

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
CHARLES BONFANTE III a/k/a "CHUCK"
BONFANTE,

Plaintiff, Index No.

- against -

**VERIFIED
COMPLAINT**

RICHARD NEVONE a/k/a "RIK" NEVONE,
COLLETTE MCLAFFERTY, and JOHN RODRIGUEZ,

Defendants.

-----X

Plaintiff, CHARLES BONFANTE III, a/k/a "CHUCK" BONFANTE by
its attorneys, The Law Offices of CHARLES BONFANTE III &
Associates, as and for its Complaint, respectfully alleges as
follows:

THE PARTIES

1. At all times hereinafter mentioned, that at all times
herein mention, Plaintiff Charles Bonfante III a/k/a "CHUCK"
BONFANTE (hereinafter "BONFANTE") was a resident of the State of
New York.

2. Upon information and belief, at all times relevant
hereto, Defendant Richard Nevone, a/k/a "Rik" Nevone,
hereinafter "NEVONE") was a resident of the County of Suffolk,
State of New York.

3. Upon information and belief, at all times relevant
hereto, Defendant Collette McLafferty (hereinafter "MCLAFFERTY")
was a resident of the State of New York.

4. Upon information and belief, at all times relevant hereto, Defendant John Rodriguez (hereinafter "RODRIGUEZ") was a resident of the State of New York.

JURISDICTION AND VENUE

5. This Court has jurisdiction pursuant to the Civil Practice Law and Rules ("CPLR") §302, due to the fact that at all times herein mentioned, Defendant NEVONE is a natural person domiciled in the State of New York.

6. Venue is proper in this County pursuant to CPLR §507, by reason of the fact that at the time of the transaction(s) and occurrence(s) giving rise to the causes of action herein contained, Defendant NEVONE resided within the County of Suffolk.

FACTUAL BACKGROUND COMMON TO ALL CAUSES OF ACTION

7. That at all times hereinafter mentioned, Plaintiff BONFANTE was and still is engaged as an Attorney and Counselor at Law in the County of Suffolk, State of New York.

8. That Plaintiff BONFANTE has conducted his practice and trade in and about Suffolk and Nassau Counties, State of New York, and adjoining counties, for many years prior to the transaction(s) and occurrence(s) giving rise to the causes of action herein contained.

9. That sometime in late 2004, Plaintiff BONFANTE and

Defendant NEVONE were introduced by NEVONE's then partner who was an acquaintance of Plaintiff BONFANTE.

10. That at the time of said introduction, NEVONE and his partner were in need of an attorney to assist them in collecting unpaid invoice(s) from a contractor to whom NEVONE and his then partner had furnished labor, materials and/or supplies.

11. That at the time of said introduction, NEVONE and his partner were in need of an attorney to file a mechanic's lien against real property owned by such contractor to whom NEVONE and his then partner had furnished labor, materials and/or supplies.

12. That Plaintiff BONFANTE attained a successful outcome for Defendant NEVONE and his then partner. At all times since, Plaintiff BONFANTE attained such successful outcome for Defendant NEVONE and his then partner, Plaintiff BONFANTE has been the attorney for Defendant NEVONE having represented NEVONE on numerous separate and distinct legal matters, both criminal and civil.

13. That during the past ten (10) years Plaintiff BONFANTE has done a myriad of legal work and furnished countless hours of legal services to Defendant NEVONE, as well as many other individuals referred by NEVONE.

14. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and

the level of service and professionalism provided by Plaintiff, that he routinely recommended Plaintiff BONFANTE as an attorney to many friends, acquaintances, business associates and family members in need of quality legal representation.

15. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that he volunteered to assist Plaintiff BONFANTE in Plaintiff BONFANTE's various marketing endeavors to help spread the word about Plaintiff BONFANTE in an attempt to enable Plaintiff BONFANTE to attract more clients and assist more people in need of competent legal representation.

16. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that on many occasions he routinely sought legal, business and personal advice of Plaintiff BONFANTE.

17. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that he volunteered to appear in a television commercial produced for the sole express purpose of marketing Plaintiff BONFANTE's practice and to further spread the word

about Plaintiff BONFANTE's skills, in an attempt to enable Plaintiff BONFANTE to attract more clients, and expand BONFANTE's client base in order to assist more people in need of competent legal representation.

18. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that in more recent years, NEVONE volunteered to take care of Plaintiff BONFANTE's computers and serve as the "go to" computer "I-T" technician for Plaintiff BONFANTE.

19. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that Defendant NEVONE volunteered to scribe a glowing testimonial which has been prominently displayed on several websites designed and built for the express purpose of advancing the legal career of Plaintiff BONFANTE.

20. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that Defendant NEVONE volunteered to scribe a glowing testimonial which has been prominently displayed on several websites designed and built for the express purpose of marketing

and expanding the law practice owned and operated by Plaintiff BONFANTE.

21. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that he volunteered to scribe a glowing testimonial which from time to time, has been prominently displayed on the popular social media platform commonly known as referred to as FACEBOOK (hereinafter "FACEBOOK").

22. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE that NEVONE publicly posted statements on FACEBOOK, referring to BONFANTE as his *"mentor"*.

23. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that he publicly posted statements on FACEBOOK, saying that NEVONE had *"dedicated so much of his life and work to [BONFANTE]"*.

24. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff

BONFANTE, that NEVONE would frequently seek the advice and counsel of BONFANTE concerning the litany of personal problems that routinely seemed to plague NEVONE.

25. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that NEVONE would frequently seek the advice and counsel of BONFANTE concerning numerous failed romantic relationships that routinely seemed to plague NEVONE.

26. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that NEVONE would frequently seek the advice and counsel of BONFANTE concerning numerous failed inter-personal relationships that routinely seemed to plague NEVONE.

27. That, over the past ten (10) years, Defendant NEVONE has been so satisfied and impressed with BONFANTE's ability and the level of service and professionalism provided by Plaintiff BONFANTE, that NEVONE would frequently seek the advice and counsel of BONFANTE concerning numerous acrimonious firings, and/or employment termination from various positions that NEVONE was unable to keep for any appreciable length of time.

28. That prior to becoming an attorney and counselor at

law, Plaintiff BONFANTE had been a successful professional drummer.

29. That throughout the eighties and early nineties, Plaintiff BONFANTE had been an integral part of several popular musical groups that were regulars on Long Island's bar circuit.

30. That in 1985, Plaintiff BONFANTE was invited to go on tour with CBS Records recording artist, Michael Bolton, as the drummer in Bolton's live band, in support of Mr. Bolton's then current record, which had been released on, and was being promoted by CBS Records.

31. That, at some time in the mid eighties, Defendant NEVONE desired to become the bass player of one of the many popular Long Island bands in which Plaintiff BONFANTE had been the drummer.

32. That, at some time in the mid eighties, Defendant NEVONE, through his "gift of gab", and despite limited ability and musicianship, managed to wangle an audition for such band when the band's original member departed, leaving the bass player position vacant.

33. That despite Defendant NEVONE's "talking the talk", and otherwise representing and holding himself out as being competent, he was forthwith rebuffed and rejected by the band leader and person in charge of hiring and firing decisions.

34. That, upon information and belief, such decision was due to NEVONE's sub-standard level of proficiency as a bass player and overall mediocre musical acumen.

35. That, during the late eighties and early nineties, Plaintiff BONFANTE had been a part of the band known as "SARAYA" that was signed to a recording contract with POLYDOR/POLYGRAM records.

36. That such band released two (2) albums and Compact Discs ("CDs") on the "POLYDOR" label for POLYGRAM records (hereinafter the "RECORD LABEL").

37. That SARAYA scored two (2) hit singles, both of which received extensive radio airplay on both rock and pop formatted radio stations in cities throughout the United States, as well as abroad.

38. That during BONFANTE's tenure with this SARAYA, the band sold over two hundred thousand (200,000) units.

39. That each single released by SARAYA attained a respectable chart position on Billboard Magazine's Album Oriented Rock ("AOR") chart.

40. That each single released by SARAYA maintained said chart position on Billboard Magazine's AOR chart for months at a time.

41. That each single released by SARAYA earned the coveted

distinction, commonly known in the parlance of the radio and recording industries, as having a "bullet" for months at a time.

42. That such coveted distinction known as a "bullet", indicated to industry insiders in the know, that such song's chart position was on an upward trajectory and that in all likelihood, the song's chart position in following week(s) could reasonably be anticipated to be even higher than the current week's position which bore such coveted distinction commonly known and referred to as a "bullet".

43. That the RECORD LABEL had produced and marketed a video for each of the band's two (2) hit singles, both of which received regular air time, known as "rotation" on the music television channel known and referred to as "MTV".

44. That the RECORD LABEL poured hundreds of thousands of dollars into promotion, marketing and tour support for SARAYA.

45. That SARAYA had been managed by the same management company the managed Metallica, Queensryche, Def Leppard and Tesla, among many other world class acts at the time.

46. That in the fall of 1989 and continuing into early 1990, SARAYA secured the coveted opening spot touring with "Bad English", an act that recently released its hugely successful debut album on CBS Records' "Epic" label, and boasted founding members of the group "Journey", as well as John Waite, the

superstar solo artist, and former lead singer and front man of the U.K. sensation, "The Babys".

47. That, during the eighties and early nineties, Plaintiff BONFANTE had played on many recordings, and toured extensively throughout the U.S., Canada and the U.K.

48. That during the eighties and early nineties, Plaintiff BONFANTE maintained a successful teaching practice, offering private lessons to aspiring drummers desirous of private drum instruction from an industry professional.

49. That during the eighties and early nineties, Plaintiff BONFANTE was routinely sought out by aspiring drummers desirous of private drum instruction from an industry professional.

50. That during the late eighties and early nineties, Plaintiff BONFANTE had obtained product endorsements with several of the world's largest drum and percussion equipment manufacturers, including: PEARL Drums, PAISTE Cymbals, VIC FIRTH Drumsticks, RHYTHM-TECH Accessories, ROC-N-SOC Custom Thrones, and REAL-FEEL practice pads.

51. That during the late eighties and early nineties, Plaintiff BONFANTE appeared on numerous occasions as a clinician, lecturing and performing to hoards of aspiring drummers on behalf of PEARL Drums.

52. That during the late eighties and early nineties,

Plaintiff BONFANTE had been sought after and invited to play with the finest singers and musicians from the Long Island and New York metropolitan area music scene.

53. That during the late eighties and early nineties, Plaintiff BONFANTE was hired to play on recordings as a session drummer with some of the finest musicians and producers in the industry.

54. That during the late eighties and early nineties, Plaintiff BONFANTE was regularly accustomed to, and considered to be in his element rehearsing, recording, touring, performing and spending time with musicians, singers, producers and engineers, considered to be among the finest in the industry at the time.

55. That during the late eighties and early nineties, Plaintiff BONFANTE could regularly be seen in the professional company musicians, singers, producers and engineers, considered to be among the finest in the industry at the time.

56. That the musicians, singers, producers and engineers that Plaintiff BONFANTE was regularly accustomed to rehearsing, performing, recording, touring, and spending time with (for all intents and purposes BONFANTE's "peers" and/or "colleagues"), have amassed the credit(s) of working with Alice Cooper, Billy Joel, Kiss, Transiberian Orchestra, Ted Nugent, Dream Theater,

Meatloaf, Queen, Blue Oyster Cult, Michael Bolton, Cher, Miranda Lambert, Enrique Iglesias, Rihanna, TNT, Taylor Dayne, Foreigner, Rainbow, and Dee Snider of Twisted Sister.

57. That during the late eighties and early nineties, Plaintiff BONFANTE played on several major label recordings supervised and overseen by recording engineers and producers that have among their credits: Rush, The Indigo Girls, Kansas, Georgia Satellites, Cher, Alice Cooper and Queensryche.

58. That during the early nineties, Plaintiff BONFANTE was recruited to write songs, arrange material and eventually help produce "demo" recordings for a then fledgling band from Long Island whose founding members and chief songwriter would go on to achieve critical and commercial acclaim, and score a multi-platinum album and chart-topping hit single, as the musical group known as "NINE-DAYS".

