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

Index: 06  
Date Summons Filed 06

-----X  
ROSALEE MARGOLIS DRUYAN  
INDIVIDUALLY AND AS  
A CLASS REPRESENTATIVE OF TICKET PURCHASERS

Plaintiff

New York County the  
Place of Trial.  
Parties Residence

-Against-

06116227

MICK JAGGER  
THE ROLLING STONES  
TICKET MASTER  
LIVE NATION  
"JOHN DOE" PROMOTER

SUMMONS  
WITH NOTICE

*(Diagonal stamp: NEW YORK COUNTY CLERK'S OFFICE, DEPT. OF COURTS, OCT 30 2006)*

**NOTICE: ACTION FOR MONEY DAMAGES  
And Other Relief  
YOU ARE HEREBY SUMMONED TO**

answer the summons in this action and serve a copy of your answer on the Plaintiff's Attorney (s) within twenty (20) Days after the service of this summons exclusive of the days of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other name in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

To the above named Defendants: The nature of this Action is to collect money in the damages in the amount of 51, 600,00 (Fifty One six hundred thousand dollars) million dollars as the result of the FRAUD OF THE DEFENDANT, et al, plus the interests, cost and disbursements, see the complaint attached.

*(Handwritten signature)*  
Martin Druyan, and Associates  
Attorney(s) for Plaintiff  
450 Seventh Avenue # 3300  
New York, New York 10123  
212-279-5577

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

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ROSALIE MARGOLIS DRUYAN  
INDIVIDUALLY AND AS  
A CLASS REPRESENTATIVE OF TICKET PURCHASERS  
Plaintiff

-Against-

MICK JAGGER  
THE ROLLING STONES  
TICKET MASTER  
LIVE NATION  
"JOHN DOE" PROMOTER

VERIFIED COMPLAINT

Defendants

-----X  
06116227

Associates alleges for her verified complaint that at all times alleged in this complaint

## FIRST ACTION FRAUD

### INTRODUCTION

1. In the complaint below Plaintiff alleges the defendants fraudulently and unlawfully manipulated 12,000 Rolling Stones concert ticket holders to populate Atlantic City on Oct. 27, 2006. Defendants knew the Rolling Stones concert would not take place, gave said fans less than 4 hours notice of the concert's cancellation, financially damaging said fans and unjustly enriching the defendants as the result of false and material misrepresentations

### JURISDICTION

1. Plaintiff is a resident of New York State, Kings County.
2. Defendant Mick Jagger is an entertainer and de facto business manager of the Rolling Stones musical entertainment group.
3. Defendants Mick Jagger and the Rolling Stones are a musical entertainment group with a corporate residence in the Netherlands, Europe.
4. Defendants Mick Jagger and the Rolling Stones at times alleged herein were present in New York State, perform in and do business in New York State
5. Defendant Ticket master is a corporation registered outside of New York State
6. Ticket master is a New York State registered corporation.
7. Ticket master is a non-New York State corporation qualified to do business in the State of New York.

8. Ticketmaster is non-New York State corporation doing business in the State of New York.
9. Defendant Live Nation is a no- New York State corporation
10. Live Nation is a New York State Corporation
11. Live nation is a non-New York State Corporation authorized to do business in the State of New York
12. Live Nation is a non New York State Corporation not authorized to do business in the State of New York
13. John Doe is the promoter of the Rolling Stones show on Oct. 27, '06 at Boardwalk Hall, AC N.J.
14. Defendant John Doe is an individual doing business in New York State
15. John Doe is a non New York corporation.
16. John Doe is a Non New York corporation authorized to do business in New York State
17. John Doe is a non New York corporation not authorized to do business in New York State.

#### FACTUAL ALLEGATIONS

18. That on about Sept. 2006 the plaintiff purchased two tickets to a Rolling Stones concert in Atlantic City for 8 pm Oct. 27, '06 on the internet from the defendants using a credit card for the price of about \$575.
19. That defendants offered but plaintiff declined a travel package to Atlantic City

20. Defendants were aware at the time of sale plaintiff and other 12 000 concertgoers do not reside in Atlantic City but would incur lodging food and entertainment and travel expenses to in and at Atlantic City NJ
21. The concert goers hotel and meal, etc., expenses in Atlantic City were a profit factor for the promoter and the defendants in scheduling this concert in setting the fees and profit to each.
22. The Plaintiff relied upon the material advertising and ticket statements of defendants that the concert would take place upon at the set date
23. That Defendants were obligated to be truthful in their advertisements and representations that the Oct. 27, 2006 concert would occur.
24. That the Defendants up to and including Oct. 29, 2006 at about 4 pm sold tickets and advertised said concert to take place.
25. That in reliance upon the statements, ads and good business reputation of the defendants, Plaintiff made hotel reservations for two (2) nights at \$347 each night and traveled to Atlantic City on Oct. 29, 2006 to attend said concert and to honor said hotel reservations. That before Plaintiff left for Atlantic City at about 2:30 PM she checked her internet email and there was no notice that the concert was to be cancelled
26. That a class of about 12,000 other fans ("the Class") bought tickets, paid for hotel reservations in Atlantic City to attend said concert, and traveled to Atlantic City to attend said concert on Oct. 29, 2006, spending money in reliance upon the representations of the Defendants.

