UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ORIGINAL 20-CV-2388
Donnelly, J. / Gold, M.J.

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CISERO MURPHY JR., :

Plaintiff, :

Against :

TYRIEK A. MURPHY, :

Defendant. :

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[__ Civ. ____ (___)(___)]

COMPLAINT

[JURY TRIAL DEMANDED]

Plaintiff Cisero Murphy Jr. ("Plaintiff") as and for his Complaint against defendant Tyriek A. Murphy ("Defendant"), alleges as follows:

NATURE OF THE CASE

1. Plaintiff Cisero Murphy Jr. ("Cisero" or "Plaintiff") brings this action to recover from theft and fraud perpetrated against him by his own son, Tyriek Murphy ("Tyriek"or "Defendant"). Plaintiff is the son and namesake of Cisero Murphy Sr. ("Cisero Sr."), a professional pool player, and the first African-American to win world and U.S. national billiards championships. From 2008 to 2016, Plaintiff devoted himself to researching and writing a biography about his late father ("*Big City Knights*"). Before Cisero was able to publish or sell his father's biography, his own son, Tyriek, stole it—literally by taking the manuscript out of Cisero's car—and then publishing and selling the work as his own creation. Tyriek carried out a campaign of fraud, deceit, and misappropriation designed to steal Cisero's copyrighted material. In the course of doing so, Tyriek has infringed on Cisero's copyrights and committed various torts.

2. Plaintiff now seeks three items of relief in this action: (a) a declaration that he is the sole owner and author of the Printed Copyrighted Work, *Big City Knights: The Biography of: Cisero "Sonny" Murphy A World-Class Champion*, and of the Electronic Copyrighted Work, *Big*

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City Nights; (b) injunctive and monetary relief for Defendant's willful infringement of Plaintiff's copyrights in the Copyrighted Works; (c) a declaration that the Forged Agreement attached as Exhibit A is null and void, and (d) an award of damages in an amount equal to Plaintiff's monetary contribution to the formation of Murphy Enterprise Solutions LLC.

3. A week after stealing the *Big City Nights* manuscript, Tyriek met with Cisero under false pretenses, convincing Cisero to sign an agreement which purportedly gave Tyriek the right to use Cisero's name and likeness in a different book that he (Tyriek) was allegedly planning to write about Cisero.

4. Later that same day, Tyriek, without Cisero's knowledge or permission, removed the signature page from that pretextual agreement and appended it to another agreement he had secretly drafted (the "Forged Agreement"). This forged agreement purported to transfer Cisero's rights in *Big City Knights* to an LLC that Tyriek had formed, Murphy Enterprise Solutions LLC ("MES"), and without any consideration for the transfer. The Forged Agreement is attached as Exhibit A.

5. Although Cisero and Tyriek had discussed forming an LLC to honor and promote Cisero Sr.'s legacy, and although Cisero had paid Tyriek $1,118.00 dollars to form such an LLC, Tyriek left Cisero's name off the formation documents of MES, and holds himself out as the sole owner of MES.

6. That same day, Tyriek caused the Forged Agreement to be notarized. Cisero did not accompany Tyriek to the notary, nor did he agree that the Forged Agreement should be notarized—indeed, at this point, Cisero was still unaware of its existence. Tyriek then sent Cisero a letter purporting to remove Cisero from the LLC and published *Big City Knights* as his own, under the title *Big City Nights: The Biography of the Legendary Cisero Murphy*.

7. Tyriek has refused to give Cisero credit for authoring the book and has refused to remit profits from sales of the book to Cisero. Through theft and fraud, Tyriek has capitalized on the hard work of his father, a man from whom he spent most of his life estranged, and on the success and fame of his grandfather, a man Tyriek met only once when he was a small child.

8. Cisero had no knowledge of the creation of the Forged Agreement, never signed it, was not present when it was allegedly notarized, and had no intention of ever transferring his ownership in his book to Tyriek or to MES.

9. Attached as Exhibit B is Cisero's Copyright Registration No. TXu002053010 for the printed work, *Big City Knights: The Biography of: Cisero "Sonny" Murphy A World-Class Champion* (the "Printed Copyrighted Work").

10. Attached as Exhibit C is Cisero's Copyright Registration No. TXu002060114 for the electronic work, *Big City Nights* (the "Electronic Copyrighted Work").

11. Together, Exhibits B and C are the "Copyrighted Works."

JURISDICTION AND VENUE

12. This court has jurisdiction pursuant to 28 U.S.C. §§ 1331, and 1338(a) and pursuant to the principles of supplemental jurisdiction under 28 U.S.C. § 1367.

13. Venue is proper in this district under 28 U.S.C. § 1400(a) because Defendant resides in this district.

14. Venue is also proper in this district under 28 U.S.C. § 1391(b)(1) because Defendant resides in this district, and under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

15. Plaintiff Cisero Murphy, Jr., resides in Queens County, New York and is a citizen of New York.

16. Defendant Tyriek Anthony Murphy resides in Kings County, New York and is a citizen of New York.

FACTS

A. Cisero "Sonny" Murphy Sr.'s Brilliant Billiards Career.

12. Cisero "Sonny" Murphy Sr., Plaintiff's father, was a legendary professional pool player who made history in 1965 by becoming the first African-American to win a world billiards championship. Plaintiff Cisero Murphy Jr. is Cisero Sr.'s eldest child.

B. Cisero Begins Writing His Father's Biography.

13. In 2008, Cisero began the process of researching and writing his father's biography, and in the summer of 2015, began to write, by hand, the manuscript that would become *Big City Knights: The Biography of: Cisero "Sonny" Murphy A World-Class Champion.*

On June 15, 2017, the United States Copyright Office issued Cisero Copyright Registration No. TXu002053010 for the Printed Copyrighted Work, *Big City Knights: The Biography of: Cisero "Sonny" Murphy A World-Class Champion.*

On July 3, 2017, the United States Copyright Office issued Cisero Copyright Registration No. TXu002060114 for the Electronic Copyrighted Work, *Big City Nights.*

C. Tyriek Seeks to Become Involved with Cisero's Book.

14. In or around summer of 2015, Cisero told Tyriek he was writing a book about his father, Cisero Sr.

15. In late 2015 or early 2016, Tyriek asked if he could mechanically type and proofread the book for Cisero. Cisero accepted Tyriek's offer of secretarial services, seeing this as an opportunity to reconnect with his son.

16. By the time Tyriek showed interest in the book about Cisero Sr., Cisero had already completed seven of the nine chapters that became the Copyrighted Works.

17. Tyriek only worked with the manuscript while Cisero was in the same room as him, as Cisero did not want anyone else seeing his work before it was completed.

D. Cisero Tells Tyriek of His Vision For A Company To Honor Cisero Sr.

18. In the 1970s, Cisero Sr. started a program called *Billiards in the Streets*, which involved Cisero Sr. packing a pool table into a van and driving it through all five boroughs of New York City teaching children the game of pool and providing free exhibitions at senior centers and veterans hospitals. The New York City Parks Department sponsored the program until Cisero Sr. died in 1996.

19. In the summer of 2016, Cisero told Tyriek that he had dreamed of starting an organization to continue his father's work.

20. At around that time in the summer of 2016, Tyriek suggested that Cisero and Tyriek form a limited liability company together.

E. Cisero and Tyriek Discuss Forming MES As Equal Owners.

21. In or around June 2016, Cisero and Tyriek discussed forming MES as an LLC. Tyriek led Cisero to believe that each would be equal co-owners of MES. Pursuant to this understanding, each of them was to pay half of the costs of starting MES.

22. On or around June 20, 2016, upon Tyriek's request, Cisero paid Tyriek $105, which Cisero understood to be Cisero half of the cost to file MES's Articles of Organization with the New York Department of State.

23. On or around June 30, 2016, upon Tyriek's request, Cisero paid Tyriek $398, which Cisero understood to be Cisero half of the cost required to trademark the MES logo.

24. On or around August 31, 2016, upon Tyriek's request, Cisero paid Tyriek $200, which Cisero understood was to be spent to print MES-branded flyers.

25. On or around September 16, 2016, upon Tyriek's request, Cisero paid Tyriek $420, which Cisero understood to be Cisero half of the additional funds needed to form MES.

26. In or around fall of 2016, upon Tyriek's request, Cisero also paid Tyriek $100, which Tyriek said would be spent on business cards and stationary for MES.

27. In total, Cisero gave Tyriek $1,118 to start the LLC. To the best of Cisero's knowledge, Cisero and Tyriek paid a total of $1,936 to start the LLC. Cisero paid approximately 57% of the startup costs.

28. Text messages between Cisero and Tyriek from June 2016 through October 2016 demonstrate that Tyriek led Cisero to believe that Cisero would be a co-owner of the LLC. These text messages are attached as Exhibit D.

29. On December 19, 2016, Tyriek drafted and then filed LLC formation documents with the New York Department of State. Despite the fact that Tyriek told Cisero they would each be co-owners of the business Tyriek did not include Cisero's name on the formation documents. Cisero Tyriek represented to Cisero that Tyriek's, lawyer had advised Tyriek that the

formation documents could be later amended to list Cisero as a co-owner and that Cisero would, nevertheless, be a co-owner of the LLC.

30. Tyriek led Cisero to believe, and Cisero did believe that they would be equal co-owners of the LLC.

F. Tyriek Steals Cisero's Manuscript.

31. In the second half of 2016, Tyriek intensified his scheme to defraud Cisero.

32. Beginning around August 2016, Tyriek escalated his already strange behavior:

33. Tyriek pressured Cisero to finish the book quickly.

34. He had his young child, Cisero's then-six-year-old grandson, attempt to steal the password to Cisero's computer.

35. He asked for Cisero's driver's license.

36. He asked for Cisero's full legal name as it appeared on his driver's license.

37. He asked for Cisero Sr.'s social security number.

38. He asked for a copy of Cisero Sr.'s birth certificate.

39. On information and believe, Tyriek hoped that each of these actions would further his scheme to defraud Cisero.

40. On January 16, 2017, Cisero printed three copies of the typed manuscript at a FedEx store.

41. The next day, on January 17, Cisero drove to Tyriek's house for a social visit.

42. When he arrived, Cisero got out of the car to speak to a neighbor.

43. During this conversation, Tyriek came out of his house, went into Cisero's car, and stole a copy of the manuscript.

G. Tyriek Improperly Removes A Signature Page From Another Agreement and Attaches It To A Secret Document That Purports To Transfer All of Cisero's Rights In *Big City Knights* To Murphy Enterprise Solutions LLC.

44. A week after stealing Cisero's physical property, Tyriek attempted to trick Cisero into assigning Tyriek his intellectual property.

45. On January 25, 2017, Cisero and Tyriek met outside Tyriek's house. As they sat in Cisero's car, Cisero asked Tyriek to sign a release form that would give Cisero permission to use Tyriek's name and likeness in *Big City Knights*.

46. Cisero removed a generic release form from his briefcase, which Tyriek signed (the "Release Form for Cisero's Book"). The Release Form for Cisero's Book is attached as Exhibit E.

47. Tyriek then asked that Cisero Jr. sign a reciprocal release form giving *Tyriek* permission to use *Cisero's* name and likeness in a book that *Tyriek* was planning to author about Cisero. Tyriek produced another release form from a large envelope he had brought with him to the car (the "Release Form for Tyriek's Book"). The Release Form for Tyriek's Book is attached as Exhibit F.

48. Cisero signed the Release Form for Tyriek's Book on the "Associate Signature" link i.e. the line where the person giving the release is supposed to sign, and Tyriek signed on the "MES Signature" line. The "Witness Signature" line was left blank.

49. Suspicious that Tyriek was not actually writing his own book, Cisero told Tyriek that the Release Form for Tyriek's Book was not to be used for anything other than allowing Tyriek to use Cisero's name and likeness in a new book that Tyriek was apparently authoring.

50. Cisero asked Tyriek to go into his house, which was across the street from the car, to make a copy of the release forms on his copier machine.

51. Tyriek claimed that his copier machine was broken and suggested that Cisero simply sign another copy of the Release Form for Tyriek's Book so that they would each have an original.

52. Tyriek produced another release form from his envelope, which Cisero signed.

53. Notably, on this second form, the lines for "Witness Name" and "Witness Signature" were left blank.

54. Following this exchange, Cisero and Tyriek each kept an original signed version of the Release Form for Tyriek's Book.

55. On information and belief, later that day, Tyriek removed the signature page from his copy of the signed Release Form for Tyriek's Book. He then attached that signature page to an agreement that he had secretly drawn up, which purported to transfer Cisero's rights in *Big City Knights* to MES (the "Forged Agreement").

56. Tyriek drafted the Forged Agreement without Cisero's knowledge or permission.

57. The Forged Agreement bears a notary seal dated that same day, January 25, 2017.

58. Cisero was not present when the Forged Agreement was purportedly notarized.

59. A review of the signature page attached to the Forged Agreement (Exhibit A) reveals that it is ***virtually identical*** **to the signature page in the Release Form for Tyriek's Book** (Exhibit F), thus showing that Cisero never signed the Forged Agreement, but rather that Tyriek removed Cisero's signature from his version of the Release Form for Tyriek's Book and attached it to the Forged Agreement.

60. Any signature purporting to belong to Cisero Jr. on the Forged Agreement is a forgery.

H. Tyriek Cisero Attempts To Remove Him From Murphy Enterprise Solutions LLC.

61. Now that Tyriek had stolen a physical copy of *Big City Knights*, forged an agreement that purported to transfer Cisero's rights in *Big City Knights* to Murphy Enterprise Solutions LLC, and failed to include Cisero's name on the formation documents for the LLC, all that remained was to notify Cisero that he was not in the LLC.

62. On May 11, 2017, Tyriek sent Cisero a letter notifying Cisero that his "access" to Murphy Enterprise Solutions LLC had been "terminat[ed]" (the "Termination Letter"). The Termination Letter is attached as Exhibit G.

63. The Termination Letter states:

> This letter is your written documentation, although not needed based upon the terms of the forfeiture contract signed by you on January 25th, 2017, to confirm the verbal notification given on May 8th, 2017 regarding the termination of your MES Restricted Access.
>
> The decision to end your restricted access was based solely upon your malicious and devious actions, by way of committing possible fraud, dishonesty, and withholding vital information, that are absolutely unacceptable to MES and the MES Mission, Vision, and Company Overview.

> Additionally, it should be essentially noted, MES will seek judicial intervention if you, at any time, disregard or breach any of the terms of contracts you signed with MES.
>
> Best of luck in your future endeavors!!
>
> Exhibit G at third paragraph.

64. The Termination Letter's statement regarding "the forfeiture contract signed by you on January 25th, 2017" is a reference to the Forged Agreement, which has no force or effect.

I. Tyriek Claims To Be The Sole Author Of *Big City Knights*, Publishes The Book As His Own Original Work, and Commences Sales.

65. In June 2017, Tyriek stopped referring to *Big City Knights* as "your book" and began to publicly pass himself off as the author of the Copyrighted Works.

66. In June 2017, Tyriek posted an advertisement for sale of a book, titled *Big City Nights: The Biography of the Legendary Cisero Murphy* (the "Infringing Work"), on his Instagram account, announcing that pre-orders would begin on July 1, 2017. The advertisement did not list Cisero as the author.

67. On information and belief, in or around July 1, 2017, Tyriek published and sold copies of the Infringing Work, which is virtually identical to the Copyrighted Works.

68. On information and belief, sales have continued into 2020.

69. In creating the Infringing Work, Tyriek made only superficial changes to the Copyrighted Works, such as changing the title author's name, altering where chapters begin and end, deleting certain passages contained in the Copyrighted Works, and adding a disparaging paragraph regarding Cisero's criminal history and aptitude as a father. The Infringing Work is currently offered for sale on the defendant's website, as well as websites such as Booktopia, Barnes and Noble, eBay, and Amazon.

70. Tyriek copied the Copyrighted Works to create the Infringing Work. He did so either when he stole the printed manuscript from Cisero or when he had access to the electronic manuscript during the time he was assisting Cisero by typing and editing it. The Infringing work is not an original work of authorship actually created by Tyriek.

J. Cisero Sends Tyriek Several Cease And Desist Letters.

71. After learning of Tyriek's potential infringement, Cisero, through his attorneys, sent several cease and desist letters to Tyriek.

72. Between 2017 and 2018, Tyriek responded to several of these cease and desist letters.

73. Initially, Tyriek suggested that the Infringing Work was actually a different book from the Copyrighted Works, one that was written by Tyriek alone.

74. By the conclusion of the parties' correspondence in or around 2018, it had become clear to Cisero that Tyriek was actually passing off Cisero's book as his own, under a different title.

75. On June 20, 2017, Cisero's attorney, Alexander Dudelson, sent Tyriek a cease and desist letter ("First Cease and Desist Letter"), which is attached as Exhibit H.

76. The First Cease and Desist Letter stated that it had come to Cisero's attention that Tyriek was planning to sell the Infringing Work beginning on July 1, 2017. The letter further stated that the Copyrighted Works are the proprietary work of Cisero and that Tyriek was not authorized to reproduce or profit from that work without Cisero's consent.

77. On June 26, 2017, Tyriek responded in writing ("Tyriek's First Response"). Tyriek's First Response is attached as Exhibit I. In Tyriek's First Response, Tyriek stated that he had unilaterally removed Cisero from MES because:

> [Cisero's] actions are not suitable under the Murphy Enterprise Solutions (MES) ideology of operational flow. MES has established a brand in which image and integrity are essential. [Cisero] adheres to your verbal direction, so naturally, I will present MES[']s stance to you in order to ensure [Cisero] comprehends. [Cisero] is restricted from conducting any business under MES[']s image, which means, his restricted access is terminated.
>
> Exhibit I at 1.

78. In Tyriek's First Response, Tyriek admitted that he was planning to sell the Infringing Work on MES's website: "To confirm, yes, pre-orders of my book will commence on July 1st, 2017, as scheduled on MES[']s website." In Tyriek's First Response, Tyriek claimed that he was the author of a different work with a similar title, *Big City Nights*:

> The actual **title of my work** is Big City Nights: The Autobiography of the Legendary Cisero Murphy. My work is currently on file with the U.S. Copyright Office, Case #1-4356919061. Moreover, I have supporting documentation to show history of my journey putting this project together and with Murphy's awareness as a spectator.
>
> Exhibit I at 1 (emphasis in original).

79. On July 5, 2017, Cisero, through his attorney, sent Tyriek another cease and desist letter ("Second Cease and Desist Letter"), which is attached as Exhibit J.

80. In the Second Cease and Desist Letter, Cisero's attorney requested that Tyriek send the documentation that Tyriek referenced in his Tyriek's First Response as support for his claim that he authored the Infringing Work.

81. In the Second Cease and Desist Letter, Cisero's attorney stated "[i]n my possession, I have a handwritten manuscript of a book about Cisero Murphy, Sr. entitled 'Big City Nights.' This manuscript has editing marks in different handwriting; I also have text messages between you and my client detailing your role in the book as proofreader or editor."

82. On July 7, 2017, Tyriek responded to the July 5 Letter ("Tyriek's Second Response"). Tyriek's Second Response is attached as Exhibit K.

83. In Tyriek's Second Response, Tyriek admitted that Cisero wrote the manuscript, but claimed that he (Tyriek) had dictated the entire manuscript to Cisero.

84. Tyriek claimed that "[a]t the end of each dictation, I reviewed and revised, or edited, my work."

85. Tyriek also claimed to have sent "sufficient documentation . . . to [Cisero's former attorney], which should have been forwarded to you[.]"

86. Despite subsequent requests, no such documentation has ever been provided to Cisero or his lawyers.

87. In Tyriek's Second Response, Tyriek also attached a copy of the Forged Agreement. The Forged Agreement states, in part:

> Effectively upon signature of this document, regardless whether in the presence of a public notary official or not, both parties concur to the above and ensuing depictions:
>
> A. Upon the signature of this document by MES and the Associate [Cisero], MES has absolute direct and/or indirect operational foresight of the royalties and/or rights regarding Cisero Sr. from the Associate.
>
> B. Any economical proceeds earned, whether present and/or future, by way of book sells [sic], documentaries, films and/or memorabilia regarding Cisero Sr. will be acquired and/or retained by MES, distributed and/or utilized in accordance to MES

> exclusive discretion with no obligation of compensating the Associate.
>
> C. The Associate will have uncompensated restricted access within MES. This restricted access provides the Associate with the sole responsibility of ensuring Cisero Sr. legacy is portrayed with complete accuracy and no insinuations and/or fallacies are conveyed.
>
> D. Lastly, any and/or all intellect [sic] property regarding Cisero Sr. under the Associate's authority will immediately be surrender [sic] to MES. MES and/or the Associate, at any time [sic], whether verbally and/or in written documentation may discontinue the restricted access within MES.

Exhibit A at 1 (emphasis in original).

88. On September 12, 2017, Cisero, through his attorneys, sent Tyriek a third cease and desist letter ("Third Cease and Desist Letter"), which is attached as Exhibit L.

89. Tyriek never responded to the Third Cease and Desist Letter.

90. On July 3, 2018, Cisero, through his attorneys, sent Tyriek a final cease and desist letter ("Fourth Cease and Desist Letter), which is attached as Exhibit M.

91. Tyriek responded on July 16, 2018 (Tyriek's Third Response"), which is attached as Exhibit N.

92. Tyriek has not complied with the cease and desist requests.

K. Tyriek Continues To Injure Cisero and Violate Cisero's Copyrights.

93. As discussed above, Cisero is the sole author of the Copyrighted Works. As a result, Cisero is the exclusive owner of any and all copyrights in the Copyrighted Works. Cisero has a valid and subsisting copyright registrations for the Copyrighted Works. The Copyright Registrations for the Printed Copyrighted Work and the Electronic Copyrighted Work state that Cisero is the sole author of the works and that he is the holder of the rights and permissions of the works.

94. Tyriek copied the Copyrighted Works without Cisero's authorization, consent, or knowledge, and without any remuneration to Cisero.

95. After Tyriek copied the Copyrighted Works to create the Infringing Work, he offered the Infringing Work for sale on numerous online platforms and used the book to promote MES's other commercial activities, including a fashion line.

96. Tyriek has made sales of the Infringing Work.

97. Cisero, through counsel, has sent four cease and desist letters to Tyriek, dated June 20, 2017, July 5, 2017, September 12, 2017, and July 3, 2018. Despite these efforts, Tyriek continues to sell the Infringing Work and use the Infringing Work to promote MES's other business ventures.

98. As a result of Tyriek's actions, Cisero has been directly damaged, and continues to be damaged, by the unauthorized reproduction, distribution, public display, and sale of the Infringing Work.

99. Tyriek has never accounted to or otherwise paid Cisero for Tyriek's use of the Copyrighted Works.

100. Despite repeated requests, Tyriek has provided no evidence that he has complied with the demands set out in the cease and desist letters, and Cisero is unaware of any such evidence.

101. To date, the Infringing Work is still available for sale on MES's website, Amazon.com, Barnes and Nobel, eBay, Apple, and Booktopia. Tyriek most recently promoted the Infringing Work on his Instagram account on February 25, 2019, and has continuously promoted the Infringing work through his website.

102. Tyriek's acts are causing and, unless restrained, will continue to cause, monetary damages, as well as immediate irreparable harm to Cisero for which Cisero has no adequate remedy at law.

L. Tyriek Makes False and Defamatory Statements To Cisero's Friends and Family.

108. Defendant has knowingly and willingly made false statements alleging that Plaintiff engaged in illegal activity, such as fraud, in relation to the copyrighted works and MES.

109. Defendant has knowingly and willingly made false statements alleging that Plaintiff was lying with regard to his authorship of the copyrighted works.

110. Defendant made these false statements to third parties, including to Plaintiff cousin, sister, and the general public, through public posts on social media in the State of New York.

111. On November 29, 2018, the defendant contacted Cisero Jr.'s sister, Anna Garcia, with regard to a social media post she had made in which Cisero Jr. sought charitable donations for children over the holidays.

112. The defendant, stated to Anna that "nothing [Cisero Jr.] is doing right now is legal" and "he [sic] around making it look like my book was his and whatever else he [is] saying to play the victim role when the fact is he is what he has always been, a dam [sic] liar!"

113. On or around August 23, 2017, the defendant contacted Cisero Jr.'s cousin, Maris Nimmons, on Facebook Messenger.

114. The defendant, stated to Nimmons that "I'm not sure what you've been lead [sic] to believe but this is my book..." and stating "[t]hat's how it is when you [are] operating secretly & felonious [sic]."

115. On September 7, 2017, the defendant sent an email to Cisero Jr.'s friend, Clifton Bell, who had assisted with interview research for the Copyrighted Works.

116. The defendant stated to Bell that "[Cisero Jr.] is no longer affiliated with [MES] . . . . based upon numerous fictitious, felonious, and fraudulent transgressions over the course of months by [Cisero Jr.] which dramatically violated the image and integrity of MES." The defendant claimed in that email that he attached proof that Cisero Jr. had relinquished all claims to MES and projects relating to Cisero Sr.

117. The defendant has, and continues to, use social media and other platforms to disparage Cisero Jr.'s character and falsely claim to Cisero Jr.'s friends and family members that defendant is the sole author of the Copyrighted Works.

118. Defendant statements injure Plaintiff by alleging criminal acts by Plaintiff.

119. Defendant statements, which are defamation pro-se, tend to injure Plaintiff's trade, business or profession as an author and businessman by claiming that his actions are fraudulent, illegal, and that he did not author the copyrighted works.

120. Defendant made these statements with the knowledge that they were false.

121. Defendant made these statements without any privilege or authorization.

COUNT 1
Declaratory Judgment of Copyright Ownership

121. Plaintiff repeats the allegations contained in Paragraphs 1 through 120 above as if fully set forth herein.

122. Copyrighted Works are actual, immediate, and substantial, and a justiciable controversy exists over the opposing parties' rights and obligations with respect to the Copyrighted Works.

123. There is a current, definite, and concrete controversy between Plaintiff and Defendant having adverse legal interests, and the controversy is sufficiently immediate and real to warrant the issue of a declaratory judgment pursuant to 28 U.S.C. § 2201. The controversy is amenable to specific relief through a conclusive decree.

124. Defendant's claims of copyright ownership in any portion of the Copyrighted Works are without legal foundation. Plaintiff is the sole owner of the copyrights in the Copyrighted Works.

125. Plaintiff never signed the Forged Agreement, nor did he appear in front of a notary in connection with the Forged Agreement. As such, the Forged Agreement is a forgery without any binding force.

126. The Forged Agreement is further invalid because no consideration was paid to Plaintiff.

127. The Forged Agreement is legally insignificant regardless of its authenticity, as the Agreement does not convey rights in the Copyrighted Work to Defendant or MES.

128. A declaratory judgment in this case will serve a useful purpose in clarifying and settling the respective rights and obligations of the parties. It will afford relief from the uncertainty, insecurity, and emotional stress that is resulting from this controversy upon the persons who have invested substantial money, time, and effort into this project.

129. Plaintiff requests the Court to enter a Judgment and Order that (i) Plaintiff is the sole author of the Copyrighted Works; (ii) Plaintiff is the sole copyright owner of the Copyrighted Works; (iii) Defendant's reproduction and distribution of the Copyrighted Works constitutes a violation of Plaintiff's rights; and (iv) the Forged Agreement is legally null, void, and without any binding force.

130. Pursuant to Federal Rule of Civil Procedure 8(d), if the Court should find the Forged Agreement legally binding, Plaintiff requests that the Court enter a Judgment and Order that the Forged Agreement does not cover the Copyrighted Works and does not affect Plaintiff's sole authorship or copyright ownership related to the Copyrighted Works.

COUNT 2
Copyright Infringement

131. Plaintiff repeats the allegations contained in Paragraphs 1 through 131 above as if fully set forth herein.

132. The Copyrighted Works are original literary works containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, et. seq.

133. Plaintiff is the exclusive owner of all right, title, and interest under copyright in and to the Copyrighted Works. Ownership of the copyrights in the Copyrighted Works vested in

Plaintiff by virtue of his sole authorship of the Copyrighted Works. Additionally, Plaintiff owns a valid copyright registration for each of the Copyrighted Works, attached as Exhibits A and B.

134. Through his secretarial work on the manuscript that became the Copyrighted Works, as well as by taking a copy of the printed manuscript from Plaintiff's car without Plaintiff's knowledge or consent, Defendant had access to the Copyrighted Works.

135. Through Defendant's conduct alleged herein, including Defendant's reproduction, distribution, public display, and sale of the Infringing Work, which is copied from and substantially similar to Plaintiff's Copyrighted Works, without Plaintiff's permission, Defendant has directly infringed Plaintiff's exclusive rights in the Copyrighted Works in violation of Section 501 of the Copyright Act, 17 U.S.C. § 501.

136. Defendant's infringing conduct alleged herein was, and continues to be, willful and with full knowledge of Plaintiff's rights in the Copyrighted Works, and has enabled Defendant illegally to obtain profit and business opportunities therefrom. The willfulness of Defendant's infringement is established by, among other things, his having taken Plaintiff's printed manuscript from Plaintiff's car and subsequently publishing a nearly identical work under Defendant's name. *See* ¶¶ 41, 48–49.

137. As a result of the foregoing, Defendant is liable to plaintiff for copyright infringement, contributory infringement, and/or induced infringement.

138. Plaintiff is entitled to statutory damages pursuant to 17 U.S.C. § 504(c), up to the amount of $150,000 for each of Plaintiff's Copyrighted Works that Defendant willfully infringed, and for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

139. In the alternative, Plaintiff seeks recovery of Plaintiff's actual damages plus Defendant's profits attributable to Defendant's infringing conduct alleged herein, pursuant to 17 U.S.C. § 504(b), if that amount is found to exceed statutory damages under 17 U.S.C. § 504(c). This includes, but is not limited to, Defendant's profits attributable to any and all sales of the Infringing Work, and any profits attributable to derivative works created from Plaintiff's Copyright Works. Plaintiff requests an accounting and a constructive trust with respect to such profits.

140. Plaintiff is further entitled to attorneys' fees and costs pursuant to 17 U.S.C. § 505.

141. Defendant's conduct has caused and will continue to cause irreparable injury to Plaintiff unless enjoined by this Court. Plaintiff has no adequate remedy at law. Accordingly, Plaintiff is entitled to injunctive relief pursuant to 17 U.S.C. § 502.

COUNT 3
Unjust Enrichment

142. Plaintiff repeats the allegations contained in Paragraphs 1 through 142 above as if fully set forth herein.

143. Defendant has been enriched by representing himself as the author of the Copyrighted Works. Defendant has been enriched by, among other things, using the representation of authorship to promote his business dealings, and to make contacts within the billiards world.

144. Defendant was also enriched by Plaintiff when Plaintiff gave Defendant the money towards the formation and other start-up costs for MES.

145. Defendant's enrichment comes at Plaintiff's expense. Plaintiff is the true author of the Copyrighted Works, and all the benefits Defendant has derived by representing himself as their author are the result of Plaintiff's work. And the money Plaintiff paid Defendant for the formation and start-up of MES also came from Plaintiff.

146. Defendant has not provided Plaintiff with compensation to be known as the author of the Copyrighted Works or for the benefits this has allowed him to realize. Defendant did not provide Plaintiff with anything in return for the money used to form MES, in spite of Defendant's representations that he and Plaintiff would be co-equal owners of the business.

147. Therefore, Defendant should be made to make restitution to Plaintiff in an amount to be proven at trial. This amount should include at least $1,223, the amount Plaintiff paid Defendant to further MES' formation.

COUNT 4
Fraud

148. Plaintiff repeats the allegations contained in Paragraphs 1 through 148 above as if fully set forth herein.

149. In or around June 2016, Defendant falsely and fraudulently represented to Plaintiff that MES would be a joint enterprise and that the two would be co-owners.

150. The representations made by Defendant were in fact false. On information and belief, Defendant never intended for Plaintiff to be included in the business.

151. When Defendant made these representations, he knew them to be false, and these representations were made by Defendant with the intent to defraud and deceive Plaintiff in order to induce Plaintiff to give Defendant money for the company and to provide access to Plaintiff's

completed manuscript. On information and belief, at the time Defendant made the promises to Plaintiff, Defendant had no intention of performing them.

152. Plaintiff, at the time this promise was made and at the time Plaintiff took the actions herein alleged, was unaware of Defendant's secret intention not to perform and Plaintiff could not, in the exercise of reasonable diligence, have discovered Defendant's secret intention. In reliance on these representations, Plaintiff was induced to and did complete the book about Plaintiff's father, provide access to that book to Defendant, and pay $1,223 to Defendant. If Plaintiff had known of the actual intention of Defendant, Plaintiff would not have taken such action. Plaintiff's reliance on Defendant's representations was justified because of their relationship as father and son.

153. As a proximate result of Defendant's fraud and deceit and the facts herein alleged, Plaintiff was deprived of $1,223, all of which Plaintiff gave to Defendant to start a business that Defendant had no intention in allowing Plaintiff to be a part of.

154. In doing the acts herein alleged, Defendant acted with oppression, fraud, and malice, and Plaintiff is entitled to punitive damages in an amount to be determined at trial.

COUNT 5
Negligent Misrepresentation

155. Plaintiff repeats the allegations contained in Paragraphs 1 through 155 above as if fully set forth herein.

156. Defendant, due to his relationship with Plaintiff, had a duty to give correct information. This arises from, among other things, Defendant's editing work on Plaintiff's manuscript, which Plaintiff only allowed while the two men were in the same room, as well as

from Defendant's representations to Plaintiff that he intended for the two men to be equal partners in business.

157. As described above, Defendant made material misrepresentations to Plaintiff that the two men would form a business together jointly. Indeed, Defendant even addressed Plaintiff as the "Co-Owner of Murphy Enterprise Solutions," and Defendant and Plaintiff agreed that they would both be co-owners of MES.

158. Defendant knew or should have known that Plaintiff took these representations seriously. Among other things, Plaintiff did not insist on adding his name to the MES formation documents because Defendant represented to him that his name would be added later, and that doing so would not affect Plaintiff's status as a co-owner of MES.

159. Defendant's material misrepresentations and/or omissions were calculated to induce Plaintiff to pay Defendant money towards starting MES of at least $1,223, as well as to induce Plaintiff not to conduct further inquiries into the requirements for forming a business.

160. Plaintiff reasonably relied on Defendant's misrepresentations and/or omissions to his detriment, as he believed that Defendant was speaking truthfully when he said that the two men would be co-owners of MES.

161. As a direct and proximate result of Defendant's negligent misrepresentation, Plaintiff has been damaged in an amount to be proven at trial.

COUNT 6
Conversion

162. Plaintiff repeats the allegations contained in Paragraphs 1 through XX above as if fully set forth herein.

163. Upon information and belief, on January 17, 2017, Defendant unlawfully and intentionally assumed and exercised Plaintiff's right of ownership and control over a copy of Plaintiff's manuscript for the Printed Copyrighted Work.

164. Defendant's unlawful and intentional assumption and exercise of Plaintiff's right of ownership and control over the copy of the manuscript was to the exclusion of Plaintiff.

165. Defendant knowingly denied and violated Plaintiff's rightful dominion, rights, and possession over Plaintiff's property.

166. As a result of the Defendant's acts of conversion, Defendant was able to publish, sell, and market the Infringing Work under his own name, in violation of Plaintiff's authorial rights, thereby severely reducing the value of Plaintiff's manuscript.

167. Defendant's acts of conversion have caused irreparable harm to Plaintiff for which there is no adequate remedy at law, and will continue to cause irreparable harm to Plaintiff unless the Defendant is permanently enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment be entered in its favor and against Defendant as follows:

1) That Plaintiff is the sole owner and author of the Copyrighted Works;

2) That the Forged Agreement is legally null and void, or in the alternative, does not cover the Copyrighted Works;

3) That Plaintiff be awarded attorneys' fees, costs, and disbursements incurred as a result of this action;

4) That Plaintiff be awarded damages for all injuries suffered as a result of Defendant's unlawful conduct;

5) That Plaintiff be awarded punitive damages in an amount to be proved at trial;

6) An injunction permanently enjoining the Defendant, his employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:

   a) reproducing, distributing, marketing, advertising, promoting, displaying, or selling or authorizing any third party to reproduce, distribute, market, advertise, promote, display, or sell the Infringing Work and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Works;

   b) reproducing, distributing, or publicly displaying the Copyrighted Works, creating any derivative works based on the Copyrighted Works, or engaging in any activity that infringes Plaintiff's rights in its Copyrighted Works;

   c) aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraphs (a) or (b).

7) That Defendant be ordered to provide an accounting of MES's profits and of Defendant's profits attributable to Defendant's infringing conduct, including Defendant's profits from sales of the Infringing Work and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Works.

8) That Defendant be ordered to destroy or deliver up for destruction all materials in Defendant's possession, custody, or control used by Defendant in connection with Defendant's infringing conduct, including without limitation all remaining copies of the Infringing Work and any products and works that embody any reproduction or other copy or colorable imitation of the Copyrighted Works, as well as all means for manufacturing them.

9) That Defendant, at its own expense, be ordered to recall the Infringing Work from any distributors, retailers, vendors, or others that have distributed the Infringing Work, and any products, works or other materials that include, copy, are derived from, or otherwise embody the Infringing Work or the Copyrighted Works, and that Defendant be ordered to destroy or deliver up for destruction all materials returned to it.

10) Awarding Plaintiff interest, including pre-judgment and post-judgment interest, on the foregoing sums.

11) Awarding such other and further relief as the Court deems just and proper.

Dated: 5/26/2020
Queens, New York

Respectfully submitted,

Cisero Murphy Jr
Pro-Se

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------X

CISERO MURPHY JR., : [__ Civ. ____ (___)(___)]

Plaintiff,

Against : **VERIFICATION**

TYRIEK A. MURPHY, :

Defendant. :

----------X

Cisero Murphy, Jr., being duly sworn, deposes and says under penalty of perjury:

I am Cisero Murphy, Jr., the Plaintiff in the above referenced civil action. I have read the foregoing Complaint and know the contents thereof; and the same are true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

Cisero Murphy, Jr.
Plaintiff

STATE OF NEW YORK, COUNTY OF Queens) SS.:

On May 26, 2020 before me, the undersigned, personally appeared Cisero Murphy, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHOAIB M KHAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KH6198178
Qualified in Nassau County
My Commission Expires December 15, 2020

Exhibit "A"

Tyrick A. Murphy
Owner / Chief Executive Officer
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
(P) (347) 869 - 4396
(E) CEO@murphyentsolutions.com

Cisero K. Murphy, Jr. NYS DL# 259 243 811
194-24 109TH Avenue (P) (347) 528 - 3220
Queens, NY 11412

January 25, 2017

Cisero K. Murphy Jr., herein after referred to as Associate, relinquish all claims, rights, monetary, property, and/or other royalties regarding his biological father, Cisero S. Murphy, herein after referred to as Cisero Sr., to Murphy Enterprise Solutions, herein after referred to as MES. No other and/or future contract made by the Associate, for himself or with another party, whether unofficial or official, and/or filed within any Judicial System shall supersede this agreement unless MES, verbally and in written form, concur to void this contract, shall have any validity and/or supersede this agreement between MES and the Associate. Effectively upon signature of this document, regardless whether in the presence of a public notary official or not, both parties concur to the above and ensuing depictions:

A. Upon the signature of this document by MES and the Associate, MES has absolute direct and/or indirect operational foresight of the royalties and/or rights regarding Cisero Sr from the Associate.
B. Any economical proceeds earned, whether present and/or future, by way of book sells, documentaries, films and/or memorabilia regarding Cisero Sr. will be acquired and/or retained by MES, distributed and/or utilized in accordance to MES exclusive discretion with no obligation of compensating the Associate.
C. The Associate will have uncompensated restricted access within MES. This restricted access provides the Associate with the sole responsibility of ensuring Cisero Sr. legacy is portrayed with complete accuracy and no insinuations and/or fallacies are conveyed.
D. Lastly, any and/or all intellect property regarding Cisero Sr. under the Associate's authority will immediately be surrender to MES. MES and/or the Associate, at anytime, whether verbally and/or in written documentation may discontinue the restricted access within MES. Moreover, MES will retain and/or enforce the terms outlined in sections A to D of this agreement.

❖ Furthermore, the Associate is aware if any legation is warranted due to any violation and/or disregard of any portion of this agreement will result in the Associate being economically responsible for any expenses, penalties, or fees, including legal fees assessed by MES.

❖ MES and the Associate, do not intend to form any company, organization, agency and/or partnership business and/or relationship between them by simultaneously concurring to this Agreement. Any modifications to this Agreement must be made in writing and must be signed by both parties.