59. That during the early nineties, Plaintiff BONFANTE became an internationally published song writer.

60. That, upon information and belief, the only professional musical project that Defendant NEVONE was ever involved in was a mediocre local bar band, that had its limited "hey-day" over thirty (30) years ago.

61. That upon information and belief, such band was made up of musicians, none of whom, including Defendant NEVONE, ever

accomplished anything noteworthy in the music industry.

62. That upon information and belief, Defendant RODRIGUEZ had, at some time in the past, been a member of such band at the same time as NEVONE.

63. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, Defendant NEVONE seemed enamored with the fact that BONFANTE had attained a level in the music business of which Defendant NEVONE could only fantasize.

64. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, Defendant NEVONE repeatedly expressed envy, frustration and bitterness over that fact that Plaintiff BONFANTE had gotten to make records, tour and appear in videos that had been aired on MTV, as well as the fact that Plaintiff BONFANTE worked with so many top level musicians, singers, engineers and producers, who NEVONE would often lament, "*never gave him the time of day...*".

65. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, NEVONE constantly tried to coerce Plaintiff BONFANTE to become involved in various musical endeavors with NEVONE.

66. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, NEVONE

expressed envy, frustration and bitterness over the fact that Plaintiff BONFANTE had gotten the opportunity to realize his aspirations and attain such a high level in the music business, prior to becoming a lawyer.

67. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, NEVONE was constantly seeking approval from BONFANTE.

68. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, Defendant NEVONE was seemed to constantly be campaigning for BONFANTE's approval.

69. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE had been acquaintances, NEVONE seemed to forever be trying to impress BONFANTE on one level or another, to no avail.

70. That during the entire ten (10) years that Plaintiff BONFANTE and Defendant NEVONE, had been acquaintances, Defendant NEVONE, expressed envy, frustration and bitterness over the fact that Plaintiff BONFANTE had gotten the opportunity to play with some the greatest and most sought after bass players in the music industry, including, *inter alia*:

Victor Bailey (Madonna), Barry Dunaway (.38 Special), Danny Miranda (Queen, Meatloaf, Blue Oyster Cult), Teddy Cooke (Great White), Greg Smith (Ted Nugent, Broadway smash "Moving Out"), Dave Santos (Billy Joel), Freddy Villano

(Quiet Riot, Dee Snider's Widowmaker), Tommy Hendrikson (Alice Cooper), Bruno Ravel (Danger Danger), Kenny Aaronson (Joan Jett, Bob Dylan, Billy Squier, Brian Setzer) as well as Long Island greats: Randy Coven, Rob Demartino and Craig Cohen.

71. That despite their personal relationship, at no time did Plaintiff BONFANTE have any interest whatsoever in participating in any musical project that Defendant NEVONE would be a part of, and repeatedly rebuffed NEVONE's numerous advances to collaborate over the years.

72. That unbeknownst to Defendant NEVONE, in or around the summer of 2012, Plaintiff BONFANTE saw a live concert performance by the artist commonly known and referred to as "Pink", (hereinafter referred to as "PINK") which such broadcast was called "FUNHOUSE TOUR - LIVE IN AUSTRALIA" on the popular "Paladia" channel.

73. That such broadcast was taken from PINK's hugely successful tour of Australia in support of her then most current release called "FUNHOUSE".

74. After seeing the concert footage, BONFANTE instantly became a fan. BONFANTE went out the next day and purchased the DVD of PINK's "FUNHOUSE TOUR - LIVE IN AUSTRALIA", along with any of the artist's audio recordings he was able to find.

75. Immediately after seeing the concert footage, BONFANTE also visited the APPLE "istore" page on the popular website

known as "itunes" and purchased several PINK songs.

76. Shortly thereafter, BONFANTE formed the idea and plan to start a tribute band, based around the music and theatrics of the popular artist known as "PINK".

77. That for many months thereafter, Plaintiff BONFANTE made the conscious decision to keep the idea to himself, and did not share the idea with anyone, including his own family and closest and most trusted friends and confidants.

78. Plaintiff BONFANTE specifically took extra pains to avoid the topic of the concept and plan for BONFANTE's musical pet project with NEVONE.

79. That sometime in the winter of 2012/13, Defendant NEVONE continued to try and convince Plaintiff BONFANTE to lower his standards and join and/or start a band with Defendant NEVONE.

80. That up to such point, Plaintiff BONFANTE made it clear that despite their friendship, BONFANTE had no interest in playing in any musical setting that would involve NEVONE, and that as musicians were concerned, the standards that Plaintiff BONFANTE had been privileged to become accustomed to, were quite simply light years above the level of Defendant NEVONE.

81. That from the fall of 2012, through the summer of 2013, Defendant NEVONE, who was not gainfully employed and would

often fritter away his days wandering aimlessly, was known to regularly show up unannounced at the law office of Plaintiff BONFANTE, often two to three times per week. These repeated "pop-ins" at the law office of Plaintiff BONFANTE would routinely last for several hours at a time.

82. That despite the fact that Plaintiff BONFANTE had no interest in discussing music with Defendant NEVONE and put no stock in NEVONE's opinion where music was concerned, Defendant NEVONE would routinely insist on sharing his long winded diatribes and obnoxious war stories about the seemingly endless list of amateurish musical excursions to which Defendant NEVONE constantly aspired, albeit unsuccessfully.

83. That on several occasions during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE tried again, to no avail, to start his own band.

84. That in the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, NEVONE auditioned for various different musical projects.

85. On numerous occasions after Defendant NEVONE had auditioned for some new project, Defendant NEVONE told Plaintiff BONFANTE that he was passed over for a superior candidate, with more practical experience.

86. In the alternative, in the rare instance that

Defendant NEVONE was invited to join, each such situation invariably became so short lived, that the band never enjoyed even a single live performance.

87. That upon information and belief, in the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE has never done a single live performance.

88. That in the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly expressed frustration over the fact that Defendant NEVONE was never asked to join a single band for which he tried out.

89. That in the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE also repeatedly tried to start several bands of his own, all to no avail.

90. That in the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly complained to Plaintiff BONFANTE that each time he tried to form a band, he was met with resistance and felt frustrated that the other people involved *"did not show him any respect as an artist, band leader or bass player"*. At no time did this surprise Plaintiff BONFANTE.

91. That during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly spoke of Defendant MCLAFFERTY, a struggling singer from New York City

that Defendant NEVONE said was trying - unsuccessfully - to secure a recording contract with her musical group known as "Edible Red".

92. That during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly spoke about Defendant MCLAFFERTY and her band known as "Edible Red" in glowing terms, and bragged that he and Defendant MCLAFFERTY were good friends.

93. That during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly spoke of his desire to join Defendant MCLAFFERTY's band, known as "Edible Red".

94. On several occasions NEVONE told BONFANTE that: *"the bass player spot may soon be opening up, and when it does, she [MCLAFFERTY] wants me to be the new guy in her band..."*.

95. That upon information and belief, Defendant NEVONE had, on at least one occasion, planned and prepared to audition for Defendant MCLAFFERTY's band known as "Edible Red", again, to no avail.

96. That during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE repeatedly had a litany of excuses for why he could never make anything stick, musically speaking.

97. That in the winter of 2012/2013, when Defendant NEVONE was at the law office of Plaintiff BONFANTE, Defendant NEVONE again tried to convince Plaintiff BONFANTE to reconsider and start a band with Defendant NEVONE.

98. That during the ten (10) years that Plaintiff BONFANTE knew Defendant NEVONE, Defendant NEVONE was aware of Plaintiff BONFANTE's history as a successful drummer.

99. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, that Plaintiff BONFANTE had a strong desire to begin to play the drums again after his nearly ten (10) year hiatus.

100. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, the fact that Plaintiff BONFANTE had actually begun to shop for new percussion equipment.

101. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, that Plaintiff BONFANTE was in the market for a new drum set and assorted accessories, and had in fact, begun to research current equipment options available.

102. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, the fact that Plaintiff BONFANTE had the strong desire

to join a really great band.

103. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, the fact that although Plaintiff BONFANTE such strong desire to join a band, Plaintiff BONFANTE would not compromise his standards or settle, and join any band that wasn't "*something really special...*".

104. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, in the alternative, and in the event that Plaintiff BONFANTE could not find a really great band to looking for a drummer, Plaintiff BONFANTE had seriously considered forming his own band.

105. That over several months prior, Plaintiff BONFANTE had repeatedly, and on numerous occasions, confided in Defendant NEVONE, the fact that Plaintiff BONFANTE had the itch to once again perform in front of a live audience.

106. That during such conversation, Plaintiff BONFANTE confided in Defendant NEVONE that Plaintiff BONFANTE desired to start something of his own, and "*to finally be the captain of his own ship...*".

107. That during such conversation, Defendant NEVONE emphatically volunteered, "*the one thing I'd never do, is play*

in a band with a girl, that's for sure...".

108. That at such time, Plaintiff BONFANTE responded by sharing with Defendant NEVONE the fact that Plaintiff BONFANTE planned to start a cover band based on the music and theatrics of the artist commonly known as "PINK".

109. That Plaintiff BONFANTE then mentioned to Defendant NEVONE that he planned to start the project sometime in the coming year after Plaintiff BONFANTE had his shoulder surgically repaired.

110. That at such time, and in direct response to Plaintiff BONFANTE's private, confidential revelation about his idea to start such PINK tribute band, Defendant NEVONE responded that he was surprised, and admitted that he was completely unfamiliar with PINK as an artist. Defendant NEVONE further stated that he knew literally none of PINK's material nor had Defendant NEVONE ever seen any concert videos depicting the artist's legendary live performances.

111. That at such time, and in further direct response to Plaintiff BONFANTE's revelation about his idea to start a PINK tribute band, Defendant NEVONE further volunteered: *"I'm not familiar with her at all, other than maybe a song or two that I've heard on the radio over the years... I've never really heard any of her music..."*.

112. That at such time, and in further direct response to Plaintiff BONFANTE's revelation about his idea to start a PINK tribute band, Defendant NEVONE further volunteered: *"Pink... really? That's funny I would have never pictured you as someone that likes that kind of pop garbage..."*.

113. That at such time, Plaintiff BONFANTE also shared with Defendant NEVONE his vision for the PINK tribute band, as well as the meticulous game plan that Plaintiff BONFANTE had formulated, the types of venues that the act would perform, players that Plaintiff BONFANTE had in mind for the band, the agent that Plaintiff BONFANTE wanted to book the band, Plaintiff BONFANTE's marketing plan, as well as the fact that Plaintiff BONFANTE was planning on financing the formation of the band, the cost of rehearsal studio time, and the stage production with his own money, derived from Plaintiff BONFANTE's successful law practice.

114. That at such time, Plaintiff BONFANTE also shared with Defendant NEVONE several ideas that Plaintiff BONFANTE had planned to use for the name of the band.

115. That while Plaintiff BONFANTE enumerated a laundry list of potential names for BONFANTE's band, he told Defendant NEVONE that he was particularly fond of the names "FUNHOUSE" and "RESERVOIR DOGS", above all others.

116. That Defendant NEVONE, then so unfamiliar with PINK and her musical body of work, admitted to Plaintiff BONFANTE that he was completely clueless as to the significance of either of these two (2) choice names, or their relevance to PINK, her material, and/or her career.

117. That, in such conversation, Plaintiff BONFANTE once again, took the time to explain to Defendant NEVONE why each of his two favorite candidates for band names had a nexus to the music, artistry and career of the brilliant artist and superstar, PINK.

118. That over the next several days, Plaintiff BONFANTE brought all his PINK CD's, as well as his "FUNHOUSE TOUR - LIVE IN AUSTRALIA" DVD, to his office and lent them to Defendant NEVONE when Defendant NEVONE stopped in for one of his typical and frequent "pop-ins".

119. That, after hearing Plaintiff BONFANTE's concept, and intentions for the formation and eventual launching of Plaintiff BONFANTE's band, and in direct response to Plaintiff BONFANTE's revelation about his idea to start a PINK tribute band, Defendant NEVONE stood up, and emphatically blurted out: "Come on dude...*let's do this together, you & I....you've got me, I'm all in...*".

