

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

ERIC ROWE,

Plaintiff,

Index No.: 155902/2012

-against-

AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
AEG LIVE NY, LLC and STRIKE FORCE OF NEW
JERSEY, INC.,

THIRD-PARTY SUMMONS

Defendants.

-----X

AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
and AEG LIVE NY, LLC,

Third-Party Plaintiffs,

Third-Party
Index No:

-against-

MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC.
and ARMANDO PEREZ a/k/a PITBULL,

Third-Party Defendants.

-----X

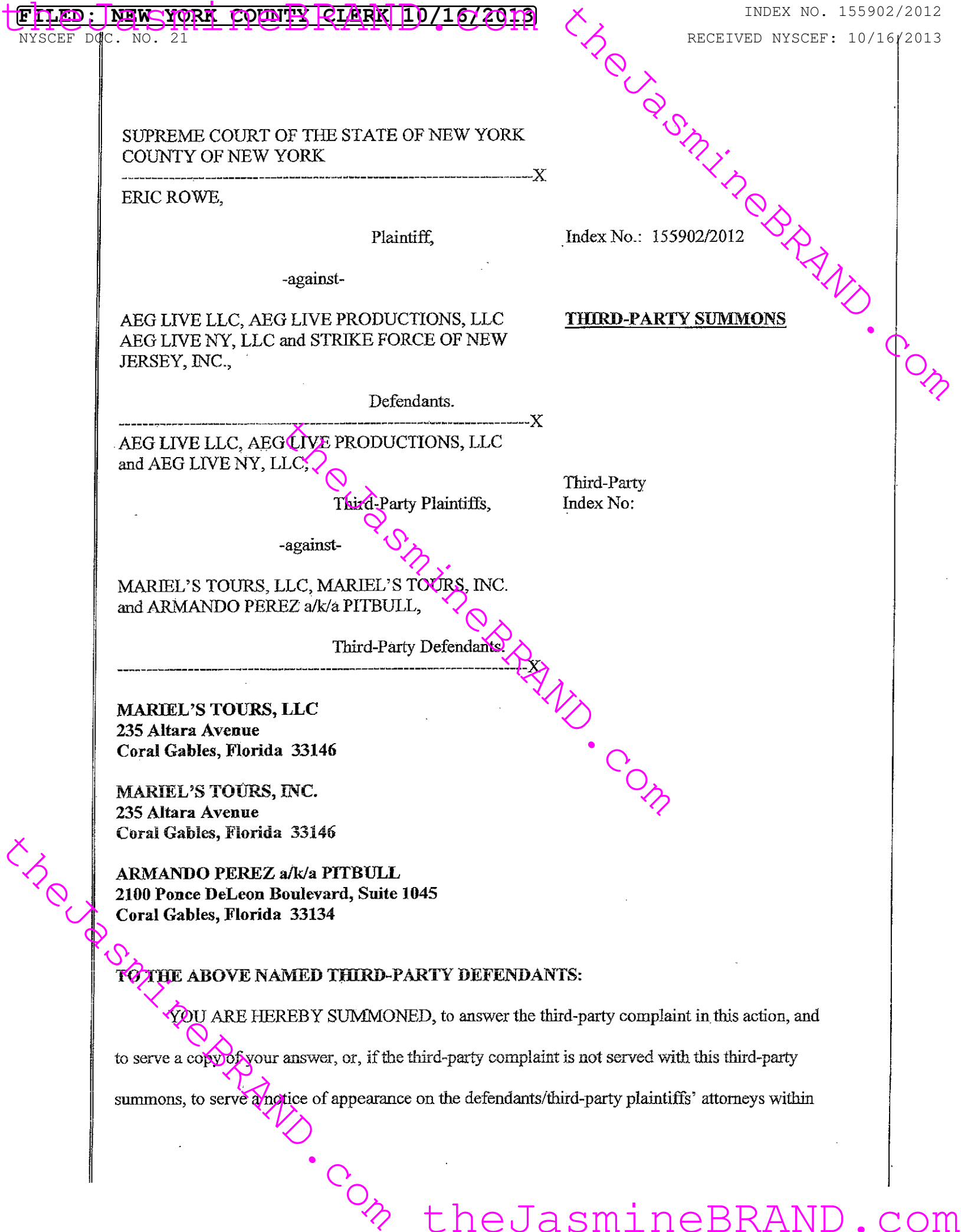
MARIEL'S TOURS, LLC
235 Altara Avenue
Coral Gables, Florida 33146

MARIEL'S TOURS, INC.
235 Altara Avenue
Coral Gables, Florida 33146

ARMANDO PEREZ a/k/a PITBULL
2100 Ponce DeLeon Boulevard, Suite 1045
Coral Gables, Florida 33134

TO THE ABOVE NAMED THIRD-PARTY DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the third-party complaint in this action, and
to serve a copy of your answer, or, if the third-party complaint is not served with this third-party
summons, to serve a notice of appearance on the defendants/third-party plaintiffs' attorneys within



twenty (20) days after the service of this third-party summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within the thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the third-party complaint.