❖ *This Agreement is made under and shall be construed according to the laws of the State of New York and/or State(s) MES may operate within.*

Associate Signature: Cisero Murphy Jr. **Witness Signature:** _____

Associate Name: CISERO MURPHY JR. **Witness Name:** _____

Date: 1-25-2017 **Date:** _____

MES Signature: Tyriek A. Murphy

MES Name: Tyriek A. Murphy

Date: 1/25/17

Notary space below, if applicable:

Galina Feldman

GALINA FELDMAN
Notary Public, State of New York
No. 01FE6051106
Qualified in Kings County
Commission Expires November 20, 2018

01-25-2017

Exhibit "B"

Type of Work: Text

Registration Number / Date:
TXu002053010 / 2017-06-15

Application Title: Big City Knights The Biography of: Cisero "Sonny" Murphy A World-Class Champion.

Title: Big City Knights : The Biography of: Cisero "Sonny" Murphy A World-Class Champion.

Description: Print material, 146 p.

Copyright Claimant:
Cisero K Murphy Jr., 1957- .

Date of Creation: 2017

Authorship on Application:
Cisero K Murphy Jr., 1957- ; Domicile: United States; Citizenship: United States. Authorship: text.

Rights and Permissions:
cisero Murphy Jr, P O Box 310636, Jamaica, NY, 11431, United States, (347) 528-3220, ciserom2511@yahoo.com

Names: Murphy, Cisero K, Jr., 1957-

==========

Exhibit "C"

Type of Work: Text

Registration Number / Date:
TXu002060114 / 2017-07-03

Application Title: Big City Nights.

Title: Big City Nights.

Description: Electronic file (eService)

Copyright Claimant:
Cisero Murphy, Jr.

Date of Creation: 2016

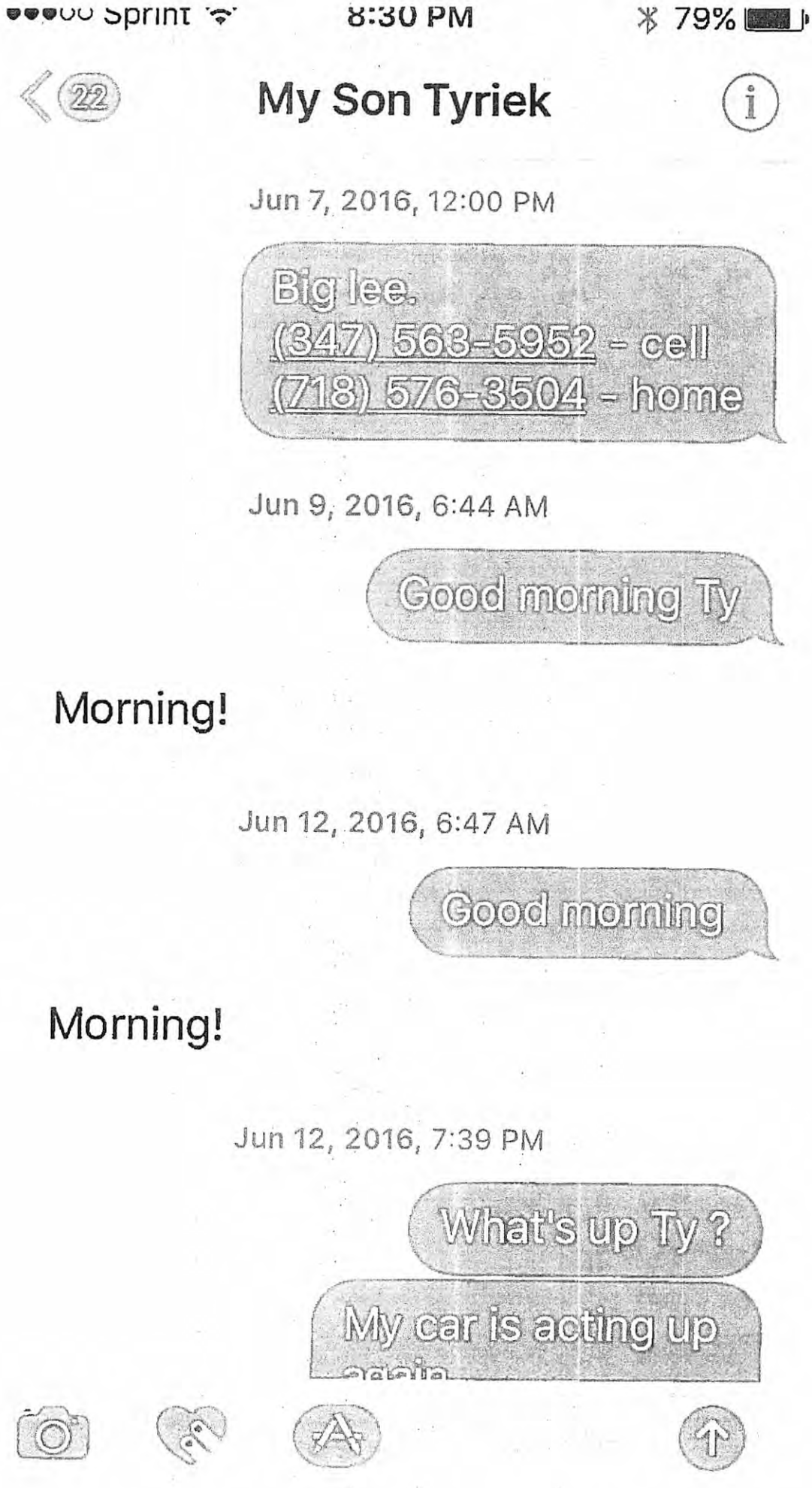
Authorship on Application:
Cisero Murphy, Jr.; Citizenship: United States. Authorship: text.

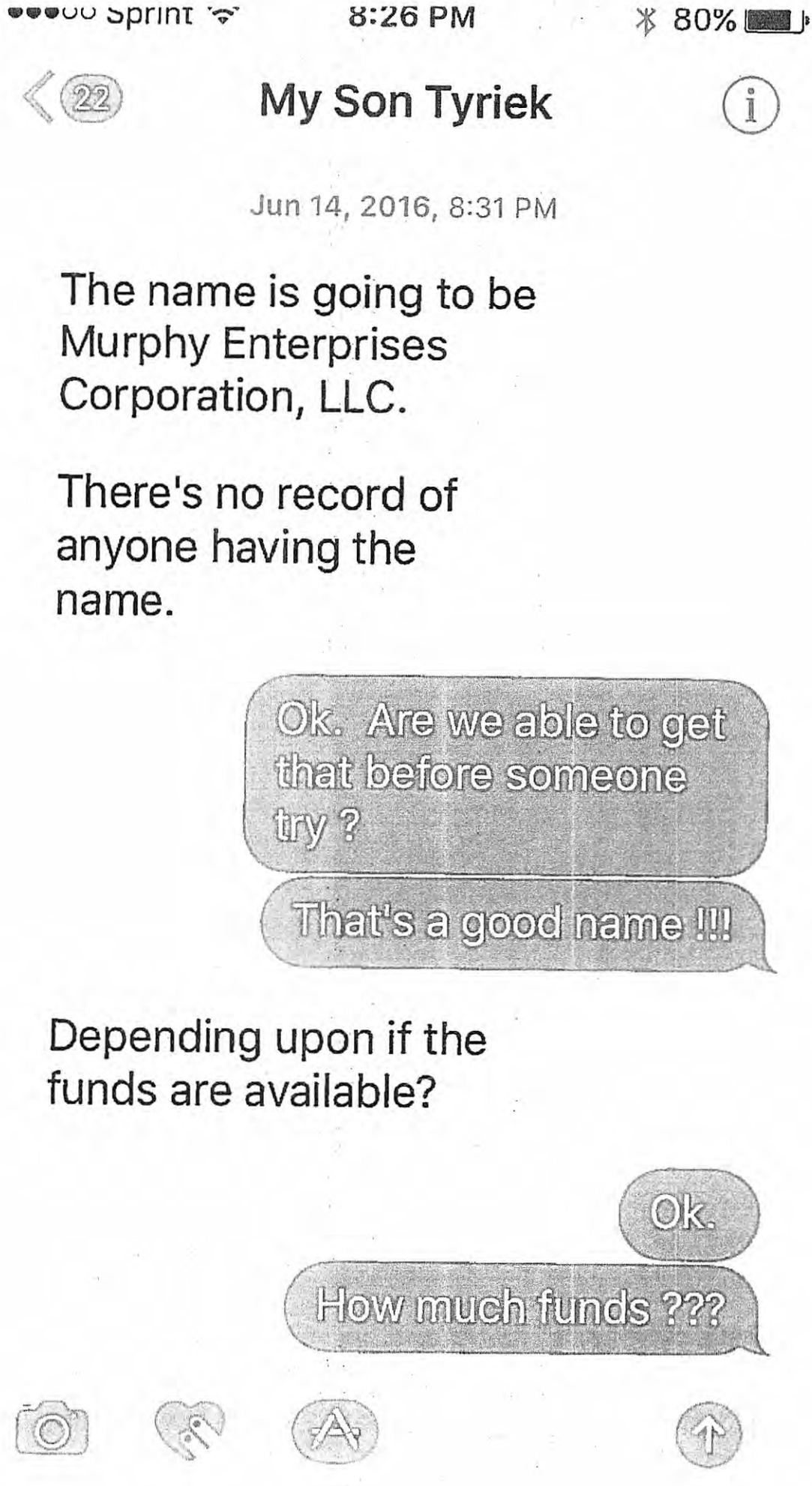
Rights and Permissions:
Cisero Murphy, Jr., ciserom2511@yahoo.com

Names: Murphy, Cisero, Jr.

==========

Exhibit "D"


Sprint
8:30 PM
79%
22
My Son Tyriek
Jun 7, 2016, 12:00 PM
Big lee.
(347) 563-5952 - cell
(718) 576-3504 - home
Jun 9, 2016, 6:44 AM
Good morning Ty
Morning!
Jun 12, 2016, 6:47 AM
Good morning
Morning!
Jun 12, 2016, 7:39 PM
What's up Ty ?
My car is acting up


●●●○○ Sprint
8:26 PM
80%
22
My Son Tyriek
Jun 14, 2016, 8:31 PM
The name is going to be Murphy Enterprises Corporation, LLC.
There's no record of anyone having the name.
Ok. Are we able to get that before someone try ?
That's a good name !!!
Depending upon if the funds are available?
Ok.
How much funds ???

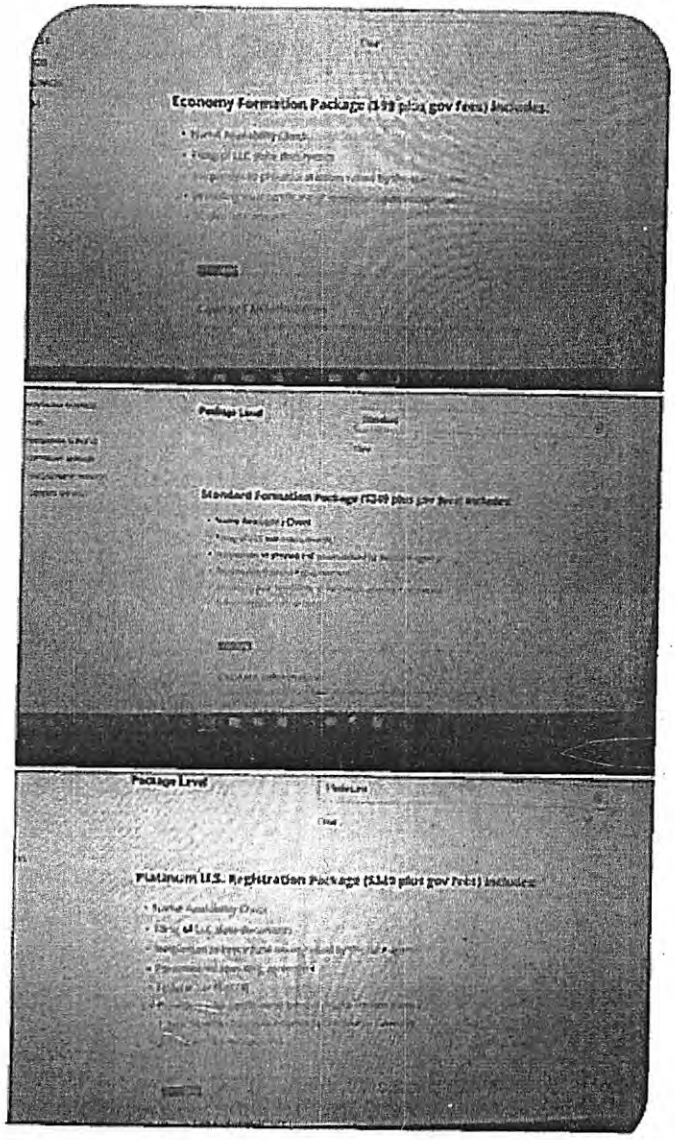
Sprint 8:23 PM 81%

22 My Son Tyriek

Jun 16, 2016, 8:59 PM

There are 3 options to start this.....

Do tell

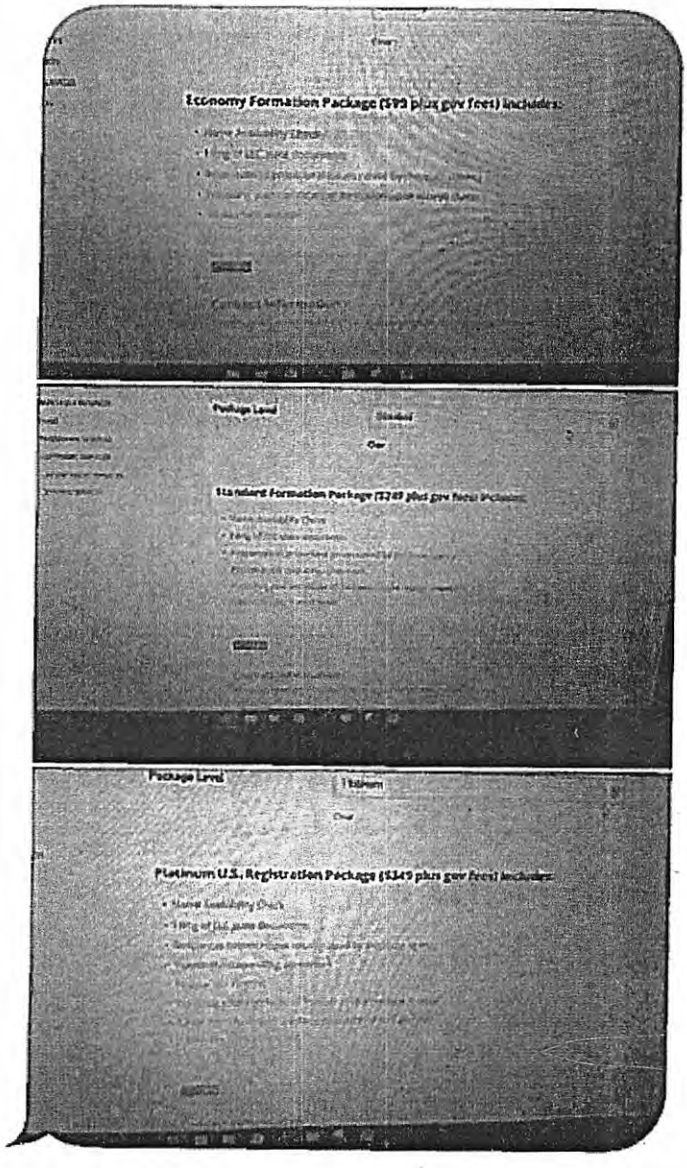


Text Me...

●●●○○ Sprint 8:23 PM 81%

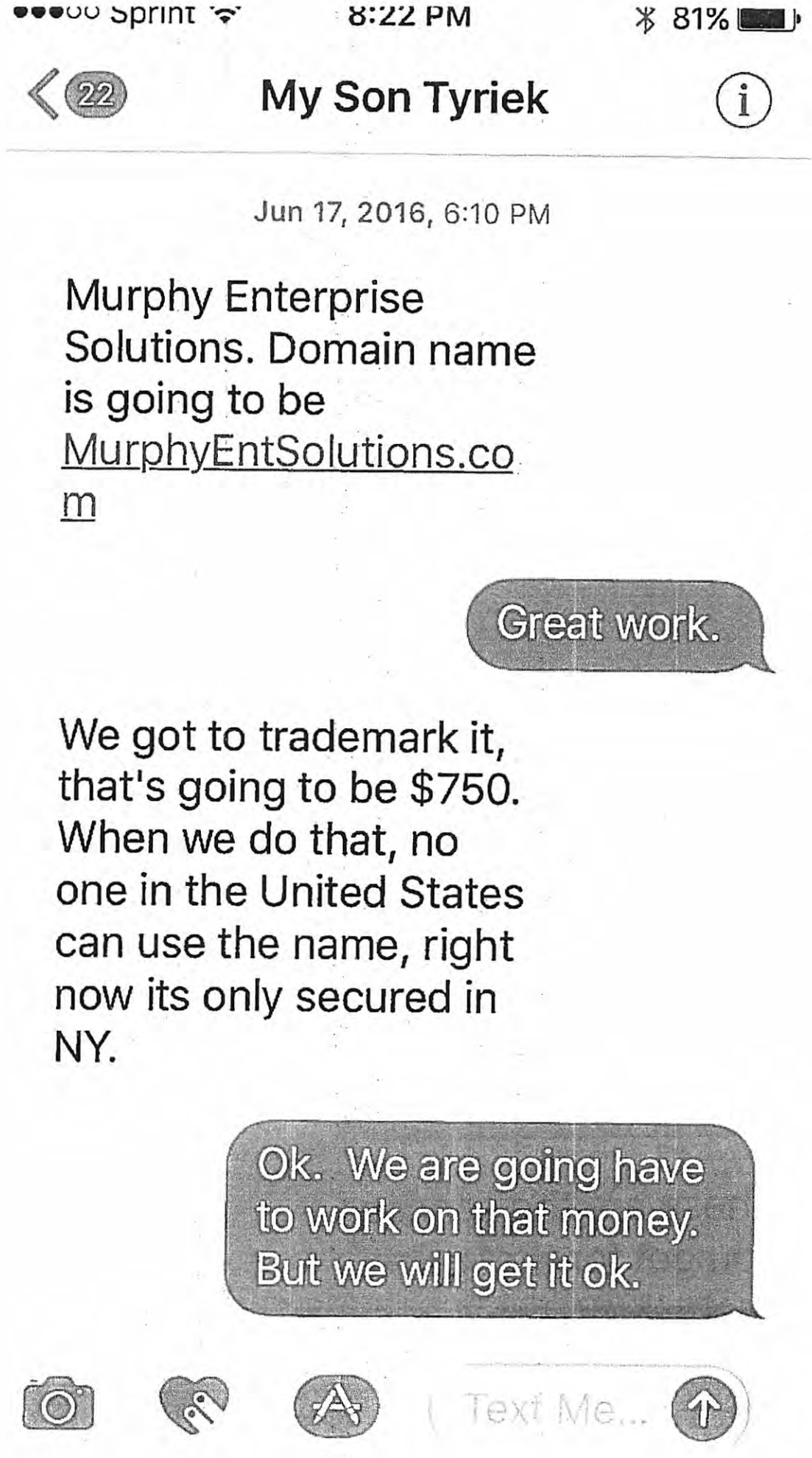
22 My Son Tyriek

Do tell



These are the services you get for that price.

Text Me...


●●●oo Sprint
8:22 PM
81%
22
My Son Tyriek
Jun 17, 2016, 6:10 PM
Murphy Enterprise Solutions. Domain name is going to be MurphyEntSolutions.com
Great work.
We got to trademark it, that's going to be $750. When we do that, no one in the United States can use the name, right now its only secured in NY.
Ok. We are going have to work on that money. But we will get it ok.
Text Me...

●●●oo Sprint 8:22 PM 81%

22 My Son Tyriek

We got to trademark it, that's going to be $750. When we do that, no one in the United States can use the name, right now its only secured in NY.

Ok. We are going have to work on that money. But we will get it ok.

If you're ever asked, we're providing entertainment, consulting, environmental services.

Yeah, we got to get it ASAP.

Jun 18, 2016, 9:45 AM

Text Me...

●●●○○ Sprint 8:22 PM 81%

22 My Son Tyriek

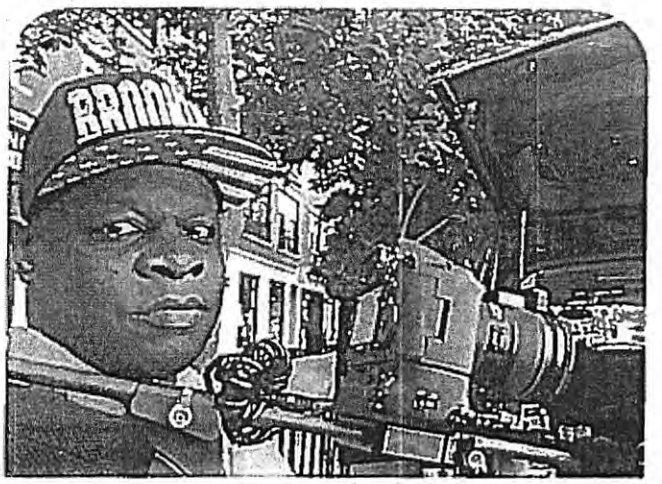
Jun 18, 2016, 9:45 AM

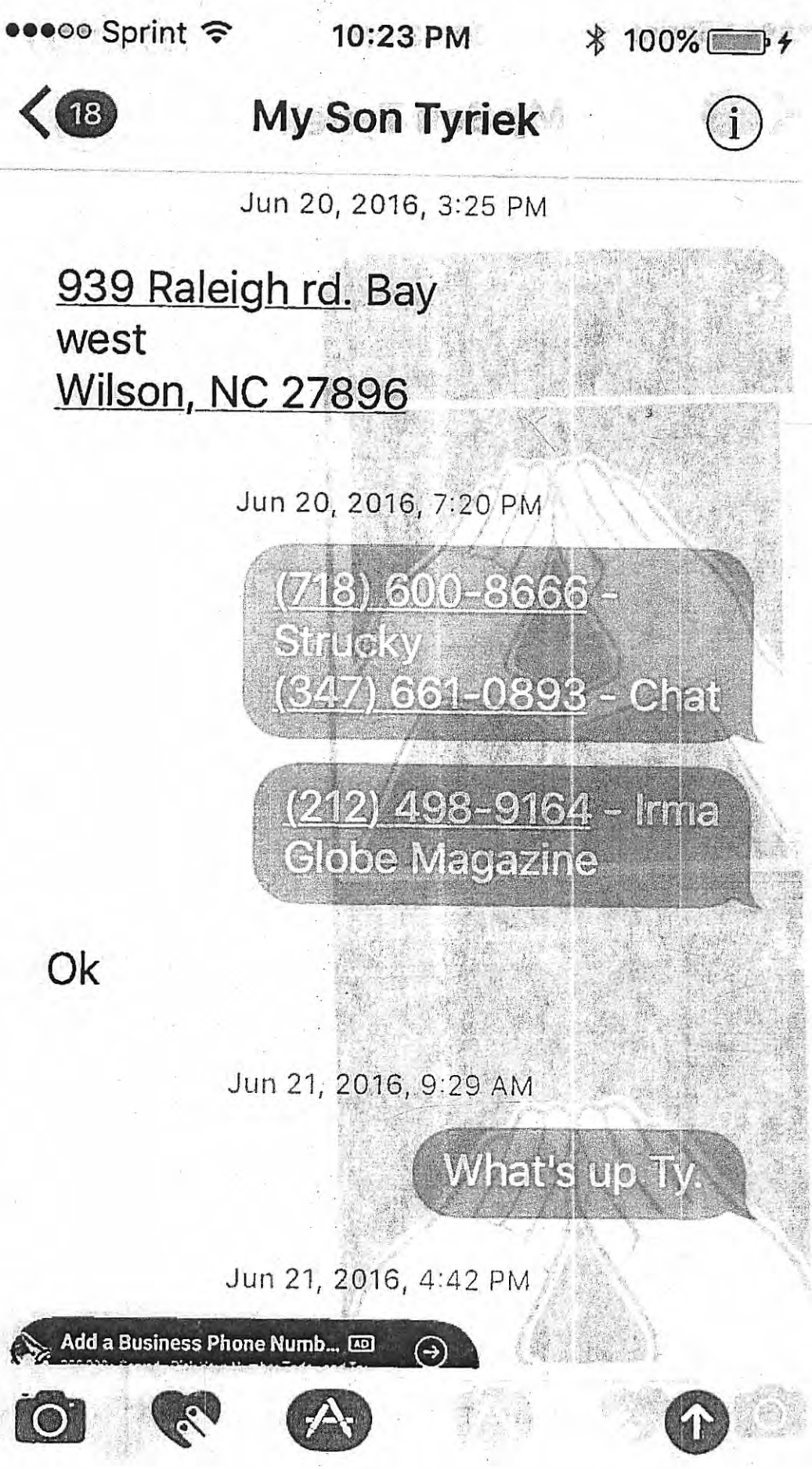
What's up Ty

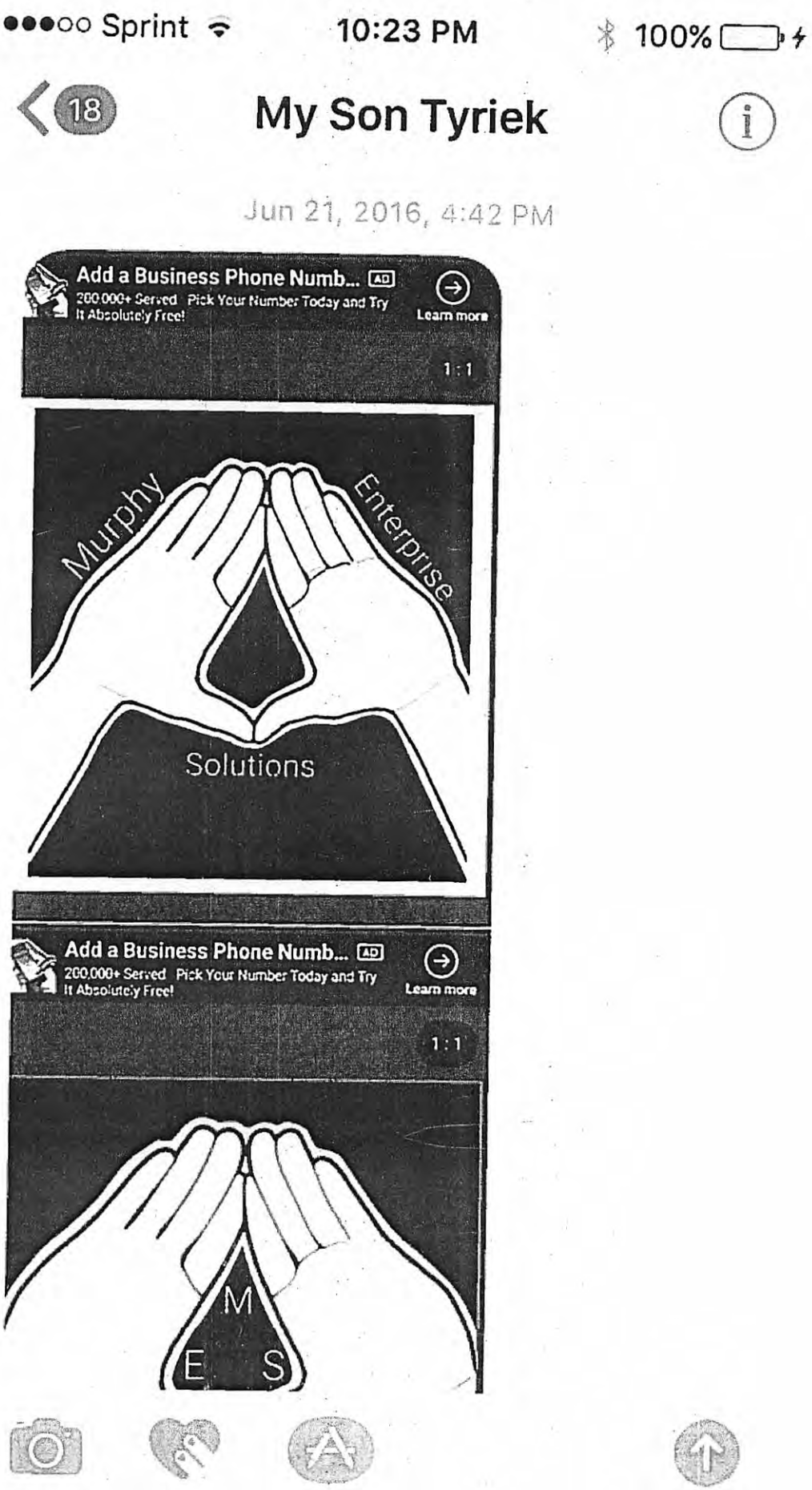
Nothing, just creating a mission & vision statement for the business.

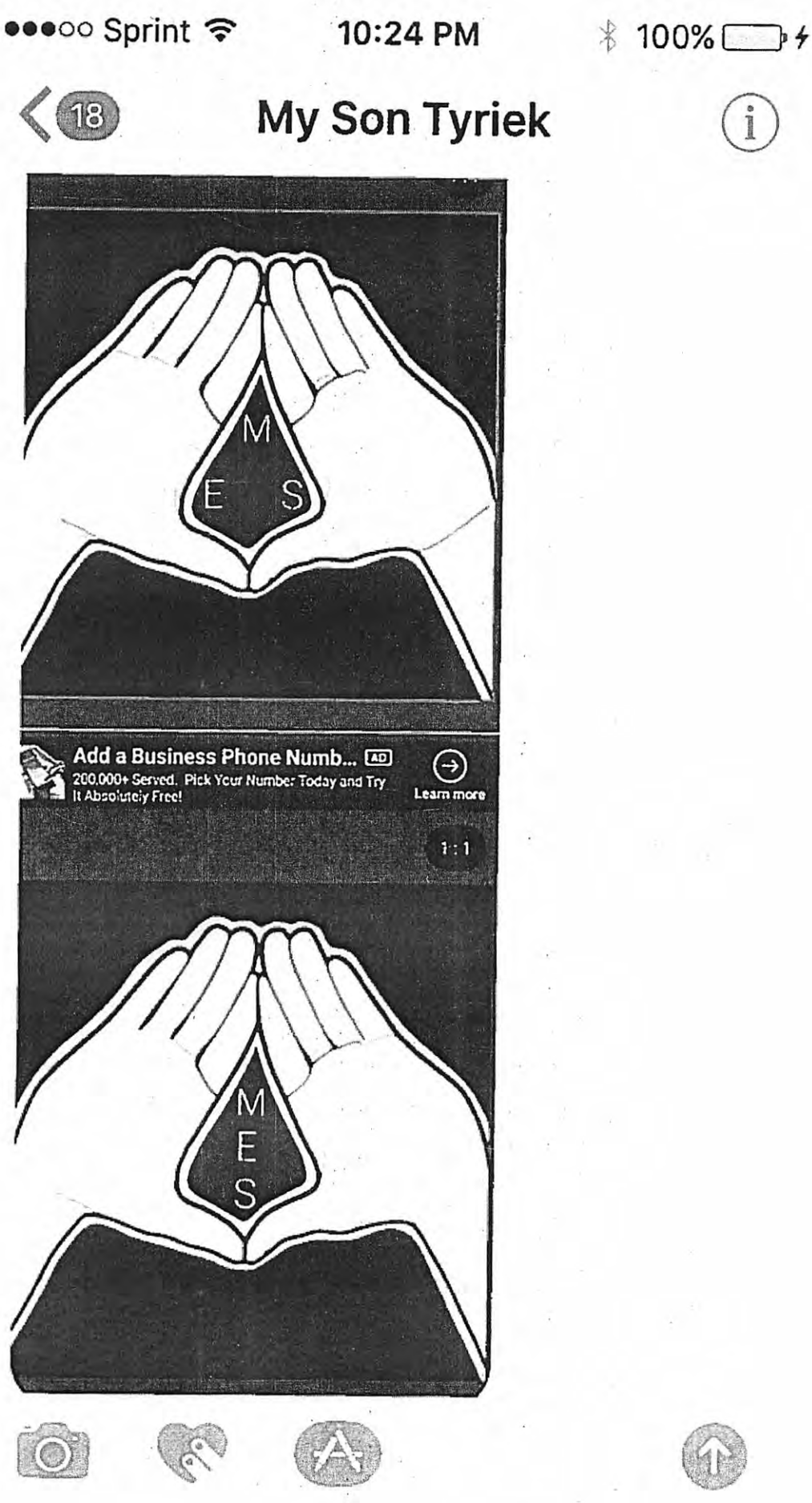
Ok cool. I'm on set. Will call you shortly. Or you call me when you are finish ok.

Sure!




Sprint
10:23 PM
100%
18
My Son Tyriek
Jun 20, 2016, 3:25 PM
939 Raleigh rd. Bay
west
Wilson, NC 27896
Jun 20, 2016, 7:20 PM
(718) 600-8666 -
Strucky
(347) 661-0893 - Chat
(212) 498-9164 - Irma
Globe Magazine
Ok
Jun 21, 2016, 9:29 AM
What's up Ty.
Jun 21, 2016, 4:42 PM
Add a Business Phone Numb...
AD

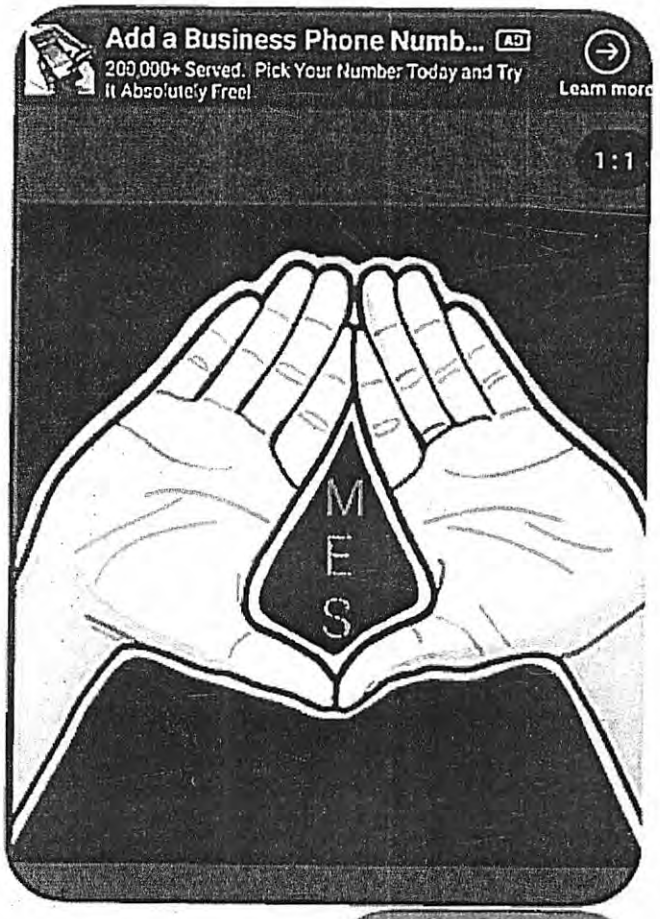

Sprint
10:23 PM
100%
18
My Son Tyriek
Jun 21, 2016, 4:42 PM
Add a Business Phone Numb...
AD
200,000+ Served Pick Your Number Today and Try It Absolutely Free!
Learn more
1:1
Murphy
Enterprise
Solutions
Add a Business Phone Numb...
AD
200,000+ Served Pick Your Number Today and Try It Absolutely Free!
Learn more
1:1
M
E
S


●●●○○ Sprint
10:24 PM
100%
18
My Son Tyriek
M
E S
Add a Business Phone Numb...
AD
200,000+ Served. Pick Your Number Today and Try It Absolutely Free!
Learn more
1:1
M
E
S

●●●○○ Sprint 8:19 PM 82%

22 My Son Tyriek

Which 1??



This one

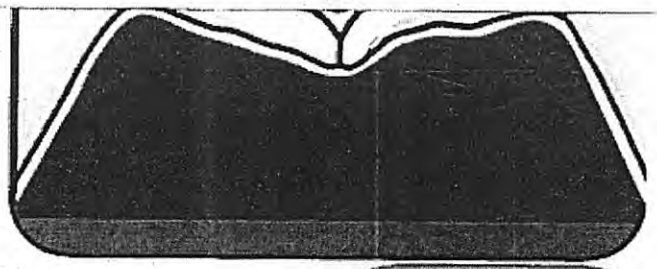
Really?? I thought the 1st pic was better!

I like that one too

Text Me...

●●●○○ Sprint 8:20 PM 82%

22 My Son Tyriek i



This one

Really?? I thought the 1st pic was better!

I like that one too

Jun 21, 2016, 6:07 PM

So which one are we going to use ?

The 1st pic, it being spelled out looks better on the website.

Ok

Text Me...

●●●○○ Sprint 10:25 PM 100%

18 **My Son Tyriek** ⓘ

Jun 22, 2016, 7:37 PM



The company slogan

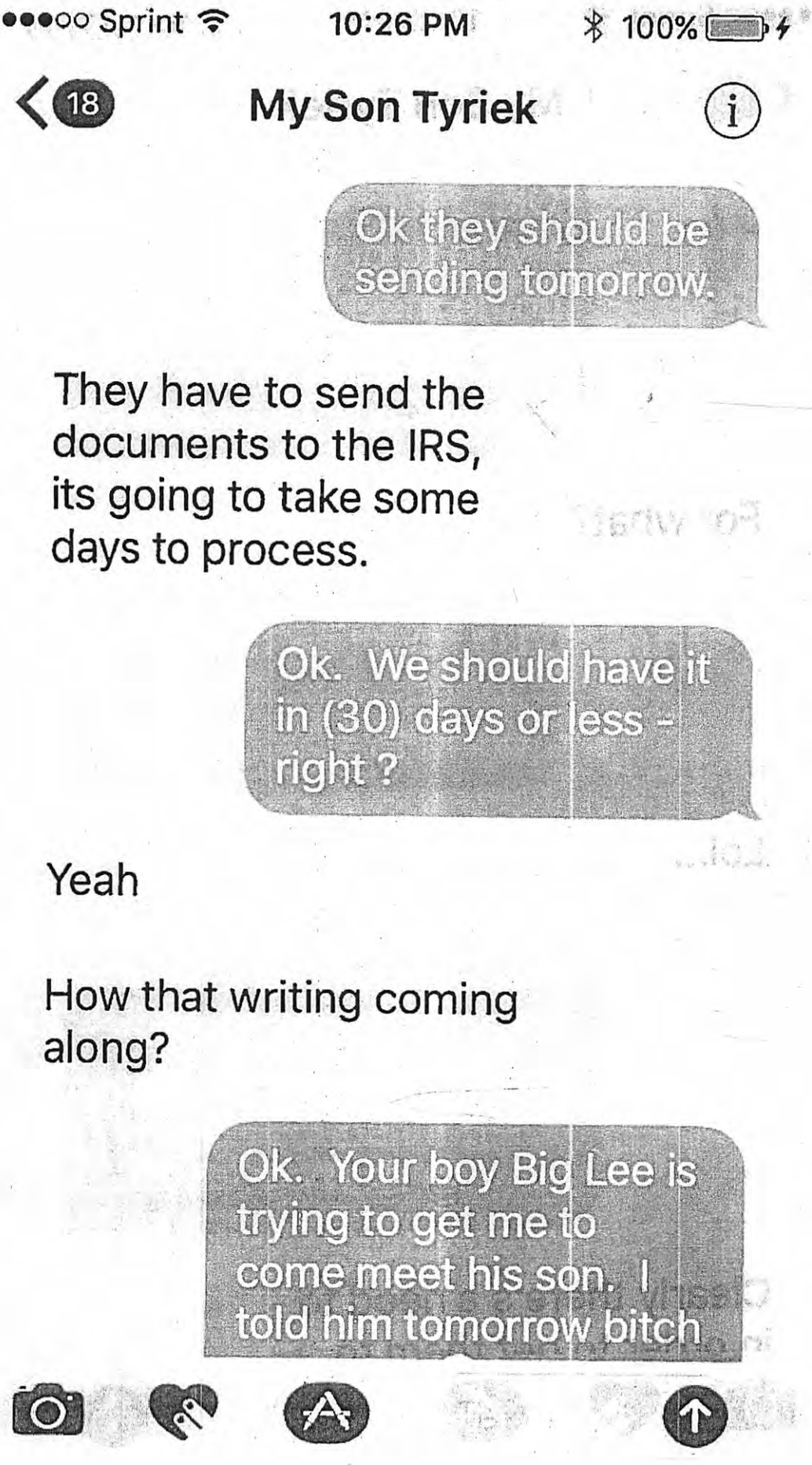
Nice

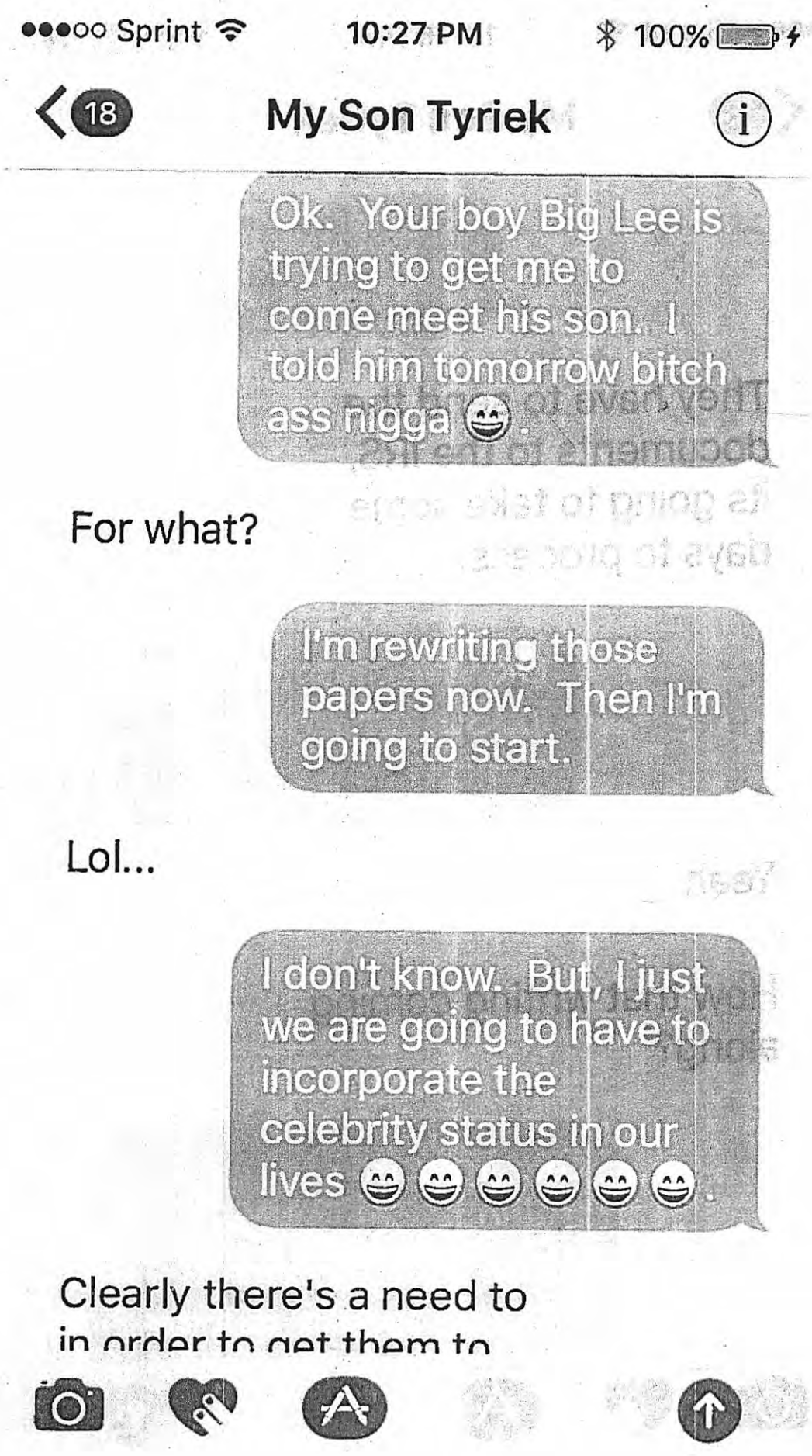
I know.... lol!