120. That Defendant NEVONE stood up, and emphatically

blurted out: "Come on dude...let's do this together, you & I....you've got me, I'm all in..." despite the fact that Plaintiff BONFANTE had not invited Defendant NEVONE to be a part of Plaintiff BONFANTE's pet project.

121. That at the time that Defendant NEVONE stood up, and made such declaration, Plaintiff BONFANTE had no intention of including Defendant NEVONE, who Plaintiff BONFANTE thought to be an amateur, as part of the band that Plaintiff BONFANTE planned to form and otherwise launch.

122. That at the time that Plaintiff BONFANTE made the mistake of sharing his plan with Defendant NEVONE, Defendant NEVONE knew that Plaintiff BONFANTE had shoulder surgery scheduled for the coming spring, specifically May 9, 2013.

123. That, over the next several weeks, Defendant NEVONE was unrelenting in his attempts to convince Plaintiff BONFANTE to allow Defendant NEVONE to participate in Plaintiff BONFANTE's project.

124. That, over the next several weeks, Defendant NEVONE repeatedly, and frequently sent a myriad of text messages, emails, and private "inbox" messages via FACEBOOK to Plaintiff BONFANTE, all but begging Plaintiff BONFANTE to "*give [NEVONE] a chance..*".

125. That, over the next several weeks, Defendant NEVONE

repeatedly cajoled Plaintiff BONFANTE while the two were guests at a weekly poker tournament hosted by a mutual acquaintance, to allow Defendant NEVONE to *"come along for the ride..."*, constantly assuring Plaintiff BONFANTE, *inter alia*, *"you won't regret it...[and]...once you play with me, you'll forget every other bass player you've ever played with..."*.

126. That, over the next several weeks, Defendant NEVONE repeatedly took out his phone and subjected Plaintiff BONFANTE and other guests at such weekly poker tournament to pictures of Defendant NEVONE on stage, some thirty years earlier, in some pathetic attempt to relive his *"fifteen minutes of fame"*, in his local bar band, that achieved nothing of note.

127. That finally, feeling sorry for Defendant NEVONE, Plaintiff BONFANTE acquiesced, accepting Defendant NEVONE's offer to be a part of the project from its inception, and to help Plaintiff BONFANTE with the litany of tasks that would be required to bring make Plaintiff BONFANTE's dream a reality.

128. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"this band means so much to me, on so many levels..."*.

129. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and

meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"every army needs a general...and you are a natural born leader...."*.

130. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"when we get into rehearsals, it has to be your way or the highway..."*.

131. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"I'm glad you are the one piloting this ship...there is no way this can fail with someone like you at the helm..."*.

132. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"I'm your wingman..."*.

133. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"It's going to be an honor and a privilege to be your second in command..."*.

134. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"I can't wait to be your co-pilot..."*.

135. That during one specific conversation in Plaintiff BONFANTE's office, Plaintiff BONFANTE shared his plan with Defendant NEVONE for how the act could usurp the market share of many other bands struggling to compete for the same pool of potential audience members, and limited disposable income.

136. That during such conversation in Plaintiff BONFANTE's office, Plaintiff BONFANTE shared his vision with Defendant NEVONE for how Plaintiff BONFANTE planned to literally make each engagement an "event" and provide the potential for extremely high revenues for Plaintiff BONFANTE, Defendant NEVONE and the other members that would later join the fray.

137. That during such conversation in Plaintiff BONFANTE's office, after Plaintiff BONFANTE laid out his methodical plan of action with Defendant NEVONE, Defendant NEVONE replied: *"holy shit, that's brilliant...you're the smartest mother fucker I've ever met..."*.

138. When Plaintiff BONFANTE responded: *"I'm not smarter than anyone else out there, maybe just a bit more focused..."*, Defendant NEVONE responded: *"dude, don't fucking kid yourself*

...you're smarter than everyone out there...".

139. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"Dude...I fucking love it....while everyone else is playing checkers, you're playing chess..."*.

140. That over the coming months, during many meetings in Plaintiff BONFANTE's office, phone conversations, card games and meals together, Defendant NEVONE would repeatedly tell Plaintiff BONFANTE: *"whatever you need me to do for this band, I'm all-in....just command me, creature lives to serve..."*.

141. That at all times herein mentioned Plaintiff BONFANTE and Defendant NEVONE had a legally binding contract (hereinafter the "CONTRACT").

142. That under the terms of such CONTRACT, Plaintiff BONFANTE agreed to allow Defendant NEVONE to participate in BONFANTE's vision for his PINK Tribute band, and share equally in the eventual profits, in consideration for Defendant NEVONE performing certain tasks necessary to the project's formation and eventual un-veiling.

143. That, in consideration for allowing a sub-standard and inferior musician and bass player such as Defendant NEVONE to be part of Plaintiff BONFANTE's band, Defendant NEVONE expressly

agreed, *inter alia*, to research the technology necessary for the multi-media stage presentation Plaintiff BONFANTE had planned to accompany the band's performance.

144. That, in consideration for allowing a sub-standard and inferior musician and bass player such as Defendant NEVONE to be part of Plaintiff BONFANTE's band, Defendant NEVONE agreed, *inter alia*, to draft various want-ads, so that the partners could begin to line up prospective musicians and vocalists to hold auditions once Plaintiff BONFANTE's shoulder was healed.

145. That at the time Plaintiff BONFANTE and Defendant NEVONE were drafting their plan to form and launch their PINK tribute band, Plaintiff BONFANTE, vis-a-vis his law practice, was representing the founding members of another Long Island tribute band with regards to a management contract.

146. That, when Plaintiff BONFANTE told Defendant NEVONE about his representation of this other Long Island tribute band and their use of technology, similar to what Plaintiff BONFANTE and Defendant NEVONE contemplated employing in their live future live shows, Plaintiff BONFANTE suggested that Defendant NEVONE be present when Plaintiff BONFANTE met with these clients, so that the he and Defendant NEVONE together, could learn more about the available technology and hardware and software needed to bring Plaintiff BONFANTE's vision to fruition.

147. That at all times relevant, Defendant NEVONE's professional background was in computer science, technology and trouble shooting for both hardware and software issues, and hence it was agreed at all times relevant that Defendant NEVONE would handle these tasks on the band's behalf.

148. That, in consideration for allowing a sub-standard and inferior musician and bass player such as Defendant NEVONE to be part of Plaintiff BONFANTE's band, Defendant NEVONE agreed, *inter alia*, to handle any and all technology issues relating to Plaintiff BONFANTE's vision for the multi-media stage show that Plaintiff BONFANTE had planned to go on while the band performed on stage.

149. That on or about May 1, 2013, and with the clients' permission, Defendant NEVONE was invited to attend a meeting at Plaintiff BONFANTE's office. At such time the two partners asked all germane technical questions, necessary for Plaintiff BONFANTE and Defendant NEVONE to begin a focused, diligent, fact-finding mission for the band's elaborate stage production that Plaintiff BONFANTE had thought up and ultimately, so generously shared with Defendant NEVONE.

150. That, in consideration for allowing a sub-standard and inferior musician and bass player such as Defendant NEVONE to be part of Plaintiff BONFANTE's band, Defendant NEVONE agreed,

inter alia, to accompany Plaintiff BONFANTE to a performance of such Long Island tribute band, that was employing a multi-media visual presentation during their show, similar to what Plaintiff BONFANTE had originally envisioned and shared with Defendant NEVONE.

151. That, on or about July 26, 2013 Plaintiff BONFANTE and Defendant NEVONE went to see Plaintiff BONFANTE's clients perform at the Suffolk Theater in Riverhead, N.Y. in order to witness the manner in which Plaintiff BONFANTE's clients were accomplishing a multi-media visual presentation similar to what Plaintiff BONFANTE had originally envisioned and shared with Defendant NEVONE.

152. That at all times under the CONTRACT, it was agreed between the partners that nothing concerning that project would be published, disseminated, shared with any outsiders, and/or in any way placed into commerce without Plaintiff BONFANTE first inspecting, reviewing, revising and/or approving same.

153. At all times relevant, Plaintiff BONFANTE made it known to Defendant NEVONE that Plaintiff BONFANTE wanted to keep the concept for a PINK tribute band a secret, in order to be the first PINK tribute band to ever perform on Long Island, the New York metropolitan area, the New York tri-state area, New York city or the surrounding boroughs, and/or the Northeast region.

154. At all times relevant, Plaintiff BONFANTE made it known to Defendant NEVONE that Plaintiff BONFANTE wanted to keep the concept for a PINK tribute band a secret, in order to be the first PINK tribute band to market.

155. That over the ensuing months, Plaintiff BONFANTE had to remind Defendant NEVONE many times to keep his mouth shut about the project.

156. That over the ensuing months, despite Plaintiff BONFANTE's requests to the contrary, Defendant NEVONE was unable to exercise restraint and told several of Defendant NEVONE's friends about Defendant NEVONE's fortuitous inclusion in Plaintiff BONFANTE's PINK tribute band, including several of the mutual acquaintances with whom Plaintiff BONFANTE and Defendant NEVONE regularly played poker.

157. That each time Plaintiff BONFANTE learned Defendant NEVONE was unable to exercise restraint and bragged about Defendant NEVONE's fortuitous inclusion in Plaintiff BONFANTE's PINK tribute band, Plaintiff BONFANTE admonished NEVONE and reminded Defendant NEVONE that the project was very important to Plaintiff BONFANTE, and BONFANTE wanted to take pains to do everything correct, and pay attention to details.

158. That each time Plaintiff BONFANTE learned Defendant NEVONE was unable to exercise restraint and bragged about

Defendant NEVONE's fortuitous inclusion in Plaintiff BONFANTE's PINK tribute band, Plaintiff BONFANTE admonished Defendant NEVONE and reminded Defendant NEVONE that it would be a shame if another group of musicians got wind of the idea and started a PINK tribute band first, thereby effectively diluting the market share contemplated by Plaintiff BONFANTE.

159. That each time Plaintiff BONFANTE learned Defendant NEVONE was unable to exercise restraint and bragged about Defendant NEVONE's fortuitous inclusion in Plaintiff BONFANTE's PINK tribute band, as well as on many other occasions, Plaintiff BONFANTE unequivocally told Defendant NEVONE that part of the reason Plaintiff BONFANTE was so excited about launching what Plaintiff BONFANTE deemed his "dream" band, was that "it's never been done before...".

160. That each time Plaintiff BONFANTE learned Defendant NEVONE was unable to exercise restraint and bragged about Defendant NEVONE's fortuitous inclusion in Plaintiff BONFANTE's PINK tribute band, as well as on many other occasions, Plaintiff BONFANTE unequivocally told Defendant NEVONE that *"if you keep shooting off your big mouth, some bunch of musicians that are already out there working as a band are going to steal my idea and beat us to market and that would be a real shame..."*.

161. That on each occasion, Defendant NEVONE repeatedly

intimated to Plaintiff BONFANTE that he "*totally understood*" the need to keep the concept for Plaintiff BONFANTE's PINK tribute band, as well as its details under wraps.

162. That upon information and belief, there has never been a PINK tribute band that hailed from Long Island

163. That upon information and belief, there has never been a PINK tribute band that hailed from the New York metropolitan area.

164. That upon information and belief, there has never been a PINK tribute band that hailed from the New York tri-state area.

165. That upon information and belief, there has never been a PINK tribute band that hailed from New York City, or its surrounding boroughs.

166. That upon information and belief, there has never been a PINK tribute band that hailed from the Northeast region.

166. That upon information and belief, there has never been a PINK tribute band that has ever performed live on Long Island.

167. That upon information and belief, there has never been a PINK tribute band that has ever performed live in the New York metropolitan area.

168. That upon information and belief, there has never been a PINK tribute band that has ever performed live in New York

City or its surrounding boroughs.

169. That upon information and belief, there has never been a PINK tribute band that has ever performed in the New York tri-state area.

170. That upon information and belief, there has never been a PINK tribute band that has ever performed in the northeast region.

