

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK-----X
SIGNATURE BANK,

Plaintiff,

-against-

MARY J. BLIGE, MARTIN ISAACS and
MARY JANE PRODUCTIONS, INC.,Defendants.
-----X

Index No. 654123/2012

**AMENDED VERIFIED
COMPLAINT**

Plaintiff, Signature Bank, by its attorneys, Moritt Hock & Hamroff LLP, as and for its
Verified Complaint herein, alleges as follows:

1. Plaintiff Signature Bank ("Plaintiff" or "Signature"), is a bank duly authorized to transact business in the State of New York.
2. Upon information and belief, Defendant Mary J. Blige ("Blige") is an individual residing in the State of New Jersey.
3. Upon information and belief, Defendant Martin Isaacs ("Isaacs") is an individual residing in the State of New Jersey.
4. Upon information and belief, Defendant Mary Jane Productions, Inc. ("Mary Jane Productions") is a corporation organized and existing under the laws of the State of New York.
5. Upon information and belief, Blige consented to the jurisdiction of the Courts of the State of New York concerning the actions complained of herein.
6. Upon information and belief, Isaacs consented to the jurisdiction of the Courts of the State of New York concerning the actions complained of herein.
7. Upon information and belief, Blige transacted business within the state of New York concerning the actions complained of herein.

8. Upon information and belief, Isaacs transacted business within the state of New York concerning the actions complained of herein.

BACKGROUND

9. On or about October 3, 2011, Blige and Isaacs (collectively, the "Borrowers") executed a Promissory Note in the principal amount of \$2,200,000.00 (the "Note"), payable to Signature on the terms set forth therein. A true copy of the Note is annexed hereto as Exhibit "A" and made a part hereof.

10. The Borrowers defaulted in their obligations under the Note, by reason of their failure to pay the balance due at maturity on July 16, 2012 (the "Maturity Date").

11. As of the commencement of this action, the Borrowers owed to Signature under the Note, the principal amount of \$2,200,000.00, plus interest in the amount of \$23,894.44, through November 1, 2012, and which continues to accrue at the rate of four and one-quarter percent per annum (*i.e.* Prime Rate charged by plaintiff of three and one-quarter (3.25%) percent during such time plus one (1%) percent).

12. Since the commencement of this action, the Borrowers have paid to Signature the total amount of \$405,000.00.

13. Signature applied \$178,336.39 of those payments to accrued interest under the Note, and the remaining \$226,663.61 has been applied to the principal amount due and owing under the Note.

14. By reason of the foregoing, there is currently due from the Borrowers, jointly and severally, to Signature, the principal amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and

one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT BLIGE**

15. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "2", "5", "7" and "9" through "14" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

16. As a result of Blige's default, there is currently due from Blige, to Signature, the principal amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT ISAACS**

17. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "3", "6", "8" through "14" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

18. As a result of Isaacs' default, there is currently due from Isaacs, to Signature, the principal amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT BLIGE**

19. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "2", "5", "7" and "9" through "16" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

20. Pursuant to the terms of the Note, the Borrowers are obligated to pay to Signature all reasonable attorney fees, costs and expenses incurred by Signature in enforcing its rights thereunder.

21. By reason of the foregoing, Signature is entitled to recover from Blige, such reasonable attorney fees, costs and expenses as may be determined by the Court.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT ISAACS**

22. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "3", "6", "8" through "14", "17" and "18" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

23. Pursuant to the terms of the Note, the Borrowers are obligated to pay to Signature all reasonable attorney fees, costs and expenses incurred by Signature in enforcing its rights thereunder.

24. By reason of the foregoing, Signature is entitled to recover from Isaacs, such reasonable attorney fees, costs and expenses as may be determined by the Court.

**AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST DEFENDANT MARY JANE PRODUCTIONS**

25. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "4" and "9" through "14" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

26. On or about December 27, 2011, Mary Jane Productions executed a Continuing Guaranty (the "Guaranty"), pursuant to which Mary Jane Productions guaranteed all of the Borrowers' obligations to Signature. A true copy of the Guaranty is annexed hereto as Exhibit "B" and made a part hereof.

27. Mary Jane Productions is in default of its obligations under the Guaranty, by reason of its failure to pay the amounts due thereunder.

28. By reason of the foregoing, there is currently due from Mary Jane Productions to Signature, the principal amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note.

**AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST DEFENDANT MARY JANE PRODUCTIONS**

29. Signature repeats, reiterates and realleges each and every allegation contained in the paragraphs numbered "1", "4", "9" through "14" and "25" through "28" inclusive of the Verified Complaint herein, with the same force and effect as though the same were fully set forth herein.

30. Pursuant to the terms of the Guaranty, Mary Jane Productions is obligated to pay to Signature all reasonable attorney fees, costs and expenses incurred by Signature in enforcing its rights thereunder.

31. By reason of the foregoing, Signature is entitled to recover from Mary Jane Productions, such reasonable attorney fees, costs and expenses as may be determined by the Court.

WHEREFORE, Plaintiff, Signature Bank, demands judgment against Defendants as follows:

(a) On the First Cause of Action against Defendant Mary J. Blige, for a judgment in the amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note;

(b) On the Second Cause of Action against Defendant Martin Isaacs, for a judgment in the amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note;

(c) On the Third Cause of Action against Defendant Mary J. Blige, for a judgment awarding Plaintiff such reasonable attorneys' fees, costs and expenses as may be determined by the Court;

(d) On the Fourth Cause of Action against Defendant Martin Isaacs, for a judgment awarding Plaintiff such reasonable attorneys' fees, costs and expenses as may be determined by the Court;

(e) On the Fifth Cause of Action against Defendant Mary Jane Productions, Inc., for a judgment in the amount of \$1,973,336.39, plus accrued and unpaid interest of \$9,551.36 as of August 1, 2014 (which continues to accrue, based upon the rate of four and one-quarter percent per annum (4.25%), at the per diem rate of \$232.96 thereafter), and such additional fees, expenses and/or costs as are provided for in the Note;

(f) On the Sixth Cause of Action against Defendant Mary Jane Productions, Inc., for a judgment awarding Plaintiff such reasonable attorneys' fees, costs and expenses as may be determined by the Court;

(g) Awarding such other and further relief as the Court may deem just and proper.

Dated: Garden City, New York
August 20, 2014

MORITT HOCK & HAMROFF LLP
Attorneys for Plaintiff

By: 

Jacquelyn J. O'Neil

400 Garden City Plaza
Garden City, New York 11530
(516) 873-2000

VERIFICATION

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

SALVATORE TRIFILETTI, being duly sworn, deposes and says:

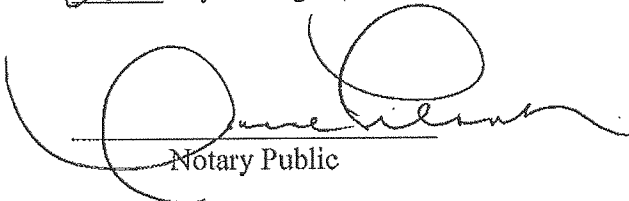
I am the Senior Vice President of Signature Bank. I have read the annexed Verified Complaint, know the contents thereof and the same are true based upon my personal knowledge or my review of Signature Bank's records kept in the ordinary course of its business, except those matters therein which are stated 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 personal knowledge, is based upon the following: books, records, documents and memoranda in my file.



SALVATORE TRIFILETTI

Sworn to before me this
20th day of August, 2014



Notary Public

JOANNE FILONUK
Notary Public, State of New York
Qualified in Nassau County
No. 01F16121704
My Commission Exp. 01/24/2017