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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MY WAY PRODUCTIONS 2, LTD,)
individually and as a member)
of Z & M MEDIA, LLC and HIP)
HOP GLOBAL MEDIA, LLC)

Plaintiff,)

vs.)

Z & M MEDIA, LLC; HIP HOP)
GLOBAL MEDIA, LLC;)
RAYMOND SCOTT; and)
DAVID MAYS,)

Defendants.)
_____)

CIVIL ACTION
FILE NO. 09-1643 WJM

ORDER TO SHOW CAUSE
FOR PRELIMINARY INJUNCTION
WITH TEMPORARY RESTRAINTS

This matter comes before the Court upon the application of Plaintiff, My Way Productions 2, LTD ("My Way"), individually and as a member of Defendants Z & M Media, LLC d/b/a "Hip Hop Weekly" ("Z & M") and Hip Hop Global Media, LLC d/b/a "Hip Hop Global" ("HHG") by way of Order to Show Cause under L.Civ.R. 65.1 why a preliminary injunction with temporary restraints should not issue against defendants based upon the facts set forth in the Verified Complaint and supporting Memorandum of Law filed herewith. Having reviewed the papers and arguments submitted,

IT IS HEREBY ORDERED THAT:

1. Defendants will show cause at a hearing before this Court on April ^{29th} 2009, ^{At 10³⁰} why a preliminary injunction should not be entered pending a final determination of this action, ordering:

(a) (i) permanently disassociate Mays and Scott as members of Z & M and HHG; (ii) grant My Way the exclusive right, until the dispute is resolved, to assume complete control for the operation of Z & M and HHG (including but not limited to the right to hire or otherwise contract with qualified individuals to act as the Editor and Chief of "Hip Hop Weekly"); (iii) requiring Mays and Scott to cooperate with My Way and its designees, who will be running the magazine pending the outcome of this dispute; (iv) requiring Mays and Scott to provide My Way with access to all of Z & M and HHG's bank accounts, files, notes, and other business records related to the magazine; (v) prohibiting Mays and Scott from further violating the express terms of the Operating Agreements and Investment Agreement; (vi) prohibiting Mays and Scott from receiving any distributions or payments from Z & M and HHG; (vii) prohibiting Mays and Scott from making any withdrawals, transfers or writing any checks from the accounts of Z & M or HHG and (viii) prohibiting Mays and Scott from appearing at the premises of any Z & M office (unless invited by My Way).

(b) imposing a constructive trust on the assets of HHG and Z & M and any improper payments and contributions which Scott and Mays have received from HHG and Z & M;

(c) granting My Way such distributions which are found to be appropriate as a result of the accounting;

(d) jointly and severally against Z & M, Scott and Mays in the principal amount of \$833,334.00 for sums due and owing under the Operating Agreements and the Investment Agreement, plus interest;

(e) against Mays in the principal amount of \$103,250.09 for sums due and owing under the Mays Promissory Note, plus interest;

(f) against Scott in the principal amount of \$103,250.09 for sums due and owing under the Scott Promissory Note, plus interest;

(g) jointly and severally against Scott and Mays for all costs of this action, including attorneys' fees;

(h) jointly and severally against Scott and Mays for punitive damages; and

(i) for such other and further relief as this Court deems just and proper.

2. **FURTHER ORDERED** that, sufficient reason having been shown therefore, pending the hearing of My Way's application for a preliminary injunction, pursuant to Rule 65, Fed. R. Civ. P., defendants :

~~(a) (i) Mays and Scott are hereby preliminarily disassociated as members of Z & M and HHG; (ii) granting My Way the exclusive right, until the dispute is resolved, to assume complete control for the operation of Z & M and HHG (including but not limited to the right to hire or otherwise contract with qualified individuals to act as the Editor and Chief of "Hip Hop Weekly"); (iii) Mays and Scott are hereby required to cooperate with My Way and its designees, who will be running the magazine pending the outcome of this dispute; (iv) Mays and Scott are hereby required to provide My Way with access to all of Z & M and HHG's bank accounts, files, notes, and other business records related to the magazine; (v) Mays and Scott are hereby prohibited from further violating the express terms of the Operating Agreements and Investment Agreement; (vi) Mays and Scott are hereby prohibited from receiving any distributions or payments from Z & M and HHG; (vii) Mays and Scott are hereby prohibited from making any withdrawals, transfers or writing any checks from the accounts of Z & M or HHG and (viii) Mays and Scott are hereby prohibited from appearing at the premises of any Z & M office (unless invited by My Way).~~

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(b) a constructive trust is hereby imposed on the assets of HHG and Z & M and any improper payments and contributions which Scott and Mays have received from HHG and Z & M;

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(c) My Way is hereby granted such distributions which are found to be appropriate as a result of the accounting;

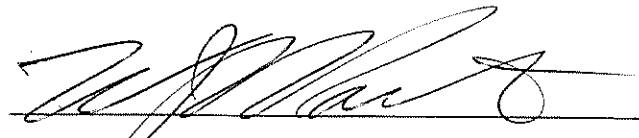
3. Copies of this Order and all supporting papers on this application shall be served on defendants no later than 2 days following the entry of this Order.

4. Any opposing papers by defendants shall be filed and served by personal service no later than noon 4/24/09 days prior to the preliminary injunction hearing as set forth above. The Court, in consideration of the complexity of the matter and the relief sought in this Order To Show Cause, hereby allows defendants to file an opposing brief not to exceed thirty-five (35) pages in 12 point font.

5. Any reply papers by the plaintiff shall be filed and served no later than ^{*4PM*}noon 4/27/09 days prior to the preliminary injunction hearing set forth above.

IT IS on this 20th day of April, 2009,

SO ORDERED



United States District Court Judge