171. That on May 9, 2013 Plaintiff BONFANTE had his shoulder surgery and began the long, arduous, painful recovery and rehabilitation necessary to once again be able to play the drums with the energy and force that Plaintiff BONFANTE had been known for as a full-time drummer in the eighties and early nineties.

172. That while Plaintiff BONFANTE was undergoing the long, arduous, painful process of recovery and rehabilitative therapy, Defendant NEVONE would again regularly show up unannounced at Plaintiff BONFANTE's office, almost on a daily basis.

173. That while Plaintiff BONFANTE was undergoing the long, arduous, painful process of recovery and rehabilitative therapy, Plaintiff BONFANTE would see Defendant NEVONE at two (2) weekly poker tournaments, each hosted by different mutual acquaintances.

174. On many such occasions, Defendant NEVONE would become

increasingly agitated over the fact that Plaintiff BONFANTE's convalescence was simply taking too long for Defendant NEVONE's liking.

175. On many such occasions, Defendant NEVONE would become increasingly agitated over the fact that Plaintiff BONFANTE did not want Defendant NEVONE to shoot off his mouth about the nature and details of Plaintiff BONFANTE's plan for the PINK tribute band.

176. On several such occasions, Defendant NEVONE suggested Defendant MCLAFFERTY as a possible candidate for lead singer for the project.

177. That When Defendant NEVONE showed Plaintiff BONFANTE a video of Defendant MCLAFFERTY performing on the popular internet video site known as "You-tube", Plaintiff BONFANTE was appalled, and immediately hated Defendant MCLAFFERTY's singing.

178. That as a direct result of Plaintiff BONFANTE's reaction to the performances of Defendant MCLAFFERTY, Defendant NEVONE become visibly agitated, loud and angry, stating to Plaintiff BONFANTE: *"I'm going to insist that we let her come down and at least give her a chance to audition..."*.

179. That Defendant NEVONE stated emphatically that [MCLAFFERTY] *"really needs the work, she's hurting for money, she is struggling financially and really likes the idea of*

singing in this band with us...".

180. That Defendant NEVONE stated emphatically that *"she's my friend for Christ' sake, and I want to give her a chance...."*.

181. That Defendant NEVONE further stated emphatically that: *"she [Defendant MCLAFFERTY] is my friend, and I'm going to pull some weight here, if I have to...."*.

182. That Defendant NEVONE further stated emphatically that: *"if you don't at least allow her a chance to come down, we are going to have problems, you and I..."*.

183. That, on several occasions, Defendant NEVONE told Plaintiff BONFANTE that he was in constant touch with Defendant MCLAFFERTY, and that he assured her she would get a shot, once auditions were to begin in earnest.

184. That upon information and belief, at all times relevant hereto, Defendant MCLAFFERTY knew that the PINK tribute band that Defendant NEVONE was involved in was Plaintiff BONFANTE's idea.

185. That at all times relevant hereto, Defendant MCLAFFERTY knew that the PINK tribute band that Defendant NEVONE was involved in was to be Plaintiff BONFANTE's band, and it was understood that Plaintiff BONFANTE would be the band leader, and have the final say on major decisions concerning the act's

direction, including, but not limited to, the choice of the lead singer and focal point.

186. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that Plaintiff BONFANTE felt in no uncertain terms that Defendant MCLAFFERTY was a mediocre vocalist at best, and that she had pitch problems, oftentimes singing flat for extended periods of time.

187. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that Plaintiff BONFANTE felt in no uncertain terms that to invite Defendant MCLAFFERTY to audition would be unfair to her, since Plaintiff BONFANTE's mind was already made up in so far as Plaintiff BONFANTE was not the least bit impressed with Defendant MCLAFFERTY as a vocalist and/or performer.

188. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that Plaintiff BONFANTE thought in no uncertain terms that to invite Defendant MCLAFFERTY to audition would be *"a complete waste of her time and as well as ours..."*.

189. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that Plaintiff BONFANTE felt that where their lead vocalist and focal point was concerned, the two (2) partners *"could do so much better than MCLAFFERTY..."*.

190. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that Plaintiff BONFANTE felt that where their lead

vocalist and ultimate focal point of the band was concerned, Defendant NEVONE needed to *"be patient and give it time..."*.

191. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that despite Defendant NEVONE's obvious and apparent inexperience, that Defendant NEVONE should: *"try to act more professional and exercise some modicum of maturity and restraint..."* for a change.

192. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that where their lead vocalist and focal point of the show was concerned, *"we will find someone great....I know she is out there looking for an amazing opportunity like this, just relax and give it time..."*.

193. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that where their lead vocalist and focal point of the show was concerned: *"I refuse to settle on something so important..."*.

194. That Plaintiff BONFANTE repeatedly told Defendant NEVONE that where their lead vocalist and focal point of the show was concerned: *"we can always settle on her if after we hold some auditions, we can't find someone really great..."*.

195. In each such conversation, Defendant NEVONE would get increasingly more agitated at Plaintiff BONFANTE, and launch into a long-winded diatribe about how Plaintiff BONFANTE should

give Defendant MCLAFFERTY a chance, if for no other reason than that Defendant NEVONE asked Plaintiff BONFANTE to.

196. In each such conversation, Defendant NEVONE would get increasingly more angry and agitated with Plaintiff BONFANTE, and lecture Plaintiff BONFANTE that Defendant NEVONE was *"just anxious to get going with this thing already..."*.

197. In each such conversation, Defendant NEVONE would get increasingly more angry and agitated at Plaintiff BONFANTE, and urge Plaintiff BONFANTE to watch other music videos featuring MCLAFFERTY, and *"just give her another chance..."*.

198. Though completely unimpressed with the tone, pitch, stage presence and overall musical ability of MCLAFFERTY, Plaintiff BONFANTE, purely as a courtesy and accommodation, and in an attempt to placate Defendant NEVONE, agreed to watch a several more music videos of Defendant MCLAFFERTY.

199. That notwithstanding BONFANTE's willingness to give the vocalist another listen via the internet, BONFANTE repeatedly told NEVONE that BONFANTE still felt in no uncertain terms, that in BONFANTE's professional opinion, Defendant MCLAFFERTY was simply sub-par.

200. That at the same time that Plaintiff BONFANTE was continuing his shoulder rehabilitation, when Defendant NEVONE, would regularly show up at Plaintiff BONFANTE's office, he

suggested to BONFANTE that the two partners consider Defendant RODRIGUEZ as a candidate for the band's guitar player. When Defendant NEVONE showed BONFANTE a picture of Defendant RODRIGUEZ on FACEBOOK, BONFANTE replied that he simply wasn't the right person for the project.

201. That in response to BONFANTE's reluctance to consider RODRIGUEZ, NEVONE became visibly annoyed and agitated and repeatedly voiced the objections similar to those he lodged when BONFANTE showed no interest in considering MCLAFFERTY for the band.

202. That, on such occasion, NEVONE told BONFANTE that he was in constant touch with Defendant RODRIGUEZ, and that he assured RODRIGUEZ that he would get a chance to audition at some point in the near future.

203. That, on one such occasion, NEVONE told BONFANTE that he remained in touch with Defendant RODRIGUEZ, and that he assured RODRIGUEZ that NEVONE *"would work on [BONFANTE] and get him to come around...and to finally see the light..."*.

204. That, on such one occasion, NEVONE told BONFANTE that *"I promised John [RODRIGUEZ] that he would get a chance at this thing....you're really making me look bad dude..."*.

205. That at all times relevant hereto, upon information and belief, Defendant RODRIGUEZ knew that the PINK tribute band

that NEVONE was involved in was Plaintiff BONFANTE's idea.

206. That at all times relevant hereto, upon information and belief, Defendant RODRIGUEZ knew that the PINK tribute band that NEVONE was involved in was to be Plaintiff BONFANTE's band, and it was understood that BONFANTE would be the band leader.

207. That at all times relevant hereto, BONFANTE made it clear to NEVONE that the overall look and visual presentation of the band was just as pivotal to BONFANTE's vision as the band's sound.

208. That at all times relevant hereto, BONFANTE made it clear to NEVONE that the overall look and visual presentation of each member would be as crucial to BONFANTE's vision as each such member's musical ability.

209. That at all times relevant hereto, BONFANTE made it clear to NEVONE that because PINK herself is such a visually striking woman, and her stage shows are known for being visually exquisite on every level, as well as musically superb, BONFANTE could not countenance an audition of anyone that didn't look the part, or at least contribute to the overall aesthetics of the band.

210. That at all times relevant hereto, BONFANTE made it clear to NEVONE that it would be a waste of time to consider anyone (or anything) that the two (2) partners did not

unanimously feel was worthy of the lofty standards that BONFANTE had communicated with NEVONE at the time BONFANTE agreed to allow NEVONE to be part of BONFANTE's vision.

211. While NEVONE indicated that he understood the need for BONFANTE's unwavering adherence to these rigid quality controls, he seemed hell bent on finding justification for violating them and lowering the bar at every turn.

212. That when Plaintiff BONFANTE later learned that Defendant RODRIGUEZ had played in NEVONE's Long Island bar band some thirty (30) years prior, BONFANTE made it clear to NEVONE that Defendant RODRIGUEZ simply was not up to the level of guitar player that BONFANTE had been so fortunate to have worked with, and insisted upon for the band.

213. Defendant NEVONE, would become increasingly agitated over the fact that Plaintiff BONFANTE's convalescence was simply taking too long for NEVONE's liking.

214. That sometime prior to September of 2013, the partners had posted a "want-ad" for a keyboard player on the popular internet site known as "Craig's list". Shortly thereafter, BONFANTE and NEVONE received a submission for such position from an individual by the name of Glen Mauser (hereinafter "MAUSER").

215. That BONFANTE and NEVONE were at once impressed with MAUSER and recognized his seemingly limitless potential. Not

wanting to waste time, sometime in early September of 2013, BONFANTE suggested that he and NEVONE immediately speak with MAUSER about their vision, as well as their expectations of any new members.

216. That sometime in early September of 2013, BONFANTE and NEVONE had a conference call with MAUSER from BONFANTE's law office, during which it was mutually decided that MAUSER would learn four (4) songs made popular by the artist known as PINK, so that the three could go into the studio and play together and determine whether MAUSER was a good fit with BONFANTE and NEVONE.

217. The two (2) partners, BONFANTE and NEVONE next agreed that BONFANTE would secure time in a rehearsal facility in Huntington so that they could audition MAUSER.

218. That after deciding on severally mutually convenient times to audition MAUSER, BONFANTE contacted Northwoods Studio in Huntington, N.Y and booked two (2) hours of studio time for the 18th of September, 2013.

219. On or about September 10, 2013 Defendant NEVONE had come to the office of Plaintiff BONFANTE and misrepresented certain facts in an attempt to get BONFANTE to lend NEVONE fifteen thousand (\$15,000.00) DOLLARS. NEVONE represented to Plaintiff BONFANTE that the reason he needed to borrow the

fifteen thousand (\$15,000.00) DOLLARS from BONFANTE is that his elderly aunt's money "ran out".

220. Plaintiff BONFANTE, immediately sensing that Defendant NEVONE was acting suspicious, and otherwise not being completely forthright with BONFANTE, refused to lend Defendant NEVONE any money.

221. Shortly thereafter, on or about September 16, 2013, Defendant NEVONE called Plaintiff BONFANTE and told him that the Elder Fraud Protection Unit at Chase Bank was investigating him for unusually high activity that the institution deemed suspicious concerning an account in the name of Defendant NEVONE's elderly aunt.

222. Sometime prior to these events, NEVONE had asked BONFANTE to prepare certain estate planning documents for NEVONE's elderly aunt.

223. Sometime prior to these events, BONFANTE had prepared these estate planning documents, including, but not limited to, a Durable Power of Attorney ("POA") for NEVONE's elderly aunt as a favor and courtesy to NEVONE and his family.

224. Upon information and belief, and unbeknownst to BONFANTE at the time, NEVONE had apparently, for some time, been using the POA prepared by BONFANTE to withdraw funds from his elderly aunt's bank account, for his own use.

