

**the JASMINE BRAND**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
DONNA ENOE,

**the JASMINE BRAND**  
Plaintiff,

**SUMMONS**

-against-

Plaintiff designates Queens  
County as the Place of Trial

Plaintiff,

The basis of venue is the  
situs of the injury

**the JASMINE BRAND**

TREMAINE ALDON NEVERSON  
a/k/a TREY SONGZ,

**the JASMINE BRAND**  
Defendant.

Jury Trial Demanded

-----X  
TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service if this summons is not personally delivered to you within the State of New York. Your time to appear may be extended as provided in subdivision (b) of CPLR 3012.

**the JASMINE BRAND**

TAKE NOTICE that this is an action for PERSONAL INJURIES for damages in excess of the jurisdictional limit. In case of your failure to appear or answer, an inquest will be taken against you by default to set the damages, plus the costs and disbursements of this action.

**the JASMINE BRAND**

A copy of the Summons with Notice will be filed with the Supreme Court of the State of New York, County of Queens, 88-11 Sutphin Blvd, Jamaica, NY 11435.

**the JASMINE BRAND**

Dated: New York, New York  
October 31, 2012

Yours, etc.

**the JASMINE BRAND**



Leonard Zack & Associates  
Attorneys for Plaintiff **the JASMINE BRAND**  
405 Park Avenue, Suite 1001  
New York, New York 10022

TO: TREMAINE ALDON NEVERSON a/k/a TREY SONGZ  
Defendant **the JASMINE BRAND**  
801 Brickell Key Boulevard, Apartment 2408  
Miami, Florida, 33131

**the JASMINE BRAND**

**the JASMINE BRAND**  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
DONNA ENOE,

**the JASMINE BRAND**  
Plaintiff,

**VERIFIED COMPLAINT**

-against-

Index #:

TREMAINE ALDON NEVERSON  
a/k/a TREY SONGZ, **the JASMINE BRAND**  
**the JASMINE BRAND**  
Defendant.

Jury Trial Demanded  
**the JASMINE BRAND**

-----X

Plaintiff, DONNA ENOE, by her attorneys, LEONARD ZACK & ASSOCIATES,

respectfully alleges as follows:

**the JASMINE BRAND**

1. That, at all times hereinafter mentioned, the plaintiff, DONNA ENOE, was and still is a resident of 368 Sand Lane, Staten Island, New York, 10305.
2. That, upon information and belief, at all times hereinafter mentioned, the defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, was and still is a rap artist **the JASMINE BRAND** residing at 801 Brickell Key Boulevard, Apartment 2408, Miami, Florida, 33131.

**ALLEGATIONS APPLICABLE  
TO ALL CAUSES OF ACTION**

**the JASMINE BRAND**

3. That on or around August 22, 2012, Plaintiff DONNA ENOE was lawfully at Club Perfection (the "Club") located at 62-05 30th Avenue, Woodside Queens NY 11103. **the JASMINE BRAND**
4. That Plaintiff DONNA ENOE was at the Club to see a performance by Defendant **the JASMINE BRAND** TREMAINE ALDON NEVERSON a/k/a TREY SONGZ.

5. That Plaintiff DONNA ENOE was rightfully within the VIP section at the Club.

**the JASMINE BRAND**

**the JASMINE BRAND**

**the JASMINE BRAND**

6. That in or around 3:30 A.M. on or around August 22, 2012 Plaintiff DONNA ENOE **the JASMINE BRAND** saw Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ in the VIP section with his entourage.

**the JASMINE BRAND**

7. That Plaintiff DONNA ENOE noticed that other patrons were photographing **the JASMINE BRAND** Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ.

8. That Plaintiff DONNA ENOE then photographed Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ. **the JASMINE BRAND**

**the JASMINE BRAND**

9. That Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ grabbed Plaintiff's phone and attempted to delete the photos from the phone, prompting Club security to intervene.