Did you get the EIN yet ?

No

Ok they should be sending tomorrow.


●●●○○ Sprint
10:26 PM
100%
18
My Son Tyriek
Ok they should be sending tomorrow.
They have to send the documents to the IRS, its going to take some days to process.
Ok. We should have it in (30) days or less - right ?
Yeah
How that writing coming along?
Ok. Your boy Big Lee is trying to get me to come meet his son. I told him tomorrow bitch


●●●oo Sprint
10:27 PM
100%
18
My Son Tyriek
Ok. Your boy Big Lee is trying to get me to come meet his son. I told him tomorrow bitch ass nigga 😀.
For what?
I'm rewriting those papers now. Then I'm going to start.
Lol...
I don't know. But, I just we are going to have to incorporate the celebrity status in our lives 😀😀😀😀😀😀.
Clearly there's a need to
in order to get them to

●●●○○ Sprint 8:13 PM 84%

22 My Son Tyriek

Jun 23, 2016, 7:51 AM

Good morning. What's up Ty ?

Your boy, Lee!

Jun 23, 2016, 1:10 PM



Jun 23, 2016, 6:24 PM

How's that writing going?

Call me

Jun 24, 2016, 6:00 PM

Text Me...

●●●oo Sprint 8:12 PM 85%

22 My Son Tyriek

Jun 24, 2016, 6:00 PM

As the the business telephone, you want to use your cell or should we get another number??

Cellphone

Ok, I'll put your on as well.

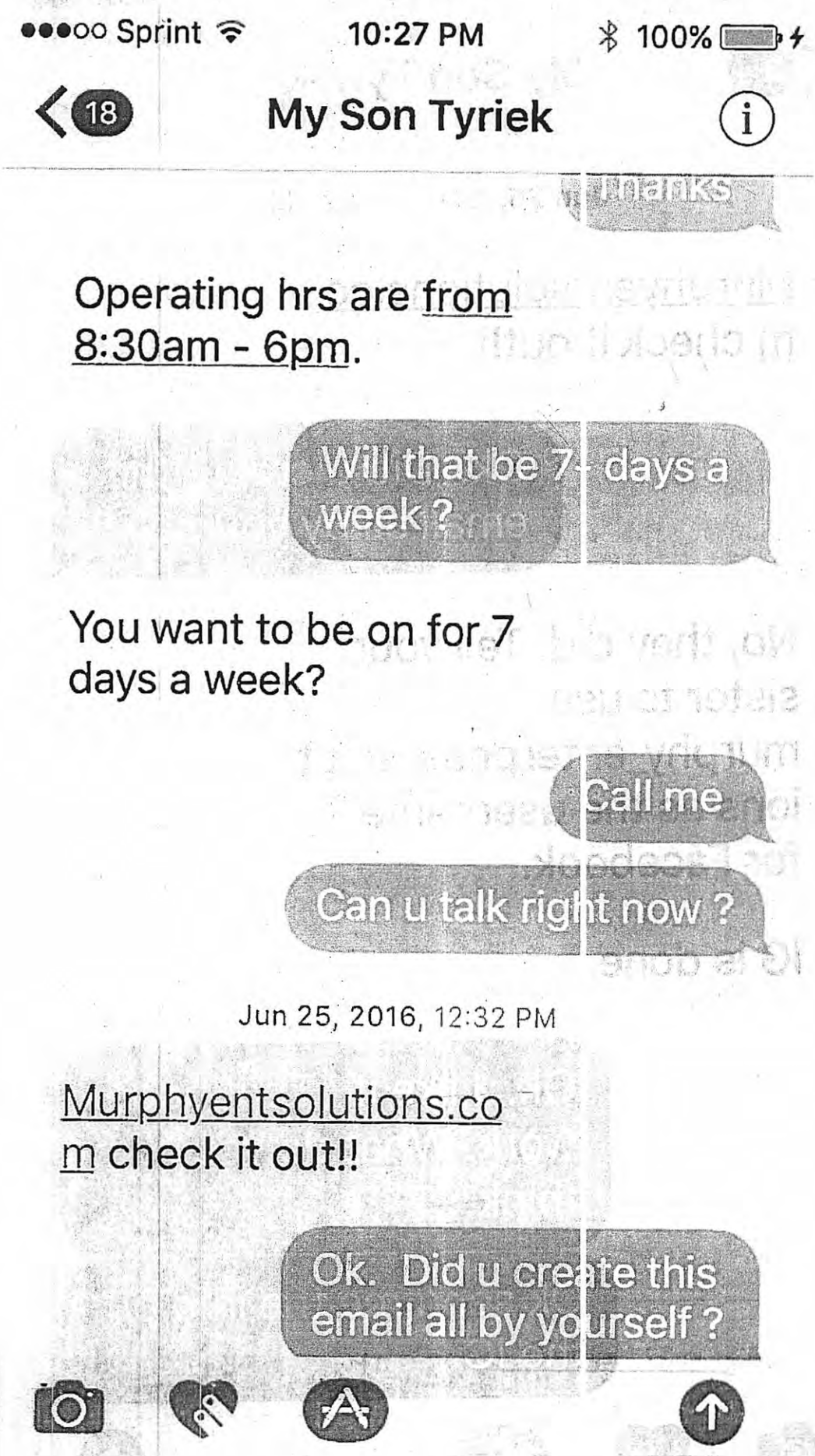
Thanks

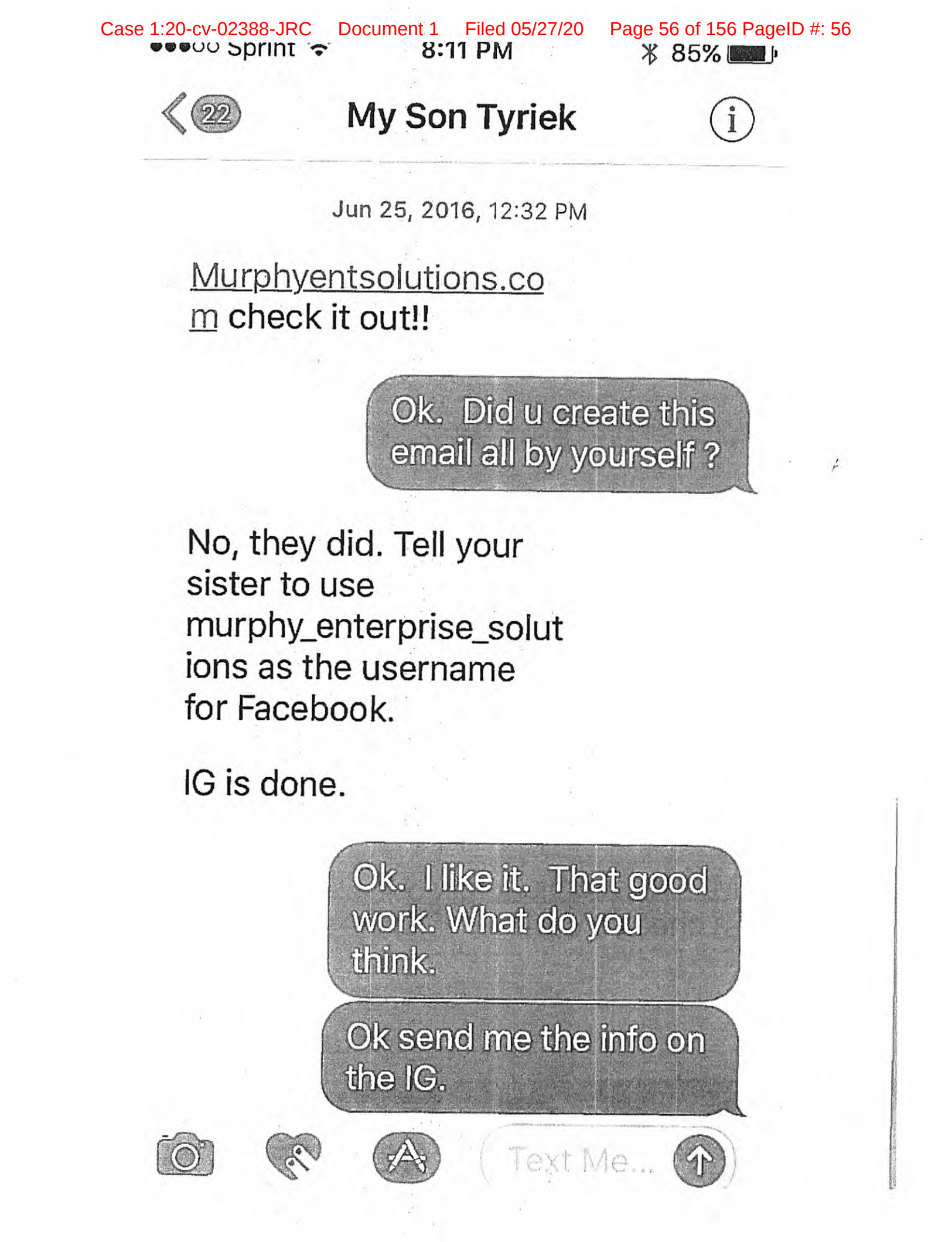
Operating hrs are from 8:30am - 6pm.

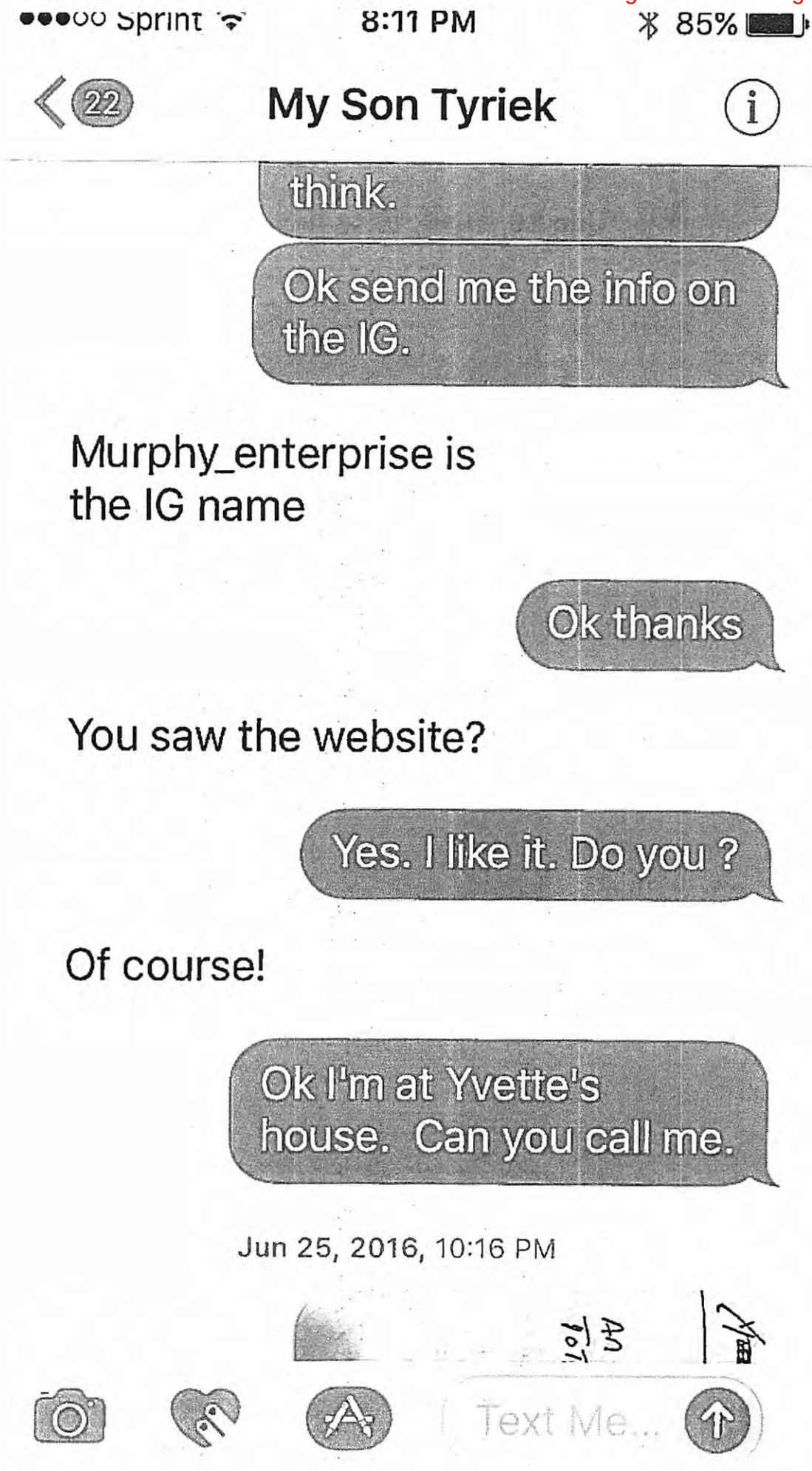
Will that be 7- days a week ?

You want to be on for 7

Text Me...


●●●oo Sprint
10:27 PM
100%
18
My Son Tyriek
Thanks
Operating hrs are from 8:30am - 6pm.
Will that be 7 days a week ?
You want to be on for 7 days a week?
Call me
Can u talk right now ?
Jun 25, 2016, 12:32 PM
Murphyentsolutions.com check it out!!
Ok. Did u create this email all by yourself ?

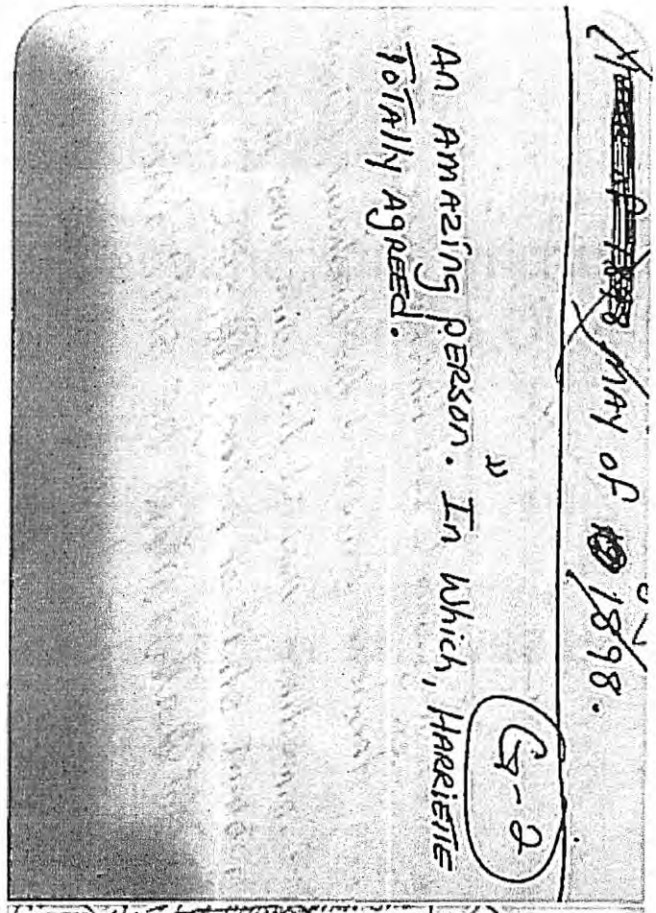

Sprint
8:11 PM
85%
22
My Son Tyriek
Jun 25, 2016, 12:32 PM
Murphyentsolutions.com check it out!!
Ok. Did u create this email all by yourself ?
No, they did. Tell your sister to use murphy_enterprise_solutions as the username for Facebook.
IG is done.
Ok. I like it. That good work. What do you think.
Ok send me the info on the IG.
Text Me...


●●●○○ Sprint
8:11 PM
85%
22
My Son Tyriek
think.
Ok send me the info on the IG.
Murphy_enterprise is the IG name
Ok thanks
You saw the website?
Yes. I like it. Do you ?
Of course!
Ok I'm at Yvette's house. Can you call me.
Jun 25, 2016, 10:16 PM
Text Me...

●●●○○ Sprint 8:08 PM ✱ 86%

22 My Son Tyriek

Jun 25, 2016, 10:16 PM



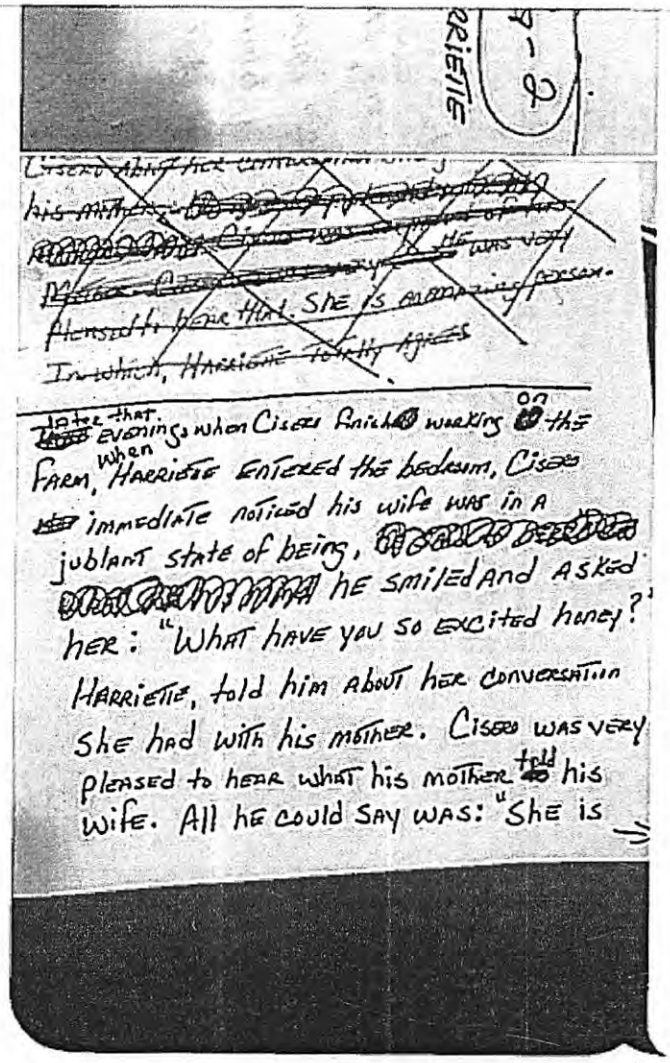
An amazing person." In which, Harriette totally Agreed.

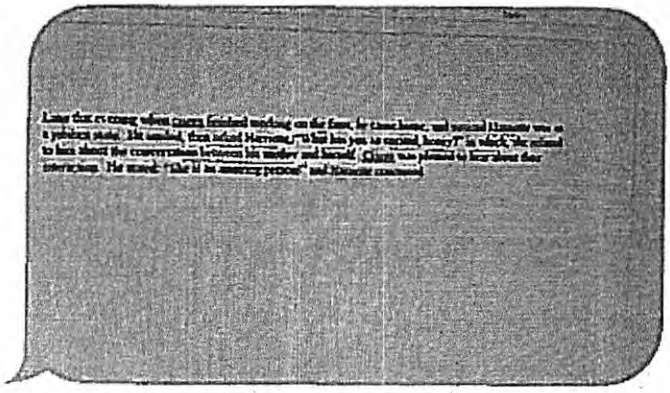
Later that evening, when Cisco finished working on the farm, when Harriette entered the bedroom, Cisco immediate noticed his wife was in a jublant state of being, he smiled and asked her: "What have you so excited honey?" Harriette, told him about her conversation

Text Me...

Sprint 8:08 PM 86%

22 My Son Tyriek





Got it?

Text Me...

●●●○○ Sprint 8:07 PM 86%

22 My Son Tyriek

Jun 29, 2016, 11:17 AM

R u almost finish ? In still on the block.

Jun 29, 2016, 10:54 PM

How's the writing going?

Well 👍👍👍👍👍. Call me

Jun 30, 2016, 8:48 PM

The total is $795.56

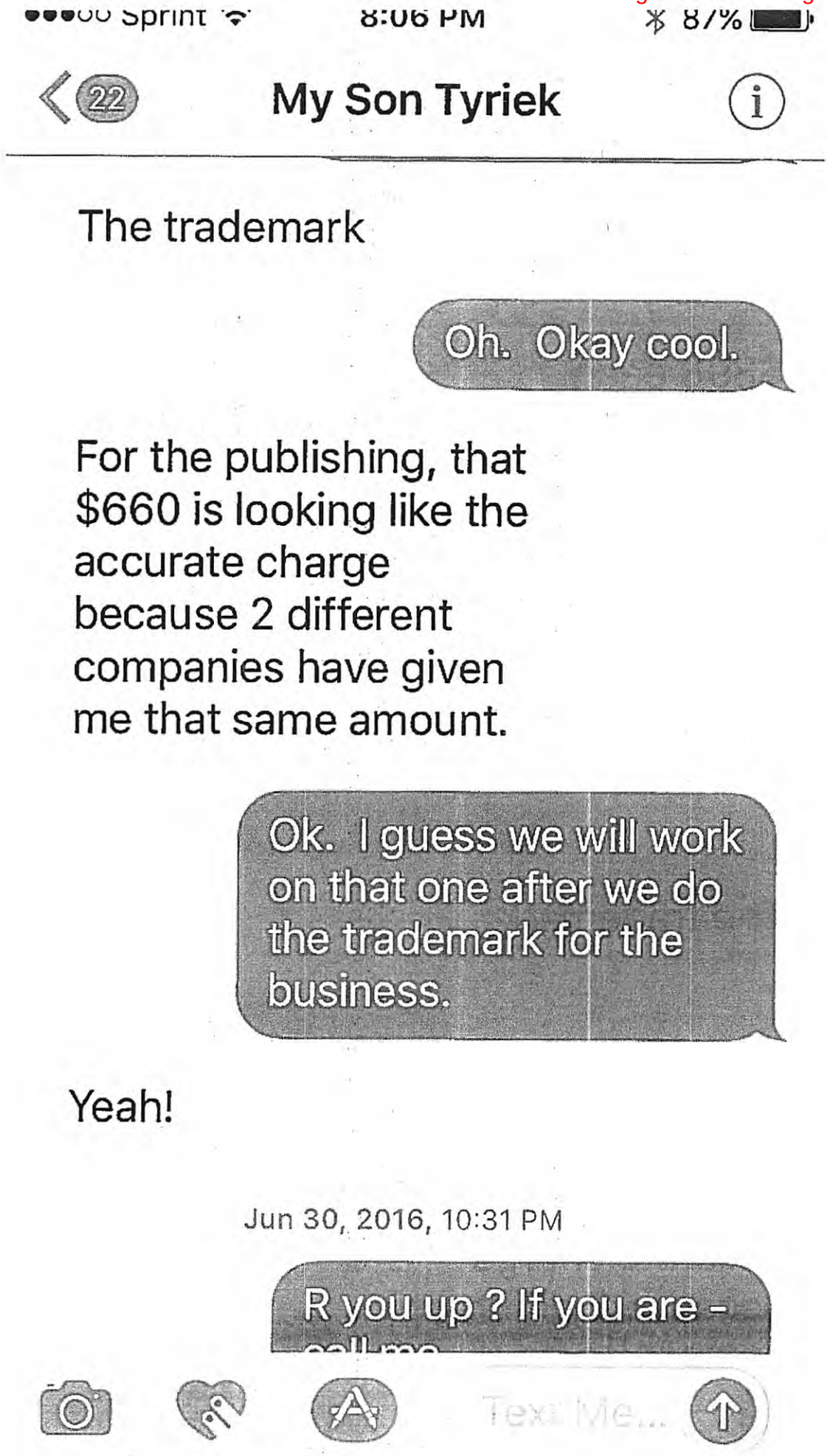
$398 each

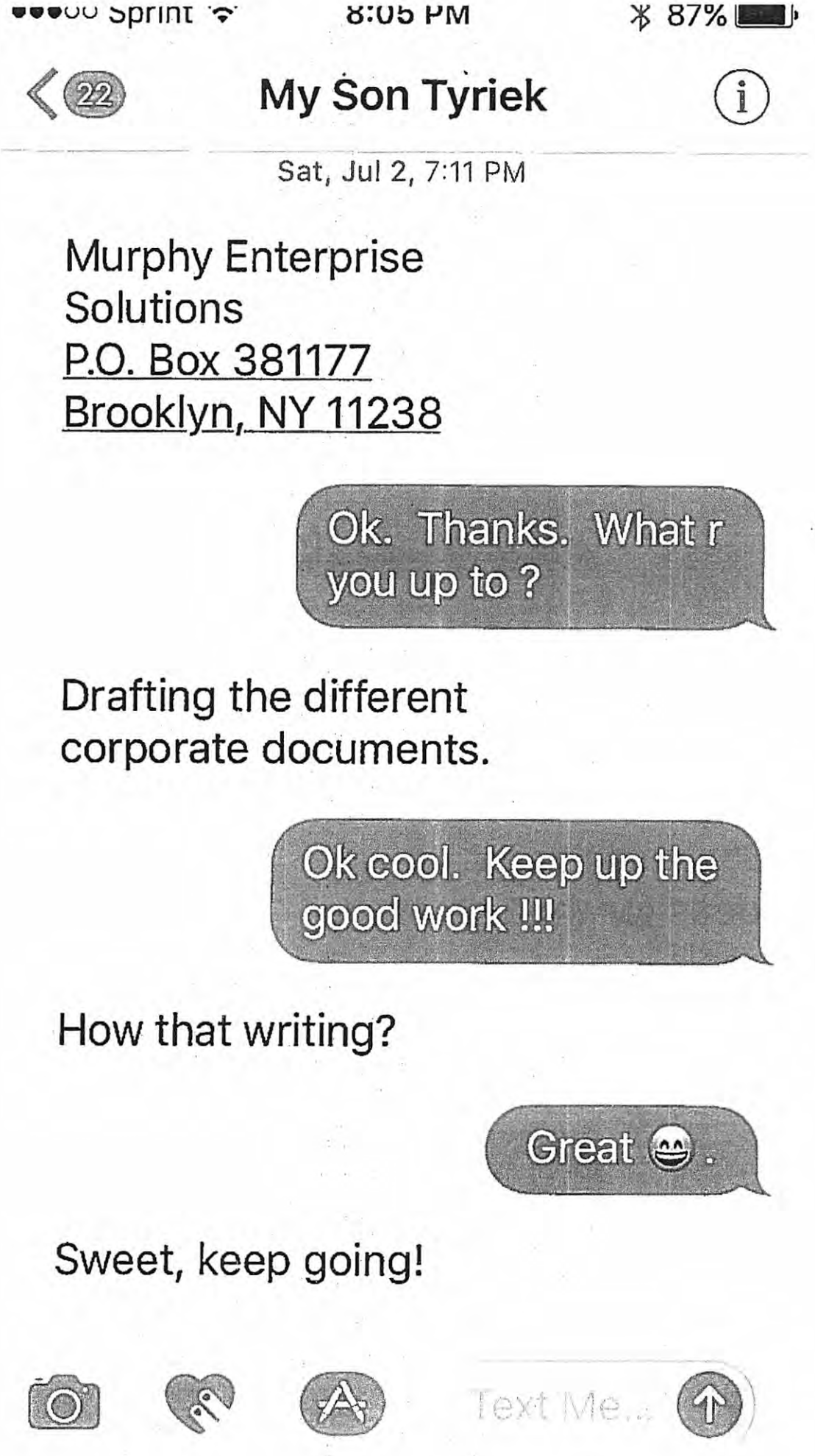
And which one is this money for ?

Ok

Text Me...


Sprint
8:06 PM
87%
22
My Son Tyriek
Jun 30, 2016, 8:48 PM
The total is $795.56
$398 each
And which one is this money for ?
Ok
And which one is this money for ?
The trademark
Oh. Okay cool.
For the publishing, that $660 is looking like the accurate charge because 2 different
Text Me...


Sprint
8:06 PM
87%
22
My Son Tyriek
The trademark
Oh. Okay cool.
For the publishing, that $660 is looking like the accurate charge because 2 different companies have given me that same amount.
Ok. I guess we will work on that one after we do the trademark for the business.
Yeah!
Jun 30, 2016, 10:31 PM
R you up ? If you are -
Text Me...


●●●oo Sprint
8:05 PM
87%
22
My Son Tyriek
Sat, Jul 2, 7:11 PM
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
Ok. Thanks. What r you up to ?
Drafting the different corporate documents.
Ok cool. Keep up the good work !!!
How that writing?
Great 😄 .
Sweet, keep going!
Text Me...

●●●○○ Sprint 8:03 PM 88%

22 My Son Tyriek

Sun, Jul 3, 3:29 PM

Did cisero ever hangout in harlem or wasnit more Brooklyn?

Yes he did hangout in Harlem. More so in Brooklyn. Actually he hung out through out the City.
Why you ask ?

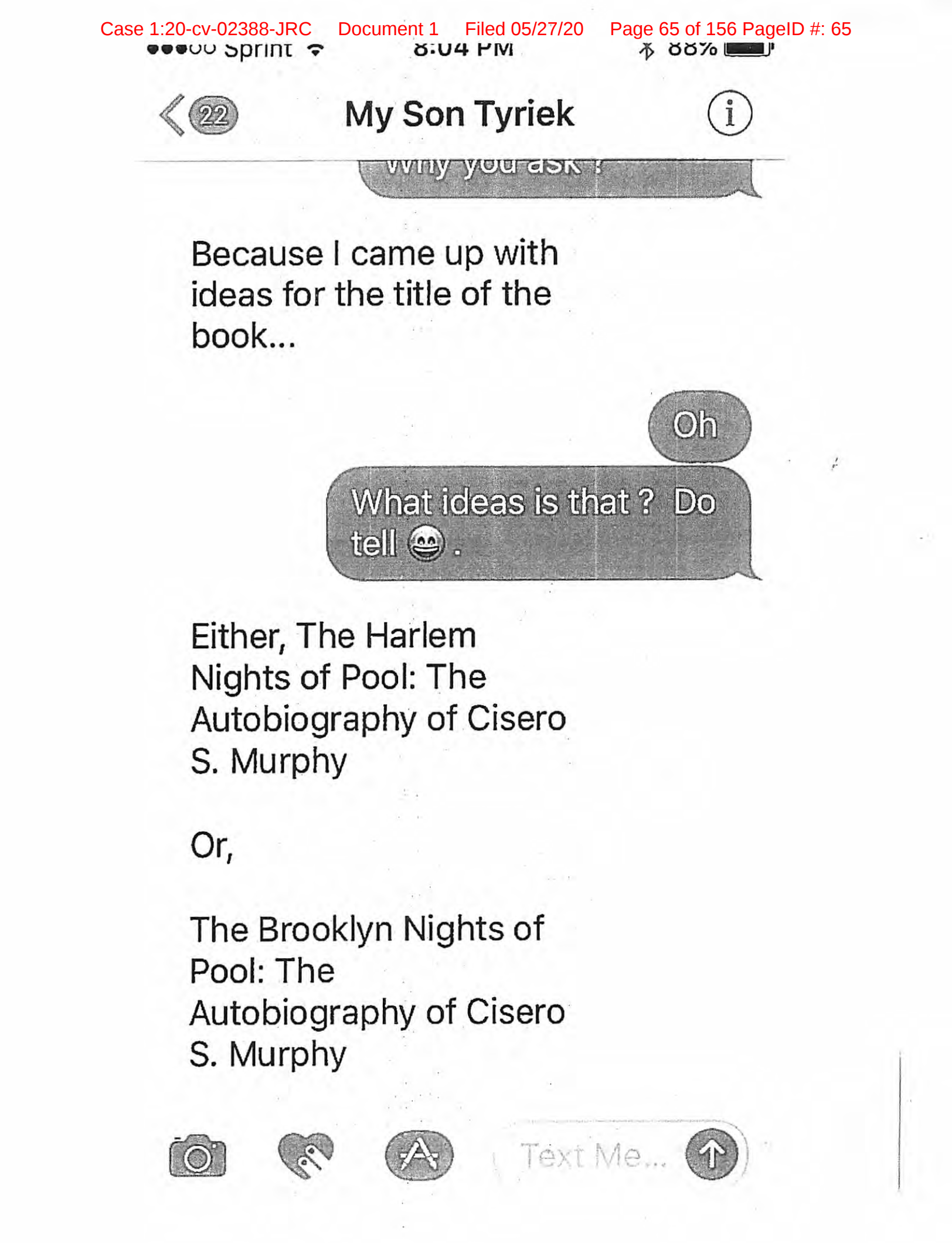
Because I came up with ideas for the title of the book...

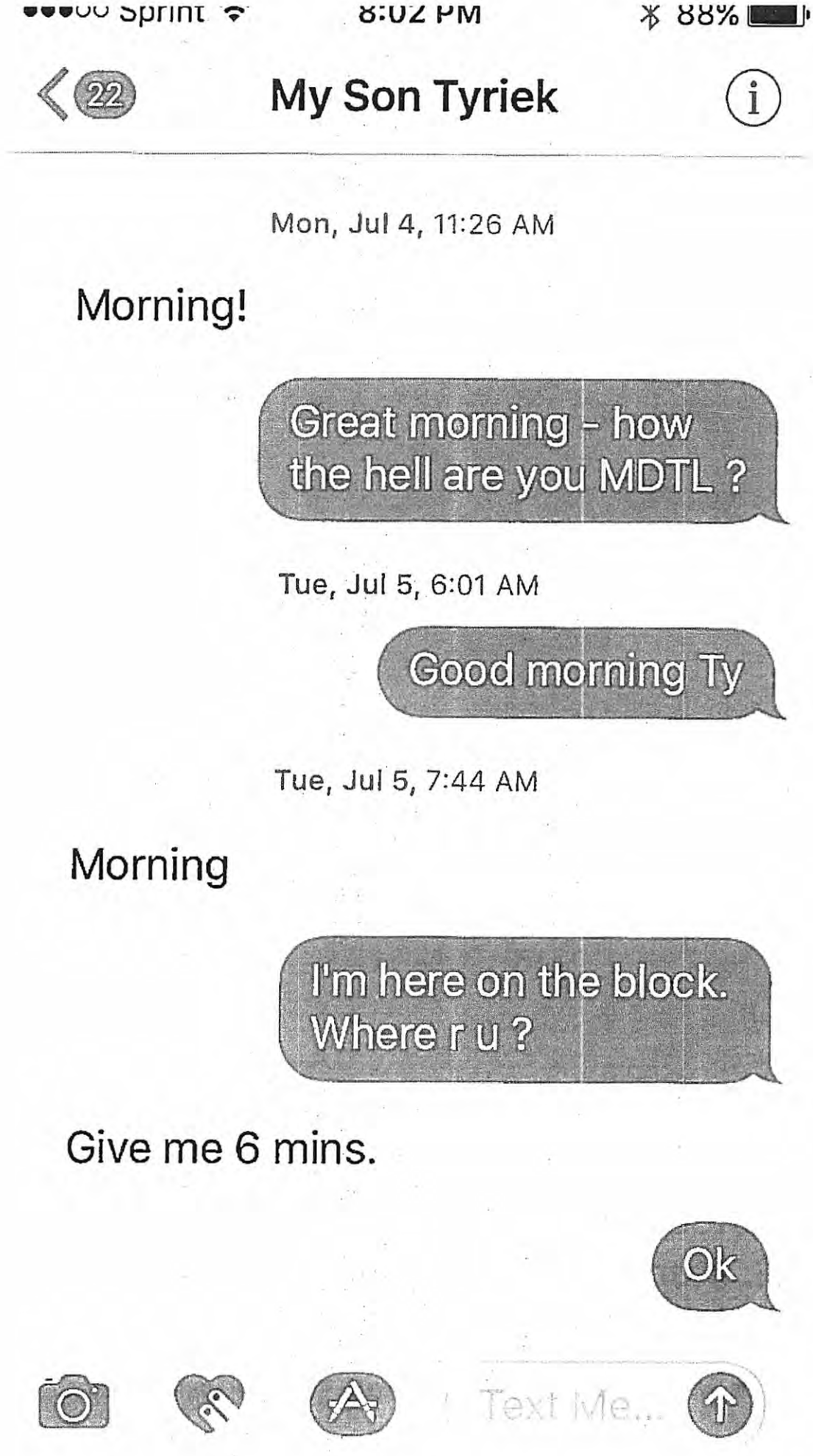
Oh

What ideas is that ? Do tell 😄 .

Either The Harlem

Text Me...

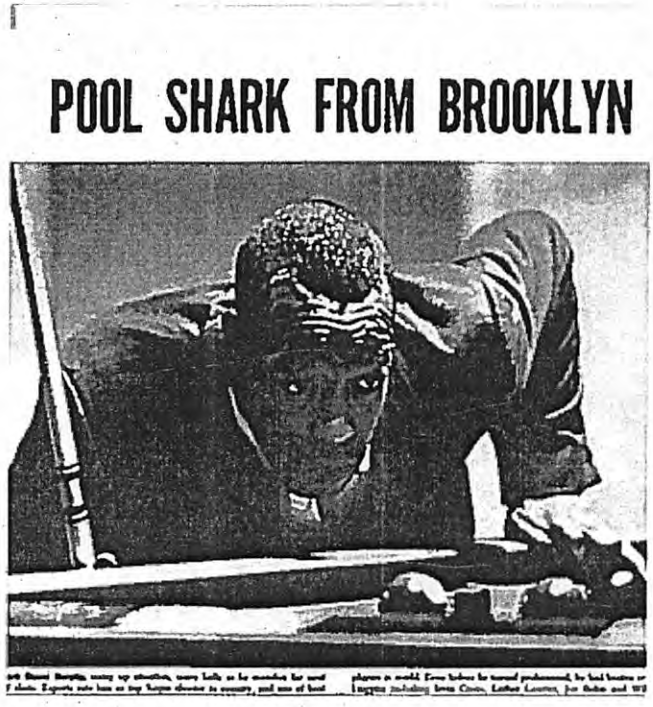

●●●○○ Sprint
8:04 PM
88%
22
My Son Tyriek
Why you ask ?
Because I came up with ideas for the title of the book...
Oh
What ideas is that ? Do tell .
Either, The Harlem Nights of Pool: The Autobiography of Cisero S. Murphy
Or,
The Brooklyn Nights of Pool: The Autobiography of Cisero S. Murphy
Text Me...