225. On or about September 16, 2013 Defendant NEVONE told BONFANTE that the Bank officials would soon make a determination as to whether the matter should be turned over the Suffolk County District Attorney's office for further investigation and possible criminal prosecution.

226. During that same conversation, NEVONE asked BONFANTE for a recommendation of a criminal attorney that NEVONE could seek advice from. Soon thereafter, NEVONE told BONFANTE that he retained a criminal attorney and, on several occasions, told BONFANTE that NEVONE was *"terrified over what could happen to him..."*.

227. Due to the uncertainty of NEVONE's pending criminal matter, BONFANTE suggested that they put the band on hold temporarily, as it seemed clear that NEVONE suddenly had more important things to concentrate on. BONFANTE further communicated to NEVONE that to audition MAUSER later that evening seemed a complete waste of everyone's time in light of NEVONE's recent revelation concerning what could amount to serious criminal charges.

228. That BONFANTE told NEVONE that they should put the idea of the band on hold temporarily and that BONFANTE suggested that NEVONE concentrate on straightening out his affairs and not a band.

229. NEVONE agreed and asked BONFANTE to make the calls to both MAUSER and Northwoods Studio and cancel the rehearsal time.

230. That, at no time prior to the events giving rise to the causes of actions herein sued upon, did BONFANTE form the intention to proceed with the musical project without NEVONE.

231. That, at no time prior to the events giving rise to the causes of actions herein sued upon, did BONFANTE take any steps to proceed with the musical project without NEVONE.

232. That, at no time prior to the events giving rise to the causes of actions herein sued upon, did BONFANTE take any steps to find any other musicians to replace NEVONE.

233. That sometime thereafter NEVONE began to sent a threatening text message to BONFANTE stating: *"You fucking prick, may your children know that you're the lowest piece of shit in the world..."*.

234. That sometime thereafter NEVONE began to sent a threatening text message to BONFANTE stating: *"If you ever cross my path again I will put your dirty ass down..."*.

235. That sometime thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"People like C.B. are complete losers and will never know what friendship really means... I pity you."*

236. That sometime shortly thereafter NEVONE posted a

disparaging comment about BONFANTE's character on FACEBOOK, stating: *"My Facebook friends should know that Chuck Bonfante is no friend. To anyone..."*.

237. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"He is the lowest of the the [sic] scum of earth..."*.

238. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"To trust him is to put your faith in someone that puts himself first..."*.

239. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"He his [sic] the worst of the worst..."*.

240. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"Human trash like him eventually get what they deserve..."*.

241. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"You should all know...what he did was tragic."*

242. That sometime shortly thereafter NEVONE posted a disparaging comment about BONFANTE's character on FACEBOOK, stating: *"He cowered in the corner and threw me to the*

wolves...".

243. That shortly thereafter NEVONE approached a well known and respected drummer from Long Island by the name of Bobby Marks (hereinafter "MARKS") and asked MARKS to start a PINK tribute band in place and stead of BONFANTE.

244. Upon information and belief, NEVONE and MARKS had been close friends for many years and had played in a band together in their younger days.

245. That NEVONE, annoyed with BONFANTE's refusal to consider Defendants RODRIGUEZ and MCLAFFERTY for the project approached MARKS and asked MARKS to replace BONFANTE in the PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

246. That NEVONE, annoyed with BONFANTE's desire to temporarily put the project on hold pending the issue concerning NEVONE's aunt's money, approached MARKS and asked MARKS to replace BONFANTE in the PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE,

or agreed to permit NEVONE to participate in.

247. That NEVONE, annoyed with BONFANTE's refusal to lend NEVONE fifteen thousand and 00/100 (\$15,000.00) DOLLARS approached MARKS and asked MARKS to replace BONFANTE in the PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

248. That NEVONE, annoyed with BONFANTE's refusal to consider Defendants RODRIGUEZ and MCLAFFERTY for the project approached RODRIGUEZ and asked RODRIGUEZ to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

249. That NEVONE, annoyed with BONFANTE's desire to temporarily put the project on hold pending the issue concerning NEVONE's aunt's money, approached RODRIGUEZ and asked RODRIGUEZ to form PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start

before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

250. That NEVONE, annoyed with BONFANTE's refusal to lend NEVONE fifteen thousand and 00/100 (\$15,000.00) DOLLARS approached RODRIGUEZ and asked RODRIGUEZ to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

251. That NEVONE, annoyed with BONFANTE's refusal to consider Defendants RODRIGUEZ and MCLAFFERTY for the project approached MCLAFFERTY and asked to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

252. That NEVONE, annoyed with BONFANTE's desire to temporarily put the project on hold pending the issue concerning NEVONE's aunt's money, approached RODRIGUEZ and asked to form PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE

out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

253. That NEVONE, annoyed with BONFANTE's refusal to lend NEVONE fifteen thousand and 00/100 (\$15,000.00) DOLLARS approached MCLAFFERTY and asked MCLAFFERTY to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

254. That NEVONE, annoyed with BONFANTE's refusal to consider Defendants RODRIGUEZ and MCLAFFERTY for the project approached MAUSER and asked him to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

255. That NEVONE, annoyed with BONFANTE's desire to temporarily put the project on hold pending the issue concerning NEVONE's aunt's money, approached MAUSER and MAUSER to form a PINK tribute band that NEVONE indicated an unequivocal intention

to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

256. That NEVONE, annoyed with BONFANTE's refusal to lend NEVONE fifteen thousand and 00/100 (\$15,000.00) DOLLARS approached MAUSER and asked MAUSER to form a PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

257. That NEVONE approached MAUSER and asked MAUSER to join the PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

258. That upon information and belief, sometime shortly thereafter MAUSER declined to be involved in NEVONE's "knock-off" band.

259. That NEVONE approached RODRIGUEZ and asked RODRIGUEZ to join the PINK tribute band that NEVONE indicated an

unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

260. That NEVONE approached MCLAFFERTY and asked MCLAFFERTY to join the PINK tribute band that NEVONE indicated an unequivocal intention to start without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to participate in.

261. That NEVONE, RODRIGUEZ and MCLAFFERTY did start a PINK tribute band without BONFANTE, thereby effectively cutting BONFANTE out of the very band that BONFANTE had planned to start before he ever shared the idea with NEVONE, or agreed to permit NEVONE to be a part of.

262. That sometime thereafter NEVONE began to sent a threatening text message to BONFANTE stating: *"I will stand over your metaphorical corpse and drink to your death..."*.

263. That sometime thereafter NEVONE began to sent a threatening text message to BONFANTE stating: *"My mission is to defeat you. I will defeat you on your own grounds..."*.

264. That sometime thereafter NEVONE began to sent a threatening text message to BONFANTE stating: *"I trusted you."*

YOU decided to break that trust...".

265. That NEVONE, RODRIGUEZ and MCLAFFERTY did name their PINK tribute band "RESERVOIR DOGS", intending to steal one of the two (2) names that BONFANTE indicated to NEVONE were his absolute favorites from the very first day BONFANTE allowed NEVONE to become privy to BONFANTE's concept for the band.

266. That NEVONE, RODRIGUEZ and MCLAFFERTY did actively promote their PINK tribute band using the name "RESERVOIR DOGS", intending to steal one of the two (2) names that BONFANTE had from the beginning, indicated to NEVONE were his preferred choices.

267. That BONFANTE had registered the name "RESERVOIR DOGS" as a protected trademark under United States federal law. 223.

268. That on or about March 17, 2014 BONFANTE sent a letter to Defendants NEVONE, RODRIGUEZ and MCLAFFERTY alerting them to the fact that BONFANTE was the registered owner of the protected mark, and ordering them to forthwith Cease and Desist any further infringement of BONFANTE's name, to wit: "RESERVOIR DOGS".

269. In response thereto, on or about March 20, 2013, NEVONE sent an email to BONFANTE stating: *"Just got your mail. Of all the childish, rediculous [sic] things I have ever heard, this tops it all. Keep the name. I never liked it (along with*

most of your ideas)."

270. That said email from NEVONE constitutes an admission that the name "RESERVOIR DOGS" was BONFANTE's idea, and that at all times relevant hereto, Defendant NEVONE knew that such name was the brain child of Plaintiff BONFANTE at such as NEVONE chose to use the name, thereby intentionally infringing on BONFANTE's federally protected trademark.

271. That NEVONE, RODRIGUEZ and MCLAFFERTY did next name their PINK tribute band "FUNHOUSE", intending to steal one of the two (2) names that BONFANTE indicated to NEVONE were his absolute favorites from the very first day BONFANTE allowed NEVONE to become privy to BONFANTE's concept for the band.

272. That NEVONE, RODRIGUEZ and MCLAFFERTY did continuously promote their PINK tribute band using the name "FUNHOUSE", intending to steal one of the two (2) names that BONFANTE indicated to NEVONE were his preferred choices.

273. That BONFANTE had registered the name "FUNHOUSE" as a protected trademark under United States federal law.

274. That on or about April 18, 2014 BONFANTE sent a letter to Defendants NEVONE, RODRIGUEZ and MCLAFFERTY alerting them to the fact that BONFANTE was the registered owner of the protected mark, and ordering them to forthwith Cease and Desist any further infringement of BONFANTE's name, to wit: "FUNHOUSE".

275. That NEVONE, RODRIGUEZ and MCLAFFERTY did continuously promote their PINK tribute band using the banner and slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND" intending to beat BONFANTE to market.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR BREACH OF CONTRACT**

276. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "275" above with the same force and effect as is fully set forth herein at length.

277. Under the terms of the CONTRACT, Plaintiff BONFANTE was to provide the financing for rehearsals, marketing and promotion as well as the stage production, act as the attorney and business manager on the band's behalf, and be the band's drummer.

278. Under the terms of the CONTRACT, Defendant NEVONE was to allow BONFANTE to make all executive decisions, assist BONFANTE in finding suitable candidates to comprise the band, provide computer and technical support to BONFANTE's vision for the band's multi-media show, secure domain names for the band's website and be the band's bass guitarist.

279. Under the terms of the CONTRACT, it was expressly agreed between the parties that all rehearsals and/or auditions

were to be put on hold until such time that BONFANTE's shoulder was completely healed.

280. Under the terms of the CONTRACT, it was expressly agreed between the parties that all decisions concerning additional members would be have to be unanimous.

281. Under the terms of the CONTRACT, it was expressly agreed between the parties that while BONFANTE was enduring the therapy and rehabilitation necessary to a complete recovery, the two (2) partners would do their research and development for the bands' stage show and visual presentation, learn all of the material, find several candidates to audition for each spot that would eventually need to be filled.

282. That, Plaintiff BONFANTE tendered the requisite performance pursuant to the terms of the CONTRACT.

283. That, Defendant NEVONE did not perform the duties required of it pursuant to the CONTRACT.

284. That, by reasons of Defendant NEVONE's breach, Plaintiff has sustained damages and incurred expenses.

285. Plaintiff was compelled to expend money and has suffered damages on account of Defendant NEVONE's breach of contract and are entitled to the costs associated with the making of this contract, all to the Plaintiff's damage in the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS

plus costs, attorneys' fees and interest from October 13, 2013.

286. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR BREACH OF CONTRACT**

287. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "286" above with the same force and effect as is fully set forth herein at length.

288. Upon information and belief, and all times relevant herein, Defendant RODRIGUEZ assisted, aided and abetted the Defendant NEVONE's breach.

289. That, by reasons of Defendant RODRIGUEZ' assistance, aiding and abetting NEVONE's breach, Plaintiff has sustained damages and incurred expenses.

290. Plaintiff was compelled to expend money and has suffered damages on account of Defendant RODRIGUEZ' assistance, aiding and abetting NEVONE's breach of contract and are entitled to the costs associated with the making of this contract, all to the Plaintiff's damage in the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

291. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR BREACH OF CONTRACT**

292. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "291" above with the same force and effect as is fully set forth herein at length.

293. That, Defendant NEVONE willfully failed to perform the duties required of it pursuant to the CONTRACT.

294. Upon information and belief, and all times relevant herein, Defendant MCLAFFERTY assisted, aided and abetted the Defendant NEVONE's breach.