**the JASMINE BRAND**

10. That Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ proceeded to throw money at Plaintiff DONNA ENOE.

11. That on or about the 21<sup>st</sup> day of August, 2012, at approximately 3:30 A.M., the **the JASMINE BRAND** plaintiff, DONNA ENOE, was seriously injured when Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ threw money at her face.

**the JASMINE BRAND**

12. As a result of the foregoing, Plaintiff DONNA ENOE has a scratched right cornea, a contusion, and other injuries.

13. Upon information and belief, at all times hereinafter mentioned, the occurrence and **the JASMINE BRAND** the resulting injuries to the plaintiff were caused by actions of Defendant TREMAINE **the JASMINE BRAND** ALDON NEVERSON a/k/a TREY SONGZ.

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**the JASMINE BRAND**  
**AS AND FOR A FIRST CAUSE OF ACTION**

14. Plaintiff, DONNA ENOE, repeats and realleges each and every allegation contained **the JASMINE BRAND** in paragraphs one (1) through thirteen (13) as though fully set forth and at length herein.

15. That there was bodily contact between Plaintiff DONNA ENOE and Defendant **the JASMINE BRAND** TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, that the contact was offensive, and that the defendant intended to make contact without the plaintiff's consent.

16. As a direct and proximate result of the battery by the Defendant TREMAINE ALDON **the JASMINE BRAND** NEVERSON a/k/a TREY SONGZ, plaintiff, DONNA ENOE, sustained severe injuries, **the JASMINE BRAND** including but not limited to blurred vision, a contusion, a black eye, a scratched cornea, mental distress, and has been caused to suffer and will, for a long time to come, continue to suffer severe physical and mental anguish as a result therefore, and upon information **the JASMINE BRAND** and belief, these injuries are of a permanent and lasting nature.

17. As a further direct and proximate result of the battery by the defendant, the plaintiff, DONNA ENOE, has been, and in the future may be, forced to expend large and **the JASMINE BRAND** various sums of money for medical services, and may be obligated to continue to expend **the JASMINE BRAND** such sums or incur such expenditures for an indefinite time in the future.

18. As a further direct and proximate result of the battery by the defendant, the plaintiff, DONNA ENOE, has been and may continue to be prevented from attending to her **the JASMINE BRAND** usual activities, duties and obligations.

**the JASMINE BRAND**  
19. By reason of the foregoing, the plaintiff, DONNA ENOE, has been damaged in **the JASMINE BRAND** excess of the jurisdictional limit.

**the JASMINE BRAND**

**AS AND FOR A SECOND CAUSE OF ACTION**

**the JASMINE BRAND**

20. Plaintiff, DONNA ENOE, repeats and realleges each and every allegation contained in paragraphs one (1) through nineteen (19) as though fully set forth and at length herein.

**the JASMINE BRAND**

21. That there was physical conduct by Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ. Defendant's conduct placed the plaintiff in imminent apprehension of harmful contact

**the JASMINE BRAND**

22. As a direct and proximate result of the assault by the Defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, plaintiff, DONNA ENOE, sustained mental distress, and has been caused to suffer and will, for a long time to come, continue to suffer severe mental anguish as a result therefore.

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**the JASMINE BRAND**

23. As a further direct and proximate result of the assault by the defendant, the plaintiff, DONNA ENOE, has been, and in the future may be forced to expend large and various sums of money for medical services, and may be obligated to continue to expend such sums or incur such expenditures for an indefinite time in the future.

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**the JASMINE BRAND**

24. As a further direct and proximate result of the assault by the defendant, the plaintiff, DONNA ENOE, has been, and may continue to be, prevented from attending to her usual activities, duties and obligations.

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25. By reason of the foregoing, the plaintiff, DONNA ENOE, has been damaged in excess of the jurisdictional limit.

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**the JASMINE BRAND**

**the JASMINE BRAND**

**AS AND FOR A THIRD CAUSE OF ACTION**

26. Plaintiff, DONNA ENOE, repeats and realleges each and every allegation contained in paragraphs one (1) through twenty-five (25) as though fully set forth and at length herein.

