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

-----X

JAMES "JAS" PRINCE and YOUNG EMPIRE MUSIC
 GROUP, LLC,

Plaintiffs,

- against -

RONALD E. SWEENEY, CORTEZ BRYANT, ASPIRE MUSIC
 GROUP, LLC AND YOUNG MONEY ENTERTAINMENT,

Defendants.

-----X

45 Broadway
 New York, New York

October 23, 2014
 10:31 A.M.

CONTINUED EXAMINATION BEFORE TRIAL of
 a DEFENDANT, RONALD E. SWEENEY, taken by
 the PLAINTIFFS, in the above entitled
 action, held at the above time and place,
 pursuant to Order, taken before Stephen C.
 Celentano, a shorthand court reporter and
 Notary Public of the State of New York.

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1 R. SWEENEY

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3 A P P E A R A N C E S :

4

5 PROFETA & EISENSTEIN

6 Attorneys for the Plaintiffs

7 45 Broadway, 22nd Floor

8 New York, New York 10006

9 BY: JETHRO M. EISENSTEIN, ESQ.

10 - AND -

11 JAMES E. MCMILLAN, P.C.

12 Attorney for the Plaintiffs

13 11 West 40th Street, Suite 900

14 New York, New York 10018

15 BY: JAMES E. MCMILLAN, ESQ

AND

16 DOUGLAS DONESON, ESQ.

17

18 PRYOR & CASHMAN, LLP

19 Attorneys for Defendants

20 7 Times Square

21 New York, New York 10036

22 BY: PHILIP R. HOFFMAN, ESQ.

23

24 ALSO PRESENT:

25 Gregory McBowman
 James Prince
 James Prince

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1 R. SWEENEY

2 S T I P U L A T I O N S

3 IT IS STIPULATED AND AGREED by and between

4 the attorneys for the respective parties

5 herein, and in compliance with Rule 221 of the

6 Uniform Rules for the Trial Courts:

7 THAT the parties recognize the provision of

8 Rule 3115 subdivisions (b), (c) and/or (d).

9 All objections made at a deposition shall

10 be noted by the officer before whom the

11 deposition is taken, and the answer shall be

12 given and the deposition shall proceed subject

13 to the objections and to the right of a person

14 to apply for appropriate relief pursuant to

15 Article 31 of the C.P.L.R.;

16 THAT every objection raised during a

17 deposition shall be stated succinctly and

18 framed so as not to suggest an answer to the

19 deponent and, at the request of the

20 questioning attorney, shall include a clear

21 statement as to any defect in form or other

22 basis of error or irregularity. Except to the

23 extent permitted by CPLR Rule 3115 or by

24 this rule, during the course of the examination

25 persons in attendance shall not make

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2 statements or comments that interfere with the

3 questioning.

4 • THAT a deponent shall answer all questions

5 at a deposition, except (i) to preserve a

6 privilege or right of confidentiality, (ii) to

7 enforce a limitation set forth in an order of

8 a court, or (iii) when the question is plainly

9 improper and would, if answered, cause

10 significant prejudice to any person.

11 An attorney shall not direct a deponent not to

12 answer except as provided in CPLR Rule 3115 or

13 this subdivision. Any refusal to answer or

14 direction not to answer shall be accompanied

15 by a succinct and clear statement on the basis

16 therefore. If the deponent does not answer a

17 question, the examining party shall have the

18 right to complete the remainder of the

19 deposition.

20 THAT an attorney shall not interrupt the

21 deposition for the purpose of communicating

22 with the deponent unless all parties consent

23 or the communication is made for the purpose

24 of determining whether the question should not

25 be answered on the grounds set forth in

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R. SWEENEY

Section 221.2 of these rules, and, in such event, the reason for the communication shall be stated for the record succinctly and clearly.

THAT the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or waiver to make such objection or motion at the time of the trial of this action, and is hereby reserved; and

THAT this examination may be signed and sworn to by the witness examined herein before any Notary Public, but the failure to do so or to return the original of the examination to the attorney on whose behalf the examination is taken, shall not be deemed a waiver of the rights provided by Rules 3116 and 3117 of the C.P.L.R, and shall be controlled thereby; and

THAT the certification and filing of the original of this examination are hereby waived; and

THAT the questioning attorney shall provide counsel for the witness examined herein with a copy of this examination at no charge.

R. SWEENEY

RONALD SWEENEY, the witness herein, having been first duly sworn in before a Notary Public of the State of New York, was examined and testified as follows:

MR. EISENSTEIN: Will you mark these?

(Whereupon, a page containing E-mails was so marked as Plaintiff's Exhibit 19 for identification as of this date by the reporter.)

(Whereupon, a page containing E-mails was so marked as Plaintiff's Exhibit 20 for identification as of this date by reporter.)

(Whereupon, a multi-page document headed Uniform Music Statement of Account with Aspire Music Group, LLC for month end June 25, 2010 was so marked as Plaintiff's Exhibit 21 for identification as of this date by the reporter.)

(Whereupon, a multi-page document, first page is a check to

R. SWEENEY

Aspire Music Group, LLC, was so marked as Plaintiff's Exhibit 22 for identification as of this date by the reporter.)

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 23 for identification as of this date by the reporter.)

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 24 for identification as of this date by the reporter.)

(Whereupon, two page document containing E-mails was so marked as Plaintiff's Exhibit 25 for identification as of this date by the reporter.)

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 26 for identification as of this date by the reporter.)

R. SWEENEY

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 27 for identification as of this date by the reporter.)

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 28 for identification as of this date by the reporter.)

(Whereupon, a multi-page document containing E-mails was so marked as Plaintiff's Exhibit 29 for identification as of this date by the reporter.)

(Whereupon, a page containing E-mails was so marked as Plaintiff's Exhibit 30 for identification as of this date by the reporter.)

(Whereupon, a two-page document containing E-mails was so marked as Plaintiff's Exhibit 31 for identification as of this date by the reporter.)

R. SWEENEY

(Whereupon, a two-page document containing E-mails was so marked as Plaintiff's Exhibit 32 for identification as of this date by the reporter.)

(Whereupon, a two-page document containing E-mails was so marked as Plaintiff's Exhibit 33 for identification as of this date by the reporter.)

(Whereupon, a two-page document containing E-mails was so marked as Plaintiff's Exhibit 34 for identification as of this date by the reporter.)

(Whereupon, a two-page document containing E-mails was so marked as Plaintiff's Exhibit 35 for identification as of this date by the reporter.)

(Whereupon, a two-page document on the letterhead of Cash Money Records, Inc. was so marked as Plaintiff's Exhibit 36 for

R. SWEENEY

identification as of this date by the reporter.)

(Whereupon, a one-page document on the letterhead of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 37 for identification as of this date by the reporter.)

(Whereupon, a one-page document on the letterhead of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 38 for identification as of this date by the reporter.)

(Whereupon, a one-page document on the letterhead of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 39 for identification as of this date by the reporter.)

(Whereupon, a one-page document on the letterhead of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 40 for

R. SWEENEY

identification as of this date by the reporter.)

(Whereupon, a one-page document on the letterhead of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 41 for identification as of this date by the reporter.)

(Whereupon, a two-page document on the letter of Aspire Music Group, LLC was so marked as Plaintiff's Exhibit 42 for identification as of this date by the reporter.)

EXAMINATION BY

MR. EISENSTEIN:

Q. Mr. Sweeney, good morning. My name is Jethro Eisenstein and I represent Jas Prince and Young Empire, the plaintiffs in the case against Aspire, yourself, and Cortez Bryant.

We are continuing a deposition that we started in August of 2013. Do you remember being here in August of 2013?

A. Yes, sir.

R. SWEENEY

Q. So I am going ask you some questions to catch up on where we are. Is Cash Money current in accounting to Aspire for Drake?

A. No.

Q. Is Cash Money current in paying Aspire for Drake?

A. No.

Q. In August of '13, you said you engaged Gary Cohen to conduct an audit of Cash Money on behalf of Aspire; is that correct?

A. That's correct.

Q. Has that audit been completed?

A. No.

MR. HOFFMAN: Object to the form. It assumes that it started.

A. Nor did it start.

Q. That was my next question, perhaps I did it in the wrong order. Has it even started?

A. No.

Q. Has anything been done on that audit?

A. No.

R. SWEENEY

Q. Why is that?

A. Cash Money has stonewalled our requests.

Q. Have you initiated legal action against Cash Money?

A. My clients are contemplating it.

Q. Mr. Sweeney, you said you were about to initiate such legal action in August of '13, are they still contemplating it?

A. Yes.

Q. What is the current balance in all of Aspire's bank accounts?

A. I have no idea.

Q. Do you know if there is any money in Aspire's bank accounts?

A. I have no idea.

Q. Do you have funds of Aspire in any account controlled by you or your firm?

A. No.

Q. Is Drake providing services currently pursuant to an agreement dated January 29, 2013, that was previously marked as Exhibit 10?

A. Yes.

R. SWEENEY

Q. Under that agreement, Exhibit 10, does Aspire have any right to participate in profits from Drake's recordings?

A. Yes.

Q. Can you show me the provision in that agreement that gives Aspire any rights?

A. It could take moment to go through this.

Q. Take your time, I am here all day.

MR. HOFFMAN: I do believe some of this was covered in the last deposition as well.

MR. EISENSTEIN: Are you raising an objection, asked and answered?

MR. HOFFMAN: That is correct, you are going too far.

MR. EISENSTEIN: I don't think so. We need to press on.

MR. HOFFMAN: We will press on. I am not objecting, he is reading the document.

MR. EISENSTEIN: Good.

A. What was the question?

Q. The question is, does Aspire have

R. SWEENEY

any rights to participate in profits of Drake under Exhibit 10?

A. Not based on this agreement.

Q. Is there any other agreement outstanding under which Aspire has any rights to participate in the profits of Drake's recordings?

A. Yes, another agreement that is floating around. I don't know if it was executed or not, between Aspire, Young Money and Cash Money.

In the course of this negotiation, Drake did not want anything else to do with Aspire. My client took the position that as long as they got one-third ownership and one-third of the monies, that they didn't have an issue with Drake's signing it this way with Cash Money and Young Money.

Q. What does the other agreement you say is floating around say?

A. Basically it says, that one, Aspire is entitled to one-third of the profits.

Two, Aspire is entitled to one-third ownership of the masters.

R. SWEENEY

And three, in the event for whatever reason if Drake is no longer a part of this deal, it reverts back to Aspire.

MR. EISENSTEIN: Mr. Hoffman, no such agreement was ever produced to me.

MR. HOFFMAN: I don't think -- that's not necessarily the case.

MR. EISENSTEIN: I believe --

MR. HOFFMAN: Do you want -- let me respond to it. I believe the agreement that he is referring to is the settlement agreement that was being discussed, and it also has your client in it. If I am wrong, he will tell me. That's the only one that I remember.

A. I am speaking from memory. I know the facts that I just spoke about are correct. I don't know if there was a separate document that was floating around. I tend to believe that there was. But I know at some point, I had a document prepared, given the way this was going, I

1 R. SWEENEY

2 had a document prepared that attempted to

3 allow you to to collect your money directly,

4 your percentage, in an attempt to give the

5 regional law resolution of the problem.

6 Once again, Cash Money didn't

7 respond. I returned it to Mr. Hoffman.

8 Mr. Hoffman dealt directly with Ed Bauer, he

9 got the same result that I got, which at

10 some point they just stopped returning

11 calls.

12 Q. So we can be pretty confident that

13 Cash Money has never signed that agreement,

14 correct?

15 A. Again, I am speaking from memory. I

16 need to go look at the document to see what

17 was what.

18 Q. Do you know whether Aspire ever

19 signed that agreement?

20 A. I need to look.

21 Q. You don't know if Young Money ever

22 signed that agreement?

23 A. Right now, I am confused right now

24 with the settlement agreement that we ended

25 up preparing and whether or not there was

1 R. SWEENEY

2 another document, I need to go look at my

3 records.

4 Q. Did you review any documents prior

5 to this deposition today?

6 A. No, other than I reviewed one

7 document that the ownership, the one-third,

8 one-third and one-third that was back in

9 2009, or something. I think it was the

10 initial agreement between the parties.

11 Q. You are referring to the settlement

12 agreement?

13 A. No, the agreement between Cash Money

14 and Young Money and Aspire that set up the

15 initial deal.

16 Q. Do you remember testifying in August

17 of 2013 with respect to the revenues from

18 Canada?

19 A. Ah-hum.

20 Q. That you had stopped them from

21 paying because the people who were supposed

22 to do the accounting hadn't done the

23 accounting?

24 A. Yes.

25 Q. That is still the case today?

1 R. SWEENEY

2 A. No.

3 Q. Has that accounting issue been

4 resolved?

5 MR. HOFFMAN: Objection to the

6 form.