Sprint
8:02 PM
88%
22
My Son Tyriek
Mon, Jul 4, 11:26 AM
Morning!
Great morning - how the hell are you MDTL ?
Tue, Jul 5, 6:01 AM
Good morning Ty
Tue, Jul 5, 7:44 AM
Morning
I'm here on the block. Where r u ?
Give me 6 mins.
Ok
Text Me...

●●●○○ Sprint 8:00 PM 89%

22 My Son Tyriek

Tue, Jul 12, 10:10 AM



POOL SHARK FROM BROOKLYN

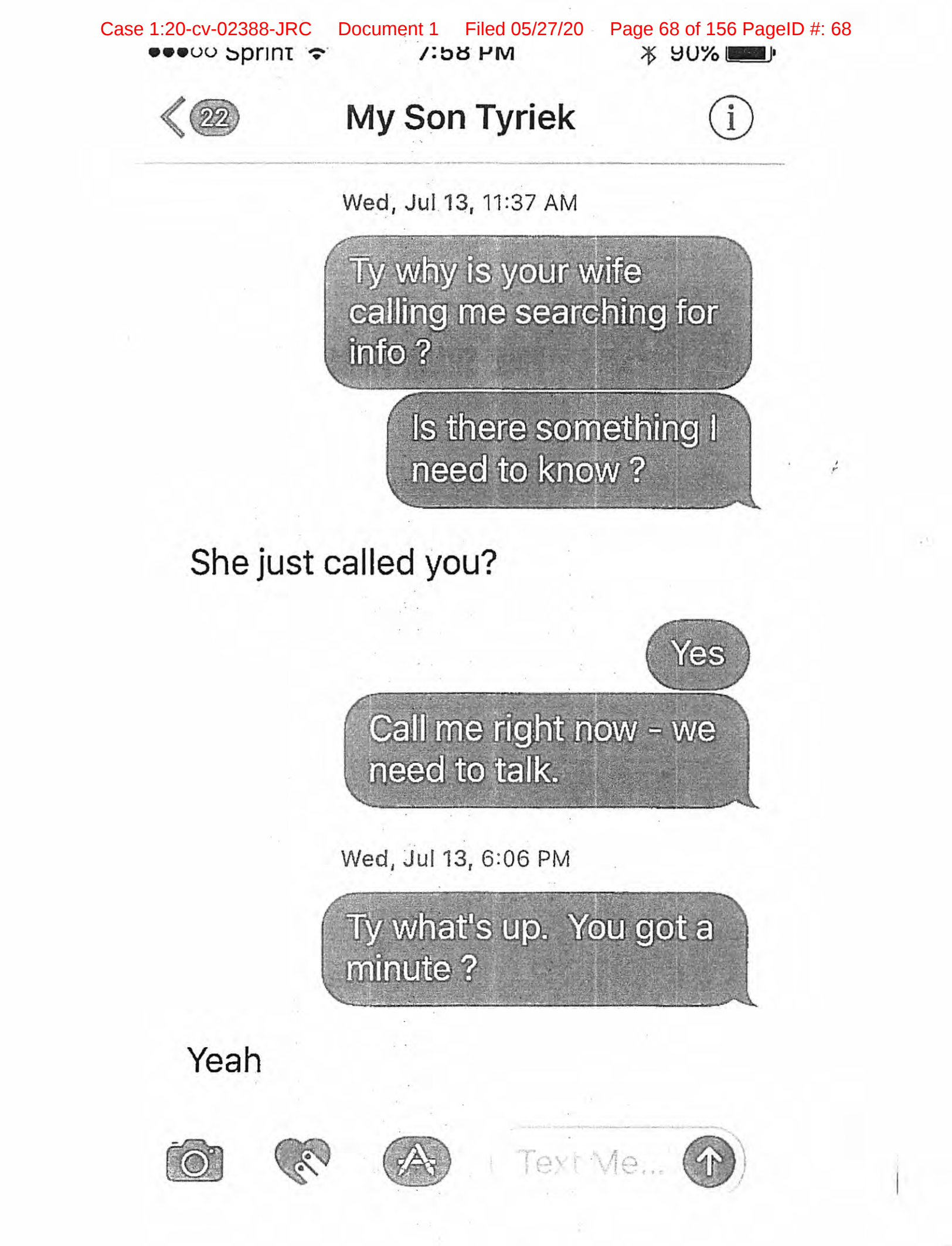
Tue, Jul 12, 9:16 PM

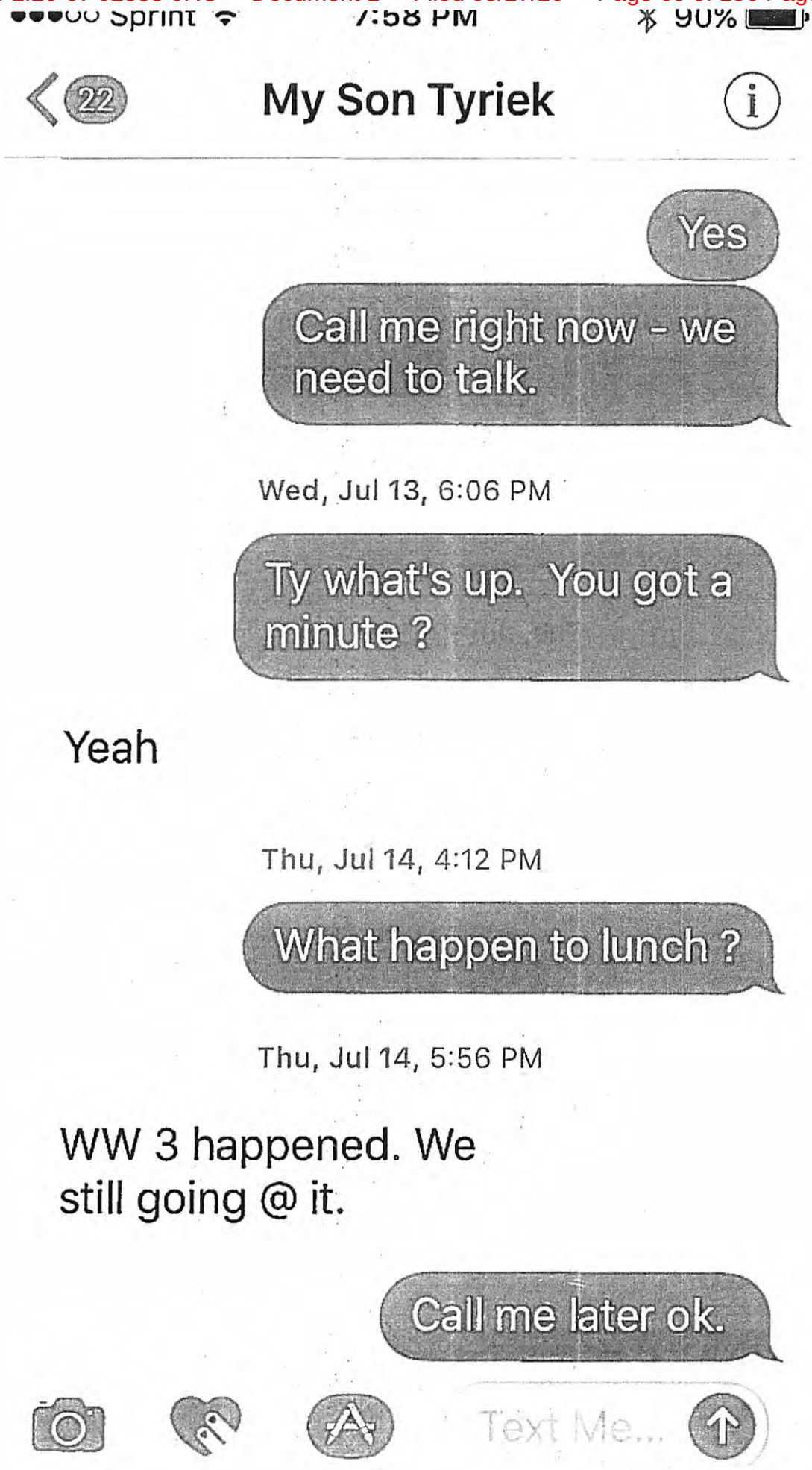
Check the website, I revised it.

Wed, Jul 13, 2:03 AM



Text Me...


●●●oo Sprint
7:58 PM
90%
22
My Son Tyriek
Wed, Jul 13, 11:37 AM
Ty why is your wife calling me searching for info ?
Is there something I need to know ?
She just called you?
Yes
Call me right now - we need to talk.
Wed, Jul 13, 6:06 PM
Ty what's up. You got a minute ?
Yeah
Text Me...


Sprint
7:58 PM
90%
22
My Son Tyriek
Yes
Call me right now - we need to talk.
Wed, Jul 13, 6:06 PM
Ty what's up. You got a minute ?
Yeah
Thu, Jul 14, 4:12 PM
What happen to lunch ?
Thu, Jul 14, 5:56 PM
WW 3 happened. We still going @ it.
Call me later ok.
Text Me...

●●●oo Sprint 7:54 PM 91%

22 My Son Tyriek i

Mon, Jul 18, 12:49 PM

I'm here - come outside !!!

Pickup a ginger ale, the bottle.

Tue, Jul 19, 5:57 AM

Bob White
2522309562

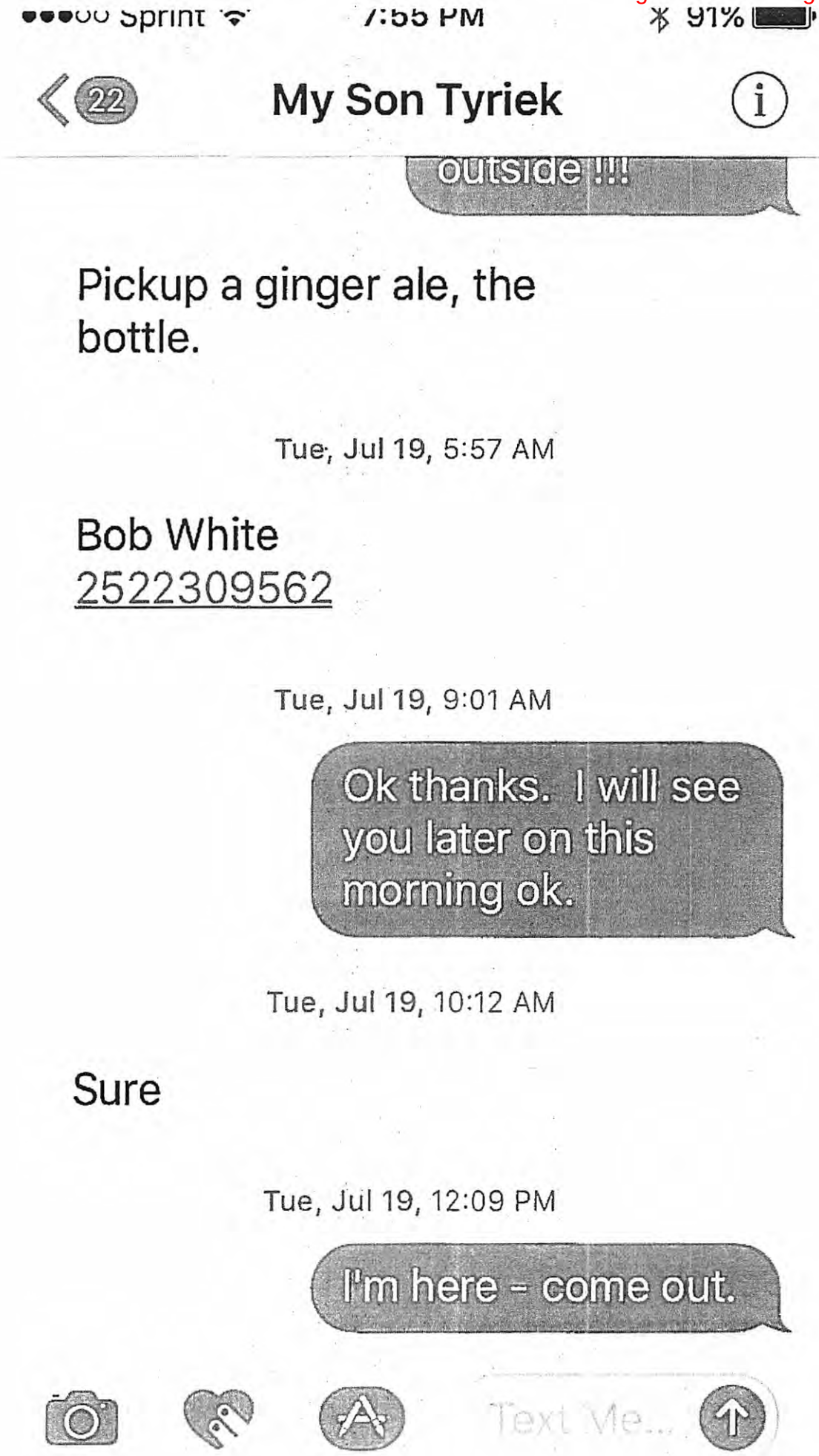
Tue, Jul 19, 9:01 AM

Ok thanks. I will see you later on this morning ok.

Tue, Jul 19, 10:12 AM

Sure

Text Me...


●●●○○ Sprint
7:55 PM
91%
22
My Son Tyriek
outside !!!
Pickup a ginger ale, the bottle.
Tue, Jul 19, 5:57 AM
Bob White
2522309562
Tue, Jul 19, 9:01 AM
Ok thanks. I will see you later on this morning ok.
Tue, Jul 19, 10:12 AM
Sure
Tue, Jul 19, 12:09 PM
I'm here - come out.
Text Me...

●●●○○ Sprint 7:53 PM 92%

22 My Son Tyriek i

Sat, Jul 23, 4:01 PM

I called him & told him I don't have it, and cliff may have changed it on me. I said to gove you a call, so be on the lookout.

Mon, Jul 25, 8:13 AM

You on the block?

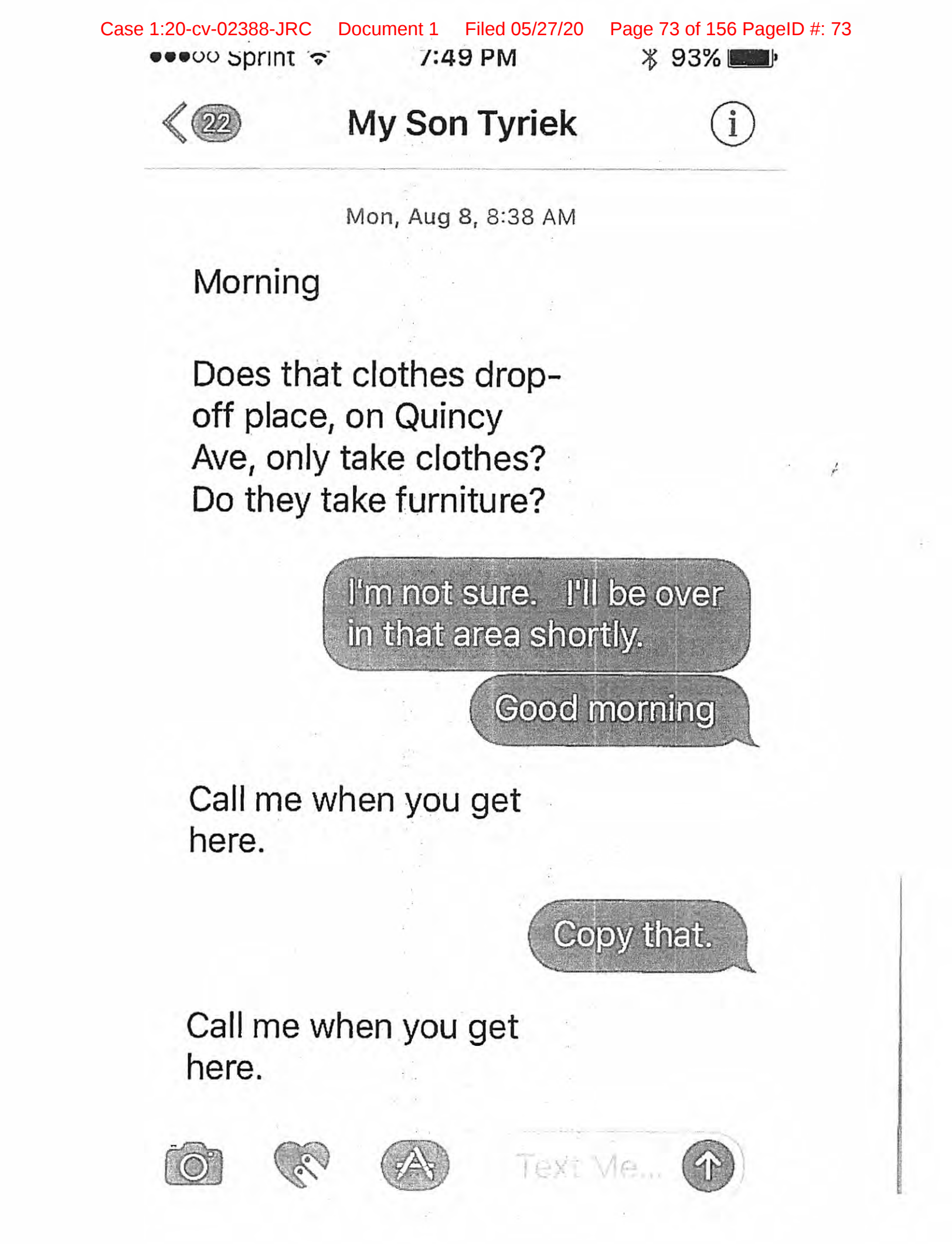
Mon, Jul 25, 4:11 PM

(646) 281-1793 - Red

Audrey From Century Direct - (212) 763-0620

Got it!

Text Me...

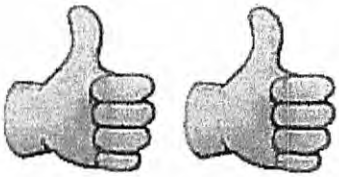

●●●○○ Sprint
7:49 PM
93%
22
My Son Tyriek
Mon, Aug 8, 8:38 AM
Morning
Does that clothes drop-off place, on Quincy Ave, only take clothes? Do they take furniture?
I'm not sure. I'll be over in that area shortly.
Good morning
Call me when you get here.
Copy that.
Call me when you get here.
Text Me...

●●●○○ Sprint 7:49 PM 93%

22 My Son Tyriek

Call me when you get here.

10-4



Mon, Aug 8, 11:49 AM

What's gene & Bridget last names?

Wed, Aug 10, 11:10 PM

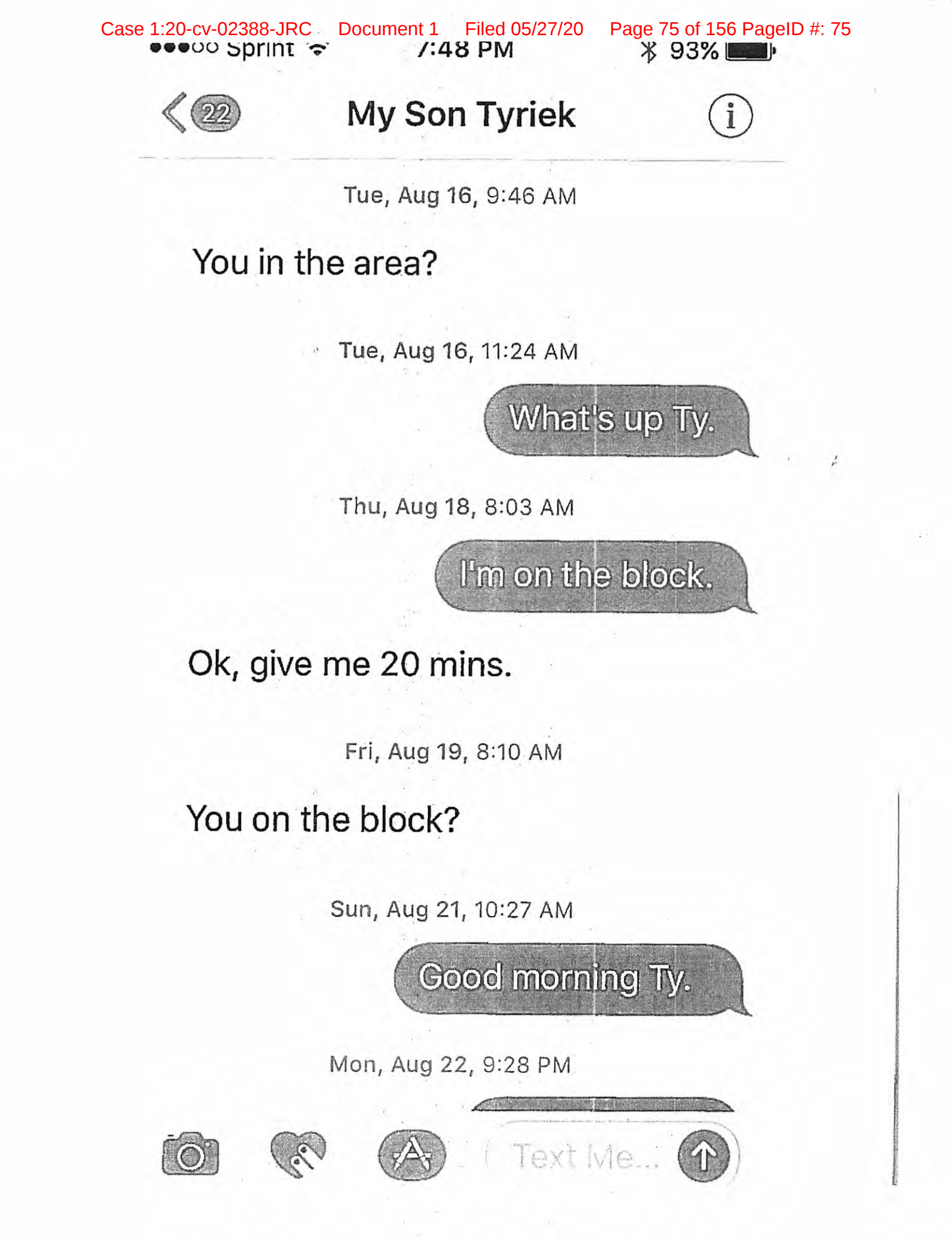
Still working.

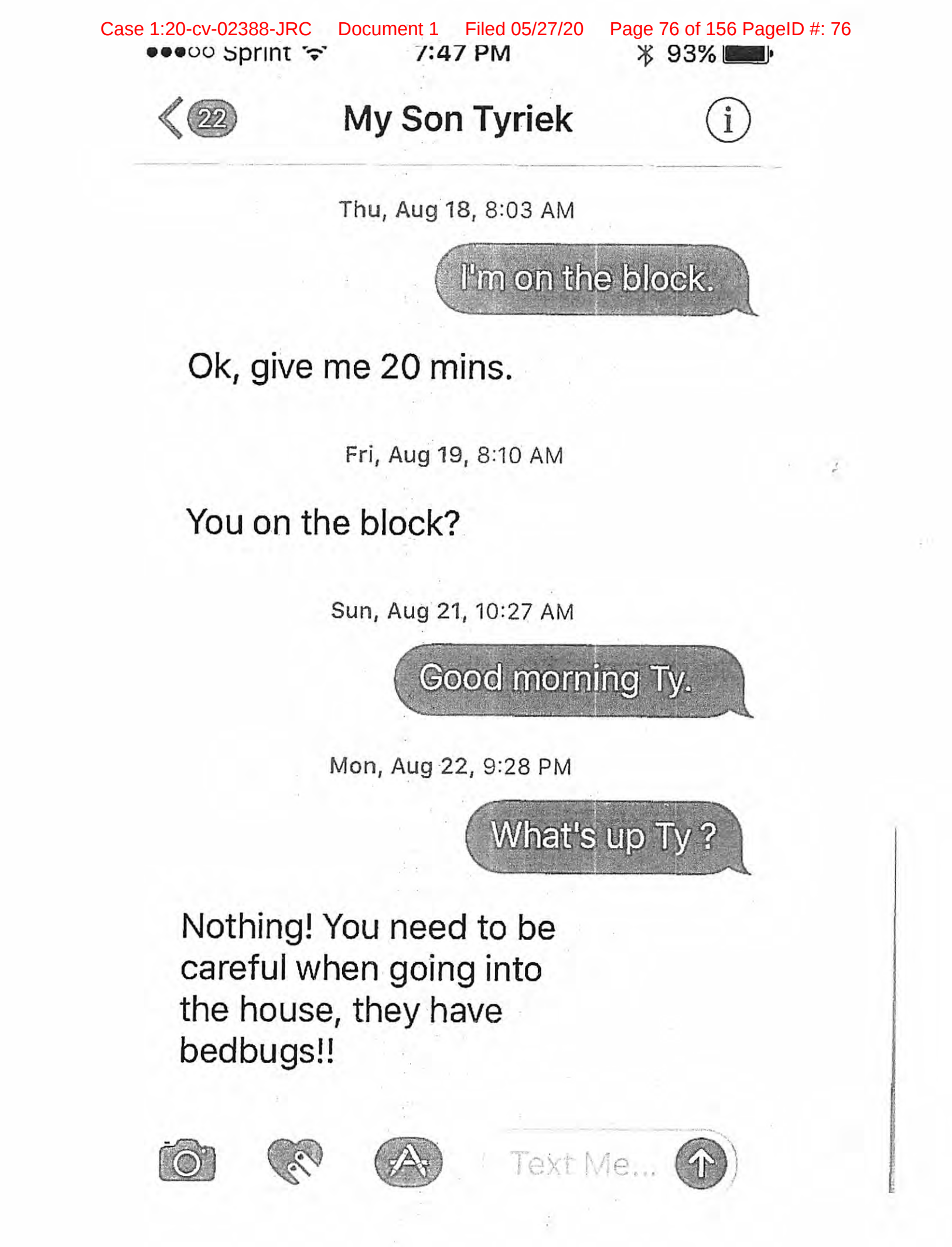
Mon, Aug 15, 10:55 AM

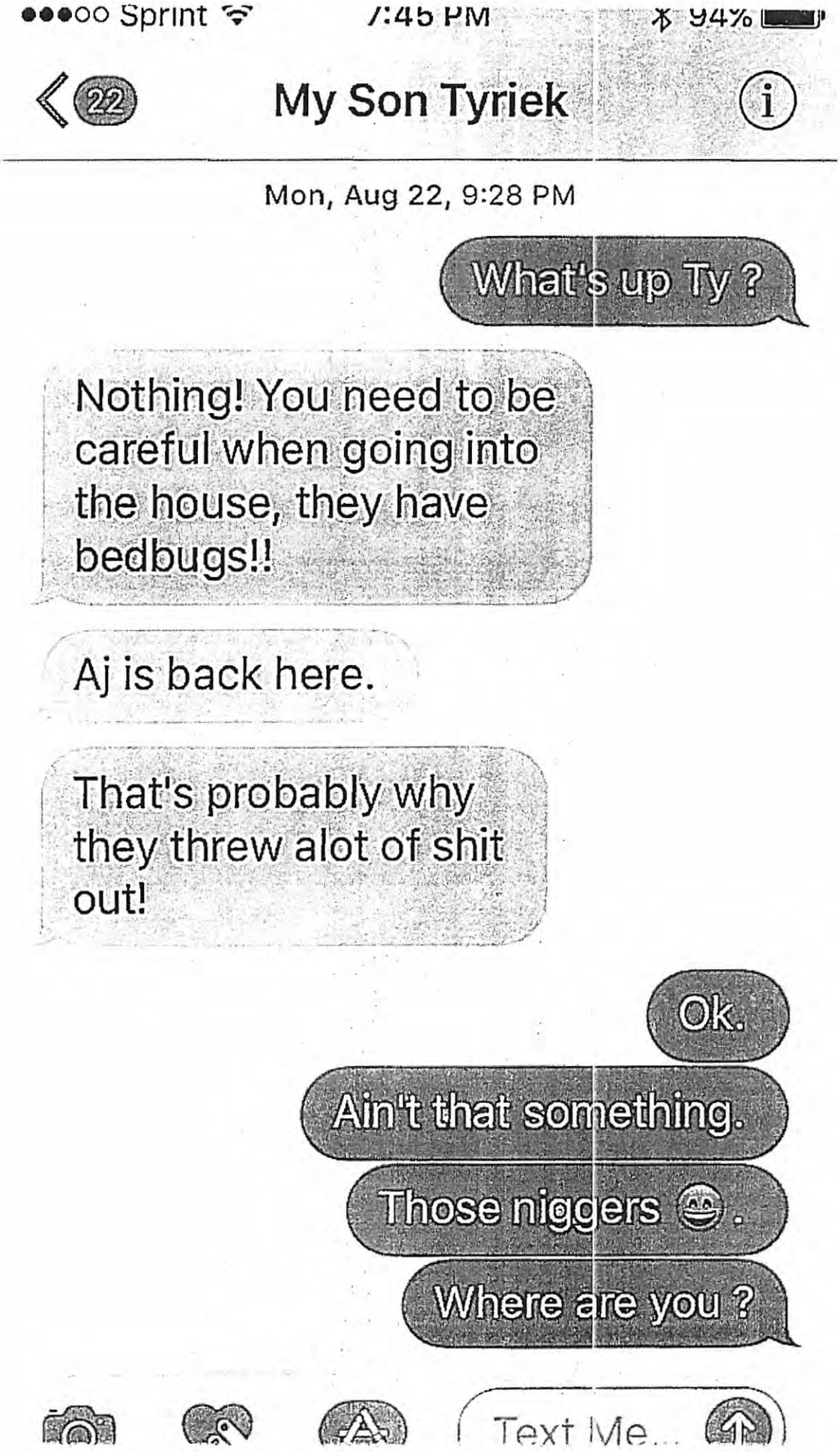
What's up Ty.

Call me

Text Me...


●●●○○ Sprint
7:48 PM
93%
22
My Son Tyriek
Tue, Aug 16, 9:46 AM
You in the area?
Tue, Aug 16, 11:24 AM
What's up Ty.
Thu, Aug 18, 8:03 AM
I'm on the block.
Ok, give me 20 mins.
Fri, Aug 19, 8:10 AM
You on the block?
Sun, Aug 21, 10:27 AM
Good morning Ty.
Mon, Aug 22, 9:28 PM
Text Me...


●●●oo Sprint
7:47 PM
93%
22
My Son Tyriek
Thu, Aug 18, 8:03 AM
I'm on the block.
Ok, give me 20 mins.
Fri, Aug 19, 8:10 AM
You on the block?
Sun, Aug 21, 10:27 AM
Good morning Ty.
Mon, Aug 22, 9:28 PM
What's up Ty ?
Nothing! You need to be careful when going into the house, they have bedbugs!!
Text Me...


●●●oo Sprint
7:45 PM
94%
22
My Son Tyriek
Mon, Aug 22, 9:28 PM
What's up Ty ?
Nothing! You need to be careful when going into the house, they have bedbugs!!
Aj is back here.
That's probably why they threw alot of shit out!
Ok.
Ain't that something.
Those niggers .
Where are you ?
Text Me...

●●●○○ Sprint 7:47 PM 94%

22 My Son Tyriek

I took all of my stuff out of there. I don't have any clothes in there. And I only go in there to feed Kobe.

And I don't sit down either.

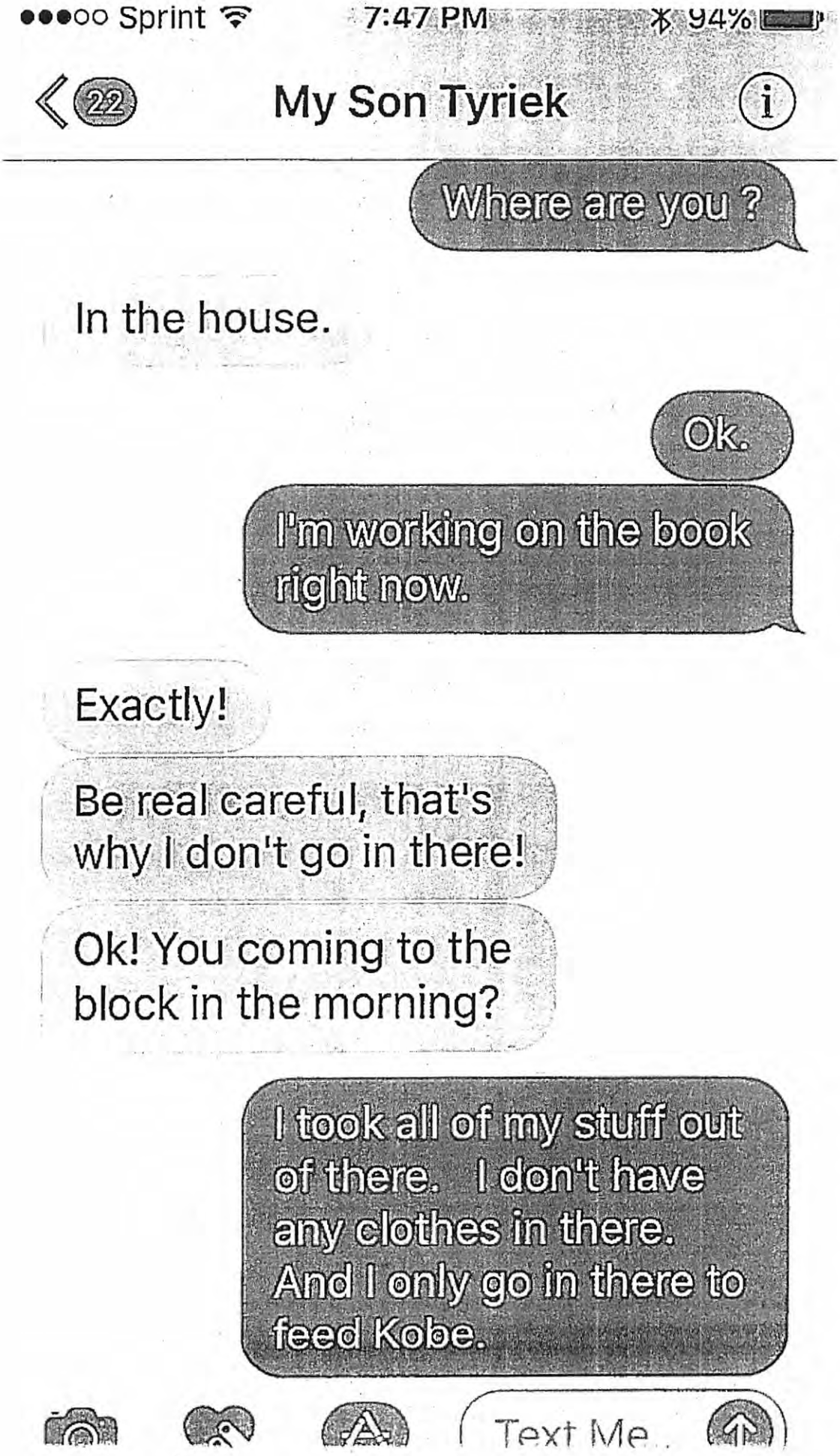
Good

No nigger - VERY GOOD !!!!!

Well make it great by being finished!!

Now now now lol

Text Me...


●●●oo Sprint
7:47 PM
94%
22
My Son Tyriek
Where are you ?
In the house.
Ok.
I'm working on the book right now.
Exactly!
Be real careful, that's why I don't go in there!
Ok! You coming to the block in the morning?
I took all of my stuff out of there. I don't have any clothes in there. And I only go in there to feed Kobe.
Text Me

●●●○○ Sprint 7:42 PM 96%

22 My Son Tyriek i



Tue, Aug 23, 7:40 AM

Good morning

Morning!

Morning!

At the dentist office right now. I'll see you right afterwards.

Ok

Wed, Aug 24, 10:25 AM

I'm here on the block

Ok

Text Me...

●●●oo Sprint 7:41 PM 96%

22 My Son Tyriek

Wed, Aug 24, 10:25 AM

I'm here on the block

Ok

Thu, Aug 25, 1:40 PM

Check your DM on IG, I sent it there.

Fri, Aug 26, 1:25 PM

(1/2) Audrey is a no go. I sent her the stuff & her company want $275 for 500. Like I said, I got the same place I for the business cards charging $84 for 500

(2/2) & $250 for 2500.

Text Me...

●●●○○ Sprint 7:41 PM 96%

22 My Son Tyriek i

Fri, Aug 26, 6:01 PM

Ok. Which one are we getting, the 500 for $84 or the 2500 for the $250 ?
I agree Audrey is a no go !!!

Sat, Aug 27, 3:48 AM

Ok, how fast do you want them to come??
By September 2 or September 8?

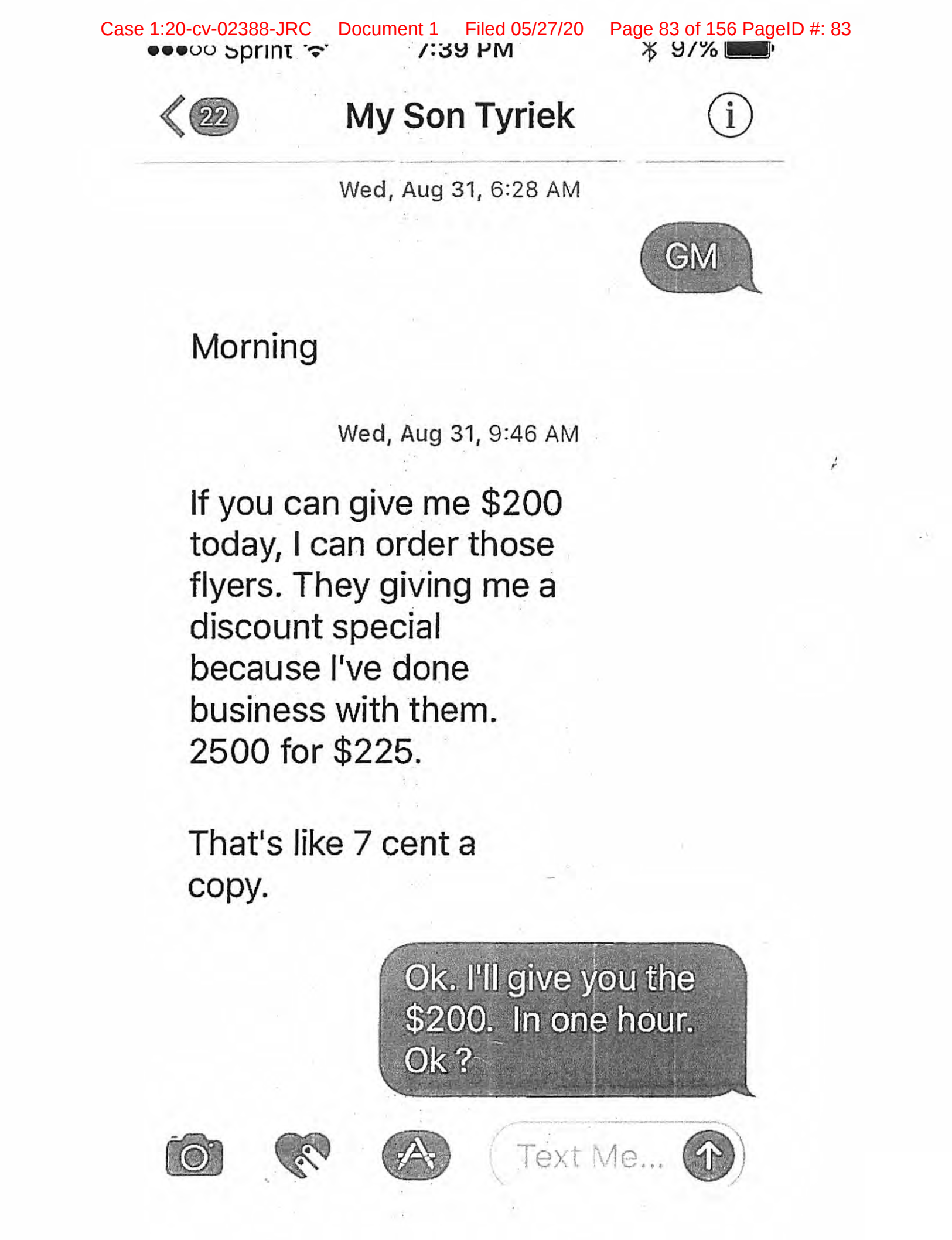
Sat, Aug 27, 6:49 AM

Which 1?

Sat, Aug 27, 8:47 AM

Spetember 2nd !!! The sooner the better !!!