27. That the identities of said 12,000 concert goers ("the Class") are known to Defendants through internet credit card mail orders, and alleged fan club memberships and promotions.
28. That Defendant Mick Jagger and the Rolling Stones knew months in advance that they would be performing at a political charity show at the Beacon Theater in NYC, NY on Oct. 29, 2006 at a cost of \$60,000 for a pair and that another show on Oct. 31, 2006 would be held at the Beacon theatre as well.
29. That said Beacon Theatre shows would be taped by famous director Martin Scorsese for release as a theatrical movie, etc, with guest stars christina Aguilera, etc
30. That prior to 4 PM on Oct. 27, 2006 the Defendants knew that the 63 year old Mick Jagger had a sore throat and needed to rest before the Oct. 29, 2006 Beacon Theatre show which was a more important show financially and promotionally to the defendants.
31. That Defendants continued to represent that the Oct. 27, 2006 Atlantic City show would take place up to about 4 pm Oct. 27, 2006,
32. That Defendants even offered an alleged contest on the internet for tickets to attend the Beacon Theatre shows, which linked to a sales screen for the Oct. 27, 2006 show.
33. Upon information and belief, upon information and belief hereinafter, sometime prior to 4 PM on Oct. 27, 2006 defendants were aware that Mick Jagger's throat was allegedly sore, he was ill or fatigued, that he would chose not to perform in Atlantic City on Oct. 27, 2006 .

28. That the identities of said 12,000 concert goers (the Class) are known to defendants through internet credit card mail orders, and alleged fan club memberships and promotions.
29. That defendant Mick Jagger and Stones knew months in advance that a \$60,000. per pair of tickets political charity show would occur at the Beacon Theatre NY, NY on Oct. 29, '06 and another show on Oct. 31, there '06.
30. Said Beacon shows would be taped by famous director Martin Scorsese for release as a theatrical movie, etc. .
31. Defendants prior to Oct. 27 knew that the 63 year old Mick Jagger needed to rest before the Oct. 29, 06 Beacon show which was a more important show financially, and promotionally to the defendants.
32. Defendants continued to represent that the Oct. 29 AC show would take place up to and to about 4 pm Oct. 27 '06,
33. Defendants even offered an alleged contest on the internet for tickets to attend the Beacon shows, which linked to a sales screen for the Oct. 27, 06 show.
34. Upon information and belief, UIAB hereinafter, sometime prior to Oct. 27 '06 defendants were aware that M. Jagger's throat was allegedly sore, he was ill or fatigued , that he would chose not to perform in AC on Oct. 27, 06 .
35. UIAB the Mick Jagger had sought medical attention for his alleged sore throat and illness before Oct. 27, 06 and did not disclose that material fact to Plaintiff and the 12,000 members of the class in sufficient time for Plaintiff and Class to cancel their hotel reservations and travel expenses and to mitigate their damages.

36. That the defendants owed the Plaintiff and Class a duty of good faith and honesty and truthfulness in advertising and contracting with Plaintiff and Class as to the Oct. 27, 06 concert in AC
37. That New York State New York City and Federal law mandate consumer protection and honesty by the Defendants in their advertising, solicitation, dealing and contracting with Plaintiff and the Class.
38. Defendants violated their lawful and statutory obligations owed to Plaintiff and Class with their late notification of the cancellation of the Oct. 27 concert,
39. The Defendants did not notify the Plaintiff and fans of the Class in a timely manner in advance of Oct. 27, '06 4:07 PM when they knew that the AC concert would not take place.
40. The Defendants knew or should have known given their years of expertise in the entertainment and concert promotion business that the Oct. 27, '06 concerts would not take place thereby damaging the Plaintiff and Class as alleged herein. Defendants failed to notify the Plaintiff and Class in advance of their leaving New York, or other places, at a time when hotel reservations could be cancelled.
41. Defendants did not notify the Plaintiff and fans (Class) until not earlier than 4:07 Oct. 29, 06 after the check in times of AC hotels, after when plaintiff arrived or were en route to AC.
42. As the result of the defendants late notice and failure to timely notify the Plaintiff and the Class were damaged financially.
43. The defendants acted in bad faith and committed fraud when they advertised on the internet and media that they concert would take place when they knew it

would not, and when defendants transacted with, directed and encouraged Plaintiff and Class to travel to AC on Oct. 27, 06