7 Q. Let me ask it a different way.

8 Has Universal Canada accounted or

9 provided an accounting to Aspire with

10 respect to the remaining Drake album that

11 you made reference to in August of 2013?

12 MR. HOFFMAN: Object to the

13 form, you can answer.

14 A. Yes. With respect to the albums

15 prior to 6/30/13, no. With respect to sales

16 after 6/30/13, they are in the process of

17 pulling that together now.

18 Q. Have you provided to -- have you

19 made any distribution based on the

20 accounting they did with respect to the

21 sales through June 30, '13?

22 MR. HOFFMAN: Objection to the

23 form. What do you mean by

24 distribution?

25 Q. Have you distributed any proceeds or

1 R. SWEENEY

2 has Aspire received any proceeds as a result

3 of that accounting?

4 A. Yes. I forwarded the checks I

5 received from Canada over to Aspire.

6 Q. When did you forward checks that you

7 received over to Aspire?

8 A. At various times.

9 Q. You are talking about various times

10 since August of 2013?

11 A. Yes.

12 Q. I take it you are telling me you

13 have no idea whether Aspire has made any

14 payments out of that money?

15 A. No.

16 Q. Do you keep track of what Aspire

17 does?

18 A. No.

19 Q. Do you represent Aspire to this

20 date?

21 A. Yes.

22 Q. Is there any other lawyer

23 representing Aspire?

24 A. Only the folks in my office.

25 Q. Are you aware, Mr. Sweeney, that

1 R. SWEENEY

2 two-thirds of what Aspire takes in goes to

3 Jas Prince and Young Empire?

4 A. Yes.

5 MR. HOFFMAN: Objection to the

6 form.

7 A. Yes.

8 Q. Are you aware that your client is in

9 litigation with Prince and Young Empire over

10 those distributions?

11 A. Yes.

12 Q. Have you taken any steps to insure

13 that Aspire paid over anything that came in

14 from Canada that belonged to Prince and

15 Young Empire?

16 A. It's not my obligation, I am not an

17 accountant.

18 Q. Who is in charge of taking care of

19 the finances of Aspire?

20 A. They have a bookkeeper by the name

21 of Charlene Clarke.

22 Q. To this date, you believe Charlene

23 Clarke is their bookkeeper?

24 A. Yes.

25 Q. As a bookkeeper, does she decide

1 R. SWEENEY

2 what should be paid out?

3 A. I don't know what the arrangement is

4 between her and Cortez Bryant and Derrick

5 Lawrence.

6 Q. You don't pay any attention to it?

7 A. It's not my job.

8 Q. What is your job as the attorney for

9 Aspire?

10 A. I negotiated a deal. I spent time

11 trying to make sure everybody got paid based

12 on the way the deal was created. At a

13 certain point, I could only go so far as the

14 lawyer. I do not have control over the

15 funds. The only thing my office does, is

16 collect the funds, advise the clients what

17 they should do. I forward the funds on and

18 once they get the funds, I have no idea what

19 they do.

20 Q. Have you received an accounting from

21 Universal Canada with respect to what came

22 in prior to June 30, '13?

23 MR. HOFFMAN: Objection to the

24 form.

25 A. Yes.

1 R. SWEENEY

2 Q. Have you forwarded that to

3 Mr. Hoffman?

4 A. Yeah, it is a work in progress.

5 Another accountant was hired to present

6 statements. As of last week, I am told that

7 we are within weeks of getting an accounting

8 statement that would bring it all the way

9 current to today.

10 Q. Well, I thought you told me it had

11 been done through June of 2013?

12 A. Yes.

13 Q. Does an accounting statement exist

14 with respect to everything up through June

15 of 2013?

16 MR. HOFFMAN: Objection to the

17 form. I am just objecting that you

18 are referring to an accounting

19 statement.

20 A. There are a couple of things going

21 on. One, Canada agreed to do the accounting

22 through all the third parties to make sure

23 all the third-parties were paid.

24 After that, we had to turn those

25 over to an accountant and ask the accountant

1 R. SWEENEY

2 to pull it altogether based on all the

3 records and transaction that took place

4 through Aspire, and also the transactions

5 actions that took place in Canada. They

6 were compiling all of that and what we are

7 waiting on is the end result. It started

8 and stopped. We got part of the stuff done,

9 a lot of stuff started happening, we are now

10 getting back to it.

11 Q. Who is the accountant that did this

12 accounting?

13 A. Jeffrey Turner of Provident

14 Management.

15 Q. Where is he located?

16 A. Santa Monica, California.

17 Q. Did he produce a document that

18 purported to account for the revenues that

19 came in and expenses that had to be charged

20 against them through June of 2013?

21 MR. HOFFMAN: Objection to the

22 form.

23 A. He presented a working document that

24 had to be looked at.

25 Q. So it is done through June 2013 or

1 R. SWEENEY
 2 not yet done through June 2013?
 3 A. All the information that we needed
 4 from Canada through June 2013 we got based
 5 upon them doing all the accounting for the
 6 third-parties. Again he had to reconcile
 7 that with whatever books Charlene Clarke
 8 had. Then, obviously a period of time has
 9 gone by, so we are trying to bring it
 10 totally current.
 11 Q. Did he go from Santa Monica,
 12 California to wherever Charlene Clarke is
 13 and reconcile his accounting with her books?
 14 A. Physically?
 15 Q. Did he get her books?
 16 A. He did get records from her, yes.
 17 Q. Have you monitored that process,
 18 have you kept track of that process?
 19 A. Not really other than waiting for
 20 the results.
 21 Q. When did that working document come
 22 into your possession?
 23 A. I don't recall.
 24 Q. Did you have it when we were here a
 25 year and a half ago?

1 R. SWEENEY
 2 A. No.
 3 Q. Did you get it in 2013?
 4 A. I want to believe we got it at the
 5 end of maybe December maybe in January.
 6 Q. January of 2014?
 7 A. December or January. Sometime
 8 around that time.
 9 Q. Did you turn that document over to
 10 Mr. Hoffman?
 11 MR. HOFFMAN: Objection to the
 12 form.
 13 Q. A copy of that document?
 14 A. I turned over what was the work
 15 product, yes.
 16 MR. HOFFMAN: May I?
 17 MR. EISENSTEIN: Be my guest.
 18 MR. HOFFMAN: I am working with
 19 him on the document as well. What
 20 we have been trying to do as the
 21 attorney, is get this document in
 22 shape so that it is complete and
 23 full and makes sense. So, it's part
 24 of the work product that I am
 25 working on with him, that's a draft

1 R. SWEENEY
 2 of it. There were no further drafts
 3 since then. We are expecting to
 4 have a final copy of this thing. I
 5 know you heard this before as I
 6 have, with, probably a week's time.
 7 There was a final question that had
 8 to be answered and it was answered,
 9 yes, from what I understand.
 10 Q. Did the documents that was prepared
 11 through June of 2013, reflect that there was
 12 a distribution of any amount due to Aspire?
 13 MR. HOFFMAN: Objection to the
 14 form.
 15 A. A distribution from whom?
 16 Q. Well, in 2013, Mr. Sweeney, you told
 17 me that you had instructed Universal Canada
 18 to hold the money that had come in. I
 19 assume that my question -- I won't assume
 20 anything.
 21 Did you instruct Universal Canada to
 22 hold their revenues until the accounting was
 23 done?
 24 A. Yes, I instructed them to pay on the
 25 first three albums.

1 R. SWEENEY
 2 Q. I am not asking you about that. I
 3 am asking about the amount you told them to
 4 hold, the \$350,000 that you told them to
 5 hold.
 6 A. They held the money to make the
 7 third-party payments.
 8 Q. My question is, did the accounting
 9 statement that you have told us was prepared
 10 for that period through June 30, 2013, does
 11 that indicate that any money was due to be
 12 paid to Aspire?
 13 A. I believe so.
 14 Q. Has that money been paid to Aspire?
 15 A. Not to my knowledge.
 16 Q. Who has that money?
 17 A. I would assume Aspire.
 18 Q. Wait a second. You just told me it
 19 hasn't been paid to Aspire, to your
 20 knowledge?
 21 A. No, I didn't say that.
 22 MR. HOFFMAN: You actually did.
 23 THE WITNESS: What did I say, in
 24 what context?
 25 Q. Let's --

1 R. SWEENEY

2 A. Read it back.

3 (Whereupon, the record was read

4 by the reporter.)

5 A. I can clarify it for you.

6 Q. I just want to know two things, did

7 the accounting statement that you have told

8 us was prepared to cover the period through

9 June 30, 2013, show that there was money due

10 Aspire, that's the first question?

11 A. Okay.

12 Q. The answer to that is, yes?

13 A. The answer to that is, no. Let me

14 explain. Let's talk about the purpose of

15 the accounting. The purpose of the

16 accounting was for us to go and recreate an

17 entire accounting and figure out what the

18 third-parties had to be paid. All of those

19 third-parties could be paid that

20 accounting was not coming from Canada, that

21 accounting is the accounting we are doing

22 internally to figure out who is owed what

23 Okay.

24 So our preparing the statement

25 doesn't mean that there is a money now that

1 R. SWEENEY

2 is immediately going to be payable to

3 Aspire. What it means is, we are going to

4 look at this and determine what money should

5 be paid over to Jas Prince and his side and

6 what money should be paid to Young Money.

7 That's where the confusion comes out.

8 Q. What right does Young Money have to

9 participate in any revenues received by

10 Aspire?

11 A. They are part of the Canadian deal.

12 That was the original agreement, a third, a

13 third, a third. Aspire is collecting the

14 money on behalf of itself and its partners

15 to make sure all of these people are paid.

16 That's the reason why one company elected

17 Young Money is an expense, they are entitled

18 to a third of the net profits. That's the

19 deal from the very beginning.

20 Q. I am showing you what was previously

21 marked as Plaintiff's Exhibit 11. Is that

22 the agreement with Universal Canada?

23 A. Yes.

24 Q. Can you show me where Young Money

25 has any right to participate in the revenues

1 R. SWEENEY

2 from the agreement?

3 A. Aspire is the contracting party,

4 Aspire has an underlying agreement with both

5 Cash Money and Young Money. Clearly it says

6 Cash Money is entitled to a third, Young

7 Money is entitled to a third.

8 Q. Where does it say that Young Money

9 in entitled to a third?

10 A. There is another document.

11 Q. What document?

12 A. Do you have the document?

13 MR. HOFFMAN: These are the

14 exhibits.

15 A. Paragraph 15 -- what is this?

16 MR. HOFFMAN: Of Exhibit 3.

17 Q. In the deal actually made with

18 Canada, this document --

19 MR. HOFFMAN: Three.

20 Q. -- three, that you have shown me was

21 a memorandum agreement and it was replaced

22 by a long form agreement?

23 A. Yes.

24 Q. Can you show me in the long form

25 agreement that replaced it, any provision

1 R. SWEENEY

2 calling for Young Money to participate in

3 Canada?

4 Do you want to see the long form

5 agreement?

6 A. Yes, please.

7 Q. Showing you Exhibit 4 -- sorry,

8 that's Exhibit 1.

9 A. That's the wrong exhibit.

10 Q. I put in front of you Exhibit 4, the

11 previous one was Exhibit 1.

12 MR. HOFFMAN: Do you want the

13 question read back?

14 THE WITNESS: No, I just want to

15 find the particular clause. I am

16 just looking for something to answer

17 his question.

18 A. With is the question?

19 Q. The question is, whether there is in

20 the long form agreement, any provision

21 giving Young Money a right to participate in

22 profits from Canada?

23 A. This agreement doesn't apply to

24 Young Money -- I am sorry, this agreement

25 doesn't apply to Canada.

R. SWEENEY

Q. In Exhibit 10, is there a provision excuse that.

A. Ten is in front of you.

Q. Is there any provision giving Young Money the right to participate in the money from Canada?

A. In this agreement we put Canada back into the deal.

Q. I don't understand what that means. What do you mean by we put Canada back into the deal?

A. As part of the renegotiation and given all the craziness that took part with what we are dealing with right now in Canada, we rolled Canada, the territory Canada, and made it a total worldwide deal.

Q. Mr. Sweeney, when did that occur?

A. That's what that agreement says.

Q. I apologize for the confusion because what I put in front of you was the 2013 agreement?

A. Yes.

Q. I didn't mean to ask you about 2013. I meant to ask you about the original

R. SWEENEY

agreement with Canada which is Exhibit 11. I am now putting that in front of you and asking whether in that agreement there is any provision that gives Young Money a right to participate in profits from Canada?

MR. HOFFMAN: I am just going to object to the form. It has been asked and answered, that's when we started this whole process. You can ask him again. You can answer.

A. I refer you to paragraph 83 of the agreement. The agreement says, a company will be responsible for paying all third-parties. Young Money is a third-party.