Text Me...


●●●oo Sprint
7:39 PM
97%
22
My Son Tyriek
Wed, Aug 31, 6:28 AM
GM
Morning
Wed, Aug 31, 9:46 AM
If you can give me $200 today, I can order those flyers. They giving me a discount special because I've done business with them. 2500 for $225.
That's like 7 cent a copy.
Ok. I'll give you the $200. In one hour. Ok ?
Text Me...

●●●○○ Sprint 7:37 PM 98%

22 My Son Tyriek i

Wed, Sep 14, 9:47 AM

(1/2) Morning!

Just got off the phone with the business publishing company. The publication has to be completely done within the 120 days not filed within 120

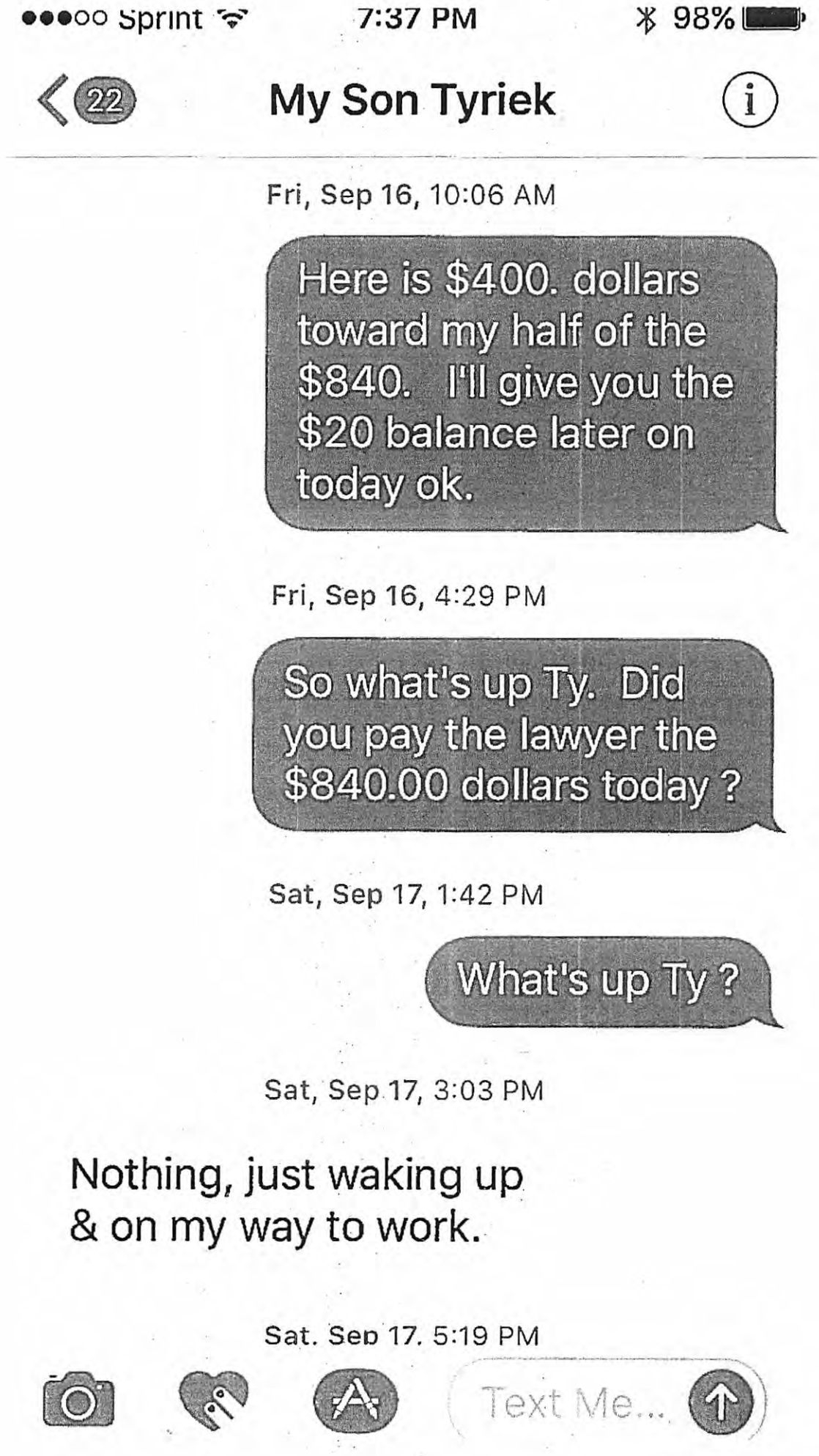
(2/2) days like I was originally told.

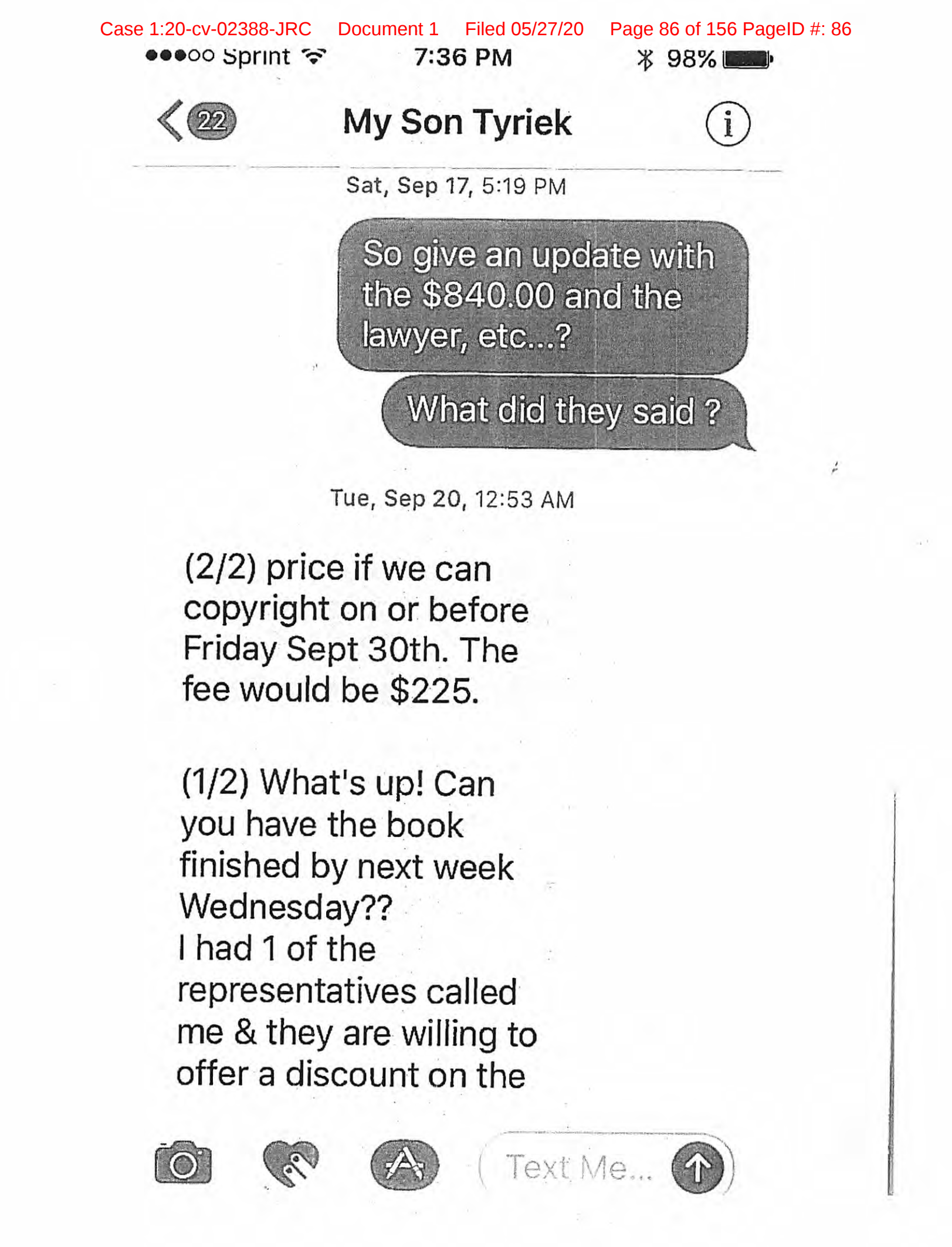
The total cost including all fees is $840. It has to be paid in full before they publish anything.

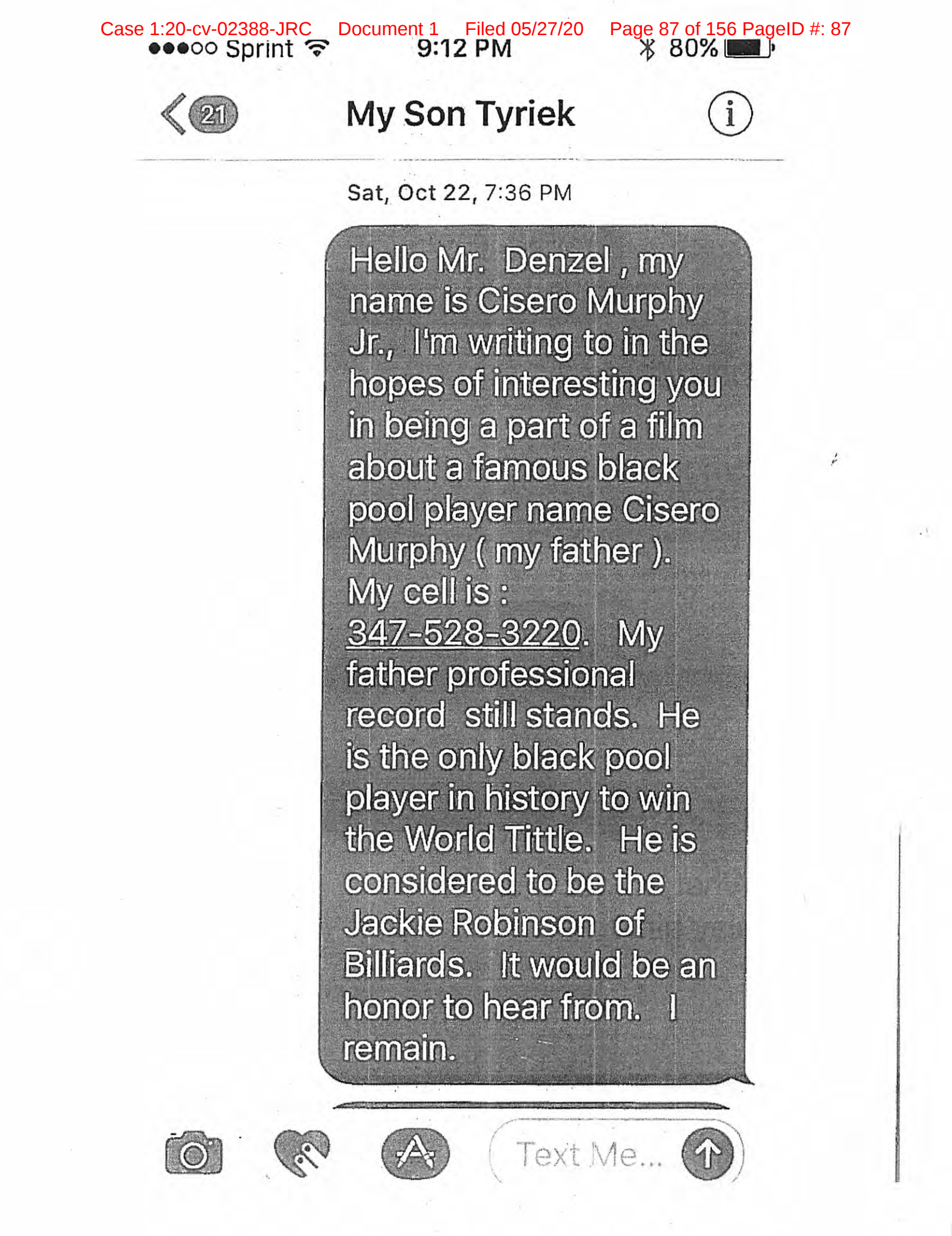
Wed, Sep 14, 8:44 PM

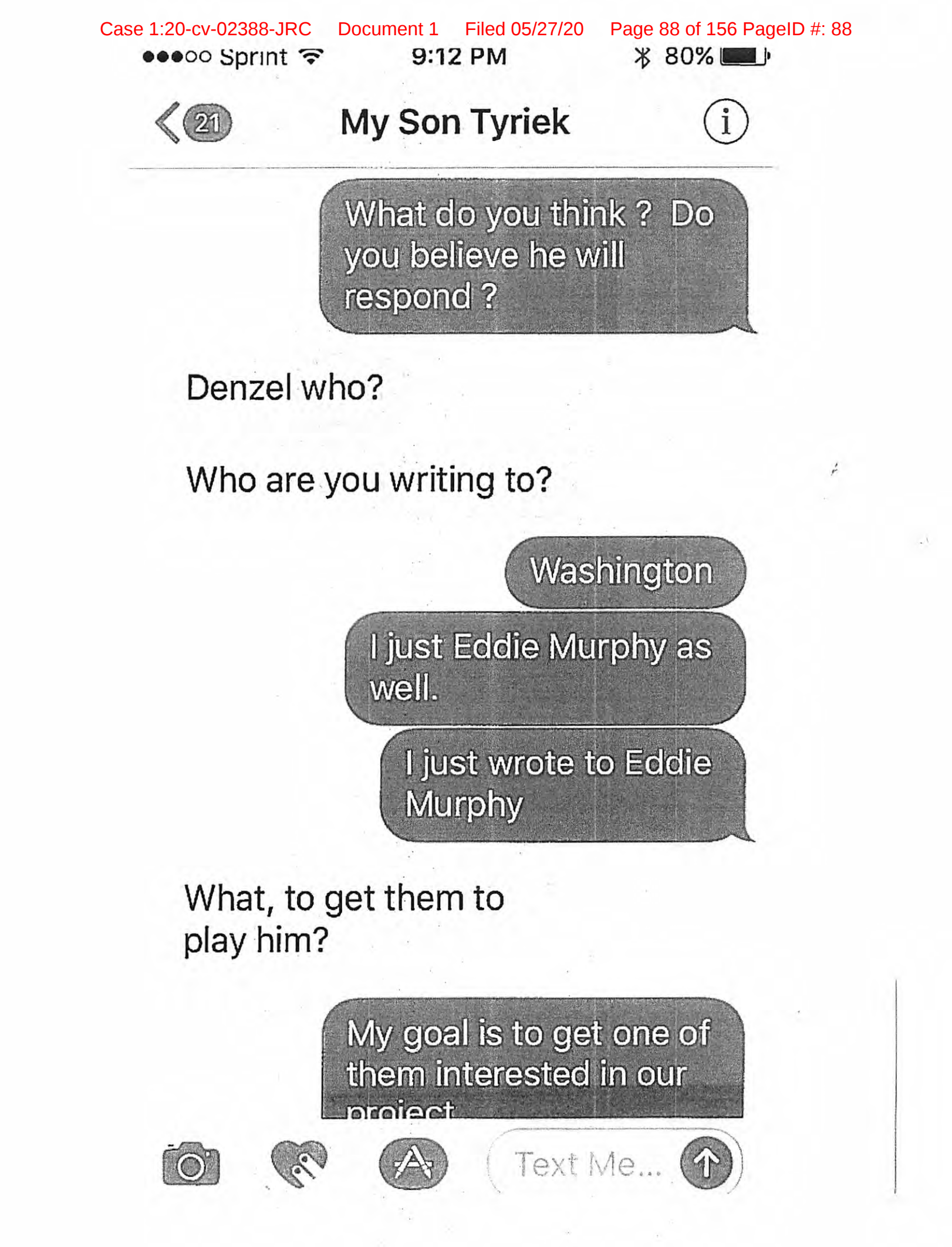
81-3045698 is the EIN.

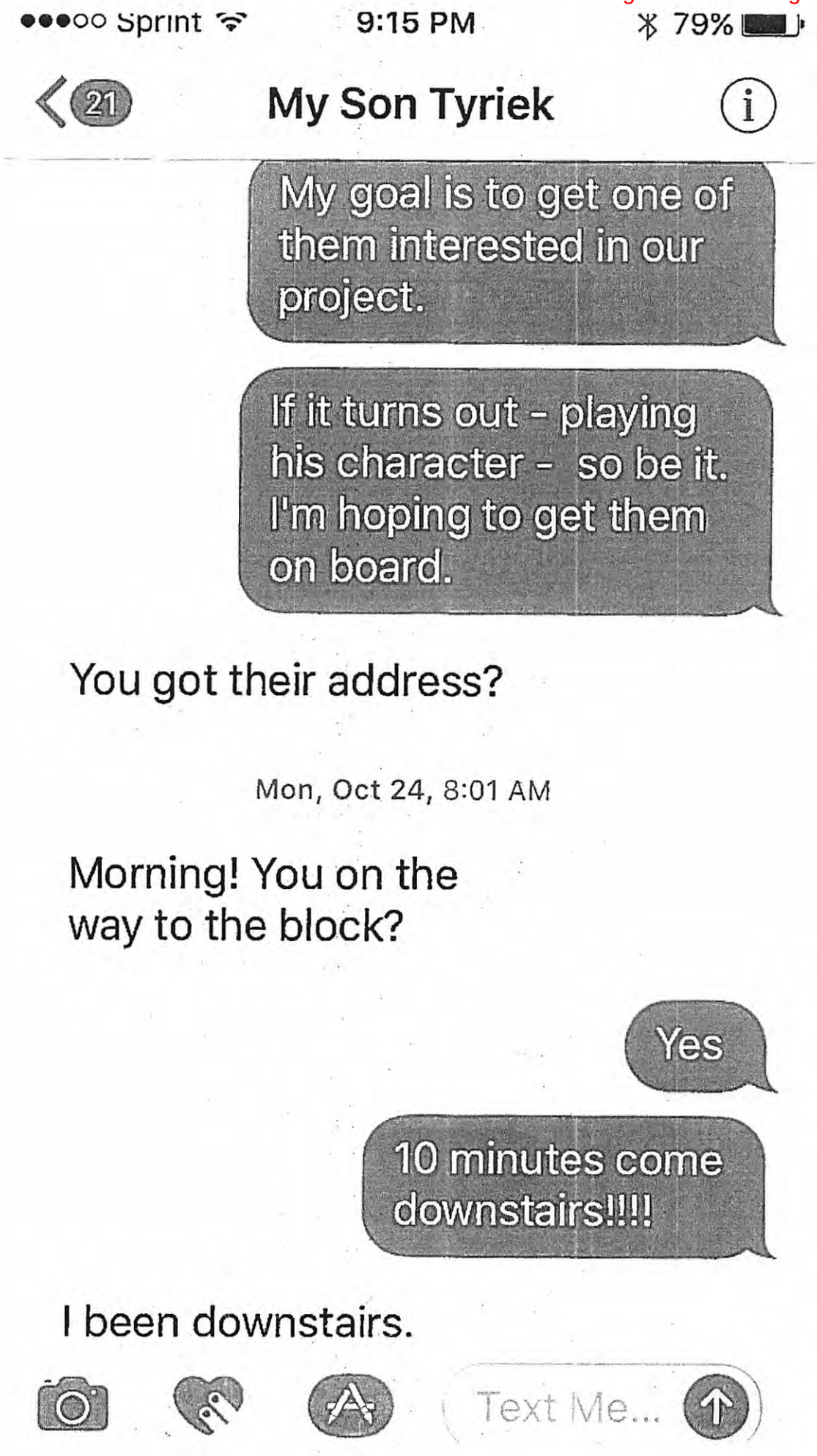
Text Me...


●●●○○ Sprint
7:37 PM
98%
22
My Son Tyriek
Fri, Sep 16, 10:06 AM
Here is $400. dollars toward my half of the $840. I'll give you the $20 balance later on today ok.
Fri, Sep 16, 4:29 PM
So what's up Ty. Did you pay the lawyer the $840.00 dollars today ?
Sat, Sep 17, 1:42 PM
What's up Ty ?
Sat, Sep 17, 3:03 PM
Nothing, just waking up & on my way to work.
Sat, Sep 17, 5:19 PM
Text Me...


●●●oo Sprint
7:36 PM
98%
22
My Son Tyriek
Sat, Sep 17, 5:19 PM
So give an update with the $840.00 and the lawyer, etc...?
What did they said ?
Tue, Sep 20, 12:53 AM
(2/2) price if we can copyright on or before Friday Sept 30th. The fee would be $225.
(1/2) What's up! Can you have the book finished by next week Wednesday??
I had 1 of the representatives called me & they are willing to offer a discount on the
Text Me...


●●●○○ Sprint
9:12 PM
80%
21
My Son Tyriek
Sat, Oct 22, 7:36 PM
Hello Mr. Denzel , my name is Cisero Murphy Jr., I'm writing to in the hopes of interesting you in being a part of a film about a famous black pool player name Cisero Murphy (my father). My cell is : 347-528-3220. My father professional record still stands. He is the only black pool player in history to win the World Tittle. He is considered to be the Jackie Robinson of Billiards. It would be an honor to hear from. I remain.
Text Me...


●●●○○ Sprint
9:12 PM
80%
21
My Son Tyriek
What do you think ? Do you believe he will respond ?
Denzel who?
Who are you writing to?
Washington
I just Eddie Murphy as well.
I just wrote to Eddie Murphy
What, to get them to play him?
My goal is to get one of them interested in our project
Text Me...


●●●○○ Sprint
9:15 PM
79%
21
My Son Tyriek
My goal is to get one of them interested in our project.
If it turns out - playing his character - so be it. I'm hoping to get them on board.
You got their address?
Mon, Oct 24, 8:01 AM
Morning! You on the way to the block?
Yes
10 minutes come downstairs!!!!
I been downstairs.
Text Me...

●●●○○ Sprint 9:16 PM 79%

21 My Son Tyriek

Tue, Oct 25, 4:42 PM

Ty can you please print out those picture that I sent you. You was suppose to have them printed by now. What happen ?

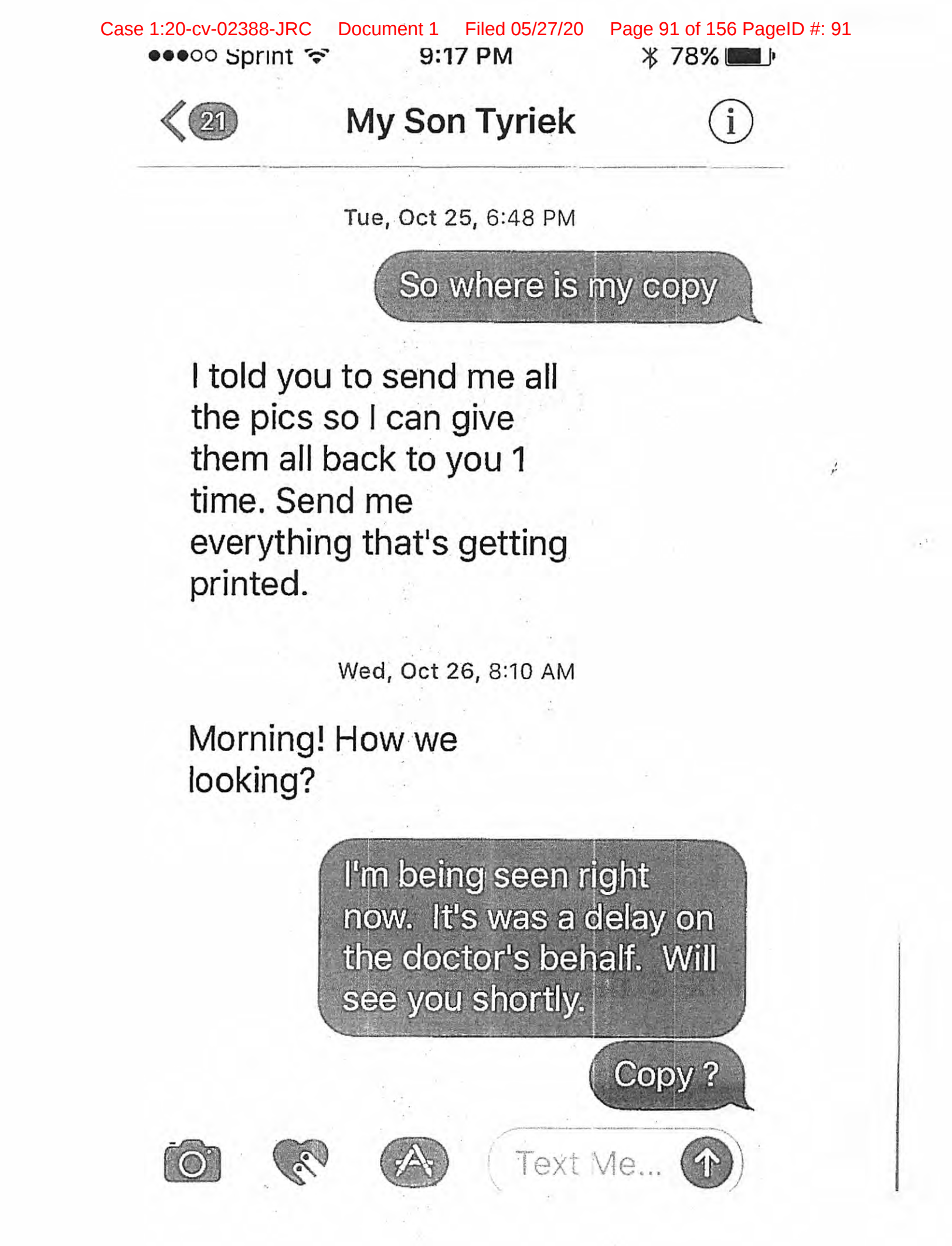
Nothing happened, they printed already. I'm waiting for you to send me everything getting printed so I can do it in shot & put everything together.

Tue, Oct 25, 6:48 PM

So where is my copy

I told you to send me all the pics so I can give

Text Me...


●●●oo Sprint
9:17 PM
78%
21
My Son Tyriek
Tue, Oct 25, 6:48 PM
So where is my copy
I told you to send me all the pics so I can give them all back to you 1 time. Send me everything that's getting printed.
Wed, Oct 26, 8:10 AM
Morning! How we looking?
I'm being seen right now. It's was a delay on the doctor's behalf. Will see you shortly.
Copy ?
Text Me...

●●●oo Sprint 9:19 PM 78%

21 My Son Tyriek i

Sat, Oct 29, 8:37 PM

Really !!! Jay Z got you under pressure 😂 ???

What??..... Never! I want the company to have to logis as opposed to just 1.

Ok send me an image of it - so I can see what it will look like okay.

Ok cool. Not bad. Great idea.

I'm still on set.

I'll be @ the in the morning, around 9am.

Text Me...

●●●○○ Sprint 9:19 PM 77%

21 My Son Tyriek

I'll be @ the in the morning, around 9am.



Your boy Big Lee called me !!! He's talking loud - but saying nothing.

Naturally...

Sun, Oct 30, 9:02 AM

What's up!

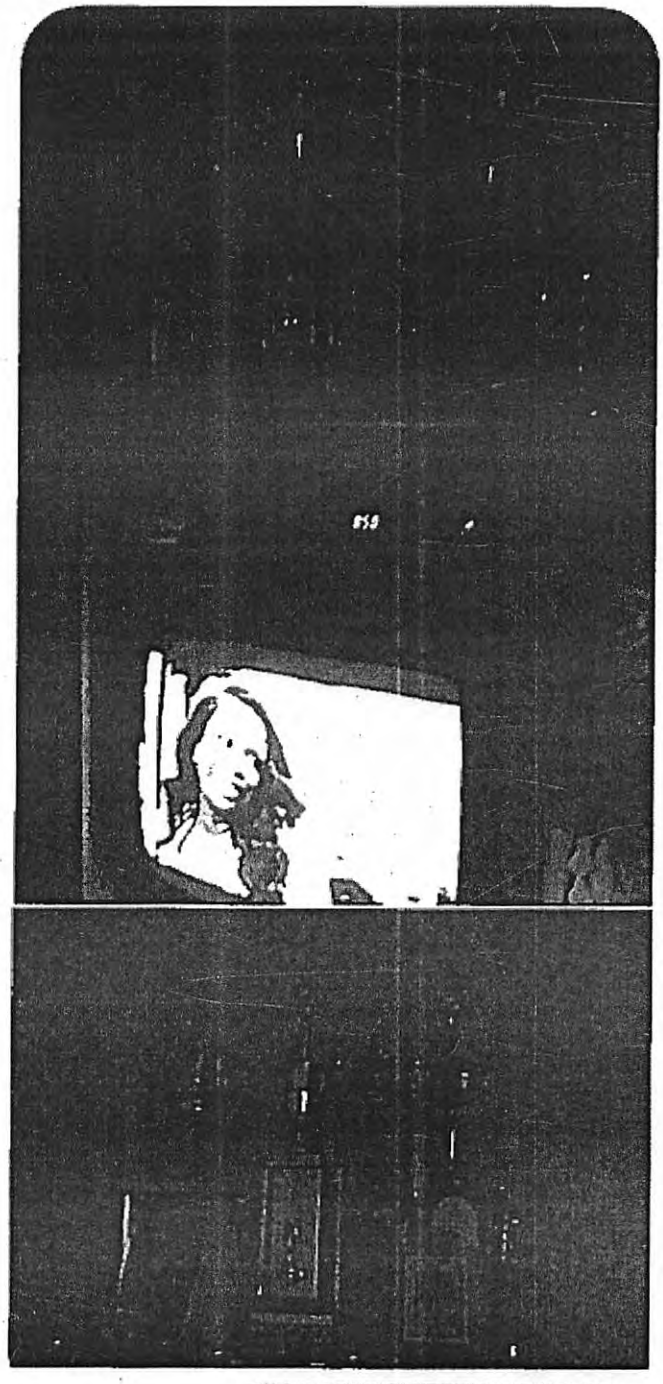
Text Me...

●●○○○ Sprint 9:20 PM 77%

21 My Son Tyriek

Thu, Nov 3, 6:26 PM

Send me the pictures.



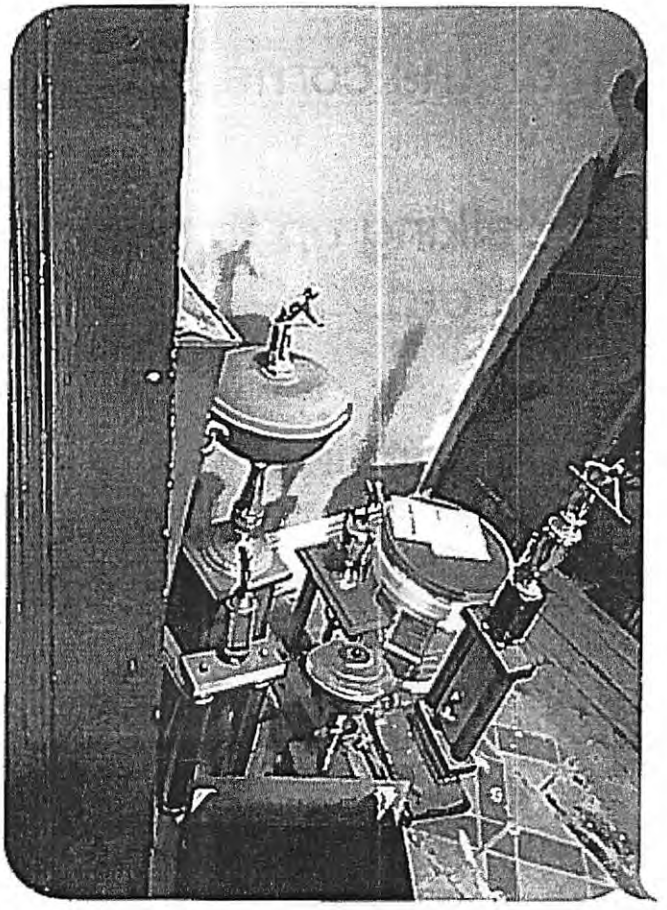
Text Me...

●●●●○ Sprint 9:20 PM 77%

21 My Son Tyriek

Fri, Nov 4, 7:00 PM

Text Me...





●●●●○ Sprint 9:21 PM 77%

21 My Son Tyriek

Sat, Nov 5, 5:15 PM

I'm on the corner.

I'm walking up to pacific & Bedford.

I'm on pacific & Bedford.

Mon, Nov 7, 7:56 AM

Good morning

Mon, Nov 7, 9:03 AM

What's the password to the document?

Tue, Nov 8, 8:09 AM

Good morning Ty

Text Me...

[redacted]

●●○○○ Sprint 9:22 PM 76%

21 My Son Tyriek

Mon, Nov 21, 12:04 PM

What's up!

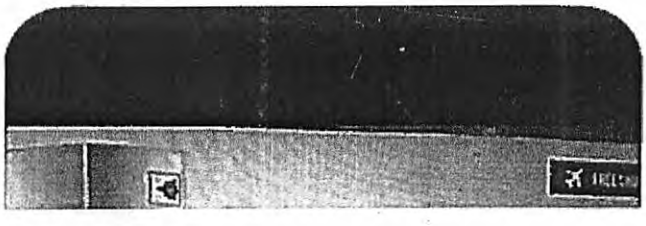
Tue, Nov 22, 9:01 AM

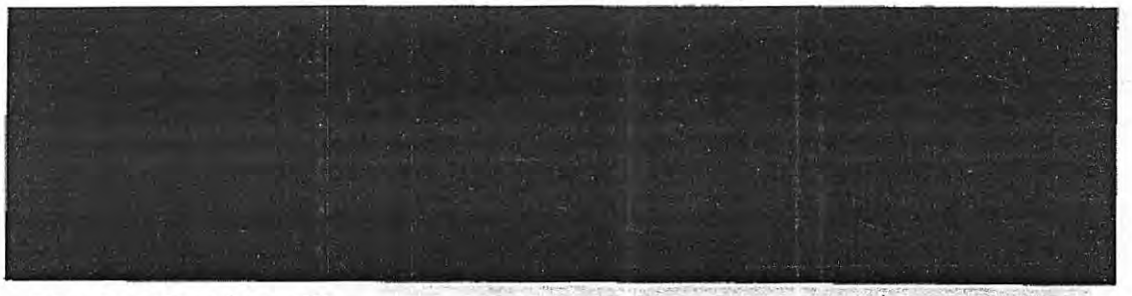
Morning! When you come to the block, bring the pages you finished so I can edit.

Fri, Nov 25, 9:21 AM

Morning, happy birthday!

Sat, Nov 26, 6:03 PM





●●●oo Sprint 9:24 PM 75%

21 My Son Tyriek

Sat, Dec 10, 5:49 PM

What's up! Yeah, I'm good now. I loss my phone on the bus & had to go get it from the depot.

Sun, Dec 11, 11:04 AM

What's up, Renee said you called?? You finished any writing?

Thu, Dec 15, 8:34 AM

Morning! You can disregard helping me get the kids today they're home sick.

●●●○○ Sprint 9:27 PM 74%

21 My Son Tyriek i

Mon, Dec 19, 7:50 AM

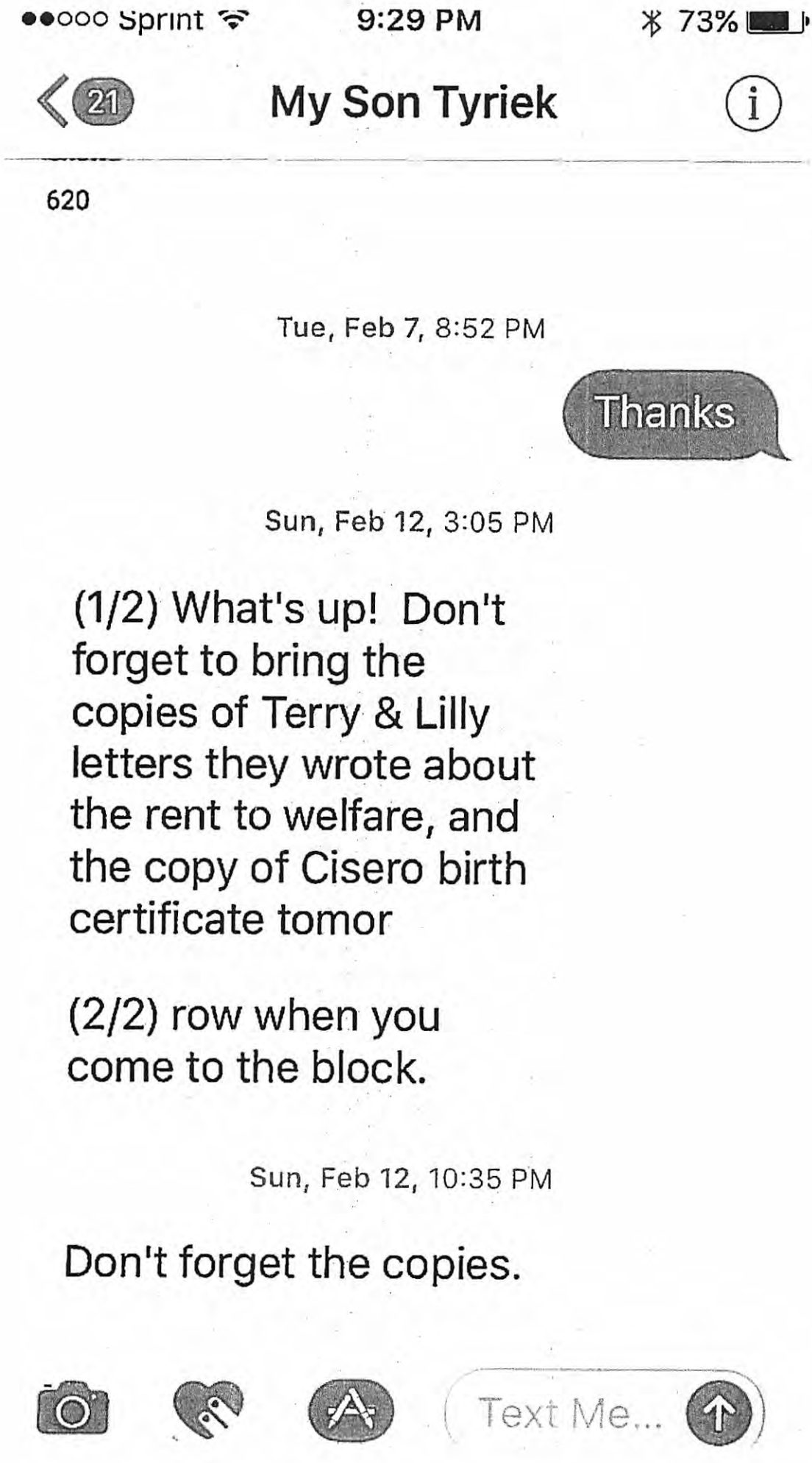
Good morning. Now that the children are out of school - what are your plans for today ???

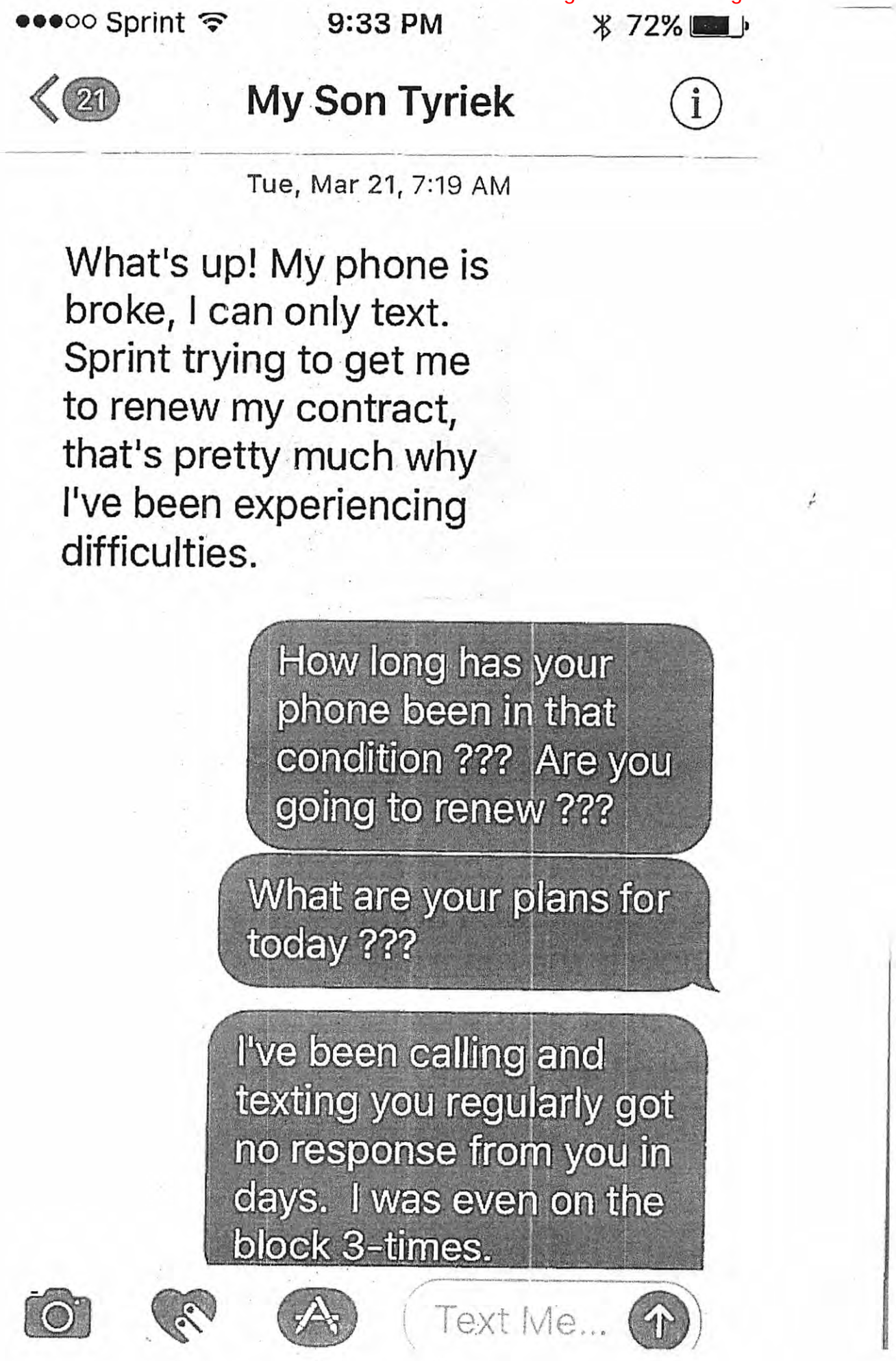
(1/2) Morning, I'm doing all cpu work & designing that needs to be done.