295. That, by reasons of Defendant MCLAFFERTY's assistance, aiding and abetting NEVONE's breach, Plaintiff has sustained damages and incurred expenses.

296. Plaintiff was compelled to expend money and has suffered damages on account of Defendant MCLAFFERTY's assistance, aiding and abetting NEVONE's breach of contract and are entitled to the costs associated with the making of this contract, all to the Plaintiff's damage in the sum of ONE

HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

297. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

298. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "297" above with the same force and effect as is fully set forth herein at length.

299. That the CONTRACT between Plaintiff BONFANTE and Defendant NEVONE contained an implied covenant of good faith and fair dealing.

300. Based upon the foregoing, Defendant NEVONE has breached the covenant of good faith and fair dealing implied in the Contract with Plaintiff BONFANTE.

301. By reason of the foregoing, Plaintiff BONFANTE is entitled to damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus interest accrued thereon since October 13, 2013.

302. Accordingly, Plaintiff is entitled to judgment against

Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST
DEFENDANT NEVONE FOR EQUITABLE ESTOPPEL**

303. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "302" above with the same force and effect as is fully set forth herein at length.

304. That Defendant NEVONE intended to steal Plaintiff BONFANTE's concept for a PINK Tribute Band, by beating BONFANTE to market, effectively creating a lock-out to BONFANTE at the time NEVONE entered into its agreement with Defendants MCLAFFERTY and RODRIGUEZ.

305. At all times herein mentioned Defendant NEVONE concealed such intent from BONFANTE.

306. Defendant NEVONE intended that such concealment be acted upon by BONFANTE.

307. BONFANTE lacked knowledge of NEVONE's intent to beat BONFANTE to market, effectively stealing BONFANTE's plan to be the first PINK Tribute Band to ever perform in the Long Island and/or New York Tri-State Area and/or New York City and its surrounding boroughs, and/or the Northeast region at the time Plaintiff entered into the CONTRACT with NEVONE.

308. Bonfante has been prejudiced by NEVONE's concealment of its intent to lock-out BONFANTE, insofar as Plaintiff would not have entered into the CONTRACT with NEVONE had it known of NEVONE's intent in this regard.

309. NEVONE is equitably estopped from in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and /or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute band, or marketing and/or promoting its band in commerce under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan, "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute anywhere, at anytime, thereby depriving BONFANTE of the benefit to take part, participate and/or otherwise derive a profit from, and/or exploit BONFANTE's concept, brainchild, idea and/ or plan, as aforesaid.

310. NEVONE is equitably estopped from in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and /or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", thereby depriving BONFANTE of the benefit to take part, participate and/or otherwise derive a profit from, and/or exploit BONFANTE's concept, brainchild, idea and/ or plan, as aforesaid.

311. By reason of the foregoing, BONFANTE is entitled to damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus interest accrued thereon.

312. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST
DEFENDANT RODRIGUEZ FOR EQUITABLE ESTOPPEL**

313. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "312" above with the same force and effect as is fully set forth herein at length.

314. That Defendant RODRIGUEZ intended to steal Plaintiff BONFANTE's concept for a PINK Tribute Band, by beating BONFANTE to market, effectively creating a lock-out to BONFANTE at the time RODRIGUEZ entered into its agreement with Defendants NEVONE and MCLAFFERTY.

315. At all times herein mentioned Defendant RODRIGUEZ concealed such intent from BONFANTE.

316. Defendant RODRIGUEZ intended that such concealment be acted upon by BONFANTE.

317. BONFANTE lacked knowledge of RODRIGUEZ's intent to beat BONFANTE to market, effectively stealing BONFANTE's plan to

be the first PINK Tribute Band to ever perform in the Long Island and/or New York Tri-State Area and/or New York City and its surrounding boroughs, and/or the Northeast region at the time Plaintiff entered into the CONTRACT with NEVONE and MCLAFFERTY.

318. Bonfante has been prejudiced by RODRIGUEZ's concealment of its intent to lock-out BONFANTE, insofar as Plaintiff would not have entered into the CONTRACT with NEVONE had it known of RODRIGUEZ' intent in this regard.

319. RODRIGUEZ is equitably estopped from in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and /or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute band, or marketing and/or promoting its band in commerce under the name "RESERVOIR DOGS", "FUNHOUSE" and /or the banner, moniker and/or slogan, "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute anywhere, at anytime, thereby depriving BONFANTE of the benefit to take part, participate and/or otherwise derive a profit from, and/or exploit BONFANTE's concept, brainchild, idea and/or plan, as aforesaid.

320. By reason of the foregoing, BONFANTE is entitled to damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100

(\$250,000.00) DOLLARS plus interest accrued thereon.

321. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR AN SEVENTH CAUSE OF ACTION AGAINST
DEFENDANT MCLAFFERTY FOR EQUITABLE ESTOPPEL**

322. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "321" above with the same force and effect as is fully set forth herein at length.

323. That Defendant MCLAFFERTY intended to steal Plaintiff BONFANTE's concept for a PINK Tribute Band, by beating BONFANTE to market, effectively creating a lock-out to BONFANTE at the time MCLAFFERTY entered into its agreement with Defendants NEVONE and RODRIGUEZ.

324. At all times herein mentioned Defendant MCLAFFERTY concealed such intent from BONFANTE.

325. Defendant MCLAFFERTY intended that such concealment be acted upon by BONFANTE.

326. BONFANTE lacked knowledge of MCLAFFERTY's intent to beat BONFANTE to market, effectively stealing BONFANTE's plan to be the first PINK Tribute Band to ever perform in the Long Island and/or New York Tri-State Area and/or New York City and

its surrounding boroughs, and/or the Northeast region at the time Plaintiff entered into the CONTRACT with NEVONE and RODRIGUEZ.

327. Bonfante has been prejudiced by MCLAFFERTY's concealment of its intent to lock-out BONFANTE, insofar as Plaintiff would not have entered into the CONTRACT with NEVONE had it known of MCLAFFERTY intent in this regard.

328. MCLAFFERTY is equitably estopped from in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute band, or marketing and/or promoting its band in commerce under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan, "LONG ISLAND'S ONLY PINK TRIBUTE BAND", or in any way being permitted from performing as a Pink tribute anywhere, at anytime, thereby depriving BONFANTE of the benefit to take part, participate and/or otherwise derive a profit from, and/or exploit BONFANTE's concept, brainchild, idea and/or plan, as aforesaid.

329. By reason of the foregoing, BONFANTE is entitled to damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus interest accrued thereon.

330. Accordingly, Plaintiff is entitled to judgment against

Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR AN EIGHTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR UNJUST ENRICHMENT**

331. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "330" above with the same force and effect as is fully set forth herein at length.

332. Defendant NEVONE has been unjustly enriched by reason of its taking Plaintiff's concept and idea and starting his own PINK tribute band with Defendants RODRIGUEZ and MCLAFFERTY for a PINK Tribute Band and beating Plaintiff to market with the very idea that Defendant NEVONE stole from BONFANTE.

333. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A NINTH CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR UNJUST ENRICHMENT**

334. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "333" above with the same force and effect as is fully set forth

herein at length.

335. Defendant RODRIGUEZ has been unjustly enriched by reason of its taking Plaintiff's concept and idea and starting his own PINK tribute band with Defendants NEVONE and MCLAFFERTY for a PINK Tribute Band and beating Plaintiff to market with the very idea that Defendant NEVONE stole from BONFANTE.

336. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TENTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR UNJUST ENRICHMENT**

337. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "336" above with the same force and effect as is fully set forth herein at length.

338. Defendant MCLAFFERTY has been unjustly enriched by reason of its taking Plaintiff's concept and idea and starting his own PINK tribute band with Defendants NEVONE and RODRIGUEZ or a PINK Tribute Band and beating Plaintiff to market with the very idea that Defendant NEVONE stole from BONFANTE.

339. By reason of the foregoing, Plaintiff BONFANTE is entitled to judgment against Defendant MCLAFFERTY in the amount

of Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A ELEVENTH CAUSE OF ACTION AGAINST
DEFENDANT NEVONE FOR BREACH OF EXPRESS AND IMPLIED
COVENANTS OF GOOD FAITH, LOYALTY AND HONESTY**

340. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "339" above with the same force and effect as is fully set forth herein at length.

341. The terms of Parties' CONTRACT contained the express and implied covenants of good faith, loyalty and honesty.

342. Based on Defendant NEVONE's conduct, including NEVONE's formation and promotion of a PINK tribute band while still in a contract with Plaintiff BONFANTE, and his use of BONFANTE's trade secrets, ideas, and band names, he has breached his contractual obligations to Plaintiff BONFANTE, including the covenants of good faith, loyalty and honesty, express and implied, therein contained.

343. By reason of the foregoing, Plaintiff has been damaged in an amount to be determined at trial, but believed to be in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

344. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE for no less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWELFTH CAUSE OF ACTION AGAINST
DEFENDANT RODRIGUEZ FOR TORTIOUS INTERFERENCE WITH CONTRACT**

345. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "344" above with the same force and effect as is fully set forth herein at length.

346. At all relevant times herein, Plaintiff BONFANTE had a legal and valid contract (the CONTRACT) with Defendant NEVONE for the formation and day-to day operations of BONFANTE's concept for his musical act, to wit: BONFANTE's PINK tribute band.

347. Upon information and belief, and all times relevant herein, Defendant RODRIGUEZ knew of the existence of BONFANTE's CONTRACT with NEVONE.

348. Upon information and belief, and all times relevant herein, Defendant RODRIGUEZ intentionally and knowingly interfered with Plaintiff's CONTRACT with NEVONE.

349. Upon information and belief, and all times relevant herein, Defendant RODRIGUEZ intentionally and knowingly induced Defendant NEVONE to breach its CONTRACT with Plaintiff.

350. Upon information and belief, and all times relevant herein, the interference by Defendant RODRIGUEZ was willful, intentional, reckless, false and/or malicious.

351. As a result of the foregoing, Plaintiff has sustained damages in the amount to be determined at trial, but believed to be in excess of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS.

352. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTEENTH CAUSE OF ACTION AGAINST
DEFENDANT MCLAFFERTY FOR TORTIOUS INTERFERENCE WITH CONTRACT**

353. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "352" above with the same force and effect as is fully set forth herein at length.

354. At all relevant times herein, Plaintiff BONFANTE had a legal and valid contract with Defendant NEVONE for the formation and day-to day operations of BONFANTE's concept for his musical act, to wit: BONFANTE's PINK tribute band.

355. Upon information and belief, and all times relevant herein, Defendant MCLAFFERTY knew of the existence of BONFANTE's CONTRACT with NEVONE.

356. Upon information and belief, and all times relevant herein, Defendant MCLAFFERTY intentionally and knowingly interfered with Plaintiff's CONTRACT with NEVONE.

357. Upon information and belief, and all times relevant herein, Defendant MCLAFFERTY intentionally and knowingly induced Defendant NEVONE to breach its CONTRACT with Plaintiff.

358. Upon information and belief, and all times relevant herein, the interference by Defendant MCLAFFERTY was willful, intentional, reckless, false and/or malicious.

359. As a result of the foregoing, Plaintiff has sustained damages in the amount to be determined at trial, but believed to be in excess of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS.

360. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from OCTOBER 13, 2013.

**AS AND FOR A FOURTEENTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR UNFAIR COMPETITION**

361. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "360" above with the same force and effect as is fully set forth herein at length.

362. Based on the foregoing, Defendant NEVONE has engaged

in unfair competition by its use of BONFANTE's trade secrets and its exploitation of BONFANTE's concept, BONFANTE's name, BONFANTE's plan and BONFANTE's confidential information and in Defendant's abuse of their relationship of trust, and overall bad faith.

363. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but believed to be in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

364. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in amount no less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FIFTEENTH CAUSE OF ACTION AGAINST
DEFENDANT RODRIGUEZ FOR UNFAIR COMPETITION**

365. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "364" above with the same force and effect as is fully set forth herein at length.