Q. Young Money is a third-party, it is not a participant in the deal?

A. This deal was struck by me, as you know, I represent both Aspire and Young Money. A decision was made who is going to make the payments. The decision was Aspire would make the payments. Aspire made the payments, one of the payments was Young Money. Young Money from the very beginning

R. SWEENEY

in every other underlying document says they said it was a third, a third, a third.

So what you are doing right now, okay, I am like let's go through this but this is nonsense, but keep going.

Q. Okay, Mr. Sweeney, let's talk about this nonsense. You got a conflict waiver from your client Young Money and your client Aspire that you could represent them both in a transaction, right?

A. Yes.

Q. Then you found out that two-thirds of what was going to go to Aspire --

A. No, that's incorrect.

Q. You have to let me finish the question.

A. I am sorry.

Q. After you got this conflict waiver, you learned that two-thirds of what was going to Aspire, was going to go to Jas Prince at Young Empire, correct?

A. Incorrect.

Q. You knew it already?

A. No.

R. SWEENEY

Q. I am sorry.

A. No.

Q. Well, if you didn't know it already, then now is it incorrect that you learned after the fact?

A. Learned after the fact that he was entitled to 20 -- we worked out a settlement in which he was getting 22 percent of Aspire.

Q. Twenty-two percent?

A. Twenty-two percent of Aspire.

Q. Twenty-two percent of Aspire's 33 percent?

A. Twenty-two percent of Aspire's 33 percent.

Q. So that is two-thirds of what Aspire was entitled to?

A. No.

MR. HOFFMAN: No.

A. No, that was 22 percent of the end --

Q. Oh, boy.

A. Let's go --

Q. No. No, let's stay here.

1 R. SWEENEY

2 MR. HOFFMAN: Hold on a second.

3 MR. EISENSTEIN: No. No. No.

4 MR. HOFFMAN: I can put an

5 objection to the record. I want to

6 be clear. If you read back your

7 question, you will see the question

8 you asked, mathematically you

9 changed it, that's all.

10 Twenty-two percent of 33 percent,

11 that is not the same as two-thirds

12 of 33 percent, that's all I am

13 saying. That would be 66 percent or

14 67 percent.

15 A. Let's stay with the first one.

16 Q. I am going right to the

17 clarification agreement which is Exhibit 7,

18 Mr. Sweeney, I want you to look at the

19 example. You see where it says if Aspire

20 gets a hundred percent, it gets \$100,000, do

21 see that sentence?

22 A. Yes.

23 Q. Why don't you read that sentence

24 into the record?

25 A. For example, if Aspire is due

1 R. SWEENEY

2 \$100,000 Prince will receive \$66,266 of the

3 \$100,000, and Aspire will receive \$33,333 of

4 the \$100,000.

5 Q. Can we agree that Aspire, that

6 Prince is -- I am going to call Prince just

7 to make it simple, Prince is entitled to

8 two-thirds of whatever comes into Aspire?

9 A. At what point in time?

10 Q. Starting in 2009?

11 A. No.

12 Q. Did your clients from Aspire sign

13 this agreement that said -- the

14 clarification agreement that is before you?

15 A. A year later after the first

16 agreement.

17 Q. Are you suggesting that is a

18 modification of what the original agreement

19 was?

20 A. Well, I am suggesting I don't know

21 what it represents because I never saw that

22 until it was sent to me signed.

23 I am representing to you that there

24 was a settlement agreement entered into in

25 which Aspire was receiving -- in which Jas

1 R. SWEENEY

2 Prince was receiving 22 percent of

3 33 percent which was heavily negotiated by

4 Paul Schindler, a reputable entertainment

5 attorney, who spent hours with me in

6 negotiating once we realized that Jas Prince

7 was involved and to make sure he was paid.

8 I represent to you that a year

9 later, this agreement showed up. Do you

10 want to talk about the circumstances?

11 Q. Yes, I do but let's get the math

12 clear first. Let's use the \$100,000

13 example. On your understanding of what you

14 negotiated with Raul Schindler, if \$100,000

15 comes into Aspire, what is the Prince share?

16 A. Twenty-two percent.

17 Q. Twenty-two thousand dollars?

18 A. Twenty-two thousand dollars under

19 the original deal that was negotiated

20 between attorneys on behalf of the clients.

21 Q. Mr. Schindler is a lawyer from

22 Greenberg Traurig?

23 A. I believe so.

24 Q. Does Greenberg Traurig also

25 represent Cash Money?

1 R. SWEENEY

2 A. I don't know, I have no idea.

3 Q. Do you know whether Greenberg

4 Traurig lawyers and Vernon Slaughter have

5 represented Cash Money?

6 A. I have no idea.

7 Q. Do you know who Vernon Slaughter is?

8 A. Yes, he passed away recently.

9 Q. Was he a lawyer from Greenberg

10 Traurig?

11 A. Not for some years that I am aware

12 of.

13 Q. Have you spoken to your clients

14 about the agreement that is called the

15 clarification agreement and that's been

16 marked as Exhibit 7, have you spoken to them

17 about that?

18 MR. HOFFMAN: I think we are

19 going into attorney/client privilege

20 here.

21 MR. EISENSTEIN: Not if

22 Mr. Sweeney is here talking about

23 the interpretation of an agreement

24 that was made.

25 MR. HOFFMAN: But that wasn't

1 R. SWEENEY
 2 the question. The question was who
 3 knows what he discussed with you.
 4 Do you have a more specific
 5 question? I want you to get your
 6 answers but I can't allow an open
 7 ended question like that.

8 MR. EISENSTEIN: That's fine,
 9 Mr. Hoffman, I will ask it a
 10 different way.

11 Q. Did you discuss with your clients,
 12 Mr. Cortez Bryant and Mr. Derrick Lawrence,
 13 whether the agreement that is before you,
 14 the clarification agreement marked as
 15 Exhibit 7 is a change from the agreement
 16 that was signed originally, the settlement
 17 agreement?

18 Have you talked to them about
 19 whether the clarification agreement
 20 represents a change in the percentage due to
 21 Prince?

22 MR. HOFFMAN: I think that's
 23 specifically attorney/client
 24 privilege. You are talking about
 25 his interpretation that he provided

1 R. SWEENEY
 2 to his clients. Can I talk with him
 3 for a second?

4 THE WITNESS: Let's go off the
 5 record for a second. This is the
 6 defining moment.

7 MR. EISENSTEIN: You want to
 8 talk to him, that's fine.

9 MR. HOFFMAN: I request to speak
 10 to him off the record.

11 MR. EISENSTEIN: Is any question
 12 pending?

13 (Whereupon, the witness and his
 14 attorney conferred off the record.)

15 MR. HOFFMAN: What is the
 16 question?

17 BY MR. EISENSTEIN:

18 Q. The signatures on the clarification
 19 agreement, do you recognize those as your
 20 clients' signatures?

21 A. I can't say that I do. I am not
 22 saying it's not their signature either.

23 Q. Do you want to tell me about the
 24 circumstances of this agreement, why don't
 25 you go ahead and do it.

1 R. SWEENEY
 2 A. I negotiated a 23 page settlement
 3 agreement. About a year later my clients
 4 called in fear of their lives. It says that
 5 Mr. Prince chased them around the table with
 6 a gun and threatened to kill them if they
 7 didn't sign this.

8 Q. Now who was it that said this to
 9 you?

10 A. Both of my clients, Derrick and
 11 Cortez Bryant.

12 Q. So where did this occur?

13 A. I have no idea.

14 Q. When did this supposedly occur?

15 A. Around the time this was signed.

16 MR. HOFFMAN: This being Exhibit
 17 7.

18 Q. Did your clients make a police
 19 complaint about what had happened?

20 A. I think my clients were scared. At
 21 a certain point they felt the police were
 22 not going to protect them. So they
 23 apparently signed this document without
 24 advice of counsel.

25 Q. Do you know who it was drafted by?

1 R. SWEENEY

2 A. I have no idea.

3 Q. So, this is what your clients told
 4 you when, when did they tell you this story?

5 A. Around the time Cortez Bryant signed
 6 the agreement.

7 Q. Was it before or after he signed the
 8 agreement?

9 A. After he signed the agreement.

10 Q. Let me just be clear about the
 11 sequence of events. He sent you the
 12 agreement and then he told you that is what
 13 had happened?

14 A. No, he signed the agreement.

15 Q. What I am trying to find out is, did
 16 you have the agreement in your hands when
 17 you were being told about the circumstances
 18 that you just described?

19 MR. HOFFMAN: I executed the
 20 agreement.

21 MR. EISENSTEIN: You executed
 22 the agreement.

23 A. Yes, he sent it to me.

24 Q. Did you then ask him what's the
 25 deal, how did this come about?

1 R. SWEENEY

2 A. Yes.

3 Q. Is that when he told you he was

4 chased around the table?

5 A. Yes.

6 Q. By Mr. Prince?

7 A. Yes.

8 Q. With a gun?

9 A. Yes.

10 Q. That's when he signed the agreement?

11 A. Yes.

12 Q. Did Mr. Prince have the agreement

13 drafted when he was chasing them around the

14 table with a gun?

15 A. I have no idea, I wasn't there.

16 Q. Do you know who drafted that

17 agreement?

18 A. No idea.

19 Q. Do you know whether it was

20 Mr. Schindler that drafted that agreement?

21 A. I have no idea.

22 Q. Why don't you tell me about the

23 negotiations, the hard fought negotiations

24 that you had with Mr. Schindler about the 22

25 percent?

1 R. SWEENEY

2 MR. HOFFMAN: Objection to the

3 form. Are you referring back to the

4 original agreement?

5 Q. The agreement that Mr. --

6 MR. HOFFMAN: The one he had

7 before?

8 Q. -- Mr. Sweeney tell us the cause of

9 the settlement agreement?

10 A. I got a call from Mr. Paul Schindler

11 saying that Prince was part of this deal. I

12 told him I had no knowledge of that but I

13 would check with my client. I spoke to my

14 client, he said, yes, he is part of the

15 deal. I said, fine, I got to call Paul

16 Schindler and said hey, let's work this out.

17 So I sat and we walked through all

18 the agreements and we worked it out. We

19 went back and forth and we agreed upon

20 22 percent. He took the 22 percent and that

21 was the end of it until this showed up.

22 MR. HOFFMAN: Exhibit 7.

23 Q. How did you come up with the

24 22 percent?

25 A. That was the figure that we

1 R. SWEENEY

2 negotiated based on everybody's involvement.

3 In effect, it turned out to be 20 percent, I

4 guess, 20 or 25 percent. I would have to do

5 the math. I think -- I am assuming it's

6 20 percent or something. I just know that

7 as part of the deal, Jas Prince also got

8 five percent of the management on Drake. so

9 it was both record side and the management

10 side.

11 Q. Well, I am just curious about the

12 22 percent came up --

13 A. I don't recall.

14 Q. Do you recall what your negotiating

15 position was?

16 A. I think it had -- I want to say and

17 I am talking off the top of my head, I think

18 it had the number of people and all, that's

19 the number that we came up with, the 22

20 percent, again, based on what I believe was

21 the settlement agreement which was 22 pages

22 long.

23 It wasn't something just here,

24 sign, it was something that was heavily

25 negotiated. This was, here, sign.

1 R. SWEENEY

2 MR. HOFFMAN: That was Exhibit 7

3 that you were just holding.

4 Q. Showing what's been marked

5 previously as Exhibit 6, is that the

6 document that you are talking about?

7 A. It appears to be the document we

8 were referring to, yes.

9 Q. What is your current understanding

10 of the right, the right of the Prince

11 parties to participate in Aspire's profits?

12 A. I want to say it is going to depend

13 on how the court views this clarification

14 agreement, and how they view the action of

15 the plaintiff's.

16 Q. You are saying that you believe that

17 it is an issue in this case whether the

18 Prince parties are entitled to two-thirds of

19 what Aspire gets?

20 A. I believe that's going to become an

21 issue, be a huge issue.

22 Q. From and after the time when the

23 clarification agreement, which is Exhibit 7

24 was signed, did you understand that the

25 Prince parties were entitled to two-thirds

1 R. SWEENEY

2 of whatever Aspire got?

3 A. It was my understanding based on the

4 signing of this agreement, that is what

5 Prince wanted to receive. The position I

6 took was a nonposition which was whatever

7 was going to be, it's going to be. Again,

8 as we go to trial, this issue is going to

9 come out and this issue is going to take a

10 twist so, yes.

11 Q. Did you ever record in any writing.

12 Whether an E-mail, a letter or a memorandum,

13 your understanding or what you claim had

14 happened, what you were told had happened?

15 MR. HOFFMAN: With respect to

16 the gun?

17 Q. With respect to the circumstances of

18 the change in the percentage that the Prince

19 parties were going to get?

20 A. I did speak with some people.

21 Q. Who did you speak with?

22 A. Well, it's attorney/client

23 privilege, right?