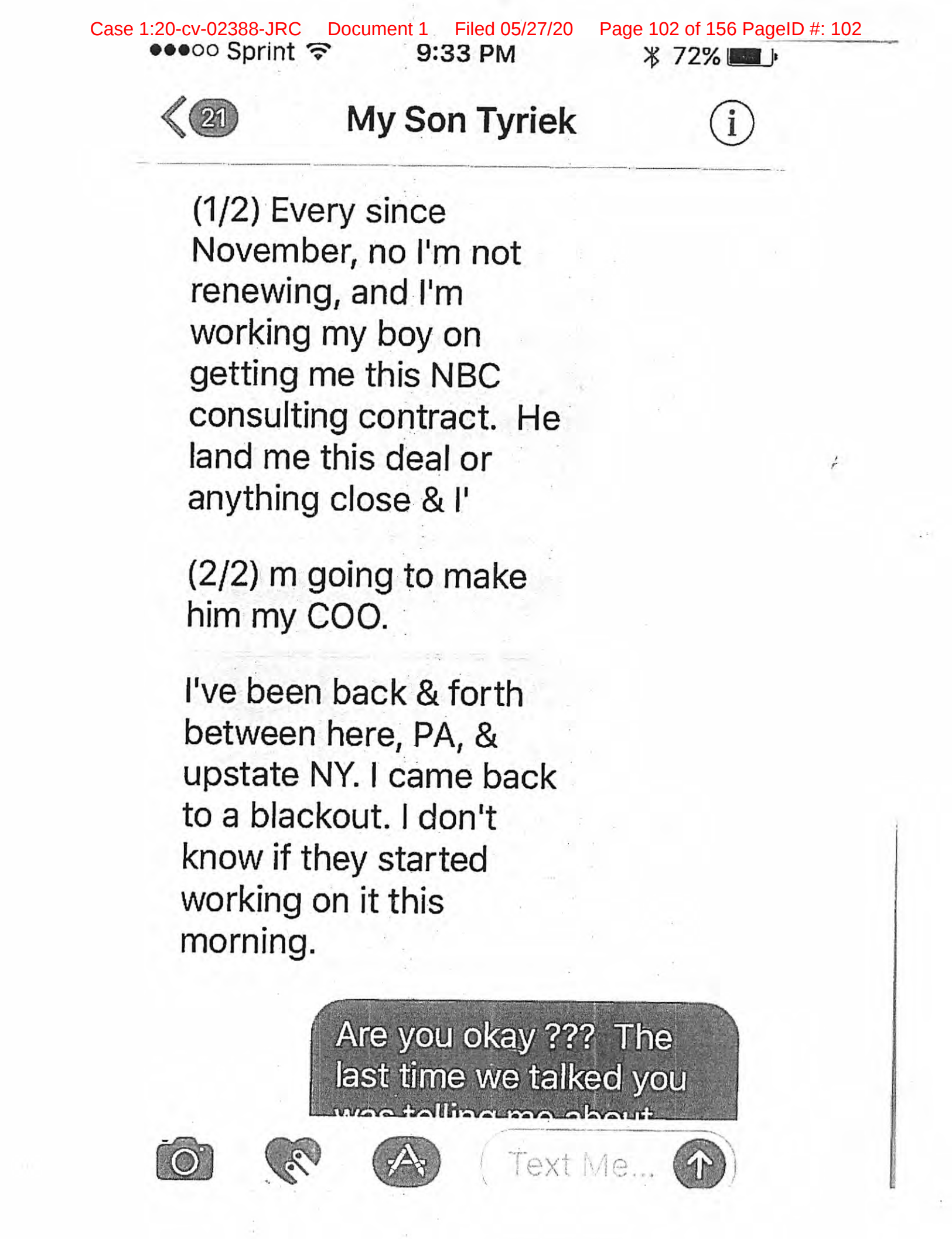
I want to finish the book by Thursday, so I can start the next book project. This book

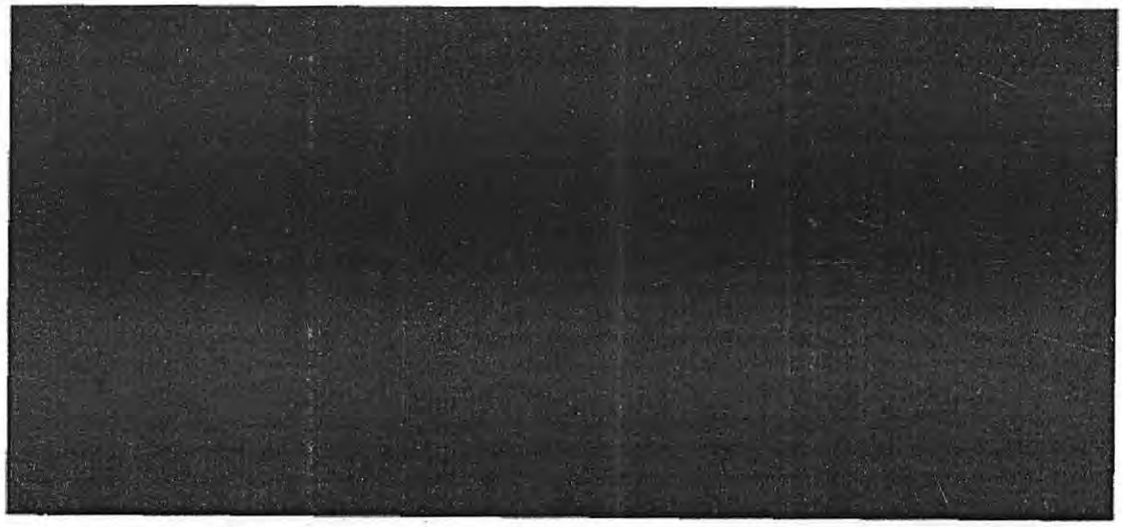
(2/2) presentation should have been sent out & in publishing companies hand from last week.

Text Me...


●●○○○ Sprint
9:29 PM
73%
21
My Son Tyriek
620
Tue, Feb 7, 8:52 PM
Thanks
Sun, Feb 12, 3:05 PM
(1/2) What's up! Don't forget to bring the copies of Terry & Lilly letters they wrote about the rent to welfare, and the copy of Cisero birth certificate tomor
(2/2) row when you come to the block.
Sun, Feb 12, 10:35 PM
Don't forget the copies.
Text Me...


●●●○○ Sprint
9:33 PM
72%
21
My Son Tyriek
Tue, Mar 21, 7:19 AM
What's up! My phone is broke, I can only text. Sprint trying to get me to renew my contract, that's pretty much why I've been experiencing difficulties.
How long has your phone been in that condition ??? Are you going to renew ???
What are your plans for today ???
I've been calling and texting you regularly got no response from you in days. I was even on the block 3-times.
Text Me...


●●●oo Sprint
9:33 PM
72%
21
My Son Tyriek
(1/2) Every since November, no I'm not renewing, and I'm working my boy on getting me this NBC consulting contract. He land me this deal or anything close & I'
(2/2) m going to make him my COO.
I've been back & forth between here, PA, & upstate NY. I came back to a blackout. I don't know if they started working on it this morning.
Are you okay ??? The last time we talked you
Text Me...



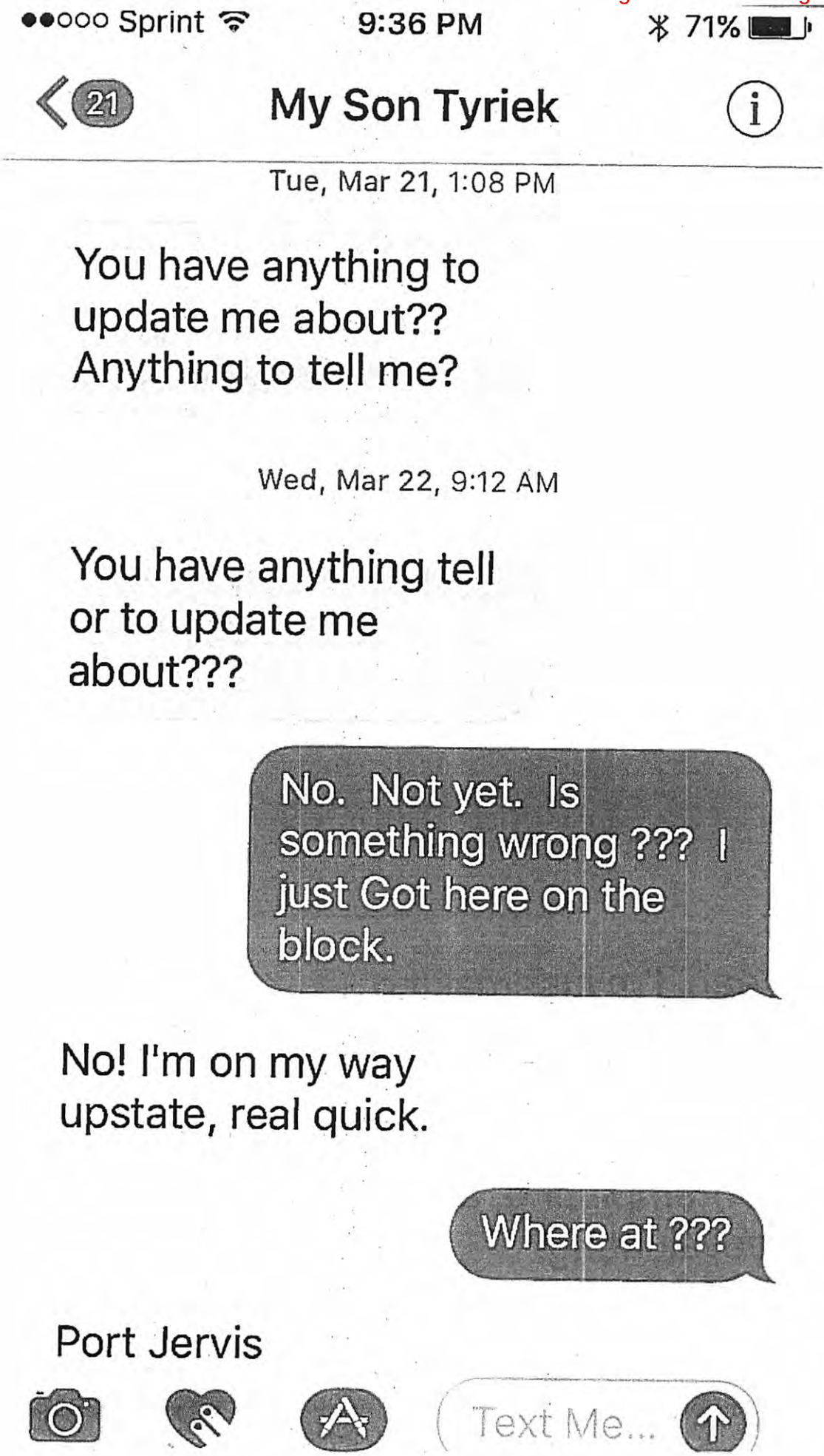
●●●○○ Sprint 9:34 PM 71%

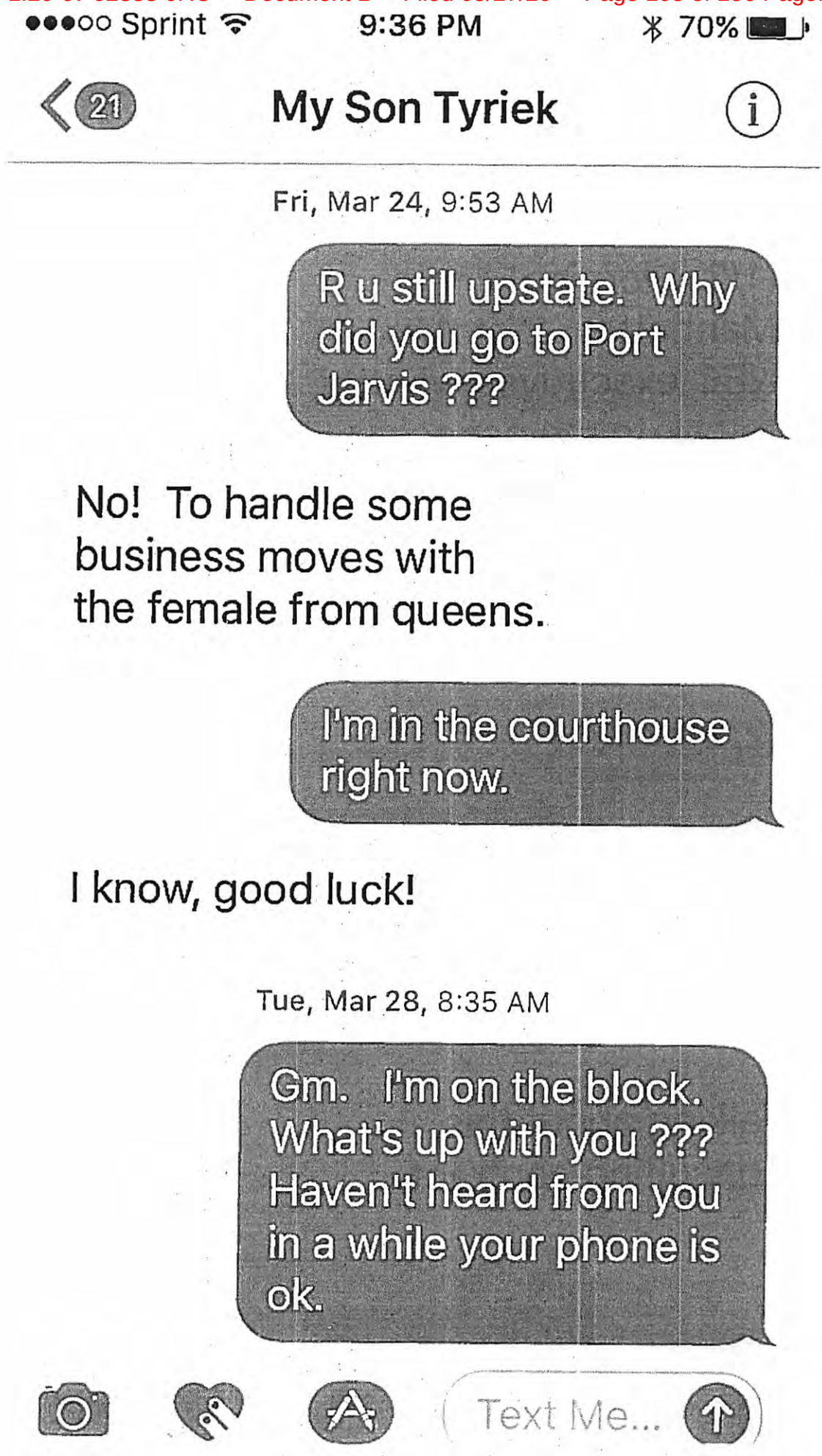
21 My Son Tyriek

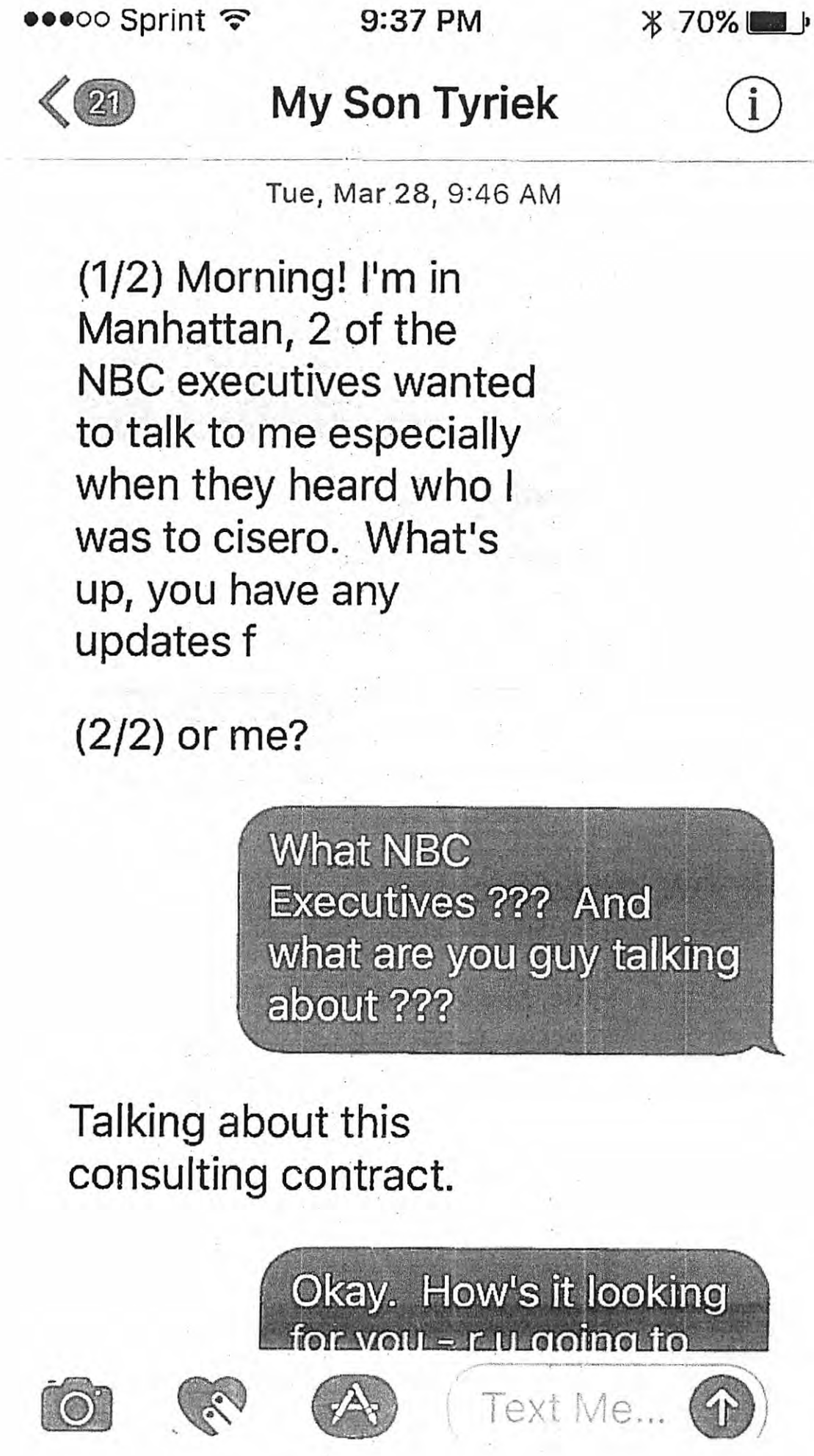
Are you okay ??? The last time we talked you was telling me about some problems you was having - what's up Ty ???

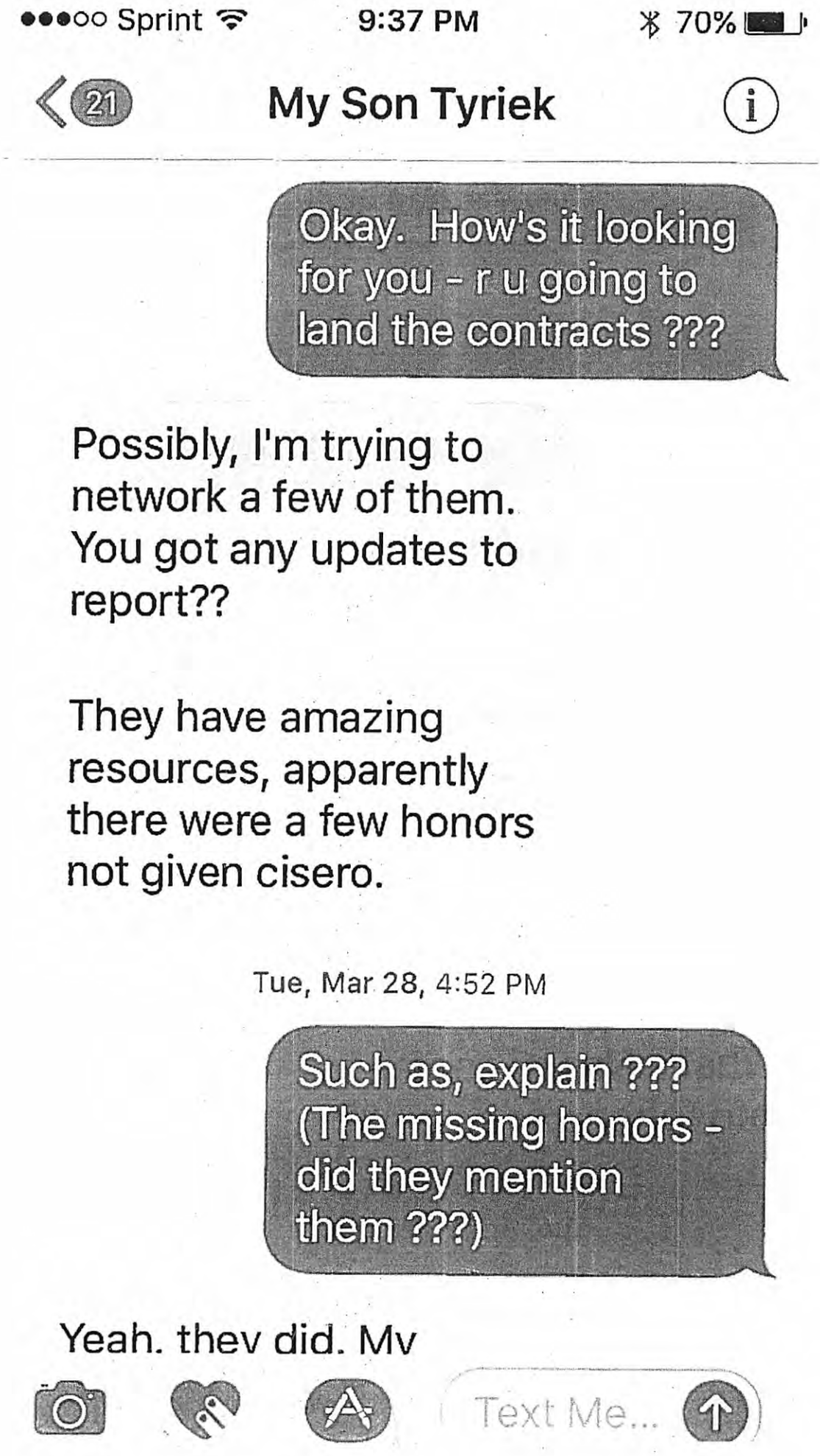
Yeah, I'm just making moves to enhance MES. I've been doing a lot of analyzing, contemplating, & reevaluating.

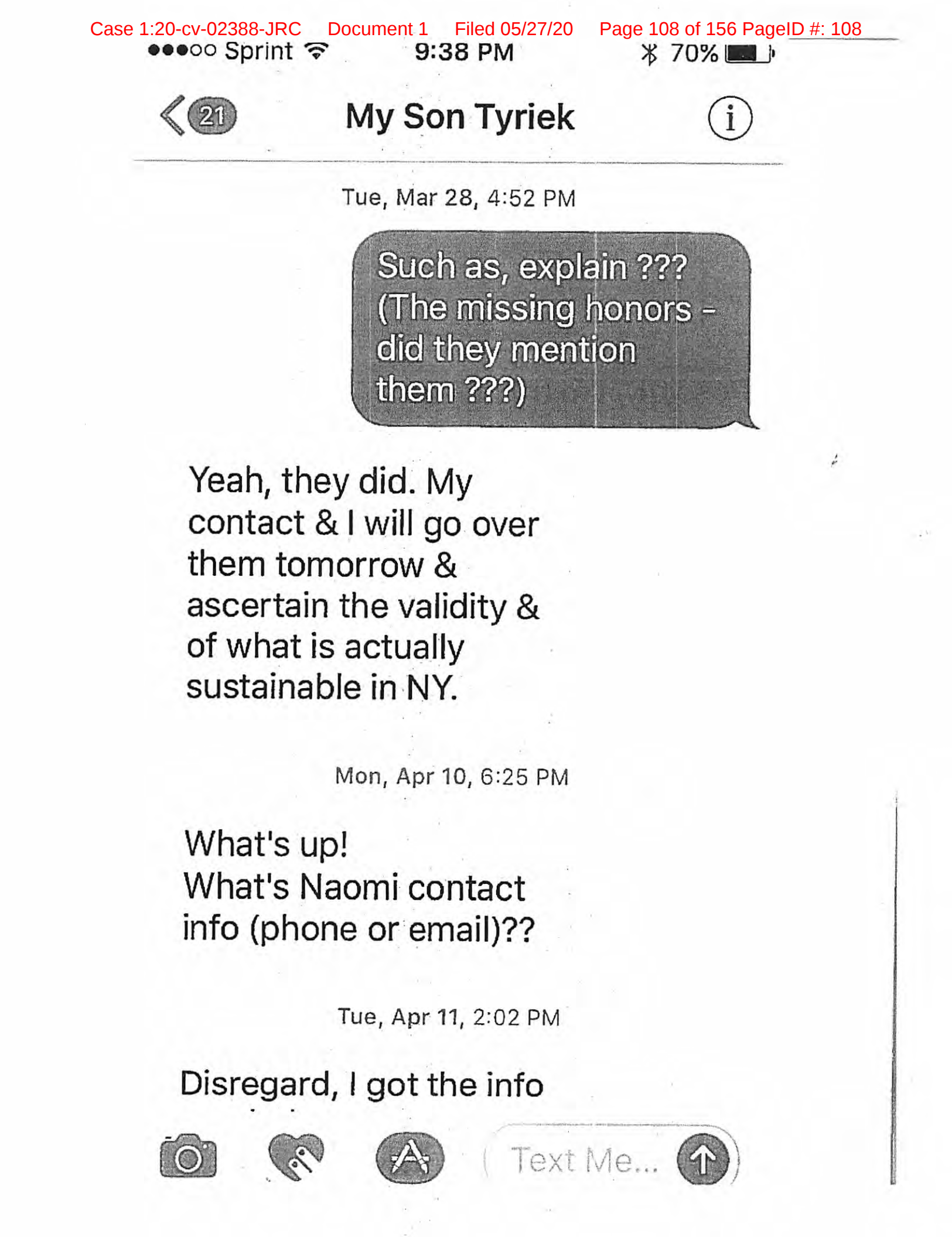
Okay.

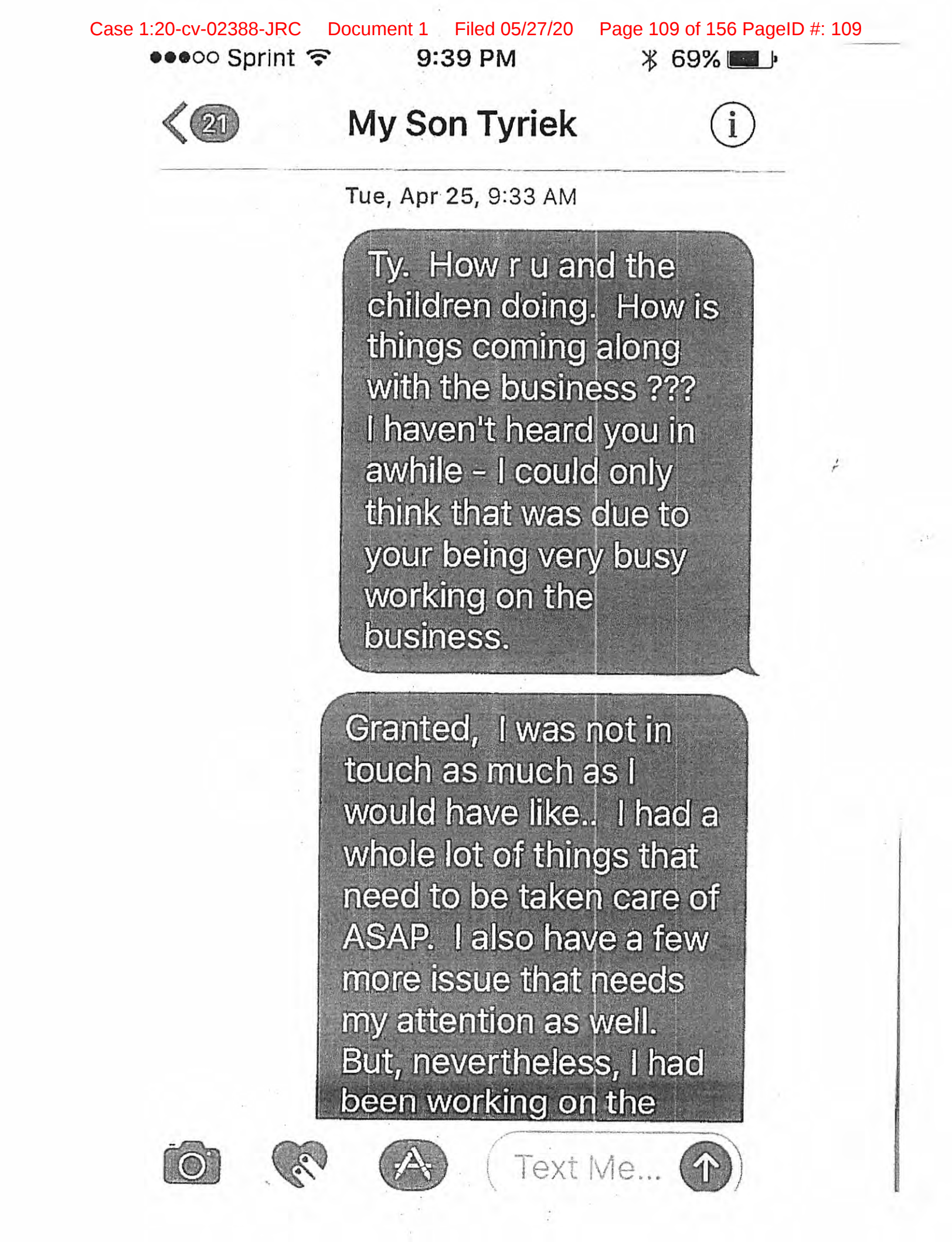

●●○○○ Sprint
9:36 PM
71%
21
My Son Tyriek
Tue, Mar 21, 1:08 PM
You have anything to update me about?? Anything to tell me?
Wed, Mar 22, 9:12 AM
You have anything tell or to update me about???
No. Not yet. Is something wrong ??? I just Got here on the block.
No! I'm on my way upstate, real quick.
Where at ???
Port Jervis
Text Me...

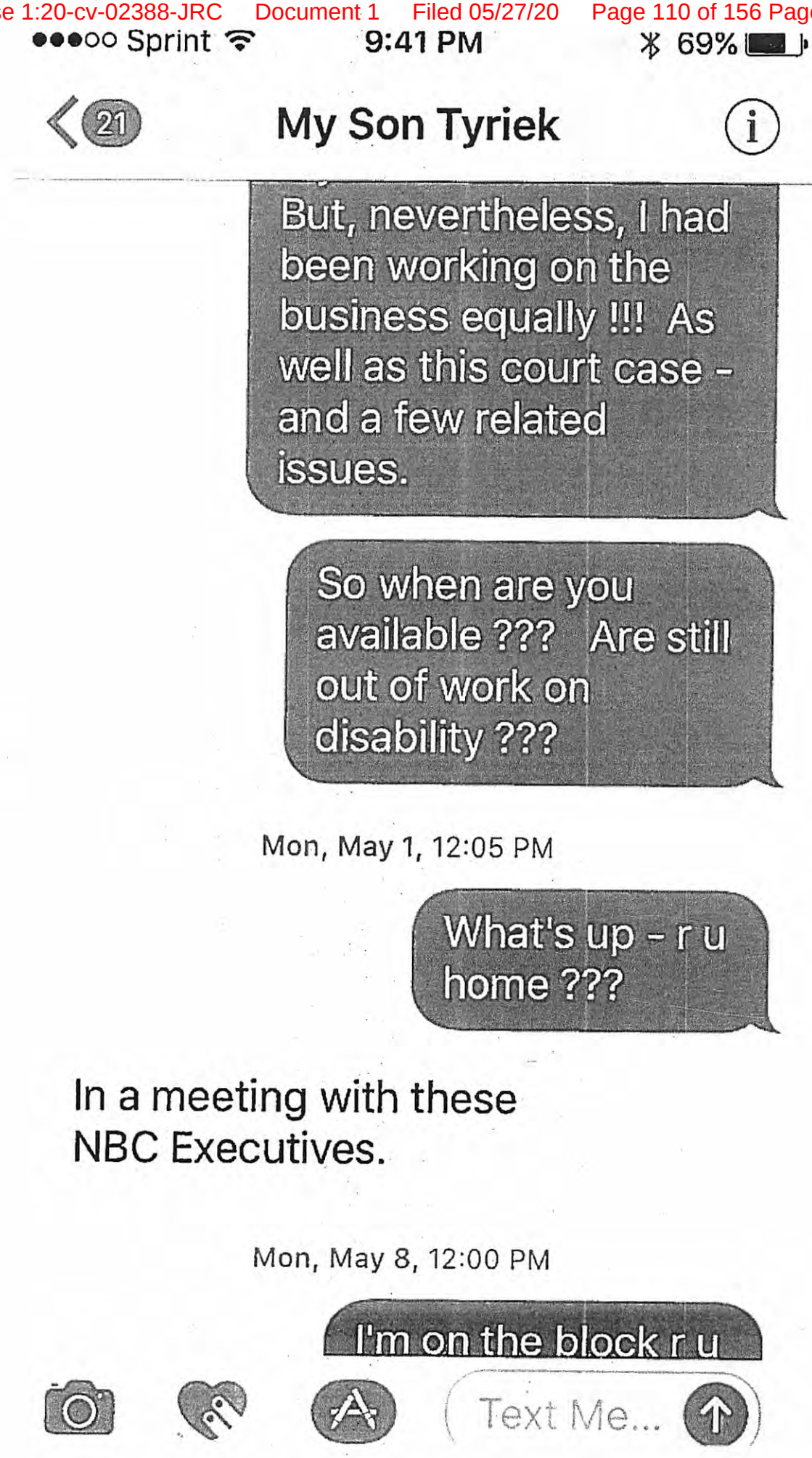

●●●○○ Sprint
9:36 PM
70%
21
My Son Tyriek
Fri, Mar 24, 9:53 AM
R u still upstate. Why did you go to Port Jarvis ???
No! To handle some business moves with the female from queens.
I'm in the courthouse right now.
I know, good luck!
Tue, Mar 28, 8:35 AM
Gm. I'm on the block. What's up with you ??? Haven't heard from you in a while your phone is ok.
Text Me...

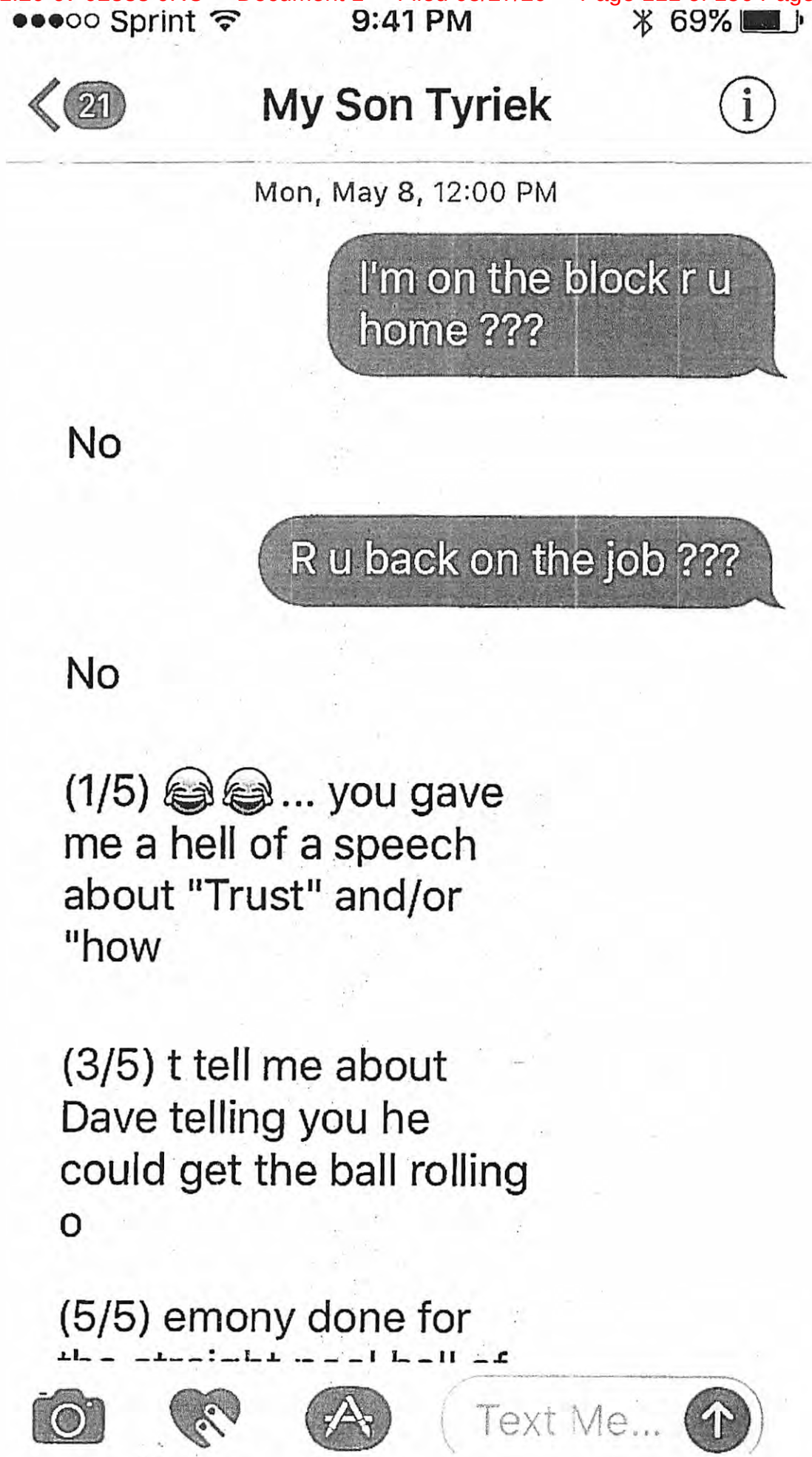

●●●○○ Sprint
9:37 PM
70%
21
My Son Tyriek
Tue, Mar 28, 9:46 AM
(1/2) Morning! I'm in Manhattan, 2 of the NBC executives wanted to talk to me especially when they heard who I was to cisero. What's up, you have any updates f
(2/2) or me?
What NBC Executives ??? And what are you guy talking about ???
Talking about this consulting contract.
Okay. How's it looking for you - r u going to
Text Me...


●●●○○ Sprint
9:37 PM
70%
21
My Son Tyriek
Okay. How's it looking for you - r u going to land the contracts ???
Possibly, I'm trying to network a few of them. You got any updates to report??
They have amazing resources, apparently there were a few honors not given cisero.
Tue, Mar 28, 4:52 PM
Such as, explain ??? (The missing honors - did they mention them ???)
Yeah. thev did. Mv
Text Me...