DATED: Uniondale, New York
October 16, 2013

Yours, etc.,

RIVKIN RADLER LLP
Attorneys for Defendants/Third-Party Plaintiffs,
AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
and AEG LIVE NY, LLC

By 

FRANK RAIMA, ESQ.
926 RXR Plaza
Uniondale, New York 11556-0926
(516) 357-3000
RR File No.: 011663-05002

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ERIC ROWE,

Plaintiff,

Index No.: 155902/2012

-against-

AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
AEG LIVE NY, LLC and STRIKE FORCE OF NEW
JERSEY, INC.,

THIRD-PARTY COMPLAINT

Defendants.

-----X
AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
and AEG LIVE NY, LLC,

Third-Party Plaintiffs,

Third-Party
Index No:

-against-

MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC.
and ARMANDO PEREZ a/k/a PITBULL,

Third-Party Defendants.

-----X
The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, by their counsel, RIVKIN RADLER LLP, as and for their third-party complaint against the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, allege the following upon information and belief:

1. On or about August 29, 2012, the plaintiff, ERIC ROWE, commenced an action against AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC. A copy of the Summons and Complaint, dated August 29, 2012, is annexed hereto as Exhibit "A." As can be seen from a review of the plaintiff's Complaint, the plaintiff, ERIC ROWE was the personal bodyguard of the performing artist, ARMANDO PEREZ a/k/a PITBULL, and alleges that he was

injured during a performance by ARMANDO PEREZ a/k/a PITBULL at the Best Buy Theater in the City and County of New York on June 24, 2010.

2. The plaintiff, ERIC ROWE, was the agent of ARMANDO PEREZ a/k/a PITBULL, and was acting within the scope of his engagement by ARMANDO PEREZ a/k/a PITBULL, at the time the plaintiff, ERIC ROWE, was allegedly injured.

3. On or about September 24, 2012, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC served an Answer to the Complaint and denied the material allegations therein. A copy of the Verified Answer dated September 20, 2012 is annexed hereto as Exhibit "B."

4. On or about March 20, 2013, the plaintiff, ERIC ROWE, served a First Amended Complaint which named STRIKE FORCE OF NEW JERSEY, INC. as an additional defendant. A copy of plaintiff's First Amended Complaint dated March 20, 2013 is annexed hereto as Exhibit "C."

5. On or about March 27, 2013, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC served an Answer to First Amended Complaint and denied the material allegations therein. A copy of the Answer to plaintiff's First Amended Complaint is annexed hereto as Exhibit "D."

6. The co-defendant, STRIKE FORCE OF NEW JERSEY, INC., filed a Verified Answer to plaintiff's First Amended Complaint dated May 3, 2013, a copy of which is annexed hereto as Exhibit "E."

THE PARTIES

7. At all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE LLC, was and still is a foreign corporation, organized and existing under the laws of the State of Delaware authorized to do business in the State of New York.

8. At all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE PRODUCTIONS, LLC, was and still is a foreign corporation, organized and existing under the laws of the State of Delaware authorized to do business in the State of New York.

9. At all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE NY, LLC, was and still is a foreign corporation, organized and existing under the laws of the State of Delaware authorized to do business in the State of New York.

10. At all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE PRODUCTIONS, LLC, was and is a subsidiary of the defendant and third-party plaintiff, AEG LIVE LLC.

11. At all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE NY, LLC, was and is a subsidiary of the defendant and third-party plaintiff, AEG LIVE LLC.

12. At all times hereinafter mentioned, the third-party defendant, MARIEL'S TOURS, LLC, was a limited liability company organized and existing under the laws of the State of Florida with an office located at 235 Altara Avenue, Coral Gables, Florida 33146 that is duly authorized to do business in the State of New York.

13. At all times hereinafter mentioned, the third-party defendant, MARIEL'S TOURS, INC., is a corporation organized and existing under the laws of the State of Florida with an office

located at 235 Altara Avenue, Coral Gables, Florida 33146 that is duly authorized to do business in the State of New York.

14. At all times hereinafter mentioned, the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, was and is an individual residing in the State of Florida.

15. At all times hereinafter mentioned, the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, was and is a person over the age of eighteen.

JURISDICTION AND VENUE

16. Jurisdiction is proper as to the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, because they have transacted business within the State of New York relating to the subject matter of this action.

17. Jurisdiction is also proper as to the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, because they have committed tortious acts within the State of New York.