24 MR. HOFFMAN: It is a question,

25 then you can tell.

1 R. SWEENEY

2 THE WITNESS: I am sorry. What

3 was the question?

4 Q. Who did you speak with?

5 A. I spoke with my attorneys.

6 Q. Meaning Mr. Hoffman?

7 A. No, some other attorneys.

8 Q. Who?

9 A. Joseph Porter, William Briggs, no,

10 those two.

11 Q. Where do they practice?

12 A. Oakland, California.

13 Q. Are they in the firm or where do

14 they practice specifically in California?

15 A. One is independent, on his own,

16 Joseph Porter. William Briggs was at

17 Labrain or Singer but they moved, I don't

18 know which firm he is at.

19 Q. Did you speak to anybody else?

20 A. No -- well, within my firm, yes,

21 folks within my firm.

22 Q. For what reason did you speak to

23 Mr. Porter and Mr. Briggs?

24 A. A lawsuit, with respect to this?

25 Q. That's what I am asking.

1 R. SWEENEY

2 MR. HOFFMAN: The clarification

3 agreement?

4 A. With respect to the clarification

5 agreement, the question was, in light of the

6 circumstance, how should I handle this? It

7 clearly was my clients that were being

8 extorted.

9 Q. Did you take any action as a result

10 of that conversations that you had?

11 A. In light of the fact that it was not

12 effecting me and it was a choice by my

13 clients, they decided they were better off

14 to go along with this. I stepped aside.

15 Q. Did you advise -- I might as well

16 ask it, did you advise Mr. Hoffman about

17 what your client had told you?

18 MR. HOFFMAN: Objection on the

19 grounds of attorney/client

20 privilege.

21 THE WITNESS: Do I answer?

22 MR. HOFFMAN: No.

23 MR. EISENSTEIN: Let me take

24 five minutes.

25 (Whereupon, a recess was taken

1 R. SWEENEY

2 at this time.)

3 Q. Mr. Sweeney, I just want to go back

4 and make sure I am clear about the sequence

5 of events with Exhibit 7. This got -- do

6 you see at the very bottom of the page in

7 little type there is a little document

8 identifier?

9 A. Yes.

10 Q. Have you document identifiers like

11 that?

12 A. Maybe.

13 Q. Do law firms identify their

14 documents with little subscripts like that?

15 MR. HOFFMAN: Objection to the

16 form.

17 A. I would assume.

18 Q. How did you receive a copy of this

19 document?

20 A. My client sent it to me.

21 Q. Who sent it to you?

22 A. Cortez Bryant -- I am sorry, Derrick

23 Johnson sent it to me because he said Cortez

24 wanted him to sign it and Cortez's signature

25 was already on it.

1 R. SWEENEY

2 Q. Derrick?

3 A. Lawrence.

4 Q. Derrick Lawrence sent it to you?

5 A. Yes, or brought it by, I can't

6 remember. I know I spoke to so Derrick

7 because there was an issue of him signing it

8 and I signed it.

9 Q. When you got it, it was -- who was

10 it signed by?

11 A. Cortez Bryant.

12 Q. Was it signed by anybody on the

13 Prince side?

14 A. Not, just Cortez's signature.

15 Q. You said that Derrick brought it

16 over or sent it to you?

17 A. Yes.

18 Q. Did you have a conversation with

19 Derrick about it?

20 A. I had a conversation with Derrick

21 about it, yes.

22 Q. What did Derrick say to you about

23 this document?

24 MR. HOFFMAN: I will object on

25 the grounds of attorney/client

1 R. SWEENEY

2 privilege. If you would like to

3 answer, you can answer.

4 A. I don't want to answer it.

5 Q. You don't want to answer?

6 A. No.

7 Q. Well, I don't think you have the --

8 I don't think you have the right to pick and

9 chose what part of the conversations with

10 your clients you are prepared to talk about,

11 and what parts you are not.

12 You already told me that you were

13 told by your clients that they were being

14 chased around a room with Jas Prince

15 carrying a gun?

16 A. I told you Cortez Bryant said that.

17 Q. Right. Now you have already told me

18 something that would be covered by

19 attorney/client privilege, you can't pick

20 and chose.

21 MR. HOFFMAN: But I have

22 asserted the privilege and I have

23 your statement for the last

24 deposition that none of these things

25 that get said, that you were never

1 R. SWEENEY

2 going to use the waiver of the

3 attorney/client privilege. You said

4 that it is waiver -- this and that

5 about any of these statements that

6 he makes. To say he waived it now,

7 he has separate clients. If he has

8 waived it with respect to Cortez

9 Bryant and if that's your position,

10 it is what it is.

11 Now, he is talking about another

12 client in the case, he has not said

13 anything about any discussions with

14 that client.

15 MR. EISENSTEIN: Well, he told

16 me that they signed it because they

17 were being chased around a table by

18 Jas Prince carrying a gun. So when

19 he told me --

20 MR. HOFFMAN: You have to figure

21 out who they is because that doesn't

22 jive with the testimony you just

23 received now.

24 MR. EISENSTEIN: It sure isn't.

25 MR. HOFFMAN: Which is a

1 R. SWEENEY

2 conversation which he is saying he

3 had before this was signed by

4 Derrick Lawrence and your client.

5 MR. EISENSTEIN: Well, if you

6 want we can find the testimony, but

7 his testimony was that they, plural,

8 said that they, plural, signed it

9 because they, plural, were being

10 chased around the table by Jas

11 Prince.

12 MR. HOFFMAN: Well, let's read

13 it back.

14 MR. EISENSTEIN: Can you find

15 the first reference to that?

16 MR. HOFFMAN: Rather than going

17 back and finding it, why don't you

18 clarify your answer.

19 A. Cortez Bryant was the one that was

20 chased around the table with the gun.

21 Q. So Derrick Lawrence -- when did that

22 happen?

23 A. I am assuming about the same time

24 this was signed.

25 Q. Where did it happen?

1 R. SWEENEY

2 A. I have no idea.

3 Q. Where does Cortez Bryant live?

4 A. At the time, I think Los Angeles or

5 Florida, I don't know.

6 Q. He didn't tell you anything about

7 the -- he didn't tell you anything about --

8 do you want to tell me every word Cortez

9 Bryant said to you on the subject of being

10 chased around the table?

11 A. I was told he was chased around the

12 table with a gun. He was told that he was

13 going to get hurt if he didn't sign this

14 document.

15 Q. Did he tell you that by telephone or

16 in person?

17 A. I believe by telephone.

18 Q. You don't have any idea where this

19 occurred, can you tell me where it occurred?

20 A. No.

21 Q. Did you ask him if there was anybody

22 else present when this occurred?

23 A. No.

24 Q. Did you ask him whether the document

25 had already been prepared when he was being

1 R. SWEENEY

2 chased around the table?

3 A. Apparently it had because he was

4 trying to get him to sign it.

5 Q. So, is it your understanding Cortez

6 Bryant said that Jas Prince chased him

7 around the table with an agreement in one

8 hand and a gun in the other?

9 A. I am told he had the gun. I don't

10 know where the agreement was, whether it was

11 in his hand or not?

12 Q. You don't know whether it was

13 prepared or not at the time?

14 MR. HOFFMAN: Asked and

15 answered.

16 MR. EISENSTEIN: That may very

17 well be, but I am going to keep on

18 going.

19 Q. Did he tell you in this

20 conversation, how long ago it had occurred,

21 how long before it had occurred?

22 MR. HOFFMAN: Objection to the

23 form, what occurred?

24 Q. How long before he was talking to

25 you about the experience of being chased

1 R. SWEENEY

2 around the table had occurred?

3 A. I didn't ask the date it took place.

4 Q. Was the conversation with Cortez

5 Bryant before or after your conversation

6 with Derrick Lawrence?

7 A. I seem to recall a conversation with

8 Cortez over the phone before I spoke to

9 Derrick. But I can't remember the sequence

10 of the conversation, it's been a long time.

11 Q. Well, you told us that Derrick

12 brought you the document, right?

13 A. Yes.

14 Q. It had already been signed by

15 Cortez?

16 A. Yes.

17 Q. Had you spoken to Cortez when

18 Derrick brought you the document?

19 A. That's what I can't remember. I

20 don't want to misstate it, but I believe I

21 did, but I don't remember the specific

22 conversation.

23 Q. Did Derrick Lawrence ask you whether

24 he should sign the document?

25 MR. HOFFMAN: You can answer

1 R. SWEENEY

2 that question. Not getting into --

3 A. He didn't ask me, he said he was

4 going to sign it because he didn't want any

5 problems with Prince.

6 Q. But he hadn't signed it when he

7 presented it to you, right?

8 A. He asked me about it.

9 Q. Had he signed it when he presented

10 it to you, gave it you?

11 A. I don't think so.

12 Q. Did he sign it in your presence?

13 A. No.

14 Q. Did there come a time when you

15 received a copy of it with all the

16 signatures on it?

17 A. I am sure at some point, yes.

18 Q. Who did you get it from?

19 A. I don't recall.

20 Q. Did Cortez Bryant say when he

21 described being chased around the table by

22 Mr. Prince with a gun, did he say whether

23 Derrick Lawrence was present at that time?

24 A. I don't recall.

25 Q. Mr. Sweeney, I am going to show you

1 R. SWEENEY
 2 a group of checks --
 3 MR. HOFFMAN: Give us the bank.
 4 MR. EISENSTEIN: A copy of
 5 checks on it.
 6 Q. These have been marked as Exhibit
 7 22.
 8 A. Okay.
 9 Q. Are these all the checks that came
 10 to Aspire in care of your office in New York
 11 from Universal Canada?
 12 A. It appears to be, yes.
 13 Q. Where were the checks deposited?
 14 A. These checks were sent over to
 15 Aspire's accounting office, I assume they
 16 deposited them.
 17 Q. They were not deposited in New York?
 18 A. I have no idea.
 19 Q. For how long a period of time did
 20 Universal Canada continue to send checks to
 21 you in New York?
 22 A. They continuously sent checks to me
 23 in New York.
 24 Q. Up to this day?
 25 A. Yes.

1 R. SWEENEY
 2 Q. So all the checks that --
 3 A. Yes. Let me rephrase that. At a
 4 point in time I was holding onto some checks
 5 in anticipation as I was trying to get this
 6 resolved. I subsequently sent all of those
 7 checks to Aspire's accounting office. After
 8 that some of the checks that I had been
 9 holding were stale and so Universal Canada
 10 had to reissue some checks and we just
 11 recently told them -- let's go back.
 12 Around the time when I was holding
 13 the checks and finally sent the checks over
 14 to the accounting office, I took the
 15 position they just would send the checks
 16 over to the accounting office.
 17 At a certain point my client said,
 18 wait, hold up. So I ended up telling Canada
 19 to wait, hold up. Now Canada who
 20 subsequently decided to go ahead and get the
 21 checks and put them into the account. So
 22 those checks were on the way, in which I
 23 would do like I normally do, which is to
 24 take the check and send it over to Aspire's
 25 accounting office.

