff contemplated cancelling the concert as plaintiff was concerned that the defendants would not attend.

21. That the crowd became increasingly agitated as it appeared that the defendants may not attend and/or perform as agreed per the contract.

22. That after several hours the defendants finally appeared with an entourage that appeared intoxicated, wreaked of marijuana, and reportedly under the influence of other controlled substances.

23. That during the defendants' performance the defendants encouraged fans to fight, "give them hell" and kick ass.

24. That upon information and belief, members of MIGOS and/or their agents, servants, and employees were seen exiting the stage and attacking members of the crowd.

25. That rather than attempting to dissuade the crowd from fighting MIGOS and/or their agents, servants, and employees were heard encouraging, cheering, and inciting the patrons to fight.

26. That as a result of the defendants' actions a brawl erupted and numerous patrons were injured.

27. That as a result of the fight and subsequent negative media attention the plaintiff, lost its liquor license, was forced to cancel several shows and events, and sustained significant economic damages, loss of revenue and income.

28. Further the plaintiff sustained significant property damages, and incurred fees and expenses related to litigation and nuisance violations from the City of Albany.

29. That the plaintiff continues to experience loss of income and revenue directly related to the incident in March 2015.

30. MIGOS is a rap trio based in Atlanta, Georgia and acquired the group name "Migos" from association to the drug trade in Georgia where the term "Migos" is referred to as an abandoned house used for the production or consumption of drugs.

31. The rap group has gained a reputation for violence and criminal activity and acting in a manner similar to the March 2015 incident.

32. That on or about April 18, 2015, MIGOS were to perform at Georgia Southern University's spring concert.

33. Upon information and belief, the defendants arrived one and a half hours late, performed less than the agreed upon time, and were arrested on school grounds for possession of marijuana, possession of another controlled substance, possession of a firearm on school grounds, possession of a firearm by a convicted felon, and several additional felony and misdemeanor charges.

34. That upon information and belief on May 2, 2015, the defendant Offset, while in custody, was charged with battery and inciting a riot within a penal facility after attacking another inmate, causing that inmate severe injury.

35. That upon information and belief, on or about October 2014, the defendant Offset was recorded on video jumping off stage and "superman punching" a fan for no apparent reason causing a brawl.

36. That MIGOS can be found on YouTube, World Star, and various other social media outlets engaging in fights, inciting riots, and committing crimes.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS

37. Plaintiff repeats and realleges paragraphs "1" through "36" and incorporates the same herein by reference.

38. As set forth above in the description of events at the concert, the defendants MIGOS and defendants individually and as agents of the group MIGOS, were negligent in causing a riot.

39. That the defendants MIGOS, Quavious Keyate Marshall (Quavo), Kirshnik Khari Ball (Takeoff), Kiari Kendrell Cephus (Offset), and John Does 1 through 5, in their actions and/or omissions caused concert goers, supporters, and fans to engage in

physical violence, to create a public disturbance which by tumultuous and violent conduct created and caused grave danger of damage and injury.

40. As a result of the defendants actions several patrons were severely injured, property was damaged and the Plaintiff was damaged.

41. The defendants' speech, as set forth above, caused a riot with violence against the plaintiff and others, and does not constitute speech protected by the First Amendment to the United States Constitution or any analogous provision in the New York State Constitution.

42. As a result of the foregoing, Plaintiff was caused to suffer property, economic, and financial hardship and damages.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS
NEGLIGENCE/GROSS NEGLIGENCE AND RECKLESSNESS**

43. Plaintiff repeats and realleges paragraphs "1" through "42" and incorporates the same herein by reference.

44. That the defendants were negligent and breached this duty through their negligent, grossly negligent and/or reckless actions as set forth in the complaint.

45. That upon information and belief, the defendants were negligent wanton, reckless, and careless herein without any culpable conduct and or actions of the plaintiff.

46. That the defendants knew or should have known that by encouraging members of the audience to "get em", "give them hell", and other harmful words,

these individuals would physically attack and continue to attack other patrons at the facility.

47. In particular the rap group MIGOS can be heard negligently encouraging crowd members to fight and engage in violent and vicious behavior.

48. That the defendant was negligent, wanton, reckless, careless, and grossly negligent.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE
DEFENDANTS BREACH OF CONTRACT**

49. Plaintiff repeats and realleges paragraphs "1" through "48" and incorporates the same herein by reference.

50. That on or about January 7, 2015 the plaintiff and the defendants entered into the "Artist Engagement Agreement".

51. That at all times relevant, the plaintiff complied with all provisions of the contract.

52. That the defendants agreed to comply with the contract in good faith and not engage in any actions or behaviors that would be in violation of the contract.