18. Venue is proper in the County of New York because the plaintiff, ERIC ROWE, designated the County of New York as the place of venue in the main action and defendant and third-party plaintiff, AEG LIVE NY, LLC, maintains an office in the County of New York.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST THIRD-PARTY DEFENDANTS**

19. The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, repeat, reiterate, and reallege each and every allegation contained in the preceding paragraphs "1" through "18" with the same force and effect as if set forth fully therein.

20. That at all times hereinafter mentioned, the third-party defendants, MARIEL'S TOURS, LLC and MARIEL'S TOURS, INC., were and are engaged in providing the services of the

third-party defendant, ARMANDO PEREZ a/k/a PITBULL, for a series of live concert performances including the live concert performance at the Nokia Theater¹ in the City and County of New York on June 24, 2010.

21. That at all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE LLC, was engaged in promoting a series of live concert performances including the live concert performance of the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, at the Nokia Theater in the City and County of New York on June 24, 2010.

22. That at all times hereinafter mentioned, the defendant and third-party plaintiff, AEG LIVE NY, LLC, was engaged in producing entertainment events at the Nokia Theater in the City and County of New York including the live concert performance of the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, on June 24, 2010.

23. Prior to June 24, 2010, there was an Agreement in existence between the third-party plaintiff, AEG LIVE LLC, and the third-party defendant, MARIEL'S TOURS, LLC, wherein the third-party defendant, MARIEL'S TOURS, LLC, as Producer, agreed to furnish the services of the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, as Artist, to defendant and third-party plaintiff, AEG LIVE LLC, as Purchaser. A copy of the Agreement dated May 26, 2010 together with Addendum A, dated May 25, 2010, (collectively referred to as "the Agreement") is annexed hereto as Exhibit "F."

24. As an inducement for the defendant and third-party plaintiff, AEG LIVE LLC, to enter into the Agreement with the third-party defendant, MARIEL'S TOURS, LLC, the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, executed an Inducement Letter dated June 8, 2010 which is annexed to Addendum A to the agreement.

¹ Upon information and belief, the Nokia Theater was renamed the Best Buy Theater on or about September 14, 2010.

25. Pursuant to the Inducement Letter, the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, assumed all of the obligations, warranties and undertakings to the defendant and third-party plaintiff, AEG LIVE LLC, on the part of the third-party defendant, MARIEL'S TOURS, LLC, contained in the Agreement.

26. The third-party defendant, ARMANDO PEREZ a/k/a PITBULL, agreed in the Inducement Letter that his liability is direct and immediate and is not conditioned upon the pursuit by the defendant and third-party plaintiff, AEG LIVE LLC, of any remedy the defendant and third-party plaintiff, AEG LIVE LLC, may have against the third-party defendant, MARIEL'S TOURS, LLC.

27. Pursuant to the Agreement, the third-party defendant, MARIEL'S TOURS, LLC (as "Artistco"), agreed to indemnify and hold harmless the third-party plaintiff, AEG LIVE LLC (as "Promoter") and its parents, subsidiaries, officers, members, directors, employees, agents and representatives from any and all claims, losses, liabilities, judgments, suits, actions, damages and expenses, including reasonable outside attorneys' fees, arising out of or related to the negligence or wrongful acts or omissions of MARIEL'S TOURS, LLC, ARMANDO PEREZ a/k/a PITBULL and/or the Tour Party, "arising out of or related to (a) Artistco's breach of any of Artistco's obligations under this Agreement; and (b) the negligence or wrongful acts or omissions . . . of Artistco, Artist and/or the Tour Party, if any, in connection with a Tour Event(s)."

28. The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, are entitled to all of the representations, warranties, covenants and clauses accruing to their benefit under the aforesaid Agreement and Inducement Letter.

29. If the plaintiff, ERIC ROWE, was caused to sustain the damages alleged in the First Amended Complaint, and a judgment is obtained against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, for those injuries and damages, the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, will be damaged thereby and the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, will be responsible therefor by virtue of the aforesaid Agreement and Inducement Letter, as the plaintiff, ERIC ROWE, was a member of the Tour Party.

30. That by reason of the foregoing, the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, will be liable to the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, and contractually bound to indemnify AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, in the event of a recovery against them by the plaintiff, ERIC ROWE, and bound to pay to the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, the amount of any such recovery, together with costs, disbursements and attorneys' fees.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST THIRD-PARTY DEFENDANTS**

31. The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, repeat, reiterate, and reallege each and every allegation contained in the preceding paragraphs "1" through "30" with the same force and effect as if set forth fully therein.

32. That if the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, are found liable to the plaintiff, ERIC ROWE,

then such liability shall derive from the active primary and affirmative wrongdoing of the third-party defendants, MARIEL'S TOURS LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, with the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, having committed no active negligence.

33. That if the plaintiff, ERIC ROWE, obtains judgment herein as against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, then the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, are entitled to common law indemnification from the third-party defendants, MARIEL'S TOURS LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, for their negligence in causing the damages alleged in the plaintiff's First Amended Complaint.