1 R. SWEENEY
 2 MR. HOFFMAN: I need to ask a
 3 question. This document that was
 4 just marked as Plaintiff's
 5 Exhibit 22, there are no Bates
 6 numbers on the checks.
 7 MR. EISENSTEIN: They come from
 8 you.
 9 MR. HOFFMAN: Which may have
 10 been produced to us.
 11 MR. EISENSTEIN: We just got
 12 them.
 13 MR. HOFFMAN: That was
 14 September 17th. I know you can't
 15 produce everything, it takes some
 16 time to do so.
 17 Q. Do I understand that up until the
 18 present, Universal Canada checks if not
 19 being held in Canada came through your
 20 office?
 21 A. That's correct.
 22 Q. Did you make copies of all of the
 23 checks that came in?
 24 A. I believe so.
 25 Q. When was the last time you received

1 R. SWEENEY
 2 a check from Universal Canada?
 3 A. In two or three months now.
 4 Q. Circling back to what you were
 5 telling us about the accounting that either
 6 is or isn't completed through June 2013,
 7 what checks were coming in two or three
 8 months ago?
 9 A. Well, based on the deal, they are
 10 required to make an accounting. I don't
 11 know if it is monthly or quarterly. I have
 12 to look at the agreement. They are supposed
 13 to make an accounting.
 14 Q. Didn't you at some point tell them
 15 to hold the payments?
 16 A. Yes. This was around the time when
 17 we were trying to make all the publishers
 18 and all the third-parties produce what they
 19 haven't been paid up to June 30th. Once
 20 they paid all of these people, I am pretty
 21 certain it was sent, they sent proceeds to
 22 Aspire.
 23 Q. Has Aspire made distribution to the
 24 Prince parties from the net proceeds that
 25 were received after the June 30, 2013 thing

1 R. SWEENEY
 2 was squared away?
 3 A. Not to my knowledge.
 4 Q. Why is that?
 5 A. I have no idea.
 6 Q. Have you functioned as the business
 7 manager for Aspire?
 8 A. No.
 9 Q. Have you ever functioned as the
 10 business manager for Aspire?
 11 A. No.
 12 Q. Who is the business manager for
 13 Aspire?
 14 A. I guess Charlene Clarke, if she is
 15 characterized as a business manager. She
 16 handles the books and pays the bills.
 17 Q. She is a bookkeeper, right?
 18 A. That's my knowledge, that's who they
 19 hired to handle this.
 20 Q. Since the last -- do you remember
 21 the deposition in August of 2013 when I
 22 asked you some questions about the Playboy
 23 settlement?
 24 A. Yes.
 25 Q. Do you remember -- well, why don't I

1 R. SWEENEY
 2 read it to you. I asked you this
 3 question --
 4 MR. HOFFMAN: Where are you now?
 5 MR. EISENSTEIN: Page 96, line
 6 12.
 7 Q. "QUESTION: What I want to know is
 8 in this situation after this settlement, did
 9 you participate in any discussions with Ed
 10 Grauer, G-R-A-U-E-R, or anyone else about
 11 where the cost of this Playboy settlement
 12 should go, who should get charged for it?"
 13 "ANSWER: I don't remember the exact
 14 conversations that I had with Ed Grauer. I
 15 had a conversation with Ed Grauer early on
 16 because Ed is typical Ed, Ed wants to charge
 17 everyone else but Cash Money. Okay, that's
 18 typical Ed. The rest of it I don't
 19 remember."
 20 "QUESTION: You don't remember any
 21 discussions, I am asking particularly in
 22 relation to what -- where the money that had
 23 been paid out for the settlement should be
 24 allocated?"
 25 "ANSWER: From my standpoint, I

1 R. SWEENEY
 2 don't remember. I want to go back and check
 3 E-mails, or whatever, to see if I got
 4 anything about this, and whatever it says,
 5 that's what it is."
 6 My question to you, Mr. Sweeney, did
 7 you go back and check your E-Mails about
 8 your involvement in the effort to settle the
 9 Playboy dispute or about the allocation of
 10 what was being paid?
 11 A. Yes, I had conversations with Ed
 12 Grauer saying he charged against the Drake's
 13 account because this was typical Drake doing
 14 whatever Drake wanted to do.
 15 I also said, don't charge Young
 16 Money and so when we got this statement, I
 17 looked at the statement, and my first
 18 instance was, what is this?
 19 You subsequently in my deposition
 20 pointed out that it was the Playboy
 21 litigation. The truth of the matter is,
 22 that amount of money should have been
 23 charged against Drake, never charged to
 24 Aspire. It should have never been charged
 25 against Young Money. But that's the

1 R. SWEENEY
 2 statement they rendered to us. As I said
 3 earlier in my earlier deposition, it is
 4 wrong.
 5 Q. So you agree now it should be
 6 charged against Drake?
 7 MR. HOFFMAN: Object to the form
 8 of that. He said that before in his
 9 deposition. The now part is what I
 10 am having trouble with.
 11 MR. EISENSTEIN: Well, I will
 12 withdraw the now.
 13 Q. You agree it should be charged
 14 against Drake?
 15 A. Yes.
 16 Q. My other question to you about this
 17 is, did you have an involvement in the
 18 efforts to settle the negotiations with
 19 Playboy?
 20 MR. HOFFMAN: Objection to the
 21 form. Asked and answered. He can
 22 answer it again. I reread all of
 23 this last night. You covered it.
 24 MR. EISENSTEIN: He said he
 25 didn't recall.

R. SWEENEY

A. No, I said I had a couple of conversations early on with Edward Johnson.

Q. Well then, my question isn't clear, I am asking it again. When the claim was made that Drake had a sample of something that belonged to Playboy without clearance, were you involved in the efforts to resolve that dispute before it became the subject of litigation?

A. Again, what I recall is there was some discussions when we were in the middle clearing the sample not, not, you know, litigation settlement. But typically what happens is, prior to the release of an album, there are samples on the album we get involved in negotiating deals, licensing deals. I seem to remember there were some discussions early on.

I just know that I got a call one day from Ed Grauer saying there is some kind of hearing. I reached out to Nevel Johnson who I know, we had a couple of conversations and Ed Grauer in whatever, and in the end he came back and said they had this settlement,

R. SWEENEY

and blah blah, blah, and I am like -- I am sorry, settlement, and that was the first I knew of some type of settlement.

It was clear, as I stated before, this was something that Drake did. It wasn't something that Aspire or Young Money or Cash Money did, but Drake did.

THE WITNESS: Can I take a break?

MR. EISENSTEIN: Sure.

(Whereupon, a recess was taken at this time.)

Q. Mr. Sweeney, I am showing you what was marked as Exhibit 23 for identification. Do you see that it contains an E-mail from somebody named Deborah Mannis Gardner, at DMG Clearance to you?

A. Yes.

Q. Dated February 18 of 2010?

A. Yes.

Q. Did you receive this E-mail at the time it was sent?

A. Yes.

Q. Did it have with it a copy of an

R. SWEENEY

agreement with Playboy to declare the use of the sample?

A. I assuming it does because it says that here.

Q. Take a look at the documents and see if there is a document in here?

A. It makes reference to an agreement, there is a document attached to it.

Q. That document is a draft agreement?

A. Yes.

Q. With Playboy to clear the sample?

A. Yes.

Q. That calls for a \$100,000 advance?

A. That's what it says.

Q. This is being sent to you in February of 2010 asking to you review and sign, correct?

A. No. This is a copy of an agreement, as I testified to earlier. I said that early on when we were about to release a record, we, you know, we hire someone like Deborah Mannis Gardner to contact all of these people and clear all the samples. The samples were provided to us by the artist.

R. SWEENEY

In this case, Deborah Mannis Gardner reached out to Playboy, made a deal in which they were to receive \$100,000. If you look at the top of the agreement, it is between Cash Money, in care of Ed Grauer and them.

If you look at page 2 of the agreement -- page 2, I am clear. If you look at page 3 of the first agreement, it has Cash Money referencing, signature line for Cash Money records. If you look at page 2 of the second agreement, it has a signature line for Cash Money records.

Q. So take a look at Exhibit 24, Mr. Sweeney, is that the E-mail you received from Deborah Mannis Gardner on March 5th, something short of a month later?

A. I am sure.

Q. She is asking your comments as soon as possible lest the deal be lost?

A. I had said no comment.

Q. Did you write back to her?

A. I spoke to her on the phone. This is something we routinely do with a sample clearance people. The really issue you can

1 R. SWEENEY

2 see is that Ed, when will the check be

3 ready.

4 Q. Take a look at Exhibit 25, this an

5 E-mail you sent to Ed Grauer?

6 A. Hold on. Yes.

7 Q. What did you say to him?

8 A. This is foul, call me about that.

9 Q. What does that mean this is foul?

10 A. They didn't pay Playboy. He said to

11 her I hope to have the check next week. She

12 said to us earlier they need to get this

13 done as soon as possible or there be a

14 retraction.

15 Q. Take a look at Exhibit 27,

16 Mr. Sweeney. Is that an E-mail that you

17 received from DMG Clearances on March 22nd

18 of 2010?

19 A. Hold on, 22nd?

20 Q. Yes.

21 A. I am sure it was.

22 Q. Did you see that this person from

23 DMG Clearances is saying Ed is overnighting

24 the check today. And then she continues to

25 say, we really need the agreement, dot, dot

1 R. SWEENEY

2 dot and Ron, question mark.

3 Do you see that?

4 A. Yes.

5 Q. That's to you right?

6 A. Yes.

7 Q. Why is she asking you about the

8 agreement?

9 A. Good question.

10 Q. Take a look at Exhibit 28, this is

11 dated April 7 of 2010, right?

12 A. Apparently what is going on here --

13 Q. Wait, let's just establish what this

14 is. This is an E-mail from Janice Shreve at

15 DMG Clearances, saying Ron, can you let us

16 know what is going on with the agreement

17 with Playboy, please. We really need to get

18 this back to Playboy ASAP. They have been

19 paid and need the agreement. Do you see

20 that?

21 A. I told them that Cash Money needs to

22 sign the agreement there.

23 Q. So they are writing to you, even

24 though you told them that it's Cash Money

25 that needs to sign the agreement?

1 R. SWEENEY

2 A. Cash Money is on the agreement, not

3 us.

4 MR. HOFFMAN: Also copied on

5 this E-mail. Take a look at 29,

6 this is a follow up from Deborah

7 Mannis to you --

8 A. Hold on one second. I am trying to

9 recall whether or not this check was ever

10 sent in the first place.

11 Q. Twenty-eight says they have been

12 paid?

13 A. Yes, but who sent it. I am sorry.

14 Q. Twenty-eight says that at the time

15 DMG Clearances is saying Playboy has been

16 paid and they need the agreement?

17 A. I am not certain they were paid, but

18 the contracting party was Cash Money. There

19 was no reason for us to sign the agreement.

20 MR. HOFFMAN: May I try to

21 clarify some of this payment by

22 going to 30, if you want.

23 MR. EISENSTEIN: I definitely

24 want.

25 MR. HOFFMAN: About when a

1 R. SWEENEY

2 payment was made.

3 MR. EISENSTEIN: There are other

4 interesting things about 30.

5 MR. HOFFMAN: That's why you

6 marked it.

7 Q. So 30 is directly from Playboy to

8 you, right, from Jeremy Kenik, K-E-N-I-K at

9 Playboy?

10 A. Yes, I got on the phone with Ed. I

11 talked to him about this.

12 Q. Let's take it step-by-step. They

13 are writing to you about getting a signature

14 on this. Are they simply wrong about who

15 they should be talking to, are they in error

16 they need to talk to you?

17 A. When we got the sample license we

18 forwarded it over to DMG who handles all of

19 this. They negotiate the license, the whole

20 nine yards. That's what happened, that's

21 what is reflected here. She is saying that

22 the agreement is done and needs to be signed

23 and \$100,000 be sent. I am trying to

24 remember this in terms of timing and what

25 have you. I seem to recall that somebody,

R. SWEENEY

Cash Money, was doing -- I can't recall exactly what it was. What they agreed to, I just can't remember exactly. But clearly the records were released prior to getting this done.

Q. Let's just stay for a moment with the question of why Playboy is writing to you and telling you unless they get a response in a week, they were going to litigate?

A. Well, I would think he says we asked for \$100,000 in February, and we believe that amount is more appropriate, an appropriate advance. We are still going to ask some questions on whether Money Cash repaid the money. Apparently they didn't pay the money.

Q. I am asking you a different question. I am asking you why they are writing to you about this?

A. Because I am counsel for Young Money.

Q. So you needed to respond to this, right?

R. SWEENEY

A. I am sure I did. I am sure I got on the phone with Ed. I am sure I spoke to them. This payment and the agreement was to be signed by Cash Money and the payment was supposed to come from Cash Money. All you can do is get on the phone, hey, you need to take care of this.

MR. HOFFMAN: Are you giving him 31 now?

Q. I am giving him 31 now. In 31, Ed Grauer is asking you to handle this as soon as possible?

MR. HOFFMAN: No.

A. No. No, he said Ron what is going on with this.

Q. Please it needs to be handled ASAP, signed Ed?

A. This is BS, cover your ass because the bottom line is, go back to all of these documents, it's all about where is the \$100,000 to give to these guys.

Q. What it's all about, Mr. Sweeney, is that there was an opportunity to settle this for \$10,000 until the song became -- if that

R. SWEENEY

had been paid promptly and there was an opportunity for \$100,000, right?

MR. HOFFMAN: I am going to object to the form of that question.

A. No.

MR. HOFFMAN: That's what he said.

A. Hold on, let's go back.

MR. HOFFMAN: Twenty-three.

Q. Twenty-three was a contract for a \$100,000 advance?

A. All right, let's go to Exhibit 30. Essentially I am in the middle of this in a sense. This was turned over like normal procedure to DMG, DMG negotiated the license and Cash Money was supposed to make a payment of \$100,000. What Cash Money did pursuant to this E-mail on Exhibit 30, they sent \$10,000 instead of \$100,000.

When you look at my E-mail on March 5, 2010, like this is foul, call me about this. I am calling, they need to send the money over to Playboy. The license was negotiated by Deborah Mannis Gardner, not by

R. SWEENEY

myself. She was hired by us, by Cash Money, she is paid by Cash Money to take care of them. They were supposed to sign the license and send the \$100,000 and it didn't happen.

Q. Would it be fair to say that you are saying that Cash Money was holding up the process?

A. Absolutely.

Q. These documents are asking you why you haven't responded?

MR. HOFFMAN: Objection to the form of the question.