44. That the Plaintiff and the class were damaged when they were caused to suffer special damages of hotel accommodations, travel meal and entertainment expenses of about \$2,000. for each for a total of \$24,000,000 plus the cost of the tickets estimated at about \$3,600,000., plus another \$24,000,000. for the Nov. 17 '06 rescheduled AC concert dates if the Class choose to attend.
  45. That in advance of Oct. 27, '06 the defendants knew AC would be cold, and inclement weather, that the hotels were in off season, that the concert would be profitable for all defendants with ticket sales and Class/Plaintiff attendance providing enrichment and economic benefit to the defendants.
  46. That the Hotels in AC were provided notice by defendants earlier than 4:07 pm Oct. 27 '06 that the concert would be cancelled, they printed apology signs and did not notify Plaintiff or the Class damaging them, and enriching the defendants
  47. Given the late notification of the cancellation travel home or refund of travel and lodging expense was not possible, or safe or realistic given all factors damaging Plaintiff and Class herein.
  48. That defendants were aware of all factors regarding travel lodging and meals, lack of refunds and return home for Plaintiff and class.
  49. That the refund details of the defendants offered to the Plaintiff and class result in fees and expenses lost to Plaintiffs and Class.
49. As the result of Defendants fraud as alleged herein the Plaintiff and Class

have seen damaged with the amount of \$ 51,600.. plus other damages.

## SECOND ACTION : CLASS CERTIFICATION

51. Plaintiffs meet the CPLR statutory requirements for a class action and request class action certification.

## 52. THIRD ACTION EQUITABLE RELIEF

Plaintiffs request an order disgorging unjust profits, that Plaintiffs and Class be made whole, and that the defendants be ordered to cease this fraudulent untimely concert cancellation notice to ticket holders, that the tickets be refunded in full, without fees, that all hotel bills and related expenses be paid by defendants.

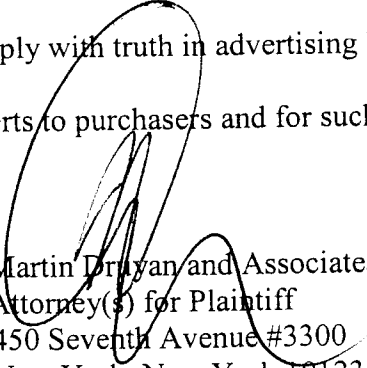
## 53. DECLARATORY JUDGMENT

Plaintiffs request a declaratory judgment that defendants cease and desist from late notice of concerts and comply with truth in advertising laws in the future.

54. That a copy of this complaint will be forwarded to the N.Y. Attorney general for action as they deem fit.

Wherefore it is requested that the plaintiffs be granted a money judgment in the amount of \$51,000,000. plus interest, costs and disbursements, fees. and attorney fees, plus equitable relief, and each be made whole, issued refunds and expenses, a declaratory judgment that defendants will comply with truth in advertising laws and provide timely adequate notice of cancelled concerts to purchasers and for such other and further relief as may be just and proper.

Dated: October 30. 2006  
New York, N.Y. 10123

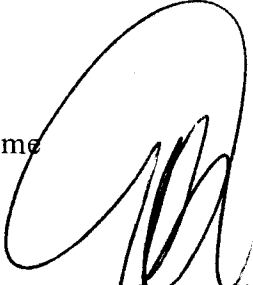
  
Martin Druryan and Associates  
Attorney(s) for Plaintiff  
450 Seventh Avenue #3300  
New York, New York 10123

VERIFICATION

ROSALIE MARGOLIS DRUYAN THE PLAINTIFF HEREIN  
STATES THAT SHE HAS READ THE VERIFIED COMPLAINT ATTACHED  
THAT IT IS TRUE AND COMPLETE IN EACH AND EVERY REGARD  
EXCEPT UPON THOSE ISSUES WHICH IT STATES THAT IT IS UPON  
INFORMATION AND BELIEF AND THOSE MATTERS ARE BELIEVED TO BE  
TRUE.

  
ROSALIE MARGOLIS DRUYAN

Sworn to before me  
Oct. 30, 2006

  
MARTIN DRUYAN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 24-4725405  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES OCTOBER 31, 1993