AS AND FOR A THIRD CAUSE OF ACTION
AGAINST THIRD-PARTY DEFENDANTS

34. The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, repeat, reiterate, and reallege each and every allegation contained in the preceding paragraphs "1" through "33" with the same force and effect as if set forth fully therein.

35. That if the plaintiff, ERIC ROWE, was caused to sustain damages as complained of in the First Amended Complaint, by reason of negligence, carelessness, recklessness or other culpable conduct other than his own, then said damages were caused in whole or in part or were contributed to by reason of the culpable conduct, negligence, carelessness and/or recklessness of the third-party defendants, MARIEL'S TOURS LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL.

36. That if the plaintiff, ERIC ROWE, obtains judgment herein as against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, then the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, will be liable in contribution to the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC, according to the respective degree of negligence and fault of the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, to be ascertained, determined, and adjudicated at trial.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST THIRD-PARTY DEFENDANTS**

37. The defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, repeat, reiterate, and reallege each and every allegation contained in the preceding paragraphs "1" through "36" with the same force and effect as if set forth fully therein.

38. Pursuant to the Agreement, the third-party defendant, MARIEL'S TOURS, LLC, was obligated to procure insurance, including comprehensive general liability insurance, naming the defendant and third-party plaintiff, AEG LIVE LLC, as an "Additional Insured" for the purpose of protecting the defendant and third-party plaintiff, AEG LIVE LLC, from any expense and/or liability arising out of, alleged to arise out of, or related to or connected with the services provided by the third-party defendant, MARIEL'S TOURS, LLC.

39. Pursuant to the Inducement Letter, the third-party defendant, ARMANDO PEREZ a/k/a PITBULL, assumed all of the obligations, warranties and undertakings of the third-party defendant, MARIEL'S TOURS, LLC, in the Agreement.

40. Upon information and belief, the third-party defendants, MARIEL'S TOURS, LLC and ARMANDO PEREZ a/k/a PITBULL, failed to procure insurance for its services in the State of New York and as such, the defendant and third-party plaintiff, AEG LIVE LLC, is not an "additional insured" on a policy issued to the third-party defendants, MARIEL'S TOURS, LLC and/or ARMANDO PEREZ a/k/a PITBULL, in force in New York, in breach of the insurance provisions of the Agreement.

41. The third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, are obligated to defend and indemnify the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, by reason of a breach of contract including the failure to procure insurance naming the defendant and third-party plaintiff, AEG LIVE LLC, as an additional insured on a policy of general liability insurance, and therefore the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, are liable for all inherent costs and incidental expenses, including disbursements and attorneys' fees, and must immediately defend and indemnify the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, for all claims brought by the plaintiff, ERIC ROWE, in this action.

WHEREFORE, the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS LLC and AEG LIVE NY, LLC, demand judgment dismissing the plaintiff's First Amended Complaint and, in the event that a judgment is entered against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC, demand judgment over and against the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, as follows: (a) Pursuant to the First Cause of Action, contractual indemnification for all damages, costs, disbursements and

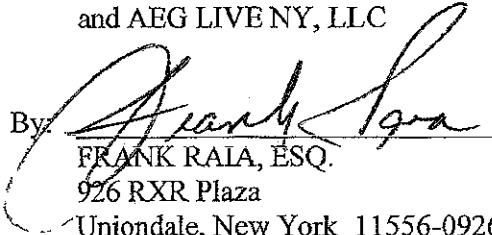
reasonable attorneys' fees as may be determined in this action against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC;

(b) Pursuant to the Second Cause of Action, common law indemnification of the whole amount of any judgment rendered, claimed or obtained against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC; (c) Pursuant to the Third Cause of Action, contribution or the proportionate share according to the respective degree of fault of the third-party defendants, MARIEL'S TOURS, LLC, MARIEL'S TOURS, INC. and ARMANDO PEREZ a/k/a PITBULL, of any amount of any judgment rendered, claimed, or obtained against the defendants and third-party plaintiffs, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and/or AEG LIVE NY, LLC; and (d) Pursuant to the Fourth Cause of Action, all damages and other relief as may be determined by reason of the failure to procure insurance by the third-party defendants, MARIEL'S TOURS, LLC and ARMANDO PEREZ a/k/a PITBULL, in accordance with the provisions and laws of the State of New York and New York Practice Law and Rules, together with costs, disbursements and attorneys' fees arising from the defense of this action.

DATED: Uniondale, New York
October 16, 2013

Yours, etc.,

RIVKIN RADLER LLP
Attorneys for Defendants and Third-Party Plaintiffs,
AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC
and AEG LIVE NY, LLC

By: 
FRANK RALA, ESQ.
926 RXR Plaza
Uniondale, New York 11556-0926
(516) 357-3000
RR File No.: 011663-05002