A. What they are doing is, they are hiding behind the fact they haven't sent \$100,000. They sent cash -- I mean they sent Young Money -- I mean Playboy \$10,000 instead of \$100,000, and they are just hiding trying to create a scenario, which they do quite frequently, giving the impression somebody hadn't done anything. Deborah Mannis Gardner had already did what she needed to do. They needed to sign the agreement and send the \$100,000. The

1 R. SWEENEY

2 problem is they never sent the \$100,000. If

3 you speak to Playboy, they will tell you,

4 they are pissed off at Ed Grauer.

5 Q. Not at you?

6 A. No.

7 Q. When, in fact, this case got settled

8 for a million-one, right?

9 A. I believe so. I don't remember the

10 amount.

11 Q. Take look at Exhibit 36.

12 MR. HOFFMAN: That's a draft.

13 Q. Have you seen Exhibit 36 before?

14 A. I kind of want to say this is what

15 started the conversation about who is going

16 to pay for this. But I don't believe there

17 is a document that exists, unless you can

18 show it to me, that shows that Aspire signed

19 this or Young Money.

20 Q. Did you agree whether there is a

21 document or not, did you agree that

22 68 percent --

23 A. No.

24 Q. You got to let me finish the

25 question. That 68 percent of the legal fee

1 R. SWEENEY

2 should be charged to Aspire?

3 A. No.

4 Q. Did you agree that \$740,000 of the

5 up front payment should be charged to

6 Aspire?

7 A. No.

8 MR. HOFFMAN: Objection to the

9 form, up front, a one time payment?

10 MR. EISENSTEIN: One time

11 payment.

12 Q. To your knowledge, was there any

13 resolution of how the expense of this

14 litigation should be allocated?

15 A. The position I took with Cash Money,

16 they should charge this against Drake.

17 Q. Is it -- I just want to make sure I

18 understand it. Is it your testimony when it

19 came time to allocate this, you talked out

20 loud in your discussions with the other

21 parties, the position that a hundred percent

22 of it should be charged to Drake?

23 A. My position with them, a hundred

24 percent should be charged against Drake,

25 there is no way they should be charging our

1 R. SWEENEY

2 clients. Now I will say to you, I know I

3 specifically said Young Money, I don't know

4 if I specifically said Aspire. I do recall

5 Young Money. But I do know the position I

6 took was that, this was once again Drake

7 doing exactly what he wanted to do when he

8 wanted to do it. He should bear the burden.

9 Q. You took up -- just so I am clear.

10 You objected in writing to any charge

11 against Young Money, right?

12 A. Yes.

13 Q. You never did that in relation to

14 Aspire?

15 A. I don't recall. I may have or may

16 not, but the gist of it was, it should only

17 be charged against Drake.

18 Q. Take a look at 35, 35 contains a

19 couple of E-mails from you to Ed Grauer.

20 The one at the top and one at the bottom.

21 A. Yes.

22 Q. At the bottom, you said about

23 referring to this Playboy settlement. Wayne

24 is not paying for this bullshit and once

25 again you refuse to keep myself, Cortez

1 R. SWEENEY

2 abreast of matters that effect Wayne and

3 Young Money, right?

4 A. Yes.

5 Q. You didn't make any reference to

6 Aspire, correct?

7 A. No, but they are all lumped, in my

8 mind, Cortez and Aspire, they are all lumped

9 together. The whole thing about this deal,

10 the beauty of the deal was, everybody's

11 interest was aligned. In this particular

12 case, this litigation should not have been

13 charged against Aspire or Young Money, it

14 should be charged against Drake -- what this

15 E-mail is doing, by the way, yeah, once

16 again you are distorting the facts. Then I

17 said Wayne is not contributing to this

18 settlement. He is distorting the facts

19 because he is rearranging the facts now as

20 if he did something that he didn't do. I

21 was trying to call him out on this. That

22 was the purpose of this E-mail.

23 THE WITNESS: A break?

24 (Whereupon, a recess was taken

25 at this time.)

R. SWEENEY

(Whereupon, a luncheon recess was taken at 12:40 P.M.)

AFTERNOON SESSION
(Time noted 1:50 P.M.)

Q. Mr. Sweeney, I am going to show you pages from the Aspire ledger report that has been produced by your attorney and ask you some questions. First is Exhibit 37.

Do you see that on March 9, 2011 each of the Bryant Management and On-The-Road -- Bryant Management, Inc. and On-The-Road, LLC, out \$50,000 for professional services rendered?

A. Yes.

Q. Bryant Management is Cortez Bryant, right?

A. That's correct?

Q. On-The-Road, LLC is Derrick Lawrence?

A. Yes.

Q. Do you know of any professional services that were rendered by either Cortez Bryant or Derrick Lawrence to Aspire?

A. Without seeing the underlying bills

R. SWEENEY

or whatever, I wouldn't know. I couldn't tell from here.

Q. Let me read from the testimony of Cortez Bryant.

MR. EISENSTEIN: Do you need a copy of that?

MR. HOFFMAN: I trust you. Tell me what page it is on.

MR. EISENSTEIN: Forty-three.

Q. "QUESTION: What do you actually do for Aspire, you personally?"

"ANSWER: What do I for Aspire?"

"QUESTION: Yes. Yes."

"ANSWER: Nothing. It was just a house to have Drake's production deal to run through."

"QUESTION: It is just a shell?"

"ANSWER: Yes, it's just a shell."

"QUESTION: It has never actually done anything except be a conduit to which production deals occur, right?"

"ANSWER: Correct."

"QUESTION: What does Derrick Lawrence do for Aspire?"

R. SWEENEY

"ANSWER: Same thing that I do."

"QUESTION: Nothing?"

"ANSWER: Yeah, exactly."

With that testimony in mind, can you identify any professional services that either of them rendered to Aspire?

A. Both Cortez Bryant and Derrick Lawrence co-owned Aspire. The services they rendered, I am not aware what services were rendered from these particular notations.

Q. Take a look at Exhibit 38, down at the bottom do you see that there was an incoming wire of \$232,990 from Universal Canada?

A. Yes.

Q. Do you see on the same day that an outgoing wire was sent to Young Money?

A. Yes.

Q. What is the justification for that?

A. It looks like they sent Young Money their share of the money.

Q. So that's based on your statement that Young Money is entitled to 50 percent of the money that came into Aspire from

R. SWEENEY

Canada?

A. Remaining money, yes.

Q. That's based on Paragraph 15 of the memorandum of understanding that you talked about earlier, correct?

A. Yes.

Q. Thirty-nine, do you see a loan to Dwayne Carter?

A. Yes.

Q. For \$20,000?

A. Yes.

Q. Why is Aspire making loans to Dwayne Carter?

A. I have no idea.

MR. HOFFMAN: If you know.

MR. EISENSTEIN: Every question is if you know. If you don't know, the answer is I don't know.

MR. HOFFMAN: Not necessarily.

Q. You see two items down from there is an entry to record over-the-counter withdrawal to purchase Christmas gift for Wayne's mom, do you see that?

A. Yes.

R. SWEENEY

Q. Why is it Aspire paying for Christmas gifts for Wayne's mom?

A. I have no idea.

Q. Is that a legitimate Aspire expense?

MR. HOFFMAN: Object to the form.

A. I have no idea.

MR. HOFFMAN: I am sorry. The document you just gave us is a document that was pulled apart. You have given us some parts --

MR. EISENSTEIN: You are making reference to the fact the check was voided.

MR. HOFFMAN: It looks like the document you gave me is page 5 and separated from this which is page 6, but is part of the same thing.

MR. EISENSTEIN: Right.

MR. HOFFMAN: There is an indication that the check was voided.

MR. EISENSTEIN: Yes, because the entry above the check on the

R. SWEENEY

Previous page 38, is that a wire transfer was made, so the check was voided.

MR. HOFFMAN: Right.

MR. EISENSTEIN: In other words, the payment was made on Exhibit 38.

MR. HOFFMAN: I see if they canceled out.

MR. EISENSTEIN: Then the check that had been issued was then voided because there already had been a wire transfer.

Q. Did I give you 40 already?

A. Yes.

MR. HOFFMAN: No.

MR. EISENSTEIN: I didn't give it to you?

Q. You see there are payments designated as officer pay out to On-The-Road LLC and Bryant Management, Inc.?

A. Yes.

Q. Are you aware of any agreement, operating agreement of Aspire that authorized these payments?

R. SWEENEY

A. Not that I am aware of.

Q. Do you know whether there is an operating agreement for Aspire?

A. Not that I am aware of.

Q. Do you know on what basis these payments were made?

A. I have no idea.

Q. Take a look at 41. Do you see at the bottom of the page a transaction on 11/5/12 to record a check card purchase to Tourneau, T-O-U-R-N-E-A-U on behalf the D. Carter, \$18,282?

A. Yes.

Q. Do you know why Aspire is paying for the purchase of something at a store called Tourneau?

MR. HOFFMAN: Objection to the form.

A. I have no idea.

Q. Was there ever -- Carter, Dwayne Carter is your client, right?

A. That's correct.

Q. Was he authorized to simply make cash withdrawals from Aspire?

R. SWEENEY

MR. HOFFMAN: Objection to the form.

A. Not to my knowledge.

Q. Did you ever have any discussion with the principals of Aspire about Dwayne Carter using Aspire as a source of cash for personal expenses?

MR. HOFFMAN: Objection to the form.

A. No.

Q. So on the same page Bryant Management and On-The-Road LLC each took out \$50,000 as payment for outside service rendered?

A. Yes.

Q. Do you know what those outside services were?

A. I have no idea.

Q. Did you pay any attention to the use of Aspire money?

A. It's not my job.

Q. That's because you had nothing to do with the business of Aspire, is that your testimony?

1 R. SWEENEY
2 MR. HOFFMAN: Objection to the
3 form.

4 A. I had nothing to do with the
5 handling of Aspire's funds other than
6 collecting checks from Canada.

7 Q. Well, you were very much
8 involved -- withdrawn.

9 Aspire made an agreement
10 -- withdrawn.

11 You made an agreement on behalf of
12 Aspire with Universal Canada?

13 A. That's correct.

14 Q. Under that agreement, Aspire, which
15 has no employees, was responsible for
16 figuring out who all the third-parties were
17 and arranging for payment, correct?

18 MR. HOFFMAN: Objection to the
19 form.

20 A. Yes.

21 Q. Did you have any involvement in that
22 process?

23 A. To the extent of saying these people
24 needed to be paid and the statement needs to
25 be prepared.

1 R. SWEENEY
2 Q. You were the person who communicated
3 with Canada, with Universal Canada, to tell
4 them to stop making payments and do the
5 accounting, right?

6 A. After I conferred with my client,
7 yes.

8 Q. But you are the communicator, you
9 are the person who actually communicated
10 with Universal Canada about that, right?

11 A. Yes.

12 Q. You arranged for Universal Canada or
13 prodded Universal Canada to do the
14 accounting?

15 A. Yes.

16 THE WITNESS: I need a break.

17 (Whereupon, a recess was taken
18 at this time.)

19 Q. Exhibit 42. I am directing your
20 attention to the account in the Aspire
21 ledger report that is called due from Cortez
22 Bryant?

23 A. Yes.

24 Q. You see the opening balance
25 beginning of 12/30 --

1 R. SWEENEY
2 A. I am sorry, where is 12/30?

3 Q. At the top of the page.

4 A. You mean 12/31?

5 MR. EISENSTEIN: We have the
6 same document, first entry at the
7 top.

8 A. That's the beginning balance. I see
9 beginning 12/31, got it.

10 Q. You got it. It's account 1160-006
11 over in the left hand margin?

12 A. Okay.

13 Q. We are together?

14 A. Yes.

15 Q. Do you see the beginning balance of
16 the account from Cortez Bryant is
17 \$138,809.29, right?

18 A. Yes.

19 Q. On the next page, closing balance at
20 the end of January 2012, is \$199,425.64?

21 A. Yes.

22 Q. Was Cortez Bryant authorized to just
23 make cash distributions to himself from
24 Aspire?

25 MR. HOFFMAN: Objection to the

1 R. SWEENEY
2 form.

3 A. I have no idea.

4 Q. Were you aware as an attorney for
5 Aspire, that Aspire was a defendant in a
6 lawsuit which claimed that some proportion
7 of its revenues belonged to a different
8 party?

9 MR. HOFFMAN: Object to the
10 form.

11 MR. EISENSTEIN: What is wrong
12 with the form?

13 MR. HOFFMAN: It's about as
14 vague as it could be. A party and
15 defendant in a lawsuit. I don't
16 know what you are getting at.

17 MR. EISENSTEIN: Just to humor
18 you, I will do it again.

19 Q. From the time this lawsuit was
20 filed, you were aware, were you not, of the
21 claim against Aspire that it owes a
22 proportion of its income to the plaintiffs,
23 the Prince parties?