366. Based on the foregoing, Defendant RODRIGUEZ has engaged in unfair competition by its use of BONFANTE's trade secrets and its exploitation of BONFANTE's concept, BONFANTE's name, and BONFANTE's confidential information and Defendant's overall bad faith.

367. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but believed to be in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

368. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in amount no less than FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A SIXTEENTH CAUSE OF ACTION AGAINST
DEFENDANT MCLAFFERTY FOR UNFAIR COMPETITION**

369. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "368" above with the same force and effect as is fully set forth herein at length.

370. Based on the foregoing, Defendant MCLAFFERTY has engaged in unfair competition by its use of BONFANTE's trade secrets and its exploitation of BONFANTE's concept, BONFANTE's name, BONFANTE's confidential information and Defendant's overall bad faith.

371. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but believed to be in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

372. Accordingly, Plaintiff is entitled to judgment against

Defendant MCLAFFERTY in amount no less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A SEVENTEENTH CAUSE OF ACTION AGAINST
DEFENDANT NEVONE FOR BREACH OF DUTY NOT TO COMPETE**

373. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "372" above with the same force and effect as is fully set forth herein at length.

374. That the CONTRACT between NEVONE and BONFANTE contained an implied duty not to compete.

375. Based on Defendant's conduct, Defendant NEVONE has breached his duty not to compete with Plaintiff BONFANTE.

376. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but believed to be in excess of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS.

377. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE for no less than TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR AN EIGHTEENTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR DECEPTIVE TRADE PRACTICES**

378. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "377"

above with the same force and effect as is fully set forth herein at length.

379. Defendant NEVONE through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

380. Upon information and belief, Defendants have been marketing their band under the name "RESERVOIR DOGS".

381. Defendant NEVONE has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

382. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

383. Based on the foregoing, Defendant NEVONE has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "RESERVOIR DOGS" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

384. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be

determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

385. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

386. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of FIVE MILLION FIVE HUNDRED THOUSAND and 00/100 (\$5,500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A NINETEENTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR DECEPTIVE TRADE PRACTICES**

387. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "386" above with the same force and effect as is fully set forth herein at length.

388. Defendant NEVONE through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

389. Upon information and belief, Defendants have been marketing their band under the name "FUNHOUSE".

390. Defendant NEVONE has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such

declarations are false with willful, wanton and reckless disregard for the truth.

391. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

392. Based on the foregoing, Defendant NEVONE has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "FUNHOUSE" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

393. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

394. By reason of the foregoing, Plaintiff is entitled to punitive damages against Defendant NEVONE in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

395. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of FIVE MILLION FIVE HUNDRED THOUSAND and 00/100 (\$5,500,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTIETH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR DECEPTIVE TRADE PRACTICES**

396. The Plaintiff, repeats, reiterates and re-alleges the

allegations contained in paragraphs numbered "1" through "395" above with the same force and effect as is fully set forth herein at length.

397. Defendant NEVONE through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

398. Upon information and belief, Defendant NEVONE has been marketing their band under the banner and slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND".

399. Defendant NEVONE has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

400. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

401. Based on the foregoing, Defendant NEVONE has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "LONG ISLAND'S ONLY PINK TRIBUTE BAND" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

402. As a result of the foregoing deceptive trade

practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

403. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

404. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of FIVE MILLION FIVE HUNDRED THOUSAND and 00/100 (\$5,500,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-FIRST CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR DECEPTIVE TRADE PRACTICES**

405. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "404" above with the same force and effect as is fully set forth herein at length.

406. Defendant RODRIGUEZ through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

407. Upon information and belief, Defendants have been marketing their band under the name "RESERVOIR DOGS".

408. Defendant RODRIGUEZ has repeatedly done so

intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

409. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

410. Based on the foregoing, Defendant RODRIGUEZ has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "RESERVOIR DOGS" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

411. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

412. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

413. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of \$5,500,000, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-SECOND CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR DECEPTIVE TRADE PRACTICES**

414. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "413" above with the same force and effect as is fully set forth herein at length.

415. Defendant RODRIGUEZ through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

416. Upon information and belief, Defendant RODRIGUEZ have been marketing their band under the name "FUNHOUSE".

417. Defendant RODRIGUEZ has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

418. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular. Based on the foregoing, Defendant RODRIGUEZ has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "FUNHOUSE" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

419. As a result of the foregoing deceptive trade

practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100(\$500,000.00) DOLLARS.

420. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

421. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of \$5,500,000, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-THIRD CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR DECEPTIVE TRADE PRACTICES**

422. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "421" above with the same force and effect as is fully set forth herein at length.

423. Defendant RODRIGUEZ through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

424. Upon information and belief, Defendant NEVONE has been marketing their band under the banner and slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND".

425. Defendant RODRIGUEZ has repeatedly done so

intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

426. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

427. Based on the foregoing, Defendant RODRIGUEZ has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "LONG ISLAND'S ONLY PINK TRIBUTE BAND" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

428. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

429. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

430. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of \$5,500,000, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR DECEPTIVE TRADE PRACTICES**

431. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "430" above with the same force and effect as is fully set forth herein at length.

432. Defendant MCLAFFERTY through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

433. Upon information and belief, Defendant MCLAFFERTY has been marketing its band under the name "RESERVOIR DOGS".

434. Defendant MCLAFFERTY has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

435. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

436. Based on the foregoing, Defendant MCLAFFERTY has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "RESERVOIR DOGS" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

437. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

438. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

439. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of FIVE MILLION FIVE HUNDRED THOUSAND and 00/100 (\$5,500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-FIFTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR DECEPTIVE TRADE PRACTICES**

440. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "439" above with the same force and effect as is fully set forth herein at length.

441. Defendant MCLAFFERTY through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

442. Upon information and belief, Defendant MCLAFFERTY has been marketing its band under the name "FUNHOUSE".

443. Defendant MCLAFFERTY has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

444. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular.

445. Based on the foregoing, Defendant MCLAFFERTY has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "FUNHOUSE" and have profited by the reliance thereon by BONFANTE's customers and intended audience.

446. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

447. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

448. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of \$5,500,000, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-SIXTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR DECEPTIVE TRADE PRACTICES**

449. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "448" above with the same force and effect as is fully set forth herein at length.

450. Defendant MCLAFFERTY through its statements, representations, and marketing and promotional materials have repeatedly engaged in practices that are deceptive and misleading within the meaning of N.Y. General Business Law §349.

451. Upon information and belief, Defendant MCLAFFERTY has been marketing their band under the banner and slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND".

452. Defendant MCLAFFERTY has repeatedly done so intentionally, willfully, recklessly and maliciously, knowing that all such declarations are false with willful, wanton and reckless disregard for the truth.

453. Such deceptive trade practices have been and continue to be marketed to the general public and have an adverse impact on the public at large, and Plaintiff BONFANTE in particular. Based on the foregoing, Defendant MCLAFFERTY has engaged in fraudulent conduct by misrepresenting the nature and affiliation of his band as "LONG ISLAND'S ONLY PINK TRIBUTE BAND" and have

profited by the reliance thereon by BONFANTE's customers and intended audience.

454. As a result of the foregoing deceptive trade practices, Plaintiff has sustained damages in the amount to be determined at trial but believed to be not less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

456. By reason of the foregoing, Plaintiff is entitled to punitive damages in an amount to be determined at trial, but believed to be in excess of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

457. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of \$5,500,000, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-SEVENTH CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY AND LOYALTY**

458. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "457" above with the same force and effect as is fully set forth herein at length.

459. That at all times Defendant NEVONE had a fiduciary obligation to plaintiff BONFANTE.

460. That Defendant NEVONE breached such fiduciary obligation.

461. That Defendant RODRIGUEZ knowingly induced and/or participated in such breach.

462. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

463. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-EIGHTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY AND LOYALTY**

464. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "463" above with the same force and effect as is fully set forth herein at length.

465. That at all times Defendant NEVONE had a fiduciary obligation to plaintiff.

466. That Defendant NEVONE breached such fiduciary obligation.

467. That Defendant MCLAFFERTY knowingly induced and/or participated in such breach.

468. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a

result of such breach.

469. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A TWENTY-NINTH CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR TORTIOUS
INTERFERENCE WITH A PROSPECTIVE ECONOMIC ADVANTAGE**

470. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "469" above with the same force and effect as is fully set forth herein at length.

471. That at all times hereinafter mentioned, Plaintiff had a reasonable expectation of entering into a valid business relationship with Defendant NEVONE.

472. Defendant RODRIGUEZ knew of such expectation on the part of Plaintiff BONFANTE.

473. Defendant RODRIGUEZ interfered with such relationship between Plaintiff BONFANTE and Defendant NEVONE.

474. Defendant RODRIGUEZ's interference was intentional and purposeful and prevented Plaintiff's legitimate expectancy from ripening into a valid business relationship.

475. But for Defendant RODRIGUEZ's interference Plaintiff would have obtained such economic advantage.

476. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

477. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTIETH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR TORTIOUS
INTERFERENCE WITH A PROSPECTIVE ECONOMIC ADVANTAGE**

478. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "477" above with the same force and effect as is fully set forth herein at length.

479. That at all times hereinafter mentioned, Plaintiff had a reasonable expectation of entering into a valid business relationship with Defendant NEVONE.

480. Defendant MCLAFFERTY knew of such expectation on the part of Plaintiff.

481. Defendant MCLAFFERTY interfered with such relationship between Plaintiff and Defendant NEVONE.

482. Defendant MCLAFFERTY'S interference was purposeful and prevented Plaintiff's legitimate expectancy from ripening into a valid business relationship.

483. But for the Defendant MCLAFFERTY's interference Plaintiff would have obtained such economic advantage.

484. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

485. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-FIRST CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR TRADEMARK INFRINGEMENT
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

486. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "485" above with the same force and effect as is fully set forth herein at length.

487. At all times plaintiff has a valid mark entitled to protection under § 43(a) of the Lanham Act, 15 USC § 1125(a).

488. Defendant NEVONE has unfairly infringed on Plaintiff's mark.

489. Such infringement on the part of Defendant NEVONE is likely to cause confusion.

490. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a

result of such breach.

491. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRY-SECOND CAUSE OF ACTION AGAINST
DEFENDANT NEVONE FOR FALSE DESIGNATION OF ORIGIN
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

492. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "491" above with the same force and effect as is fully set forth herein at length.

493. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

494. Accordingly, Plaintiff is entitled to judgment against Defendant NEVONE in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-THIRD CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR TRADEMARK INFRINGEMENT
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

495. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "494" above with the same force and effect as is fully set forth

herein at length.

496. At all times plaintiff has a valid mark entitled to protection under § 43(a) of the Lanham Act, 15 USC § 1125(a).

497. Defendant RODRIGUEZ has unfairly infringed on Plaintiff's mark.

498. Such infringement on the part of Defendant RODRIGUEZ is likely to cause confusion.

499. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

500. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-FOURTH CAUSE OF ACTION AGAINST
DEFENDANT RODRIGUEZ FOR FALSE DESIGNATION OF ORIGIN
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

501. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "500" above with the same force and effect as is fully set forth herein at length.

502. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

503. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-FIFTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR TRADEMARK INFRINGEMENT
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

504. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "503" above with the same force and effect as is fully set forth herein at length.

505. At all times plaintiff has a valid mark entitled to protection under § 43(a) of the Lanham Act, 15 USC § 1125(a).

506. Defendant MCLAFFERTY has unfairly infringed on Plaintiff's mark.

507. Such infringement on the part of Defendant MCLAFFERTY is likely to cause confusion.

508. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

509. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-SIXTH CAUSE OF ACTION AGAINST
DEFENDANT MCLAFFERTY FOR FALSE DESIGNATION OF ORIGIN
UNDER § 43(A) OF THE LANHAM ACT, 15 USC § 1125(A)**

510. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "509" above with the same force and effect as is fully set forth herein at length.

511. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

512. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-SEVENTH CAUSE OF ACTION
AGAINST DEFENDANT NEVONE FOR FRAUD**

513. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "512" above with the same force and effect as is fully set forth herein at length.

514. At all times relevant herein, Defendant NEVONE by its words, conduct, and silence, have repeatedly made false representations of material facts to BONFANTE, such words, conduct, and silence being false at the time made.