**the JASMINE BRAND**

27. That the accident and the injuries resulting to the plaintiff therefrom were directly and proximately caused by reason of the negligence, carelessness and recklessness of the defendant.

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28. That the negligence of the defendant consisted of:

**the JASMINE BRAND**

a. Causing a hazardous and dangerous condition to exist; and

b. Otherwise failing to exercise appropriate care under the circumstances as may become evident during discovery and as may be shown at trial.

**the JASMINE BRAND**

29. As a direct and proximate result of the negligence, carelessness, and recklessness of the defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, plaintiff, DONNA ENOE, sustained severe injuries, including but not limited to blurred vision, a contusion, a black eye, a scratched cornea, mental distress, and has been caused to suffer and will, for a long time to come, continue to suffer severe physical and mental anguish as a result therefore, and upon information and belief, these injuries are of a permanent and lasting nature.

**the JASMINE BRAND**

30. As a further direct and proximate result of the negligence, carelessness and recklessness of the defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, the plaintiff, DONNA ENOE, has been, and in the future may be forced to expend large and

**the JASMINE BRAND**

**the JASMINE BRAND**

various sums of money for medical services, and may be obligated to continue to expend such sums or incur such expenditures for an indefinite time in the future.

**the JASMINE BRAND**

31. As a further direct and proximate result of the negligence, carelessness and recklessness of the defendant TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, the plaintiff, DONNA ENOE, has been and may continue to be prevented from attending to her usual activities, duties and obligations.

**the JASMINE BRAND**

32. By reason of the foregoing, the plaintiff, DONNA ENOE, has been damaged in excess of the jurisdictional limit.

**the JASMINE BRAND**

WHEREFORE, Plaintiff, DONNA ENOE, demand judgment as follows:

On the first cause of action, judgment in favor of plaintiff, DONNA ENOE, and against defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, in the sum in excess of the jurisdictional limits, together with interest and the costs and disbursements of this action as well as any other relief that the Court deems just and proper.

On the second cause of action, judgment in favor of plaintiff, DONNA ENOE, and against defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, in the sum in excess of the jurisdictional limits, together with interest and the costs and disbursements of this action as well as any other relief that the Court deems just and proper.

On the third cause of action, judgment in favor of plaintiff, DONNA ENOE, and against defendant, TREMAINE ALDON NEVERSON a/k/a TREY SONGZ, in the sum in excess of the jurisdictional limits, together with interest and the costs and disbursements of this action as well as any other relief that the Court deems just and proper.

**the JASMINE BRAND**

**the JASMINE BRAND**

Dated: New York, New York  
October 31, 2012

**the JASMINE BRAND**

Yours etc.,

**the JASMINE BRAND**

Leonard Zack, Esq.

Leonard Zack & Associates

Attorneys for Plaintiff

DONNA ENOE **the JASMINE BRAND**

405 Park Avenue

10<sup>th</sup> Floor

New York, New York 10022

(212) 754-4050

**the JASMINE BRAND**



**VERIFICATION**

**the JASMINE BRAND**

**STATE OF NEW YORK** )

) ss.:

**COUNTY OF NEW YORK** )

**the JASMINE BRAND**

**DONNA ENOE**, being duly sworn, deposes and says that she is

Plaintiff in the above-entitled action, that she has read the foregoing Complaint

**the JASMINE BRAND**

and knows the contents thereof, and that the same is true of her own

knowledge, except as to matters therein stated to be alleged on information and

belief, and as to those matters she believes them to be true.

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**the JASMINE BRAND**

**the JASMINE BRAND**

*[Handwritten Signature]*

**the JASMINE BRAND**

**DONNA ENOE**

**the JASMINE BRAND**

Sworn to before me this 14th day of May 2012

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public  
**the JASMINE BRAND**

ZACK LEONARD  
 NOTARY PUBLIC STATE OF NEW YORK  
 NEW YORK COUNTY  
 LIC. #022A6020150  
 COMM. EXPIRES 07-19-2013