24 A. Yes.

25 Q. Have you taken any steps in whatever

1 R. SWEENEY
2 capacity you serve at Aspire, to see its
3 revenues are safeguarded from inappropriate
4 expenditures?

5 MR. HOFFMAN: Objection to the
6 form, you can answer.

7 A. Once I knew the monies were coming
8 in, the big issue about Universal Canada's
9 funds, it had more to do with the fact that
10 we were in a sense acting -- we had a
11 distributor that was taking a distribution
12 fee and taking all of the balance of the
13 monies and paying it over to Aspire.

14 I advised Aspire and their
15 principals that it was very important that
16 they paid all of these third-parties. At
17 some point I took the position we should not
18 send the checks over to the accountant,
19 which she tried to hold on to them because
20 they had certain obligations including
21 Prince, the plaintiff. I advised my clients
22 of that.

23 I took steps at one point to hold on
24 to the checks as opposed to sending them
25 over to Aspire. At a certain point I sent

1 R. SWEENEY
2 checks over to Aspire.

3 Q. When did you hold checks and when
4 did you start sending them to Aspire?

5 A. I would say to you that I recently
6 in the last three months went ahead and sent
7 some checks I was holding over to Aspire.
8 It ended up that some of the checks were
9 stale. Then there was a discussion about
10 where the checks were going to go, but at
11 that point I told them to send the checks
12 directly to the accountant's office.

13 Q. Up until that point, some months
14 ago, that is in 2014, all of the checks, all
15 of the income checks from Universal Canada
16 were coming to Aspire in care of your
17 office; is that correct?

18 A. Yes.

19 Q. At your direction?

20 A. That was at the initial direction
21 under the deal, that's something I normally
22 do with every client so I know, in fact,
23 they received the payment.

24 Q. Were you keeping track of the
25 payments that were coming in?

1 R. SWEENEY
2 A. Keeping track from the standpoint of
3 receiving the documentation, receiving the
4 checks. At a certain point I said to you I
5 started holding on to the checks, then
6 subsequently turned the checks over and the
7 statements over to the accountant's office.

8 Q. What I meant by keeping track of,
9 did you, as checks came in, did you or
10 someone in your office keep a tally of the
11 amount of income coming in, as you said
12 keeping track on behalf of your clients,
13 what is coming in. Did you actually add up
14 the checks as they came in?

15 A. No.

16 Q. Do you have any idea how much money
17 came in checks to Aspire in care of your
18 office?

19 A. No, I do not.

20 Q. Do you have any idea how much money
21 was involved in the checks that you held for
22 a period of time?

23 A. Two or \$300,000.

24 Q. Did you review all the checks as
25 they came in?

1 R. SWEENEY
2 A. I looked at the checks, let them
3 know that the check came in. Prior to my
4 holding on to the checks, I sent them to the
5 accountant after I stopped holding on to the
6 checks, I sent them on to the accountant.

7 Q. When you say the accountant --

8 A. I mean the bookkeeper.

9 Q. You mean Charlene Clarke?

10 A. Yes. What I did do, I did go back
11 to Canada and asked them to reconstruct and
12 they gave us a statement of all of the
13 checks so that we can have one ledger of all
14 of the money that came in. I don't recall
15 what that number was. That was part of the
16 documentation that was sent over to Jeffrey
17 Turner be able to put it together.

18 Q. Did you receive that reconstruction
19 from Universal Canada of all the money that
20 you asked for?

21 A. Yes.

22 Q. Have you supplied a copy of that to
23 Mr. Hoffman?

24 A. Yes.

25 MR. HOFFMAN: You will get a

1 R. SWEENEY
2 copy shortly, hopefully with a full
3 account.

4 MR. EISENSTEIN: Since the full
5 accounting is still in a category of
6 things to be hoped for, and the
7 listing appears to exist.

8 MR. HOFFMAN: I will have it
9 next week.

10 MR. EISENSTEIN: I appreciate
11 getting the listing.

12 MR. HOFFMAN: You will get all
13 the stuff that you have that you
14 haven't given me.

15 MR. EISENSTEIN: Sure, what was
16 marked is what I have.

17 MR. HOFFMAN: The other
18 documents we talked about for Cash
19 Money and those payments.

20 Q. Why did you have the checks sent to
21 your office rather than being sent directly
22 to Aspire's bookkeeper in Florida?

23 A. So I would not have to do double the
24 work to find out whether or not Canada did
25 what it was supposed to do. I do that as a

1 R. SWEENEY
2 standard operating procedure on any deal I
3 do.

4 Q. Did you do that with respect to any
5 amounts that had been received in relation
6 to the rest of the territory, the universe
7 minus Canada? In other words, did you give
8 instructions that all checks for Aspire were
9 to come to you?

10 A. If I were dealing with Universal
11 ex-Canada directly, they would have been
12 sending checks to me, but unfortunately--
13 well, I was dealing with Cash Money. Cash
14 Money does what Cash Money wants to do in
15 terms of wire transfers and the likes. So I
16 can't say that is the case, that happens
17 with Cash Money.

18 Q. Did you tell Cash Money that you
19 wanted you the checks paid to you or sent to
20 you?

21 A. Everything. If you look at the
22 agreement, the agreement is in care of Ron
23 Sweeney. That's what the agreement says.

24 Q. The agreement says that the parties
25 are identified at the beginning in care of

1 R. SWEENEY
2 Ron Sweeney. Is there an instruction in the
3 agreement that checks go to you?

4 A. I would think that somewhere in the
5 agreement it says they are is going to send
6 any payments or statements to the address
7 written at the top of the page.

8 MR. EISENSTEIN: Forty-three,
9 please.

10 (Whereupon, a multi-page
11 document, a U.S. tax return for
12 partnership income for calendar year
13 2009 was so marked as Plaintiff's
14 Exhibit 43 for identification as of
15 this date by the reporter.)

16 BY MR. EISENSTEIN:

17 Q. Mr. Sweeney, showing you what was
18 marked as Exhibit 43 again, a document
19 produced by your attorneys.

20 A. By?

21 Q. By your attorneys.

22 A. By my attorneys?

23 Q. You are a defendant in this case.

24 A. I am sorry, say that again. Can you
25 read back what he just said.

1 R. SWEENEY
2 (Whereupon, the record was read
3 by the reporter.)

4 A. My attorneys didn't prepare this.

5 MR. HOFFMAN: Not prepare,
6 produce.

7 Q. Produce.

8 A. My attorneys produced. I
9 misunderstood. I apologize, I thought you
10 said my attorneys prepared something.

11 Q. No, but speaking of who prepared it,
12 who is Mark Torphy, CPA?

13 A. I have no idea.

14 Q. Charlene Clarke, the bookkeeper for
15 Aspire is located in Florida, correct?

16 A. That's correct.

17 Q. Do you know who selected Mark
18 Torphy, CPA to do the tax returns for
19 Aspire?

20 A. I have no idea.

21 Q. Have you ever heard of Mark Torphy,
22 CPA?

23 A. I am trying to remember whether or
24 not this guy was an accountant that was used
25 at some point by Wayne, but I don't

1 R. SWEENEY

2 remember. I don't get involved with that.

3 Q. Well, please do try to remember.

4 Was this guy an accountant that was used by

5 Wayne?

6 A. I don't remember.

7 Q. Have you ever seen these tax returns

8 before?

9 A. No.

10 Q. Can you take a look at the last

11 page?

12 A. Yes.

13 Q. Actually before you do that, let's

14 look at the first page. Did Aspire have

15 income of a million dollars in 2009?

16 A. I don't know.

17 Q. What income are you aware of that

18 was received by Aspire in 2009?

19 A. Off the top of my head, I couldn't

20 tell you, it's five years ago.

21 Q. Do you have any records in your

22 office that would indicate what income was

23 received by Aspire in 2009?

24 A. I would have to take a look at the

25 contracts that we have in front of us.

1 R. SWEENEY

2 Q. To see what if -- if there was an

3 advance in that amount?

4 A. I would have to look at the contract

5 to see if the contract said there was an

6 advance paid. If it says an advance paid, I

7 will ask them the question, for what deal

8 was the advance paid. It was 2009, it was

9 in 2009. But I have no knowledge of it.

10 You are asking me about something I have no

11 knowledge about.

12 Q. Take a look at the last page. Do

13 you see a line that says legal and

14 professional \$750,000?

15 A. Yes.

16 Q. Did you receive any \$750,000 from

17 Aspire in 2009?

18 A. I wish, no.

19 Q. What did you receive from Aspire in

20 2009?

21 A. I don't recall, but I can say it was

22 nowhere near \$750,000.

23 Q. Are you aware of any other lawyer

24 for Aspire that provided services to Aspire

25 in 2009?

1 R. SWEENEY

2 A. Not that I am aware of.

3 Q. Are you aware of any other

4 professional services that Aspire received

5 other than accounting in 2009?

6 A. Not that I can recall.

7 Q. Do you have any explanation for this

8 figure of the \$750,000 deduction for legal

9 and professional services?

10 A. No, I didn't prepare the return.

11 Q. I know you didn't prepare the

12 return. I am asking whether you have any

13 idea of the basis --

14 A. No.

15 Q. -- for a deduction of \$750,000 for

16 legal and professional services?

17 A. No. I should be so lucky.

18 MR. EISENSTEIN: Forty-four.

19 Whereupon, a multi-page

20 document, a U.S. tax return of

21 partnership income for the calendar

22 year 2010 was so marked as

23 Plaintiff's Exhibit 44 for

24 identification as of this date by

25 the reporter.)

1 R. SWEENEY

2 BY MR. EISENSTEIN:

3 Q. Showing you Exhibit 44, a U.S. tax

4 return for 2010. Did you ever hear of

5 Genesis Business Solutions in Atlanta?

6 A. Who?

7 Q. First page, paid preparer.

8 A. No.

9 Q. Take a look at the last page, did

10 you receive \$50,000 from Aspire in 2010?

11 A. I don't recall.

12 Q. Were you paid a fee by Aspire in

13 2010?

14 A. Do we have calender here? I may

15 have paid for services on the Canada deal, I

16 don't recall.

17 Q. Did Aspire pay you on a percentage

18 basis or time basis?

19 A. Percentage.

20 Q. What was the percentage that you

21 received?

22 MR. HOFFMAN: Object to the

23 form. Asked and answered, this was

24 covered the last time.

25 A. Ten percent of whatever Derrick

R. SWEENEY

Lawrence and Cortez Bryant received.

Q. Limited to what Derrick and Cortez received?

A. After the lawsuit was filed, that was the prudent thing to do, was to do that, yes.

Q. After the lawsuit was filed?

A. Yes. If you find somebody before that, than I would be a happy camper but keep going.

Q. Take a look at the last page -- I am sorry, you are on the last page. Are you a -- can you explain, do you have any explanation for any deduction of \$343,000 in professional services to Aspire in 2010?

A. No. Again, I didn't prepare this statement, nor have I ever handled the books.

Q. Are you aware of --

MR. HOFFMAN: Form, just keep going.

Q. Are you aware of -- putting the documents aside, are you aware of any professional services that were provided to

R. SWEENEY

Aspire in 2010?

A. None that I can recall.

MR. EISENSTEIN: Forty-five.

(Whereupon, a multi-page U.S.

tax return of partnership income for

calendar year 2011 so marked as

Plaintiff's Exhibit 45 for

identification as of this date by

the reporter.)

BY MR. EISENSTEIN:

Q. I take it you have never seen this before, right?

A. No.

Q. Do you have any explanation for the unexplained \$200,000 deduction on this tax return?

A. I have never seen it before, I have no idea.

Q. Do you know of any professional services that were provided to Aspire to the tune of \$100,000 in 2011?

A. None that I am aware of. I would have to check my records.

Q. It says was 50 grand?

R. SWEENEY

A. I would have to look. I don't know if that 50 went to me or whatever. I have had no knowledge of how this tax return prepared and what documentation used.

Q. Did anything come -- did any records of Aspire, any banking records of Aspire other than the checks themselves from Universal Canada, come to your office?

A. No, the only bank records that came to my office was as a result of this litigation as they were gathering it for Mr. Hoffman.

Q. You didn't get copies of bank statements for any of Aspire's accounts?

A. No.

Q. Were any of Aspire's accounts maintained in New York?

A. I have no idea.

Q. Who opened the Aspire account, do you know?

A. No idea.

MR. EISENSTEIN: Forty-six.

(Whereupon, a multi-page

document, federal income tax return

R. SWEENEY

summary for the year of 2012 so

marked as Plaintiff's Exhibit 46 for

identification as of this date by

the reporter.)

BY MR. EISENSTEIN:

Q. First of all, have you ever seen the 2012 tax return of Aspire?

A. No.

Q. We can look at this first page, income tax summary. Do you see that Aspire is reporting \$287,348 in investment income under Schedule K other?