53. That upon information and belief, the defendants breached the contract.

54. That as a result of the defendants breach of the contract the plaintiff sustained economic and property damages.

**AS AND FOR A FOURTH CAUSE OF ACTION
VICARIOUS LIABILITY**

55. Plaintiff repeat and realleges paragraphs "1" through "54" and incorporates the same herein by reference.

56. That at all times relevant to the claims set forth above, defendants Quavious Keyate Marshall (Quavo), Kirshnik Khari Ball (Takeoff), Kiari Kendrell Cephus (Offset), and JOHN DOES 1 through 5, whose names are presently unknown, were acting as agents, servants, and/or employees of the defendants MIGOS and MIGOS TOURING, INC.

57. That the defendants MIGOS and MIGOS TOURING, INC. are liable under a theory of respondeat superior or is otherwise vicariously liable for the actions and/or omissions of the defendants Quavious Keyate Marshall (Quavo), Kirshnik Khari Ball (Takeoff), Kiari Kendrell Cephus (Offset), themselves and their agents John Does 1 through 5 on the subject date.

58. That the defendants should have known based on prior actions of the defendants that when they screamed "give them hell" and other inciteful language it was reasonable to foresee that a riot would occur and cause injuries to patrons, economic damages, loss of income, revenue, and substantial costs.

AS AND FOR A FIFTH CAUSE OF ACTION FOR PUNITIVE DAMAGES

59. Plaintiff repeats and realleges paragraphs "1" through "58" and incorporates the same herein by reference.

60. Defendants' conduct as alleged herein was wanton, intentional, criminal, malicious, and in reckless disregard for the rights and safety of Plaintiff.

61. Defendants' conduct as alleged herein was of a highly immoral and debased character that reflects utter disregard for the laws, norms, and rules of society and the rights of the plaintiff in particular.

62. By reason of the foregoing, defendant is liable to Plaintiff for punitive damages in an amount to be determined at trial.

AS AND FOR A SIXTH CAUSE OF ACTION NEGLIGENT SUPERVISION

63. Plaintiff repeats and realleges paragraphs "1" through "62" and incorporates the same herein by reference.

64. The above-described acts were due to the negligence, recklessness, and/or carelessness of defendant, MIGOS TOURING, INC., in failing to supervise its agents, servants, and/or employees, who were placed in their charge.

65. As a result of defendants MIGOS TOURING, INC.'s failure to fulfill its obligation to supervise its agents, servants, and/or employees, all of whom were placed in their charge, the plaintiff sustained damages.

66. The damages sustained by the plaintiff as a result of the negligence, recklessness, and/or carelessness of defendant MIGOS TOURING, INC., were foreseeable and MIGOS TOURING, INC., its agents, servants, and/or employees knew or should have known of the risks given the defendants' prior actions.

AS AND FOUR A SEVENTH CAUSE OF ACTION NEGLIGENT SUPERVISION OF EMPLOYEES

67. Plaintiff repeats and realleges paragraphs "1" through "66" and incorporates the same herein by reference.

68. Defendants, its agents, servants, and/or employees were reckless, careless, and negligent in their supervision of those employees, servants, and/or agents in that its agents, servants, and/or employees lacked the experience, knowledge, and ability to

be employed by defendants and in that defendants failed to exercise due care in supervising its employees.

69. The above-described occurrences, including the resulting riot were caused by reason of the negligent supervision by defendants, of their agents, servants, and/or employees.

70. Due to the negligent supervision on the part of defendants, its agents, servants, and/or employees, the plaintiff sustained damages.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

- a) As and for the causes of action enumerated above, Plaintiff demands judgment against the Defendants in an amount to be determined by a jury, plus interest;
- b) Together with punitive and exemplary damages in an amount to be determined at trial;
- c) Costs, disbursements and attorney's fees; and
- d) Such other and further relief as this Court may deem just and proper.

Dated: March 2, 2018

LAW OFFICE OF TERESI & LITTLE, PLLC.

By: 

WILLIAM T. LITTLE, Esq.

Attorneys for plaintiffs

21 Colvin Avenue

Albany, New York 12206

Telephone No.: (518) 543-5291

Fax No.: (518) 543-5290

VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

MICHAEL CORTS being duly sworn, deposes and says under the penalties of perjury:

Deponent has read the foregoing **VERIFIED COMPLAINT** and knows the contents thereof; the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief; and that as to those matters, deponent believes it to be true.


Michael Cortis

Sworn to before me this
4 day of March, 2018


NOTARY PUBLIC
STATE OF NEW YORK

William Little
Notary Public State of New York
NO. 02L16283749
Qualified in Albany County Commission
Expires 6/17/2020