●●●○○ Sprint
9:38 PM
70%
21
My Son Tyriek
Tue, Mar 28, 4:52 PM
Such as, explain ??? (The missing honors - did they mention them ???)
Yeah, they did. My contact & I will go over them tomorrow & ascertain the validity & of what is actually sustainable in NY.
Mon, Apr 10, 6:25 PM
What's up!
What's Naomi contact info (phone or email)??
Tue, Apr 11, 2:02 PM
Disregard, I got the info
Text Me...


●●●○○ Sprint
9:39 PM
69%
21
My Son Tyriek
Tue, Apr 25, 9:33 AM
Ty. How r u and the children doing. How is things coming along with the business ??? I haven't heard you in awhile - I could only think that was due to your being very busy working on the business.
Granted, I was not in touch as much as I would have like.. I had a whole lot of things that need to be taken care of ASAP. I also have a few more issue that needs my attention as well. But, nevertheless, I had been working on the
Text Me...


●●●○○ Sprint
9:41 PM
69%
21
My Son Tyriek
But, nevertheless, I had been working on the business equally !!! As well as this court case - and a few related issues.
So when are you available ??? Are still out of work on disability ???
Mon, May 1, 12:05 PM
What's up - r u home ???
In a meeting with these NBC Executives.
Mon, May 8, 12:00 PM
I'm on the block r u
Text Me...


●●●○○ Sprint
9:41 PM
69%
21
My Son Tyriek
Mon, May 8, 12:00 PM
I'm on the block r u home ???
No
R u back on the job ???
No
(1/5) 😂😂... you gave me a hell of a speech about "Trust" and/or "how
(3/5) t tell me about Dave telling you he could get the ball rolling o
(5/5) emony done for
Text Me...

●●●○○ Sprint 9:43 PM 68%

21 My Son Tyriek i

(5/5) emony done for the straight pool hall of fame????

(2/5) you trust me".....

Yet I'm trying to figure out, why you didn'

(4/5) n 1 of those honors, I learned from NBC, regarding getting a cer

(1/4) Better yet, exactly how much time were you planning on letting go by before you reveal to me you printed out Big City Nights... & carrying it around in yo

Text Me...

●●●oo Sprint 9:43 PM 68%

21 My Son Tyriek

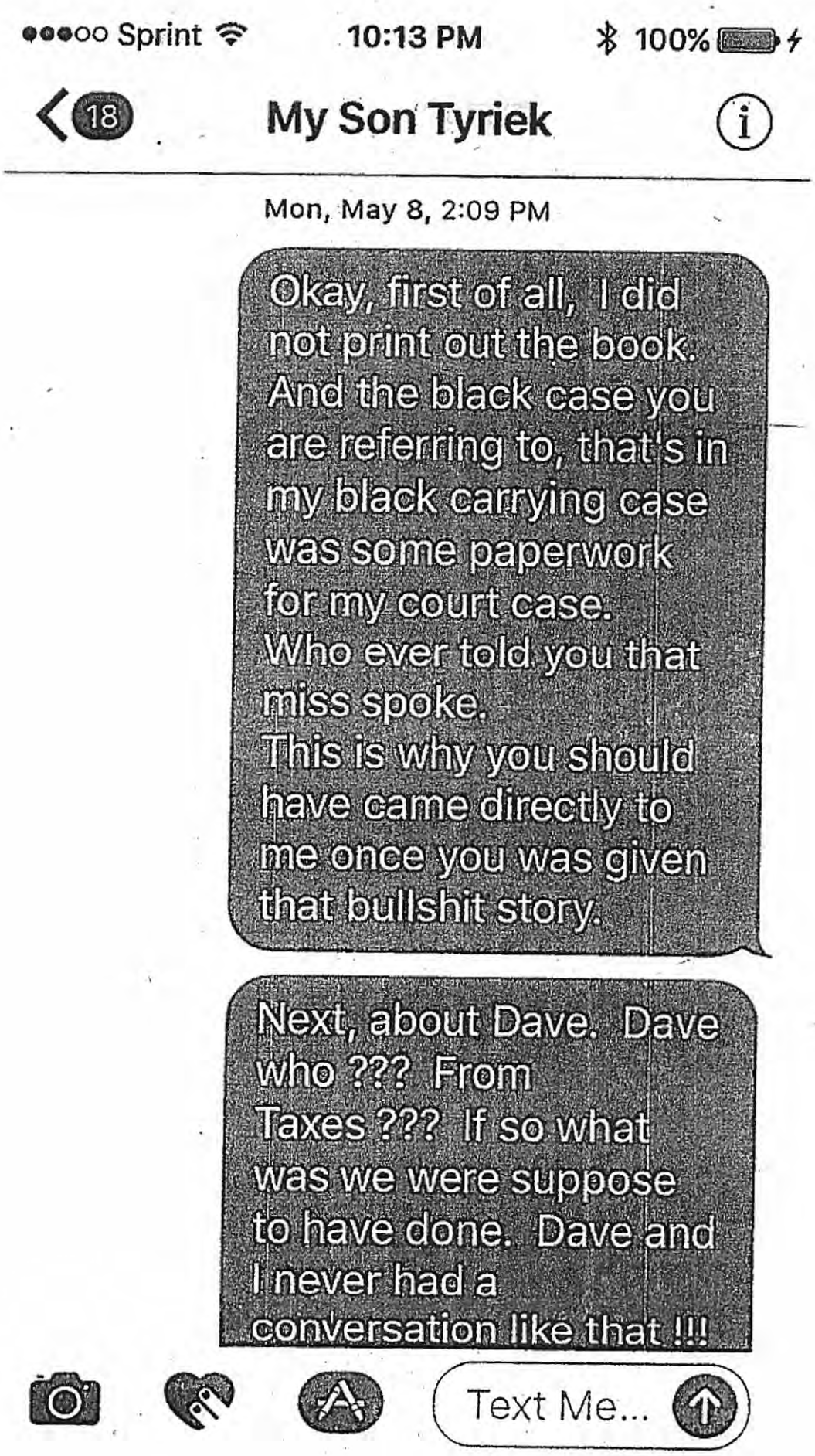
(3/4) eople supposed to believe that's your writing style, huh???

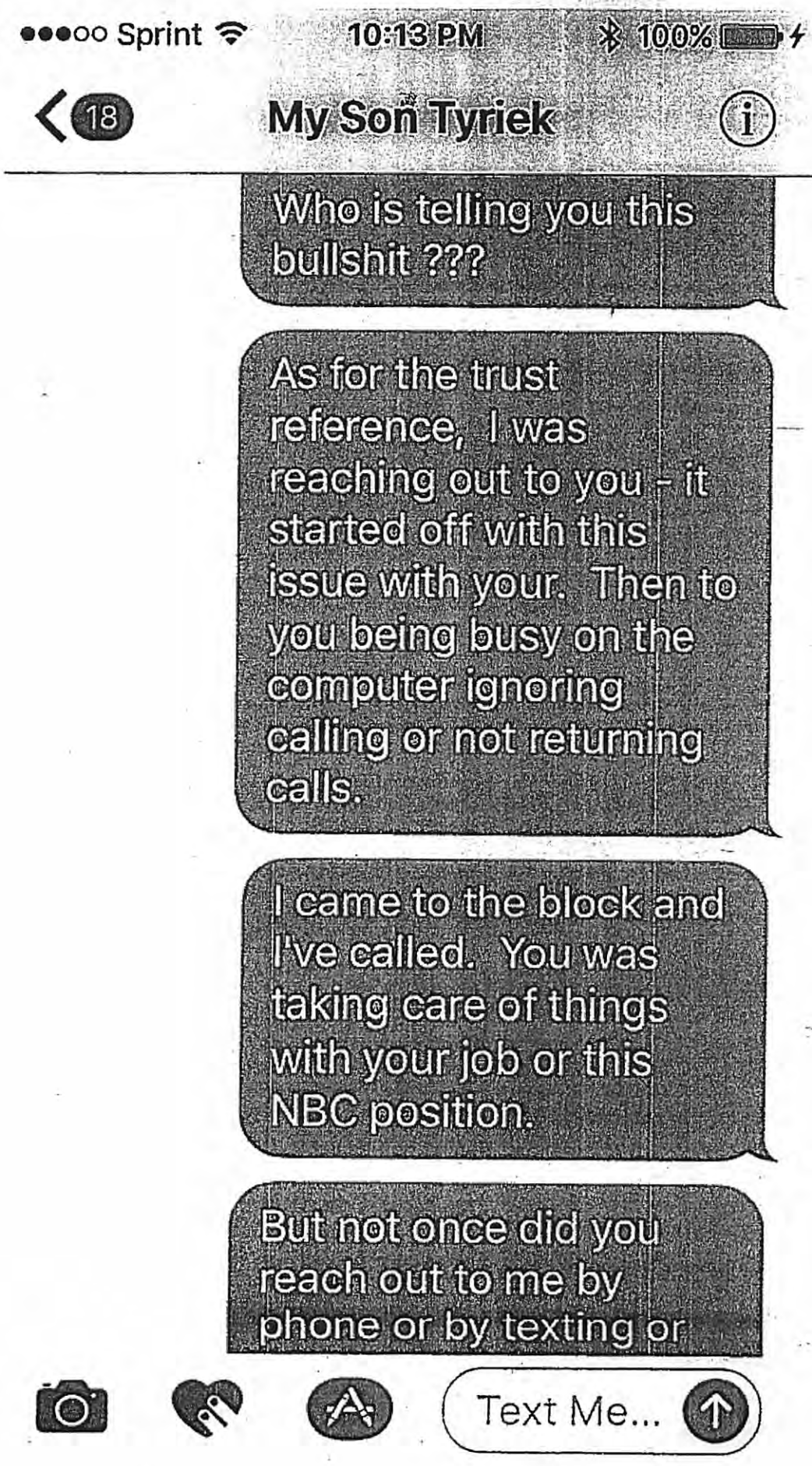
I've known for months, & was just waiting to see your intent. Why you think I kept asking y

(4/4) ou if you had anything to tell me or report & to my face, on the phone, and by text, you straight lied to me!!!

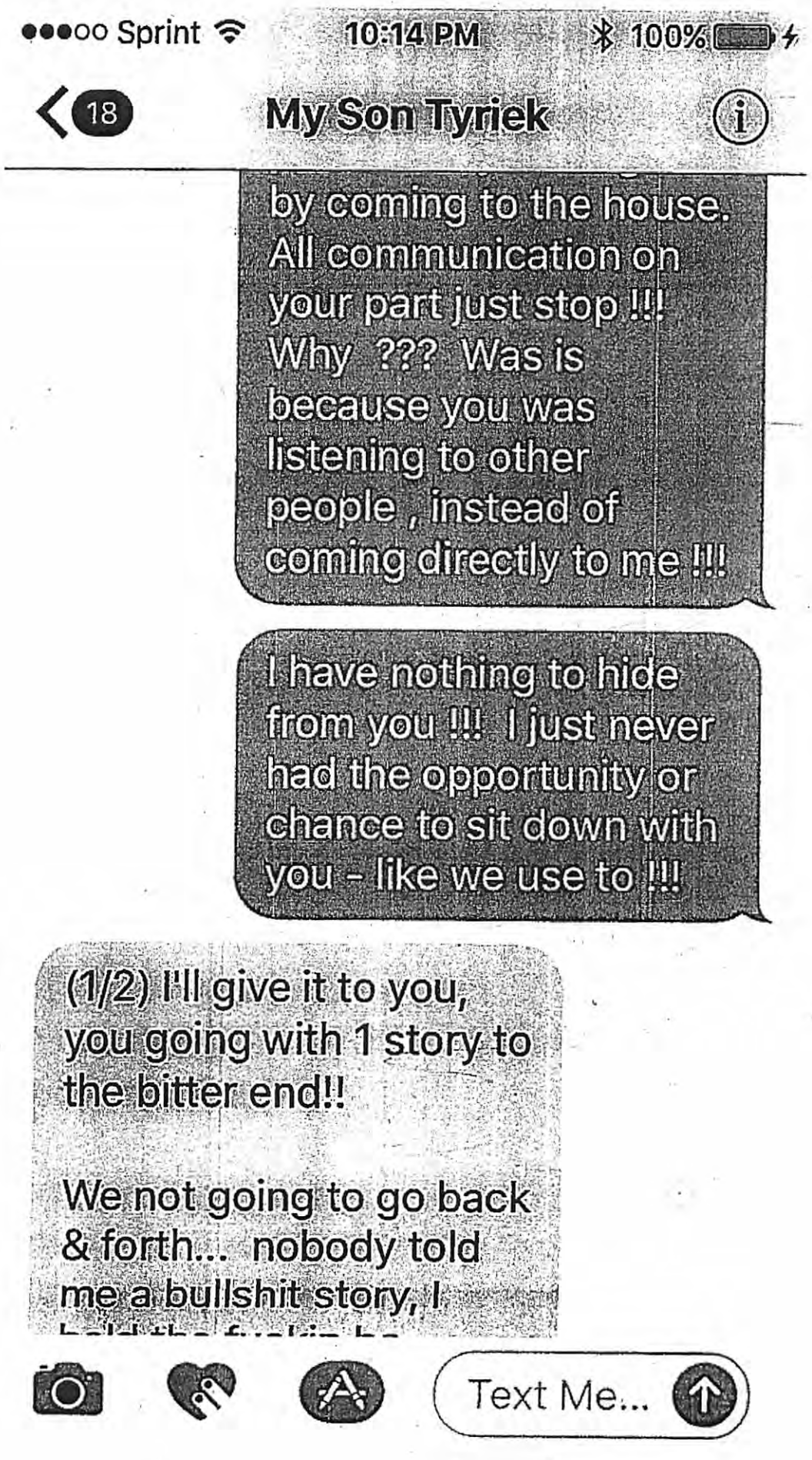
(2/4) ur black personal planner, on the left hand side, face down, in a black & clear plastic cover booklet case????? (Providing nothing has changed)

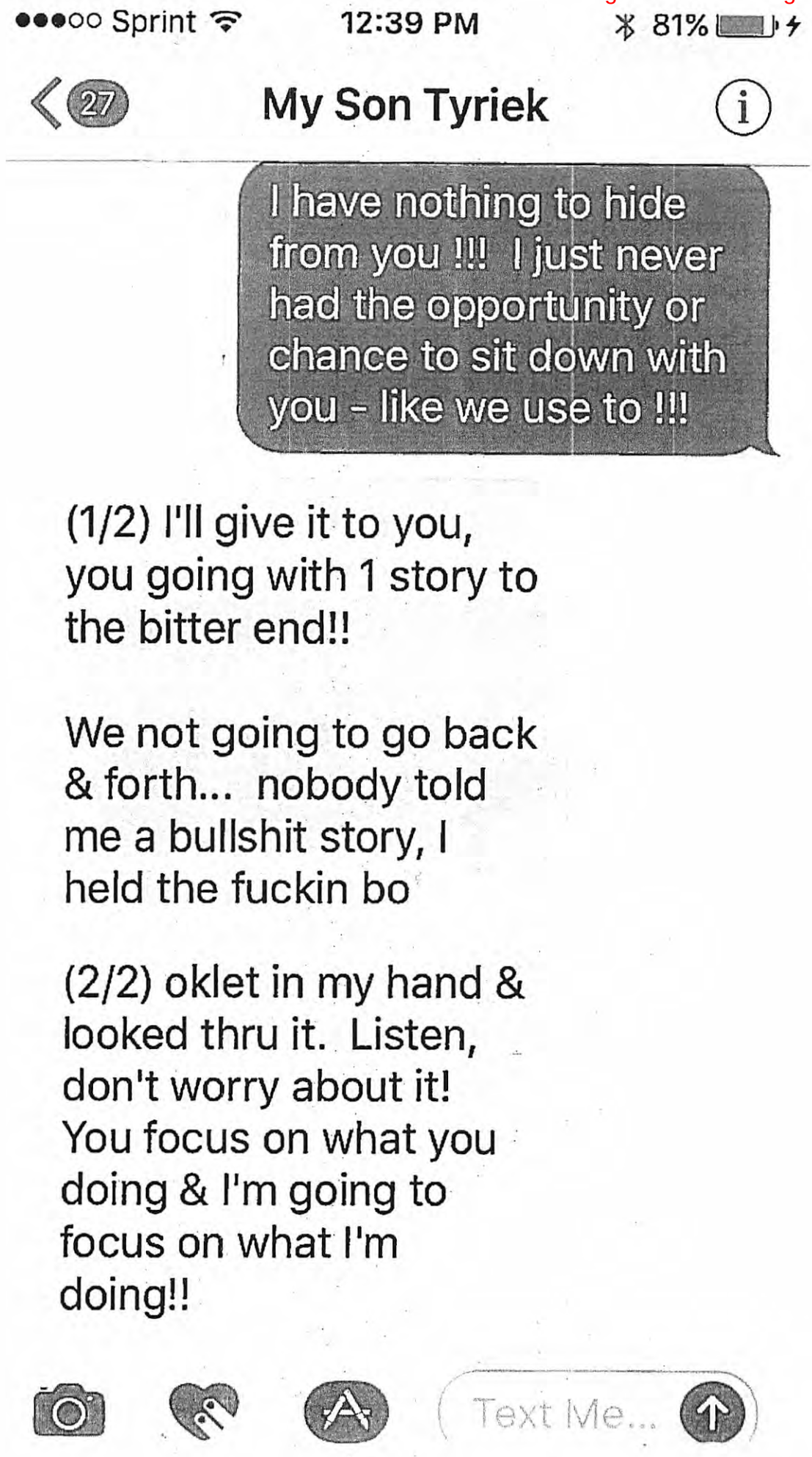
Text Me...

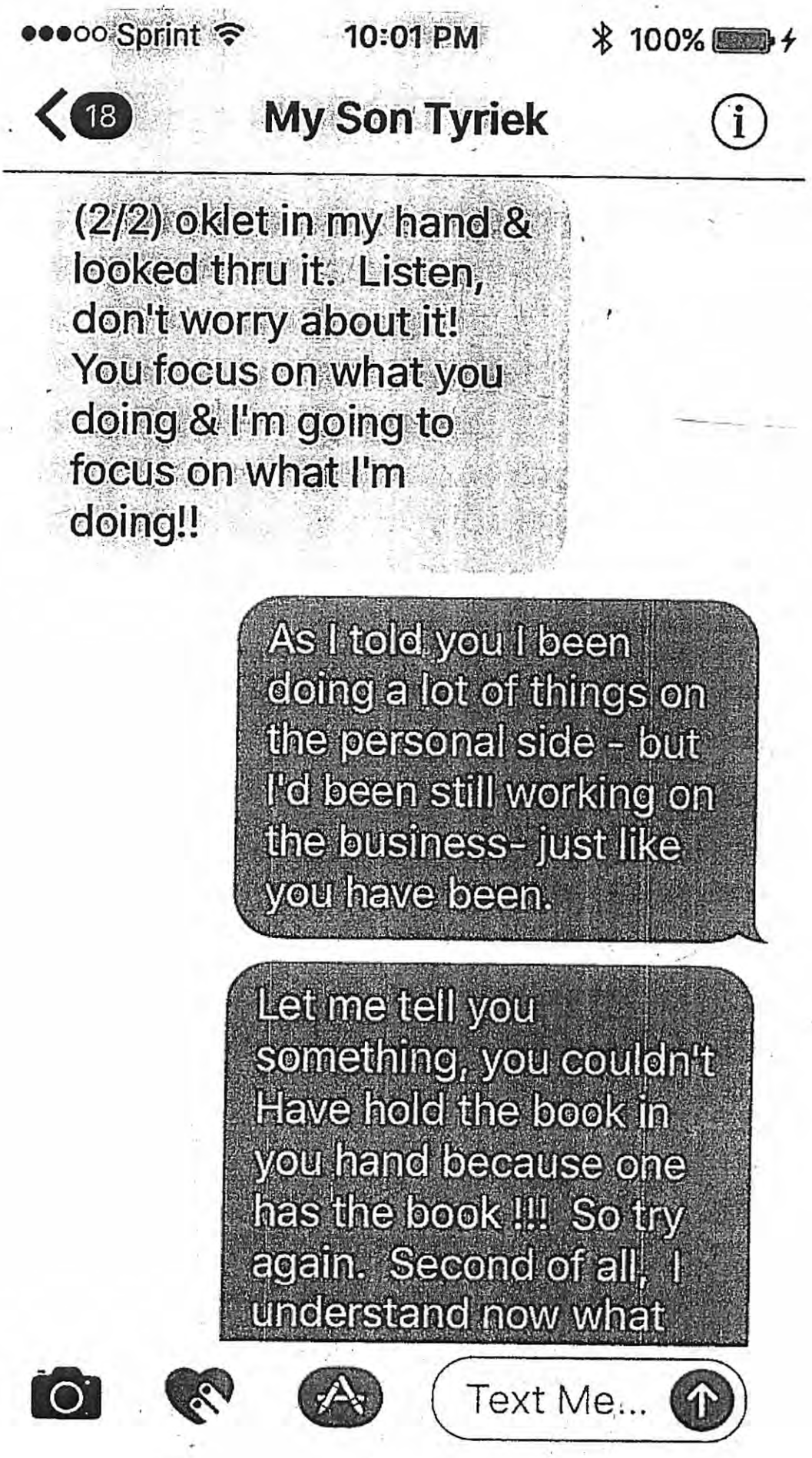

●●●oo Sprint
10:13 PM
100%
18
My Son Tyriek
Mon, May 8, 2:09 PM
Okay, first of all, I did not print out the book. And the black case you are referring to, that's in my black carrying case was some paperwork for my court case. Who ever told you that miss spoke. This is why you should have came directly to me once you was given that bullshit story.
Next, about Dave. Dave who ??? From Taxes ??? If so what was we were suppose to have done. Dave and I never had a conversation like that !!!
Text Me...

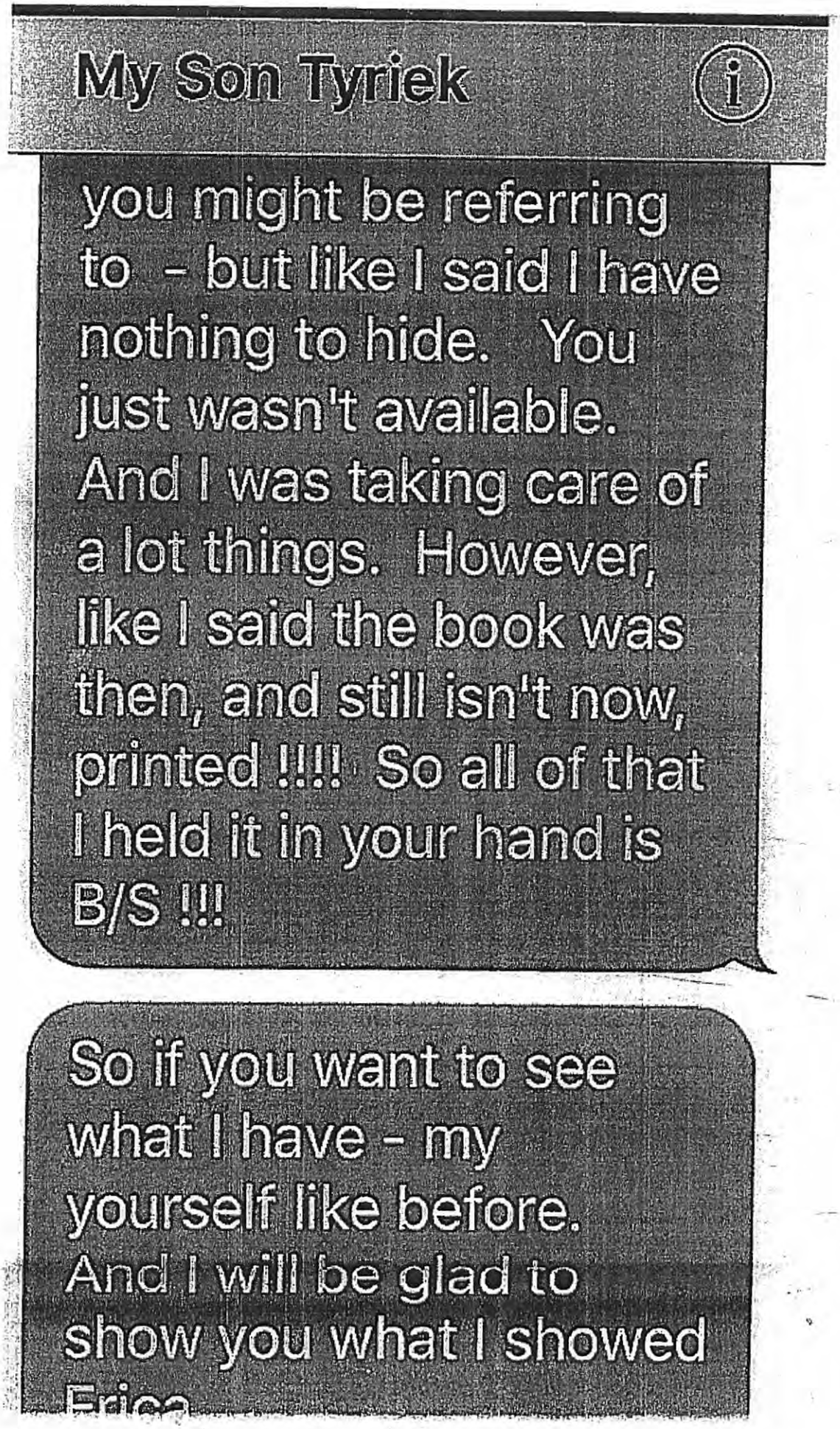

●●●oo Sprint
10:13 PM
100%
18
My Son Tyriek
Who is telling you this bullshit ???
As for the trust reference, I was reaching out to you - it started off with this issue with your. Then to you being busy on the computer ignoring calling or not returning calls.
I came to the block and I've called. You was taking care of things with your job or this NBC position.
But not once did you reach out to me by phone or by texting or
Text Me...

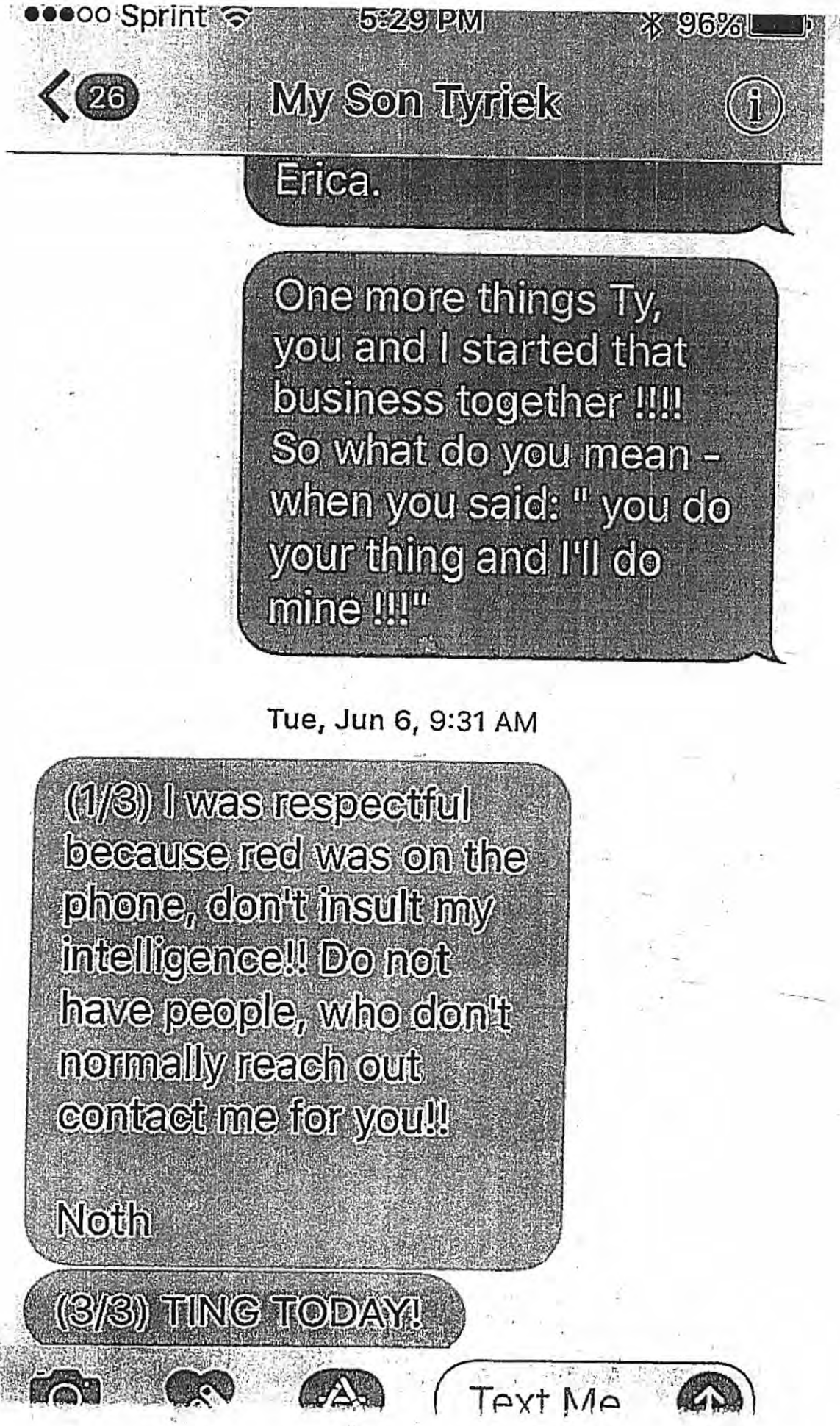
70-F

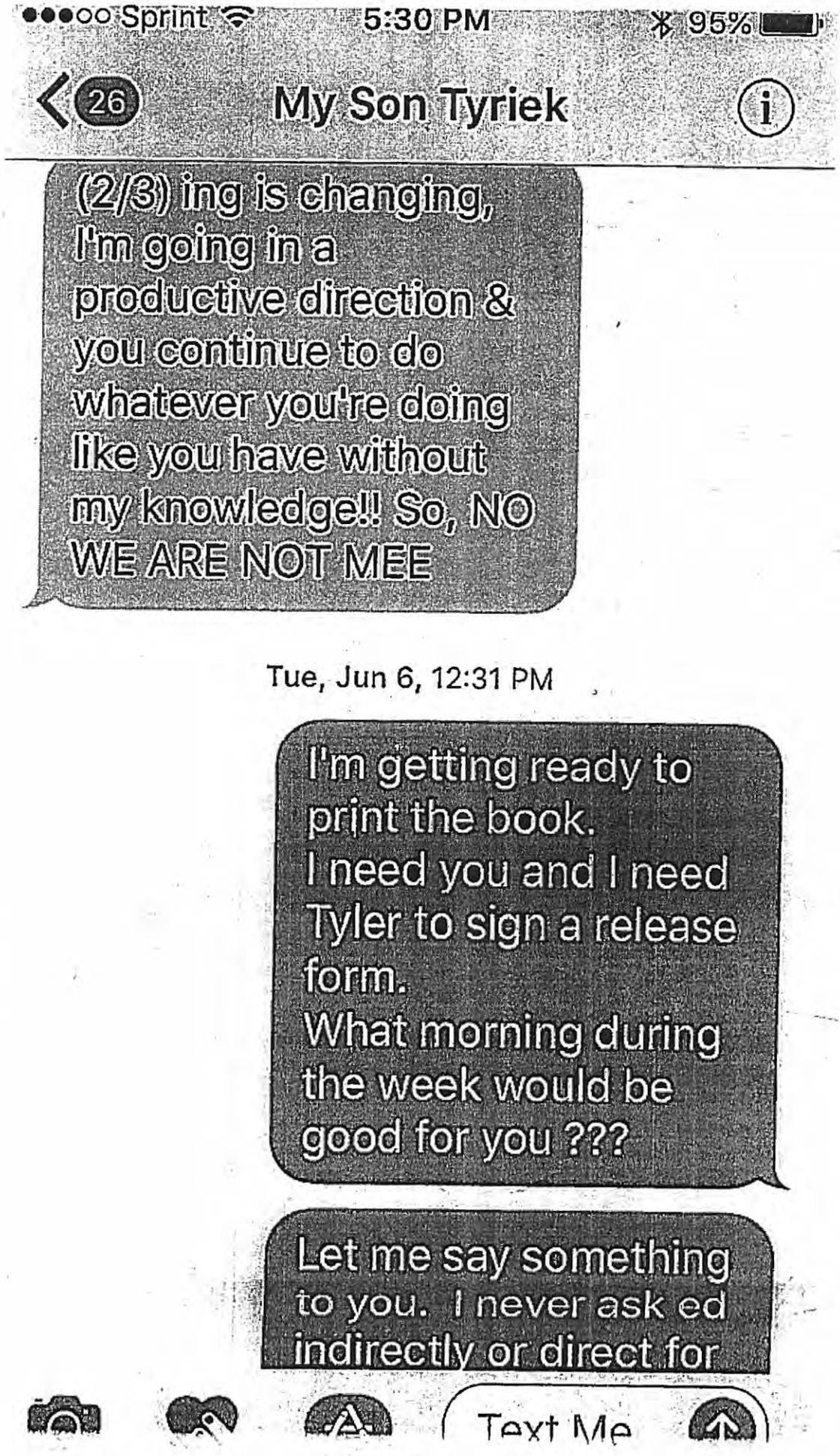

●●●oo Sprint
10:14 PM
100%
18
My Son Tyriek
by coming to the house. All communication on your part just stop !!! Why ??? Was is because you was listening to other people , instead of coming directly to me !!!
I have nothing to hide from you !!! I just never had the opportunity or chance to sit down with you - like we use to !!!
(1/2) I'll give it to you, you going with 1 story to the bitter end!!
We not going to go back & forth... nobody told me a bullshit story, I
Text Me...

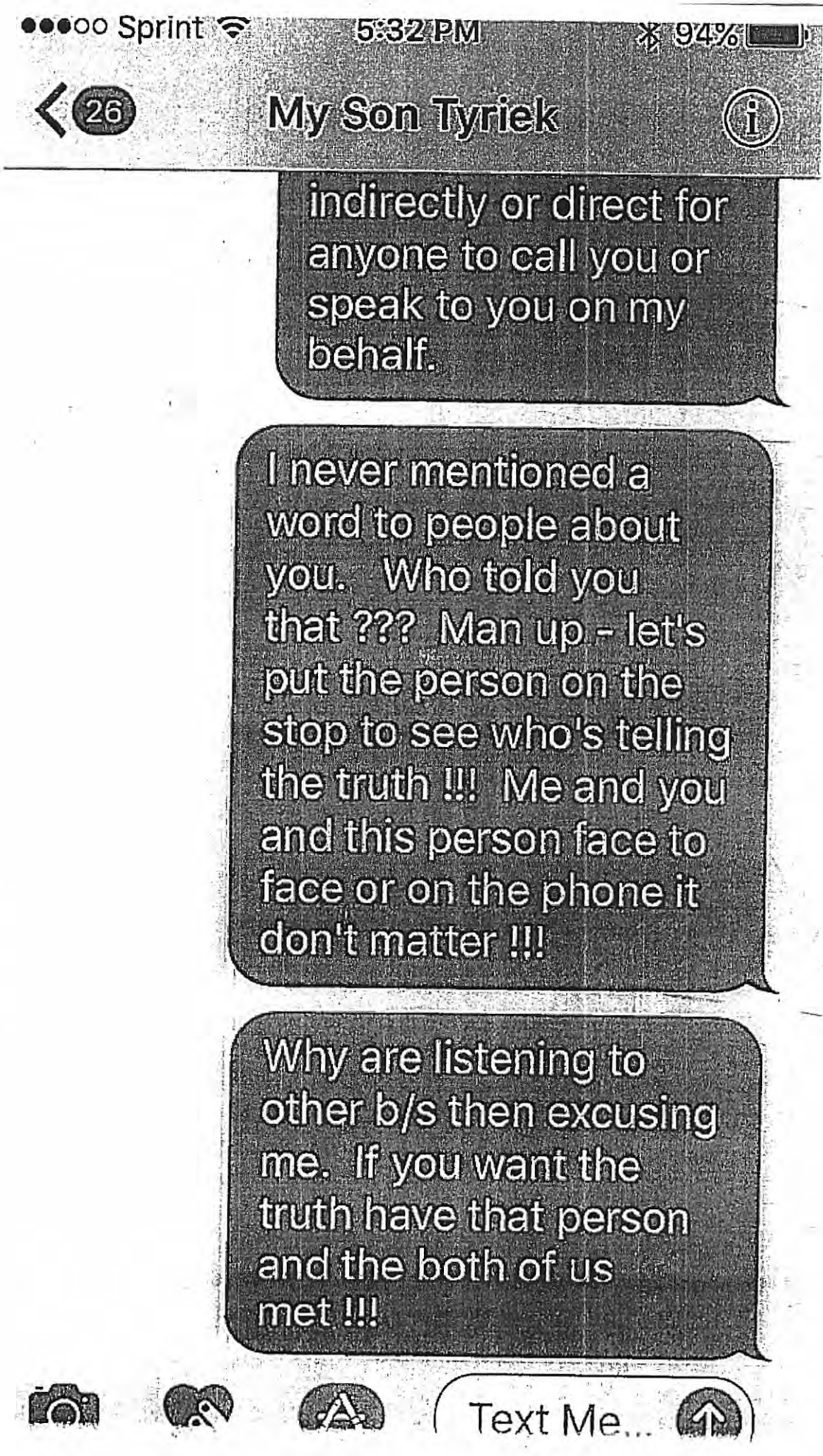

●●●○○ Sprint
12:39 PM
81%
27
My Son Tyriek
I have nothing to hide from you !!! I just never had the opportunity or chance to sit down with you - like we use to !!!
(1/2) I'll give it to you, you going with 1 story to the bitter end!!
We not going to go back & forth... nobody told me a bullshit story, I held the fuckin bo
(2/2) oklet in my hand & looked thru it. Listen, don't worry about it! You focus on what you doing & I'm going to focus on what I'm doing!!
Text Me...

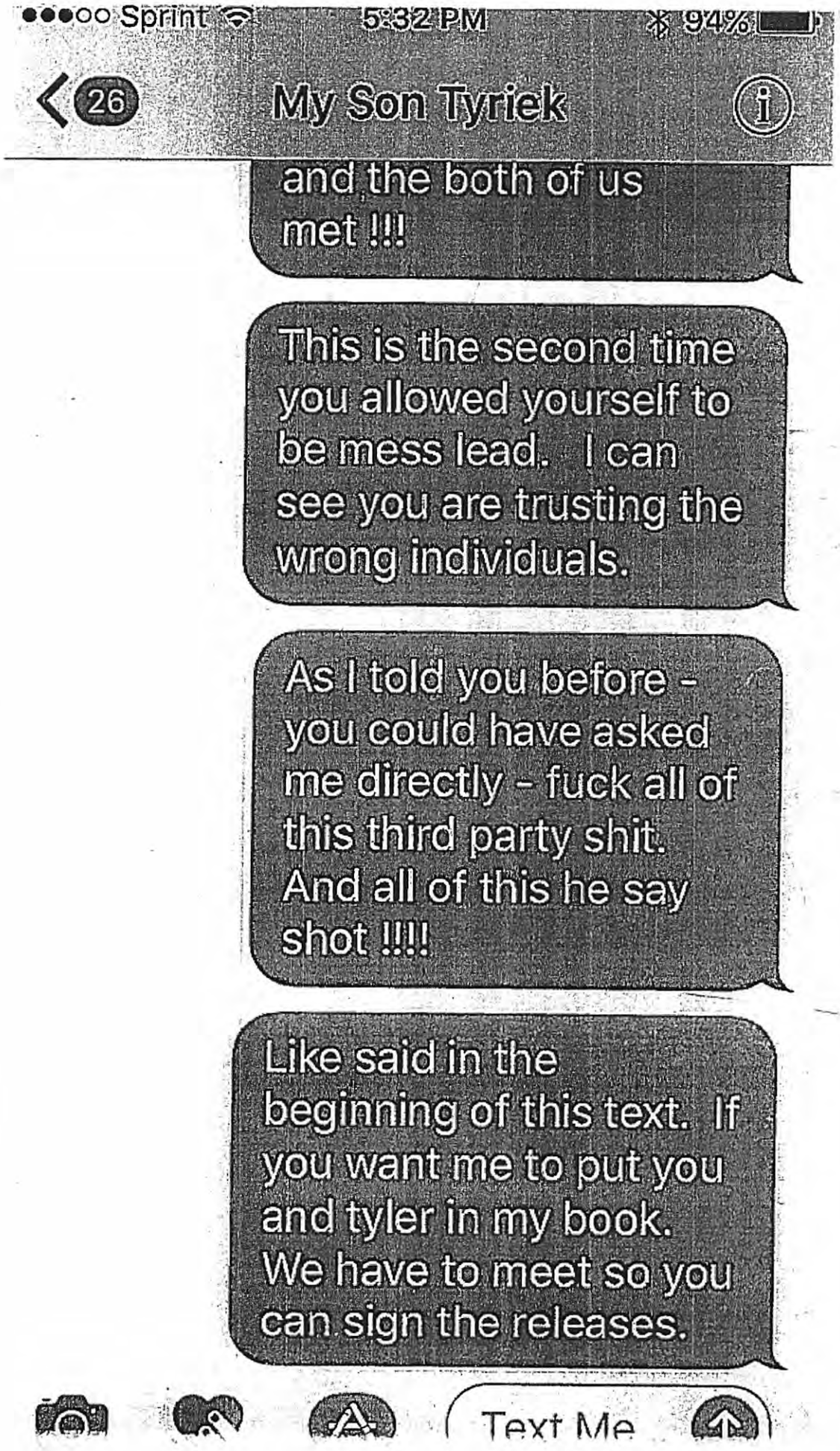

●●●oo Sprint
10:01 PM
100%
18
My Son Tyriek
(2/2) oklet in my hand & looked thru it. Listen, don't worry about it! You focus on what you doing & I'm going to focus on what I'm doing!!
As I told you I been doing a lot of things on the personal side - but I'd been still working on the business- just like you have been.
Let me tell you something, you couldn't Have hold the book in you hand because one has the book !!! So try again. Second of all, I understand now what
Text Me...