A. Yes.

Q. Do you have any idea where Aspire is getting \$287,000 plus investment income?

A. No idea.

Q. Does Aspire have any investments, any securities, any other form of investments that you put money in?

A. None that I am aware of.

Q. Have you ever represented Cash Money?

A. No.

Q. Have you ever represented Cash

1 R. SWEENEY
 2 Money's principals, owners?
 3 A. No.
 4 MR. HOFFMAN: We can -- just the
 5 question you asked, I think you may
 6 have your answer. Schedule A income
 7 and Schedule K other, if you add up
 8 those two numbers, interest income
 9 and royalty number, it turns out to
 10 be the same amount of the investment
 11 income number. I was just noticing
 12 that, I don't know what it means. I
 13 think that will tell you where that
 14 number came from.
 15 MR. EISENSTEIN: The numbers add
 16 up.
 17 Q. Mr. Sweeney, what was the
 18 distribution fee that was made part of the
 19 Canada deal that you negotiated?
 20 MR. HOFFMAN: Objection to the
 21 form.
 22 A. I believe it was 18 percent. If you
 23 can show me the exhibit, I can tell you
 24 specifically.
 25 MR. HOFFMAN: It is eleven.

1 R. SWEENEY
 2 THE WITNESS: I thought I said
 3 the percentage 5911.
 4 MR. HOFFMAN: No.
 5 A. Eighteen percent.
 6 Q. You negotiated, am I correct, you
 7 negotiated that agreement at the same time
 8 that you negotiated the agreement with
 9 Universal for the Universe ex-Canada?
 10 A. Around the same time, within the
 11 same year.
 12 Q. Am I correct that in those
 13 negotiations you were representing the
 14 interests of Aspire and of Young Money?
 15 A. Correct.
 16 Q. In relation to the agreement for the
 17 Universe ex-Canada, Young Money was part of
 18 a joint venture with Cash Money that was
 19 contracting with Aspire, right?
 20 MR. HOFFMAN: Objection to the
 21 form, you can answer.
 22 A. It was a three-way agreement, yes.
 23 Q. Well, it may have been three ways--
 24 A. There was an existing agreement
 25 between Cash Money, a 50/50 joint venture.

1 R. SWEENEY
 2 Q. They were then, in turn, agreeing
 3 with Aspire who had the rights to the
 4 artist, right?
 5 A. Yes.
 6 Q. What is the distribution fee
 7 applicable to the deal that you negotiated
 8 for the Universe ex-Canada?
 9 MR. HOFFMAN: Objection to the
 10 form.
 11 A. Eighteen percent.
 12 Q. For the Universe ex-Canada?
 13 A. No. No. No. The existing deal
 14 5925 percent.
 15 Q. Why is there a 25 percent
 16 distribution fee for that deal and
 17 18 percent for Canada?
 18 A. Two different deals.
 19 Q. We are talking two different people?
 20 My question is, they are both deals on
 21 behalf of Aspire, and they are both deals
 22 with the Universal entity, right?
 23 A. I would say to you the following, on
 24 any given day you can pull out a thousand
 25 agreements, and all thousand of those

1 R. SWEENEY
 2 agreements have distribution fee may be
 3 different on each one of them. However
 4 here, there was an existing agreement in
 5 place with Universal, a long term agreement
 6 that provided for a 25 percent distribution
 7 fee. What Aspire got 59 was the same
 8 distribution fee Cash Money and Young Money
 9 had already in existence.
 10 Q. So this was the deal that had been
 11 made for Little Wayne's recordings?
 12 A. No, this is a deal under the Young
 13 Money agreement with Cash Money. Young
 14 Money's agreement did provide that we are
 15 paid in the same manner as Cash Money. The
 16 distribution would be the same, so they
 17 could not add on any other extra points.
 18 Q. When was the distribution, the Young
 19 Money distribution fee agreement made?
 20 A. The agreement started originally in
 21 2003.
 22 Q. Did Young Money ever -- withdrawn.
 23 The idea of a distribution fee,
 24 correct me if I am wrong, is based on having
 25 to produce physical items and distribute

1 R. SWEENEY
 2 them, right?
 3 MR. HOFFMAN: Objection to the
 4 form.
 5 A. Confidential also.
 6 Q. When the distribution fee was first
 7 introduced to the industry, you are talking
 8 about the physical items, correct?
 9 A. Yes.
 10 Q. In fact, the 25 percent distribution
 11 fee dates from a time before digital
 12 downloads, right?
 13 A. Distribution fees existed prior to
 14 the digital downloads, not necessarily the
 15 percentage though quoted.
 16 Q. Does the distributor have to do the
 17 same work for digital downloads that the
 18 distributor has to do when they are
 19 distributing records or CDs?
 20 MR. HOFFMAN: Objection to form.
 21 A. It all varies depending on the
 22 product. Depending on where they decide to
 23 release the record. If they decide to
 24 release the record from a physical
 25 standpoint, you have manufacturing, you have

1 R. SWEENEY
 2 shipping costs. If you release it
 3 digitally, you have costs that are charged
 4 by, say iTunes or Google for using their
 5 portal.
 6 Q. The costs that are charged by iTunes
 7 or another portal, are they comparable to
 8 the charges, to the costs associated with
 9 manufacturing physical items, storing them
 10 and transporting them?
 11 A. No rhyme or reason for what they
 12 charge.
 13 Q. You are saying that there is no
 14 relationship between the cost of a digital
 15 download versus the cost of a CD and the
 16 distribution fee that is charged, it's just
 17 random?
 18 MR. HOFFMAN: Objection to the
 19 form.
 20 A. What I am saying to you, if we were
 21 to justify the percentage that iTunes and
 22 Google charge, you have to ask a question
 23 why, but it is the standard that they
 24 created.
 25 Q. I don't think you are answering my

1 R. SWEENEY
 2 question, Mr. Sweeney.
 3 MR. HOFFMAN: Do you want to
 4 repeat it?
 5 A. I am not trying to be cute with you
 6 but we are talking apples and oranges here.
 7 Q. Does it cost more to create, store
 8 and distribute a CD than it would cost to
 9 make a digital download available?
 10 MR. HOFFMAN: Objection to the
 11 form, you can answer.
 12 A. Again, yes and no because from a
 13 digital standpoint on top, there is a
 14 30 percent fee that iTunes or Google, or
 15 whatever, or Amazon charges the record
 16 company. So when you ask me that, there is
 17 a fee and the distributor is taking some
 18 type of fee. Then and what is left is
 19 passed on to the company. That's why I am
 20 saying it just depends. It's on a deal by
 21 deal basis in terms of which way.
 22 Q. I want to make sure I understand
 23 clearly what you are saying. I want you to
 24 put everything into the mix. Are you saying
 25 that it isn't significantly less extensive

1 R. SWEENEY
 2 from --
 3 A. No.
 4 Q. -- from the distributor's point of
 5 view to put out -- something out a digital
 6 download than it is to create, store and
 7 ship a physical item?
 8 MR. HOFFMAN: Objection to the
 9 form.
 10 A. You are asking me to assume numbers
 11 I am not aware of. I am saying to you
 12 that's a general rule. The fact that iTunes
 13 is charging 30 percent off the top and then
 14 you have the record company also sharing a
 15 distribution fee, I can't tell you which one
 16 is better.
 17 MR. EISENSTEIN: Let's take a
 18 minute, I want to make sure I have
 19 covered this and my understanding
 20 with my consultants on this.
 21 (Whereupon, a discussion was
 22 held off the record.)
 23 BY MR. EISENSTEIN:
 24 Q. Let me ask the question this way,
 25 Mr. Sweeney. What does Universal do for its

1 R. SWEENEY
 2 25 percent in relation to the digital
 3 download?
 4 MR. HOFFMAN: Objection to the
 5 form.
 6 A. With respect to digital downloads or
 7 physical, in the beginning there is like
 8 they fund everything, all the costs of the
 9 recording, they advance all the marketing
 10 costs and they provide their personnel to
 11 help market and promote the records. They
 12 deal with a variety of outlets in terms of
 13 trying to market the album. They have the
 14 exclusive rights pursuant to their Cash
 15 Money deal to distribute the records for
 16 that fee.
 17 Q. So you are saying that there is
 18 no -- are you saying there is no difference
 19 between what they do, what Universal does in
 20 relation to a digital download, compared to
 21 what Universal does in relation to a
 22 physical CD or record?
 23 MR. HOFFMAN: Objection to the
 24 form.
 25 A. I think that there is a departure of

1 R. SWEENEY
 2 the point in time in which they decide how
 3 they are going to distribute the record.
 4 The one instance, they have to take the
 5 steps of manufacturing of the actual disk
 6 and physically ship to it to the stores, and
 7 collect from the stores. On the digital
 8 side, they would in turn turn over the music
 9 to iTunes and iTunes would distribute it and
 10 turn around and pay it back over to the
 11 distributor.
 12 Q. Have you, since the deals involved
 13 in this case, have you negotiated deals with
 14 Universal for other artists?
 15 A. Maybe, I just -- I can't recall any
 16 off the top of my head. Certainly not
 17 involving distribution.
 18 Q. Sorry, certainly --
 19 A. Not involving a distribution fee,
 20 but it is very rare now for a company to get
 21 a deal like the one Cash Money has.
 22 Q. Do you know what Cash Money's
 23 distribution fee deal is with Universal?
 24 A. They wanted, and represented to us,
 25 their fee is 25 percent and both Young Money

1 R. SWEENEY
 2 and Aspire being paid, are subject to the
 3 same -- the actual distribution fees that
 4 they are being charged.
 5 Q. Have you ever seen the agreements
 6 between Cash Money and Universal?
 7 A. No.
 8 Q. Have you ever asked for them?
 9 A. Yes.
 10 Q. But you haven't gotten them?
 11 A. Of course not.
 12 MR. EISENSTEIN: I am not
 13 closing the record because I think
 14 that you are -- that you have the
 15 right to pick and chose based on the
 16 testimony of Mr. Sweeney about the
 17 waiver of the privilege. I think
 18 the questions about what was said
 19 with Derrick Lawrence are still
 20 properly asked, given what
 21 Mr. Sweeney originally said, they
 22 told me something had happened.
 23 MR. HOFFMAN: Before you take
 24 that position, do you want to check
 25 with your client first to see if he

1 R. SWEENEY
 2 wants what was said on the record
 3 because there have been text
 4 messages during this deposition to
 5 our client from your client about
 6 this very subject.
 7 MR. EISENSTEIN: I am aware of
 8 that.
 9 MR. HOFFMAN: I think it is
 10 necessarily proper when the lawyer
 11 is sitting here in a deposition and
 12 then the other person in the room is
 13 sending texts to them, which could
 14 be implied as threatening. But --
 15 MR. EISENSTEIN: The parties are
 16 entitled to communicate with each
 17 other directly at any time. I am
 18 perfectly comfortable with the
 19 record having exactly what was said
 20 in response to questions by the
 21 people who to whom these statements
 22 are attributed. So come on with it,
 23 I don't have any problem with that.
 24 MR. HOFFMAN: Do you still want
 25 to adhere to the privilege?

1 R. SWEENEY
 2 MR. EISENSTEIN: Yeah.
 3 MR. HOFFMAN: Okay, that's it.
 4 MR. EISENSTEIN: Then we have
 5 to -- I am not closing the record
 6 because I want to research the right
 7 to move to compel his testimony on
 8 that subject.
 9 MR. HOFFMAN: Okay.
 10 (Time noted 3:10 P.M.)
 11
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 25

1 R. SWEENEY
 2 A C K N O W L E D G E M E N T
 3 STATE OF NEW YORK
 4 : ss
 5 COUNTY OF NEW YORK)
 6 I, RONALD E. SWEENEY, hereby certify that
 7 I have read the transcript of my testimony
 8 taken under oath on October 23, 2014, that the
 9 transcript is a true, complete and correct
 10 record of what was asked, answered and said
 11 during my testimony under oath, and that the
 12 answers on the record as given by me are true
 13 and correct.
 14
 15
 16
 17 RONALD E. SWEENEY
 18
 19 Signed and subscribed to
 20 before me, this day
 21 of , .
 22
 23
 24 Notary Public
 25

1 R. SWEENEY
 2 I N D E X
 3
 4 WITNESS EXAMINATION BY PAGE
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 15 Statement of Account
 16 with Aspire Music
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 18 month end June 25,
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 20 22 A multi-page document,
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17	39	A one-page document on	
18		the letterhead of Aspire	
19		Music Group, LLC	138 16
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21		the letterhead of Aspire	
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24		the letterhead of Aspire	
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C E R T I F I C A T E

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

I, STEPHEN C. CELENTANO,

Shorthand Reporter and Notary Public

within and for the State of New York, do

hereby certify:

That RONALD E. SWEENEY, whose

testimony is hereinbefore set forth was

duly sworn by me, and the foregoing

transcript is a true record of the

testimony given by such a witness.

.....

STEPHEN C. CELENTANO

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