515. That Defendant NEVONE knew that the representations were false when made.

516. That Plaintiff believed the Defendant's representations to be true at the time they were made and was thereby induced to act in reliance on said misrepresentations.

517. That upon information and belief such representations were false when made, were made recklessly and without regard to the actual facts and were made with the intention of deceiving and defrauding the Plaintiff, and with the intention of inducing Plaintiff to enter into a contract with Plaintiff BONFANTE.

518. That upon information and belief such representations were false when made, were made recklessly and without regard to the actual facts and were made with the intention of inducing reliance on the part of Plaintiff BONFANTE.

519. That at the time the misrepresentations were made, Plaintiff was ignorant of the falsity of NEVONE's representations and at all times relevant believed them to be true.

520. That at the time the misrepresentations were made, Plaintiff BONFANTE was ignorant of the falsity of NEVONE's representations and at all times relevant, but only discovered that fact on or about October 13th, 2013.

521. The Plaintiff did not discover the true facts with

respect to the misrepresentations until on or about October 13th, 2013, nor could it with reasonable diligence have discovered prior to tendering performance under the CONTRACT.

522. Plaintiff BONFANTE's reliance on NEVONE's misrepresentations were justified.

523. That at all times, Defendant NEVONE understood and acquiesced that Plaintiff BONFANTE was relying upon such representations made by NEVONE.

524. Plaintiff BONFANTE relied on NEVONE's false statements to his detriment, thereby impairing the BONFANTE's ability to fully mitigate its damages and was unable to protect its interest in the concept for BONFANTE's PINK tribute band, BONFANTE's ideas for band names, the time he had wasted investing in Defendant NEVONE, the integrity of the project as well as the opportunity to launch the first PINK tribute band ever in LONG Island, New York City, and its surrounding boroughs, the New York, metropolitan tri-state area, as well as the entire north east region.

525. That had the Plaintiff BONFANTE known the true character of Defendant NEVONE, and NEVONE's penchant for dishonesty, Plaintiff would not have entered into a contract with Defendant NEVONE.

526. By reason of Defendant NEVONE's foregoing

misrepresentation, Plaintiff was induced to act, or refrain from acting.

527. By reason of Defendant NEVONE's foregoing misrepresentations, Plaintiff has sustained damages and incurred expenses.

528. By reason of the foregoing, Plaintiff has been damaged in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

529. Accordingly, Plaintiff is entitled to in an amount to be determined at trial, but for no less than FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS plus costs, attorneys' fees and interest from October 13th, 2013.

530. That as a result of the foregoing, Plaintiff demands FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS plus interest from October 13, 2013 in compensatory damages and TEN MILLION and 00/100 (\$10,000,000.00) DOLLARS in punitive damages.

**AS AND FOR A THIRTY-EIGHTH CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ FOR FRAUD**

531. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "530" above with the same force and effect as is fully set forth herein at length.

532. Defendant RODRIGUEZ knew of, aided and abetted the above-described fraud on the part of NEVONE.

533. By reason of the foregoing, Plaintiff has been damaged in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

534. Accordingly, Plaintiff is entitled to in an amount to be determined at trial, but for no less than \$500,000.00 plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A THIRTY-NINTH CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY FOR FRAUD**

535. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "534" above with the same force and effect as is fully set forth herein at length.

536. MCLAFFERTY knew of, aided and abetted the above-described fraud on the part of NEVONE.

537. By reason of the foregoing, Plaintiff has been damaged in excess of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS.

538. Accordingly, Plaintiff is entitled to in an amount to be determined at trial, but for no less than \$500,000.00 plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FORTIETH CAUSE OF ACTION
AGAINST DEFENDANT RODRIGUEZ CONSPIRACY FOR FRAUD**

539. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "538"

above with the same force and effect as is fully set forth herein at length.

540. That at all times hereinafter mentioned, Defendants RODRIGUEZ and NEVONE had an agreement to steal Plaintiff BONFANTE's concept.

541. That Defendants NEVONE and RODRIGUEZ committed overt acts in furtherance of said agreement.

542. That Defendant RODRIGUEZ' participation in the furtherance of a plan with Defendant NEVONE was intentional.

543. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

544. Accordingly, Plaintiff is entitled to judgment against Defendant RODRIGUEZ in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FORTY-FIRST CAUSE OF ACTION
AGAINST DEFENDANT MCLAFFERTY CONSPIRACY FOR FRAUD**

545. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "544" above with the same force and effect as is fully set forth herein at length.

546. That at all times hereinafter mentioned, Defendants RODRIGUEZ and NEVONE had an agreement to steal Plaintiff

BONFANTE's concept.

547. That Defendants NEVONE and MCLAFFERTY committed overt acts in furtherance of said agreement.

548. That Defendant MCLAFFERTY' participation in the furtherance of said plan was intentional.

549. Plaintiff BONFANTE suffered damages in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS as a result of such breach.

550. Accordingly, Plaintiff is entitled to judgment against Defendant MCLAFFERTY in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 (\$250,000.00) DOLLARS, plus costs, attorneys' fees and interest from October 13, 2013.

**AS AND FOR A FORTY-SECOND CAUSE OF ACTION AGAINST
DEFENDANTS NEVONE RODRIGUEZ AND MCLAFFERTY FOR IRREPARABLE HARM**

551. The Plaintiff, repeats, reiterates and re-alleges the allegations contained in paragraphs numbered "1" through "550" above with the same force and effect as is fully set forth herein at length.

552. Plaintiff will suffer irreparable harm if the Defendants are permitted to continue to hold themselves out as "FUNHOUSE".

553. Plaintiff will suffer irreparable harm if the Defendants are permitted to continue to hold themselves out as "RESERVOIR DOGS".

554. Plaintiff will suffer irreparable harm if the Defendants are permitted to continue to hold themselves out as "LONG ISLAND'S ONLY PINK TRIBUTE BAND".

555. Plaintiff will suffer irreparable harm if the Defendants are permitted to continue to perform in any capacity as a "PINK TRIBUTE BAND".

556. Plaintiff will suffer irreparable harm if the Defendants are permitted to promote and market their musical group as a PINK Tribute Band in any market in which Plaintiff BONFANTE intends to perform with his PINK Tribute Band.

557. Plaintiff will suffer irreparable harm if the Defendants are permitted to promote and market their musical group as a PINK tribute band, under the name "RESERVOIR DOGS".

558. Plaintiff will suffer irreparable harm if the Defendants are permitted to promote and market their musical group as a PINK tribute band, under the name "FUNHOUSE".

559. CPLR §6301 empowers this Court to grant permanent injunctive relief.

560. Defendants' actions have been continuous and threaten to continue in the future causing irreparable damages to Plaintiff in that Plaintiff will not be able to use the concept which Defendant stole from Plaintiff.

561. Additionally, there is an imminent threat to Plaintiff

as a result of Defendants' misuse of the concept and name Funhouse. Defendants' first performance is scheduled for April 26th, 2014.

562. Accordingly, Plaintiffs seek a permanent injunction enjoining Defendants NEVONE, RODRIGUEZ and MCLAFFERTY, their agents, servants, employees, attorneys, assigns and representatives, as well as any other entities affiliated in any way with Defendants NEVONE, RODRIGUEZ and MCLAFFERTY from:

(i) performing live as a PINK tribute band;

(ii) from soliciting any further engagements as a PINK tribute band, at anytime, anywhere, from this day forward in perpetuity;

(iii) from advertising, marketing and/or promoting themselves, and each defendant individually and/or collectively as a PINK tribute band;

(iv) from using the name "RESERVOIR DOGS" in anyway, at any time, from this day forward in perpetuity, whatsoever in commerce;

(v) from using the name "FUNHOUSE" in anyway, at any time from this day forward in perpetuity whatsoever in commerce;

(vi) from advertising themselves and each of them, individually and/or collectively as "LONG ISLAND'S ONLY PINK TRIBUTE BAND";

(vii) in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", and/or the banner, moniker and/or slogan a "PINK Tribute band";

(viii) from advertising marketing and/or promoting themselves and each of them, individually and/or collectively as a PINK Tribute band; from advertising marketing and/or promoting any band that any individual defendant(s) is/are member(s) of in commerce under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan, "LONG ISLAND'S ONLY PINK TRIBUTE BAND", and/or the banner, moniker and/or slogan "PINK" Tribute band";

(ix) from in any way deriving income from any source whatsoever under the guise, slogan, moniker, banner and/or mantra of a "PINK" tribute band;

(x) from holding themselves out to the public as a PINK tribute band; from holding themselves and each defendant individually and/or collectively as a PINK tribute band at anytime;

(xi) from further disclosing and/or disseminating any of the ideas, concepts, confidential information and/or trade secrets that defendants stole from plaintiff, thereby depriving BONFANTE of the benefit to take part, participate and/or

otherwise derive a profit from, and/or exploit his plan to form a Pink tribute band;

(xii) such other and further relief as the Court deems just and proper.

AND IT IS FURTHER ORDERED, that pending the hearing and determination of this motion, the defendants and/or their directors, officers, agents or employees are temporarily restrained and enjoined, pursuant to CPLR § 6313, from:

(i) performing live as a PINK tribute band; (ii) from soliciting any further engagements as a PINK tribute band, at anytime, anywhere, from this day forward in perpetuity; (iii) from advertising, marketing and/or promoting themselves, and each defendant individually and/or collectively as a PINK tribute band; (iv) from using the name "RESERVOIR DOGS" in anyway, at any time, from this day forward in perpetuity, whatsoever in commerce; (v) from using the name "FUNHOUSE" in anyway, at any time from this day forward in perpetuity whatsoever in commerce; (vi) from advertising themselves and each of them, individually and/or collectively as "LONG ISLAND'S ONLY PINK TRIBUTE BAND"; (vii) in anyway performing under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan "LONG ISLAND'S ONLY PINK TRIBUTE BAND", and/or the banner, moniker and/or slogan a "PINK Tribute band"; (viii) from

advertising marketing and/or promoting themselves and each of them, individually and/or collectively as a Pink Tribute band; (ix) from advertising marketing and/or promoting any band that any individual defendant(s) is/are member(s) of in commerce under the name "RESERVOIR DOGS", "FUNHOUSE" and/or the banner, moniker and/or slogan, "LONG ISLAND'S ONLY PINK TRIBUTE BAND", and/or the banner, moniker and/or slogan "PINK" Tribute band"; (x) from in any way deriving income from any source whatsoever under the guise, slogan, moniker, banner and/or mantra of a "PINK" tribute band; (xi) from holding themselves out to the public as a PINK tribute band and each defendant individually and/or collectively as a PINK tribute band at anytime; (xii) from referring to themselves on the internet as a "PINK" tribute band; (xiii) from further disclosing and/or disseminating any of the ideas, concepts, confidential information and/or trade secrets that defendants stole from plaintiff, thereby depriving BONFANTE of the benefit to take part, participate and/or otherwise derive a profit from, and/or exploit his plan to form a Pink tribute band; (xiv) such other and further relief as the Court deems just and proper.

563. The Plaintiff BONFANTE has no adequate remedy at law.

WHEREFORE, the plaintiff demands judgment against the defendant jointly and severally therein on the first cause of

action in an amount which exceeds the jurisdictional limits of all lower courts, and in the second cause of action in an amount which exceeds the jurisdictional limits of all lower courts, plus interest, together with the costs and disbursements of this action.

Dated: Hauppauge, New York
April 22, 2014



Charles Bonfante III, Esq.

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

CHARLES BONFANTE III, being duly sworn, deposes and says:

I am the Plaintiff in the action herein; I have read the annexed COMPLAINT and know the contents thereof and the same are true to the best of my knowledge, except those matters contained therein which are stated to be alleged on information and belief and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon relevant documents and papers in my possession.


CHARLES BONFANTE III

Sworn to before me this
22nd day of April, 2014.


NOTARY PUBLIC

CONSTANCE COSCIA
NOTARY PUBLIC, State of New York
No. 01C06065507, Suffolk County
Commission Expires October 22, 2017