My Son Tyriek
you might be referring to - but like I said I have nothing to hide. You just wasn't available. And I was taking care of a lot things. However, like I said the book was then, and still isn't now, printed !!!! So all of that I held it in your hand is B/S !!!
So if you want to see what I have - my yourself like before. And I will be glad to show you what I showed


●●●oo Sprint
5:29 PM
96%
26
My Son Tyriek
Erica.
One more things Ty, you and I started that business together !!!! So what do you mean - when you said: " you do your thing and I'll do mine !!!"
Tue, Jun 6, 9:31 AM
(1/3) I was respectful because red was on the phone, don't insult my intelligence!! Do not have people, who don't normally reach out contact me for you!!
Noth
(3/3) TING TODAY!
Text Me


●●●○○ Sprint
5:30 PM
95%
26
My Son Tyriek
(2/3) ing is changing, I'm going in a productive direction & you continue to do whatever you're doing like you have without my knowledge!! So, NO WE ARE NOT MEE
Tue, Jun 6, 12:31 PM
I'm getting ready to print the book.
I need you and I need Tyler to sign a release form.
What morning during the week would be good for you ???
Let me say something to you. I never ask ed indirectly or direct for
Text Me


●●●○○ Sprint
5:32 PM
94%
26
My Son Tyriek
indirectly or direct for anyone to call you or speak to you on my behalf.
I never mentioned a word to people about you. Who told you that ??? Man up - let's put the person on the stop to see who's telling the truth !!! Me and you and this person face to face or on the phone it don't matter !!!
Why are listening to other b/s then excusing me. If you want the truth have that person and the both of us met !!!
Text Me...


Sprint
5:32 PM
94%
26
My Son Tyriek
and the both of us met !!!
This is the second time you allowed yourself to be mess lead. I can see you are trusting the wrong individuals.
As I told you before - you could have asked me directly - fuck all of this third party shit. And all of this he say shot !!!!
Like said in the beginning of this text. If you want me to put you and tyler in my book. We have to meet so you can sign the releases.
Text Me

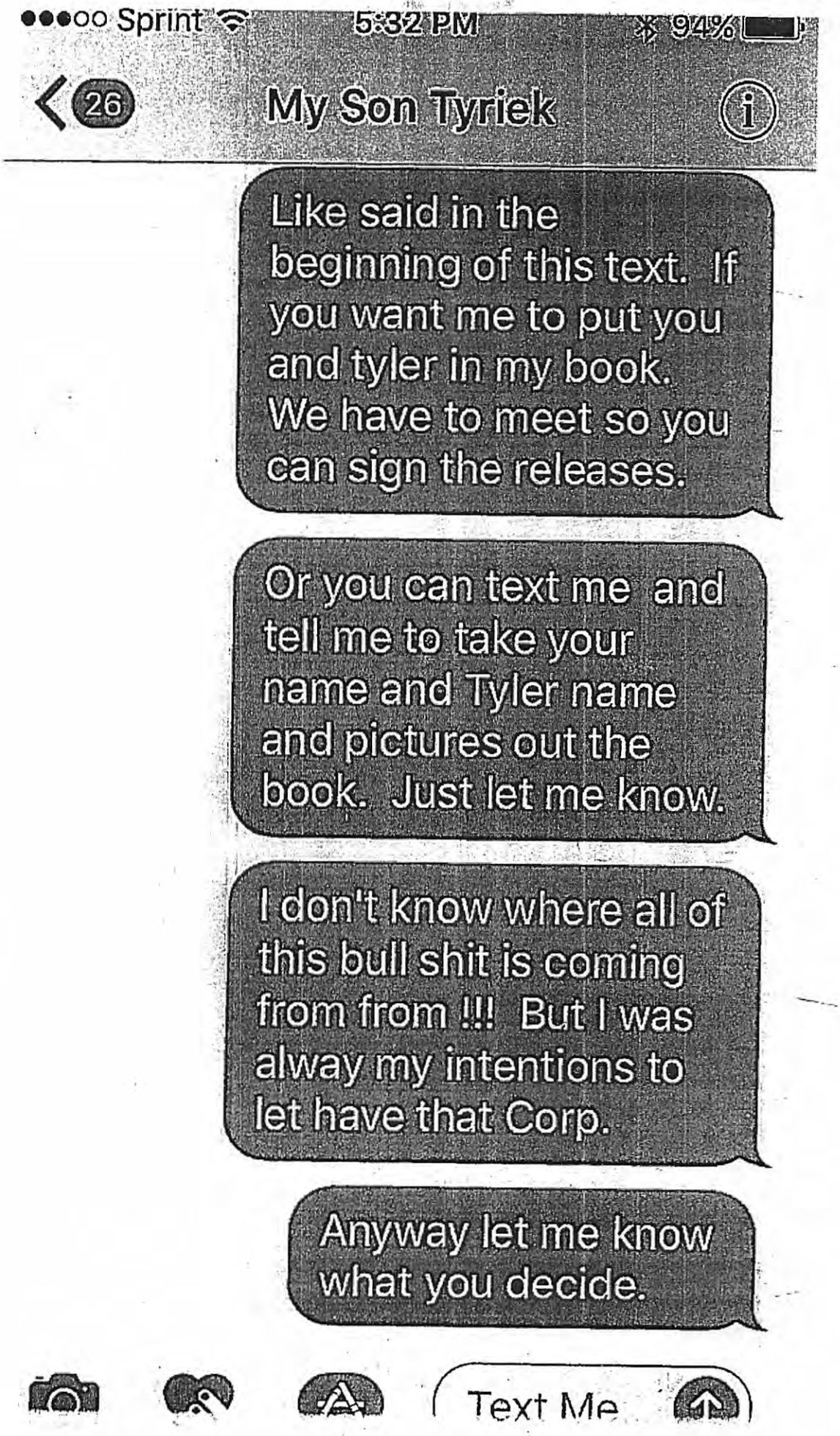

●●●oo Sprint
5:32 PM
94%
26
My Son Tyriek
Like said in the beginning of this text. If you want me to put you and tyler in my book. We have to meet so you can sign the releases.
Or you can text me and tell me to take your name and Tyler name and pictures out the book. Just let me know.
I don't know where all of this bull shit is coming from from !!! But I was alway my intentions to let have that Corp.
Anyway let me know what you decide.
Text Me

Exhibit "E"

Murphy Enterprise Solutions

Restricted Disclosure of Content / Release Authorization Form

In order to protect this entity's confidential information and/or permission for usage that may be disclosed and/or utilized by Murphy Enterprise Solutions, LLC, therein referred to as MES. Employees, Volunteers, Clients, Contractors, and/or any other individual(s) not depicted within the mentioned, therein referred to as Associate. Effectively upon signature of this document, regardless whether in the presence of a public notary official or not, both parties concur to the following:

- The confidential information disclosed under this Agreement is described as any MES facets relating to business strategies/operations/projects, daily operations, and/or any other operational concept MES deem vital, whether past, present or future practices.

- The Associate shall use the confidential information received under this Agreement for the sole purpose of conducting any form of MES related or sponsored business.

- The Associate shall protect the disclosed confidential information by using a high degree of care, even more than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Associate uses to protect its own confidential information of a like or less nature.

- The Associate has the sole duty to protect all confidential information which is (a) disclosed by MES whether verbally and/or in writing, and marked as confidential at the time of disclosure. Or which is (b) disclosed by MES in any other manner, is identified as confidential at the time of the disclosure, is also summarized and designated as confidential whether verbally and/or in a written memorandum delivered to the Associate within thirty (30) days of the disclosure.

- This Agreement imposes no obligation upon the Associate with respect to confidential information that becomes a matter of public knowledge through no fault of the Associate. However, shall be fully enforced if the Associate provides any addition vital information, regardless of their belief to its relevance, to benefit and/or support what has been publicly established.

- The Associate does not, whether past, present, and/or future instances, acquire intellectual property rights and/or any item deemed as intellectual property by MES under this Agreement. ONLY the Owner/Chief Executive Officer may give written permission to release intellectual property to the Associate. However, the Owner/Chief Executive Officer

may, at anytime, choose to withdraw the previous permission granted, whether verbally or in written documentation.

❖ *I, the Associate, do hereby consent and agree that MES, its designates and/or agents have the right to take photographs, videotape, audio and/or digital recordings of me, and may utilized these items in all MES facets, but not limited to media, entertainment, promotional, and/or other MES related business, now or hereafter known, and exclusively for the purpose of MES. I further consent that my name and/or identity may be revealed therein or by descriptive text or commentary.*

❖ *I do hereby release to MES, all rights to exhibit this work in print and/or electronic form publicly and/or privately to market and/or sell copies. I waive any rights, claims, and/or interest I may have to control the use of my identity and/or likeness in whatever operational direction MES intends to utilize and/or proceed.*

❖ *I understand there will be no other remuneration for materials gathered of me, either for the initial and/or subsequent transmission(s) and/or playback(s).*

❖ *I further acknowledge MES is not responsible for any expense(s) and/or liability incurred as a result of my participation in any material gathered regarding myself (including health, medical, travel, social, and/or any items not mentioned).*

❖ *I affirm to be 18 years of age or older, have read and fully interpret the foregoing statement, and competent to execute the terms within this agreement.*

❖ *MES makes no representation or warranty that any product and/or business plans disclosed and/or gathered to and/or of the Associate. Any actions taken by the Associate in response to the disclosure of confidential and/or gathered information by MES shall be solely at its risk. Furthermore, the Associate is aware if any legation is warranted due to any violation and/or disregard of any portion of this agreement will result in the Associate being economically responsible for any expenses as well as legal fees. The Associate acknowledges and agrees that the confidential information is provided on an AS IS or NEED TO KNOW basis.*

❖ *Upon MES request, the Associate shall return to MES all material(s) and/or intellectual properties, in which, the Associate shall deliver to MES a written statement signed and notarized by the Associate certifying the completion of the task and done so within 5 days.*

❖ *The parties, MES and Associate, do not intend to form any agency and/or partnership relationship between them by simultaneously concurring to this Agreement.*

❖ *All additions and/or modifications to this Agreement must be made in writing and must be signed by both parties.*

❖ *This Agreement is made under and shall be construed according to the laws of the State of New York and/or State(s) MES may operate within.*

Associate Signature: Tyrick A. Murphy *Witness Signature:* Cisero Murphy Jr.

Associate Name: Tyrick A. Murphy *Witness Name:* Cisero Murphy JR.

Date: _____ *Date:* 1/25/17

MES Signature: Tyrick A. Murphy

MES Name: Tyrick A Murphy

Date: 1/25/17

Notary space below, if applicable:

Exhibit "F"

Murphy Enterprise Solutions

Restricted Disclosure of Content / Release Authorization Form

In order to protect this entity's confidential information and/or permission for usage that may be disclosed and/or utilized by Murphy Enterprise Solutions, LLC, therein referred to as MES. Employees, Volunteers, Clients, Contractors, and/or any other individual(s) not depicted within the mentioned, therein referred to as Associate. Effectively upon signature of this document, regardless whether in the presence of a public notary official or not, both parties concur to the following:

- *The confidential information disclosed under this Agreement is described as any MES facets relating to business strategies/operations/projects, daily operations, and/or any other operational concept MES deem vital, whether past, present or future practices.*

- *The Associate shall use the confidential information received under this Agreement for the sole purpose of conducting any form of MES related or sponsored business.*

- *The Associate shall protect the disclosed confidential information by using a high degree of care, even more than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Associate uses to protect its own confidential information of a like or less nature.*

- *The Associate has the sole duty to protect all confidential information which is (a) disclosed by MES whether verbally and/or in writing, and marked as confidential at the time of disclosure. Or which is (b) disclosed by MES in any other manner, is identified as confidential at the time of the disclosure, is also summarized and designated as confidential whether verbally and/or in a written memorandum delivered to the Associate within thirty (30) days of the disclosure.*

- *This Agreement imposes no obligation upon the Associate with respect to confidential information that becomes a matter of public knowledge through no fault of the Associate. However, shall be fully enforced if the Associate provides any addition vital information, regardless of their belief to its relevance, to benefit and/or support what has been publicly established.*

- *The Associate does not, whether past, present, and/or future instances, acquire intellectual property rights and/or any item deemed as intellectual property by MES under this Agreement. ONLY the Owner/Chief Executive Officer may give written permission to release intellectual property to the Associate. However, the Owner/Chief Executive Officer*

may, at anytime, choose to withdraw the previous permission granted, whether verbally or in written documentation.

❖ *I, the Associate, do hereby consent and agree that MES, its designates and/or agents have the right to take photographs, videotape, audio and/or digital recordings of me, and may utilized these items in all MES facets, but not limited to media, entertainment, promotional, and/or other MES related business, now or hereafter known, and exclusively for the purpose of MES. I further consent that my name and/or identity may be revealed therein or by descriptive text or commentary.*

❖ *I do hereby release to MES, all rights to exhibit this work in print and/or electronic form publicly and/or privately to market and/or sell copies. I waive any rights, claims, and/or interest I may have to control the use of my identity and/or likeness in whatever operational direction MES intends to utilize and/or proceed.*

❖ *I understand there will be no other remuneration for materials gathered of me, either for the initial and/or subsequent transmission(s) and/or playback(s).*

❖ *I further acknowledge MES is not responsible for any expense(s) and/or liability incurred as a result of my participation in any material gathered regarding myself (including health, medical, travel, social, and/or any items not mentioned).*

❖ *I affirm to be 18 years of age or older, have read and fully interpret the foregoing statement, and competent to execute the terms within this agreement.*

❖ *MES makes no representation or warranty that any product and/or business plans disclosed and/or gathered to and/or of the Associate. Any actions taken by the Associate in response to the disclosure of confidential and/or gathered information by MES shall be solely at its risk. Furthermore, the Associate is aware if any legation is warranted due to any violation and/or disregard of any portion of this agreement will result in the Associate being economically responsible for any expenses as well as legal fees. The Associate acknowledges and agrees that the confidential information is provided on an AS IS or NEED TO KNOW basis.*

❖ *Upon MES request, the Associate shall return to MES all material(s) and/or intellectual properties, in which, the Associate shall deliver to MES a written statement signed and notarized by the Associate certifying the completion of the task and done so within 5 days.*

❖ *The parties, MES and Associate, do not intend to form any agency and/or partnership relationship between them by simultaneously concurring to this Agreement.*

❖ *All additions and/or modifications to this Agreement must be made in writing and must be signed by both parties.*

❖ *This Agreement is made under and shall be construed according to the laws of the State of New York and/or State(s) MES may operate within.*

~~*Associate*~~ *Signature:* Cisero Murphy Jr. *Witness Signature:* _____

~~*Associate*~~ *Name:* CISERO MURPHY JR *Witness Name:* _____

Date: 1-25-2017 *Date:* _____

MES Signature: Tyriek A. Murphy

MES Name: Tyriek A. Murphy

Date: _____

Notary space below, if applicable:

Exhibit "G"

Tyriek A. Murphy
Chief Executive Officer
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
(P) (347) 869 - 4396
(E) CEO@murphyentsolutions.com

May 1st, 2017

Cisero K. Murphy, Jr.
194-24 109TH Avenue
Queens, NY 11412
(P) (347) 528 - 3220

RE: Termination of MES Restricted Access

Dear Mr. Murphy:

This letter is your written documentation, although not needed based upon the terms of the forfeiture contract signed by you on January 23rd 2017, to the confirm the verbal notification given on May 8th, 2017 regarding the termination of your MES Restricted Access.

The decision to end your restricted access was based solely upon your malicious and devious actions, by way of committing possible fraud, dishonesty, and withholding vital information, that are absolutely unacceptable to MES and the MES Mission, Vision, and Company Overview.

Additionally, it should be essentially noted, MES will seek Judicial intervention if you, at any time, disregard or breach any of the terms of contracts you signed with MES.

Best of luck in your future endeavors!!

Genuinely,

Tyriek A. Murphy

Tyriek A. Murphy

Exhibit "H"

LAW OFFICES OF
ALEXANDER M. DUDELSON
26 COURT STREET - SUITE 2306
BROOKLYN, NEW YORK 11242
(718) 855-5100 FAX (718) 624-9552

ALEXANDER M. DUDELSON

OF COUNSEL
LOUIS R. ROSENTHAL
GEORGE H. VALLARIO, JR.

FABIAN G. PALOMINO
(1924 - 2014)

June 20, 2017

Tyriek Murphy
78 Hancock Street
Brooklyn, New York 11216

Re: *Big City Knights*
The Biography of: Cisero "Sonny" Murphy
A World-Class Champion

Dear Mr. Murphy:

As you may recall, I am the attorney for Cisero Murphy, Jr., the author of the above referenced work. It has come to our attention that you plan on selling this work on your website www.murphyentsolutions.com, commencing on July 1, 2017. Please be advised that Big City Knights is the proprietary work of Cisero Murphy, Jr. and you are not authorized to reproduce or profit from same without his consent. It is hereby demand that you cease and desist from the reproduction and sale of said work immediately. This is a good faith effort to avoid prolonged and costly litigation. Failure to abide by this demand will result in an immediate request for judicial intervention.

Thank you.

Sincerely,

Alexander M. Dudelson

AMD:sh

ALEXANDER M. DUDELSON, ESQ.
26 COURT STREET - SUITE 2306
BROOKLYN, NEW YORK 11242

CERTIFIED MAIL

7015 3010 0000 9729 4671

U.S. POSTAGE
PAID
BROOKLYN, NY
11201
JUN 20 17
AMOUNT
$6.59
R2304H109421-24

JUN 20 2017

Murphy Enterprise Solutions, Inc.
P.O. Box 381177
Brooklyn, New York 11238

NIXIE 100 5E 1 0008/04/17
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 11242112381 *1845-10163-20-43

1: 932701033010 30 UNC

Case 1:20-cv-02388-JRC Document 1 Filed 05/27/20 Page 137 of 156 PageID #: 137

Exhibit "I"

Tyriek A. Murphy
Chief Executive Officer
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
(P) (347) 869 - 4396
(E) CEO@murphyentsolutions.com

June 26th, 2017

Alexander M. Dudelson
26 Court Street, Suite 2306
Brooklyn, NY 11242
(P) (718) 855 - 5100
(E) ADESQ@aol.com

RE: MES Stance and Final Status Regarding Cisero K. Murphy Jr

Dear Attorney Dudelson:

I am sending you this correspondence as a courtesy based upon our previous mutual & good standing interactions, and to officially reply to your certified letter sent via USPS.

Enclosed within this envelope, and as attached to the email sent to you on June 23rd, 2017, are two (2) documents in which your client Cisero K. Murphy Jr (Murphy) is fully aware of, however, in which, I am sure that you are not knowledgeable until now. Let's be extremely clear, Murphy is not the typical client and if you give him enough time he will prove to be a liability. It was made exceedingly clear to Murphy, his actions are not suitable under the Murphy Enterprise Solutions (MES) ideology of operational flow.

MES has established a brand in which image and integrity are essential. Murphy adheres to your verbal direction, so naturally, I will present MES stance to you in order to ensure Murphy comprehends. Murphy is restricted from conducting any business under MES image, which means, his restricted access is terminated.

Next, Murphy as no valid claim and/or authority of, or, to the true work and/or title of the book regarding Cisero S. Murphy. The actual **title of my work** is Big City Nights: The Autobiography of the Legendary Cisero Murphy. My work is currently on file with the U.S. Copyright Office, Case # 1-4356919061. Moreover, I have supporting documentation to show history of my journey putting this project together and with Murphy's awareness as a spectator. However, I am not sure what fallacy Murphy has depicted to you, but, I encourage him not to copyright infringe any of my material. To confirm, yes, pre-orders of my book will commence on July 1st, 2017, as scheduled on MES website.

Additionally, Murphy elaborated verbally the litigation against Lillian Murphy was over during the April court appearance. Perhaps I should forward this information, especially the forfeiture contract, over to Lillian's side???

Furthermore, yet most essential, **I will allow Murphy to conclude his case without any interjection**. **However, any, and I mean any, further attempt** to hinder, violate and/or disregard what has been established, especially, in written form, including this document, will result in MES pursuing RJI at full expense to Mr. Murphy. I definitely concur with you to avoid unnecessary litigation, thus, the reason I am writing this response instead of my attorney. I implore you to inform your client, for future reference, to respect business deals made and do not attempt to swindle MES, myself, and/or other parties after they show progress with something that was once considered undo-able or useless from his prospective.

Best of luck to him and his future endeavors!!

Genuinely,

Tyriek A. Murphy

Tyriek A. Murphy

Exhibit "J"

LAW OFFICE OF DAVID H. FAUX, P.C.
1180 AVENUE OF THE AMERICAS, 8TH FLOOR
NEW YORK, NY 10036
855-905-5031
FAX 646-664-1506
Email: davefaux@dhf-law.net
www.dhf-law.net

July 5, 2017

VIA FIRST CLASS POST & EMAIL

Tyriek Murphy
78 Hancock St., Top Floor
Brooklyn, NY 11216
ceo@murphyentsolutions.com

Tyrick Murphy
P.O. Box 381177
Brooklyn, NY 11238
ceo@murphyentsolutions.com

Re: Copyright Infringement of "Big City Nights"
Ten Days for Response

Dear Mr. Murphy,

I represent Mr. Cisero Murphy with respect to his above-referenced intellectual property concerns. Accordingly, all future communications regarding this matter should be directed to my office.

Please have your lawyers contact me, immediately. Until your lawyers contact me, I will assume that you have none.

Pursuant to your dispute with my client over ownership of "Big City Nights," you claimed in a letter to Mr. Dudelson dated June 26, 2017, to have "supporting documentation to show history of my journey putting this project together and with Murphy's awareness as a spectator." Please send that documentation, as well as a copy of the manuscript you are selling. Preferably, you can send those items by overnight courier so that we may resolve, rather than escalate, this dispute. This might be a simple matter: if your manuscript is different from my client's or if you provide irrefutable documentation of your sole authorship of the work in question, then my client and I regroup and discuss whether any claims remain of wrongdoing on your part.

In my possession, I have a handwritten manuscript of a book about Cisero Murphy, Sr. entitled "Big City Nights." This manuscript has editing marks in different handwriting; I also have text messages between you and my client detailing your role in the book as a proofreader or editor. You should know that the law is well settled: proofreading, editing, or even making suggestions do not qualify you as a co-author, much less the sole author, of a creative work.

My investigation reveals that you have submitted a copyright application to the Copyright Office with case number 1-4356919061. Please keep in mind that submitting a completed application does not automatically bestow rights in that work. In fact, even if your application passes muster with the Copyright Office, considering this government agency experiences *Skidmore* rather than

LAW OFFICE OF DAVID H. FAUX, P.C.

Chevron deference with the Second Circuit, should it come to light that you fraudulently submitted another man's work under your name, then you may be adding a federal criminal charge to the list of potential civil claims I give below.

In the meantime, I must demand that you *immediately cease and desist* any and all use of the manuscript, including sales on your website at URL (http://www.murphnettifashions.mybigcommerce.com/big-city-nights-the-biography-of-the-legendary-cisero-murphy-pre-order-special/). Distribution of a book—if substantially similar to my client's—will render you vulnerable to liability for statutory damages up to $150,000 per infringement plus attorney's fees. You may also be vulnerable to claims of conversion, unjust enrichment, false designation of origin, common law unfair competition, and, pursuant to New York General Business Law §§ 349-50, unfair competition, deceptive acts and practices, false advertising, and consumer fraud.

In your June 26 letter, you state, "However, any, and I mean any, further attempt to hinder, violate and/or disregard what has been established, especially, in written form, including this document, will result in MES pursuing RJI at full expense to Mr. Murphy." While this sentence is borderline incoherent, it also expresses a profound ignorance of the law and the way courts work. It is very important that you discuss your situation with attorneys to avoid filing a frivolous lawsuit that results in both you and your father paying a bunch of money to lawyers. Of course, I am not in a position to advise you and I feel at ease in the courtroom and the boardroom, alike.

Please contact us or have your attorneys contact us within the next ten (10) business days. Provided that you are cooperative, we are prepared to believe that your adoption of any infringing material was unintentional. However, you have now been apprised of my client's rights and his intention to enforce them to the fullest extent of the law. Consequently, any continued use of an infringing manuscript will be deemed willful infringement at which point my client and I will be obliged to explore further options, including litigation, on what we believe to be a firm factual and legal footing. I look forward to hearing from you before then.

Nothing contained herein shall constitute an admission of any kind whatsoever, nor shall it constitute a waiver of any rights or remedies at law, in equity, or otherwise all of which are hereby expressly reserved.

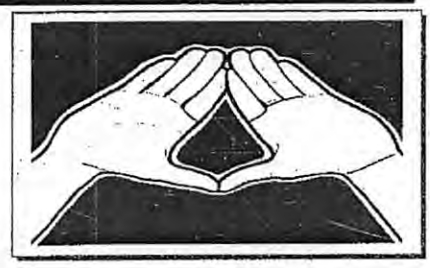
Very truly yours,

LAW OFFICE OF DAVID H. FAUX, P.C.

DAVID H. FAUX

cc: Cisero Murphy, Jr. (via E-Mail)

Exhibit "K"



Tyriek A. Murphy
Chief Executive Officer
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
(P) (347) 869 - 4396
(E) CEO@murphyentsolutions.com

July 7th, 2017

David H. Faux
1180 Avenue Of The Americas, 8th Floor
New York, NY 10036
(P) (855) 905 - 5031
(E) davefaux@dhf-law.net

RE: Cease and Desist, MES Stance, and Final Status Regarding Cisero K. Murphy Jr

Dear Attorney Faux,

I have received your request via email on July 5th, 2017. I immediately responded via email on July 6th, 2017 and sent this response certified mail on July 7th, 2017 in regards to my work entitled *Big City Nights: The Biography of the Legendary Cisero Murphy*. I can ascertain Attorney Alexander M. Dudelson forwarded/referred this matter over to you for your expertise. As I told Dudelson based upon our mutual interaction, and as I will relate to you, I will afford you this one-time courtesy.

I provided sufficient documentation in the certified letter I sent to Dudelson, which should have been forwarded to you, in regards to Cisero K. Murphy Jr (CM). The documentation sent to me by Dudelson of CM 's claimed work was an edited title version of my work (see attachment). In good faith, I provided the U.S. Copyright case number to support my work being protected. I am fully aware of the handwritten documents CM has in his possession as he took dictation from me during the period my computer was not functional. At the end of each dictation, I reviewed and revised, or edited, my work. When I uncovered (In February 2017) what CM was attempting to do (steal my work) I gave him plenty of time to cease his devious action(s). I, as well, have text messages in which your client acknowledged me formulating the title of this book and claims to not have printed out my work. Naturally, if you have text messages from CM, please tell him to show you all the messages and not just the ones to strengthen his felonious claim. It is this major facet which led to the termination of his restricted access within Murphy Enterprise Solutions (MES). To reiterate, MES and myself stance regarding CM restricted access is final.

Additionally, I will not continue to furnish documentation CM is already aware of and/or have no right to, so that the both of you can attempt to utilize it to argue a pointless stance by CM. What has been attached is the only overwhelming courteous proof I am going to

freely submit in this matter. Provide me with proof to support his claim of being the author of Big City Nights... You claim to have investigated my U.S. Copyright case number, then you should know exactly when it was filed, so naturally, any proof submitted to me on CM behalf should be before that time-frame to help attempt the support of his claim.

Moreover, despite my not conducting business in the field of law, there is no ignorance on my behalf regarding written documentation. As attached, is the ***Forfeiture Contract*** (FC) signed, printed, and dated by CM, while in the presence of a legal notary official. This document clearly states CM releases all rights and/or claims regarding Cisero Sr. including intellectual property. Essentially to note in the FC, CM would be legally responsible for any expenses incurred including legal fees as a result of his violating the contract. There is nothing incoherent and/or confusing about the FC and/or what was expressed in the communication sent to Dudelson, restating points of the FC, and again in this documentation to you, even the novice non-legal mind can depict and concur.

Furthermore, I deeply appreciate the brief "crash course" refresher on current legal statues. However, it is irrelevant to me and should be elaborated to your client with great detail, considering your client is a convicted felon on active lifetime parole, because your client has no valid claim and/or legal standing, again refer to the FC and attached documents. I implore you, as I did Dudelson, to relate to your client **any, and I say again, any further attempt** to hinder, disregard, and/or violate what has been established/submitted officially and/or officially in written form will result in MES and/or myself pursuing Judicial intervention or RJI as legal minds refer to it. You are the second, **and the last**, attorney in which I am going to elaborate this matter to regarding MES and/or myself position.

Finally, I will not bother giving a deadline for CM submission of proof, regarding Big City Nights..., to me because it is clear based upon this request for me to release information and this matter even being referred to you, he has no case and/or legitimate information to provide. I will send this documentation via certified mail, but any communication thereafter will be by email, as I am not going to continue paying for postage to officially response to ridiculous attempts by CM to negate established official stances.

Best of luck to him and his future endeavors!!

Genuinely,

Tyriek A. Murphy

Tyriek A. Murphy

Exhibit "L"

LAW OFFICES OF
ALEXANDER M. DUDELSON
26 COURT STREET - SUITE 2306
BROOKLYN, NEW YORK 11242
(718) 855-5100 FAX (718) 624-9552

OF COUNSEL
LOUIS R. ROSENTHAL
GEORGE H. VALLARIO, JR.

FABIAN G. PALOMINO
(1924 - 2014)

September 12, 2017

Tyrick Murphy
78 Hancock Street
Brooklyn, New York 11216

Re: *Big City Knights*
The Autobiography of: The Legendary Cisero "Sonny" Murphy

Dear Sir/Madam:

I am the attorney for Cisero Murphy, Jr., the author of the above referenced work. It has come to our attention that you plan on selling this work on your website www.murphyentsolutions.com, commencing on July 1, 2017. Please be advised that Big City Knights is the proprietary work of Cisero Murphy, Jr. and you are not authorized to reproduce or profit from same without his consent. It is hereby demand that you cease and desist from the reproduction and sale of said work immediately.

In addition, Cisero Murphy, Jr. does not authorize you to write any book concerning him, produce any autobiography about him, or use his likeness, name or any photographs of him in connection with any such work. Cisero Murphy, Jr. Hereby revokes any prior consent or authorization permitting the use of his image, name, or likeness in connection with any publication concerning him. This is a good faith effort to avoid prolonged and costly litigation. Failure to abide by this demand will result in an immediate request for judicial intervention.

Thank you.

Sincerely,

Yehuda Farkas, Esq.
Of Counsel

AMD:sh

Exhibit "M"

Daniel Angel
Partner
Direct: +1 212.351.2329
Fax: +1 212.351.6229
DAngel@gibsondunn.com

CONFIDENTIAL

July 2, 2018

VIA UPS

Tyriek Murphy
78 Hancock Street
Brooklyn, NY 11216

Re: Complaint Concerning *Big City Nights: A Biography of the Legendary Cisero Murphy*

Dear Mr. Murphy:

I write on behalf of Cisero Murphy, Jr. ("Cisero Murphy"), sole author of *Big City Nights: A Biography of the Legendary Cisero Murphy* ("Big City Nights") and sole owner of its copyrights. *See* Copyright Reg. Nos. TXu002053010 and TXu002060114, attached hereto. As I am sure you are aware, Cisero Murphy registered these copyrights in *Big City Nights* with the U.S. Copyright Office on June 15, 2017 and July 3, 2017, respectively, and his copyrights in the title remain valid and enforceable.

It has come to our attention that you are attempting to profit off of Cisero Murphy's work by selling *Big City Nights* on, among other places, your websites, Booktopia, Barnes and Noble, eBay and Amazon at the following links:

- https://murphyentsolutions.com/
- http://www.murphnettifashions.mybigcommerce.com/big-city-nights-the-biography-of-the-legendary-cisero-murphy/
- https://www.booktopia.com.au/big-city-nights-mpa-tyriek-a-murphy/prod9781480947849.html
- https://www.barnesandnoble.com/w/big-city-nights-tyriek-a-murphy-mpa/1127202677?type=eBook
- https://www.ebay.com/p/Big-City-Nights-The-Biography-of-the-Legendary-Cisero-Murphy-by-Tyriek-A-Murphy-2017-Paperback/239661549
- https://www.amazon.com/Big-City-Nights-Biography-Legendary/dp/1480947849

The posting of *Big City Nights* for sale in such places is not authorized by Cisero Murphy, his agents, or the law. Accordingly, this conduct constitutes a violation of United States Copyright law. *See* 17 U.S.C. § 101, *et seq*. In particular, the Copyright Act provides that Cisero Murphy has the "exclusive" right to authorize all reproductions of *Big City Nights*, to distribute copies of *Big City Nights*, and to publicly display *Big City Nights*. Id. § 106. This

conduct violates all three of these exclusive rights, rendering you liable for copyright infringement under Section 501 of the Copyright Act, and subjecting you to injunctive relief, as well as potential liability for actual damages, disgorgement of profits, or statutory damages to be assessed by a court of competent jurisdiction. 17 U.S.C. §§ 502, 504. As demonstrated by evidence of your direct knowledge that Cisero Murphy Jr. was writing *Big City Nights*, there is no question that your unlawful infringement was willful, subjecting you to additional civil and criminal penalties. Cisero Murphy has undertaken significant investments in his intellectual property and takes your blatant violations of his copyright in *Big City Nights* extremely seriously.

Accordingly, on behalf of Cisero Murphy, we demand that you:

1. Immediately take down *Big City Nights* from your website and cease all reproduction, sale, distribution and display of the work, pursuant to the Digital Millennium Copyright Act, 15 U.S.C. § 512;

2. Provide an accounting of how many copies of *Big City Nights* were purchased via each venue and the price of each copy sold; and

3. Compensate Cisero Murphy for the injuries he has already suffered and any profits you have unlawfully obtained from your unauthorized use of his work.

At a minimum, we believe that it would be appropriate for you to pay $750, representing the statutory minimum for damages caused by willful infringement (17 U.S.C. § 504), multiplied by the number of copies of *Big City Nights* that you have sold.

If you are prepared to cooperate, please sign the below acknowledgment and return a copy of this letter, along with an accounting of the copies sold, to me within ten days. Should you fail to honor these demands, we are prepared to take appropriate steps to protect and enforce Cisero Murphy's rights, including, but not limited to, seeking the maximum amount of damages allowable under the Copyright Act, injunctive relief, costs, attorneys' fees, and other remedies available at law.

The information in this notification is accurate, and, under penalty of perjury, I am authorized to act on behalf of Cisero Murphy, the owner of the copyright that is being infringed. This letter is not intended to be a complete recitation of all relevant facts and is sent without prejudice to any of Cisero Murphy's rights, all of which are expressly reserved.

Sincerely,

Daniel Angel

ACKNOWLEDGMENT:

I agree immediately to cease and desist from any further reproduction, distribution or display of *Big City Nights: A Biography of the Legendary Cisero Murphy* (Copyright Reg. Nos. TXu002053010 and TXu002060114). I agree to take all steps necessary to remedy my unauthorized reproduction, distribution, and display of this work, including but not limited to:
(1) removing this work from the website associated with Murphy Enterprise Solutions LLC;
(2) providing an accounting of all sales of this work; and
(3) providing appropriate compensation to its owner, Cisero Murphy.

Agreed to and accepted by:

_____ _____

Signature Date

Name: Tyriek Murphy

Exhibit "N"

Murphy Enterprise Solutions

Tyriek A. Murphy
Chief Executive Officer
Murphy Enterprise Solutions
P.O. Box 381177
Brooklyn, NY 11238
(P) (347) 869 - 4396
(E) CEO@murphventsolutions.com

July 16, 2018

Daniel Angel
Partner
Gibson, Dunn, & Crutcher LLP
200 Park Avenue
New York, NY 10166
(P) (212) 351 - 2329
(E) DAngel@gibsondunn.com

RE: MES Stance and Final Status Regarding Cisero K. Murphy Jr

Dear Attorney Daniel Angel,

I am Tyriek A. Murphy, sole Owner and Chief Executive Officer of Murphy Enterprise Solutions, LLC (MES). I have already sent this correspondence via email on July 13th, 2018. This letter is an official response to your July 3rd letter, in which was received on July 9th by FedEx, and, most essentially, as a one-time courtesy to you to ensure you have the entire facts and not the felonious accounts of your client Cisero K. Murphy, Jr. (CM). I will not have any form of harsh feelings towards you, because your simply earning quite possibly the easiest fee ever by taken CM retainer fee. CM, as I have told the other two attorneys (Attorney Dudelson & Attorney Faux, both CC'd via email) before you, is a "special" client.

First, I will forward all of the emails to you that have been established between CM's attorneys and myself regarding a merit-less attempt by your client to gain from my actual work. **AT NO POINT**, has there ever been an agreement between CM and I in which states we would be partners of MES or of any sort. All the documentation (including phone text messages) you should have, or will have based upon me sending it to you, clearly enforces that stance and/or CM awareness as to my work. This document in which you have label as "Exhibit C" is a falsified document fabricated by either CM and/or his designee. For obvious reasons, simply observe the grammar, punctuation, and/or context in this email vs. the document alleged to be written by me. Additionally, none of my actual letterheads ever have the logo image that large. Next, the signature (my alleged signature), which was copied and pasted onto Exhibit C came from the official response I gave Attorney Dudelson dated June 26th, 2017, regarding CM's first attempt to challenge me regarding my work. Lastly, yet extremely imperative, if CM had this document, dated October 11th, 2016, that proves my alleged awareness then why

wasn't Attorneys Dudelson and/or Faux made aware and this copy provided to me, as all the other evidence CM claimed, in their initial notifications to myself??

Second, the attached documents verify all that was or all that is between CM and MES & myself. Furthermore, should RJI be warranted, I would have my legal advisors subpoena Attorneys Dudelson and Faux to exclusively answer whether they ever seen or were given any document as, or closely related, to Exhibit C?? Keeping in mind of all Discovery statues and The Crime-Fraud Exception of Attorney Client Privilege, I do not believe Attorneys Dudelson or Faux would engaged in unethical conduct, losing their honor to practice law, for a convicted felon. **TO BE CLEAR**, MES and I stance regarding CM is final. The demand requested by yourself on behalf of CM is not only invalid but will be completely ignored. It was made very clear to CM, because it was expressed to his two attorneys before you, any further attempts to hinder, disregard, and/or violate what has been established officially and/or established officially in written form would result in litigation that CM would be financially responsible.

Finally, since it seems CM has excess amounts of capital, based upon his ability to retain three different attorneys, from different law firms, it is my demand that CM render a annoyance fee of $6,500.00 US Dollars by Bank Certified Check or US Postal Money Order and made payable to Murphy Enterprise Solutions with a notarized apology letter for the inconvenience caused to MES and myself and to refrain from any further attempts to pursue ridiculous litigation and/or the slander of MES and/or myself, within seven (7) business days from Tuesday July 17th, 2018.

ESSENTIAL TO NOTE: Should CM fail to adhere to my demand, it will be my full intent to have my legal team file Civil charges for Harassment, Slander, and Copyright Infringement, with credit from Exhibits A & B, and a notarized letter upon request from Andre Smith in which CM spoke to him on or around September 1st, 2017 in which he slandered my character. As well as Criminal charges pursuant under Article(s) 165, 170, and/or 190 of the NY Penal Law, with credit to Exhibit C, and any other applicable Penal Code. I implore you, Attorney Angel, as I did Attorneys Dudelson & Faux, inform your client he has no merit and it is STRONGLY in his best interest to meet my demand by July 26th, 2018 (which is seven (7) business days from July 17th, 2018). As it would be a disservice to himself being in jeopardy of incarceration after being discharge from NYS Parole in September of 2017.

Genuinely,

Tyriek A. Murphy

ATT: PRO-SE OFFICE

USMS

NEW CASE