

Producers of the Documentary "Loyalty No Royalty," have filed a lawsuit against former Tony! Toni! Ton'e! band members

Former members of the 90's R&B Group Tony! Toni! Ton'e! sue remaining members for fraud and theft of advances and royalties.

Oakland, Jul 10, 2020 (IssueWire.com) - Fired members of the R&B band Tony! Toni! Ton'e! have sued the remaining members for fraud and theft of advance and royalty money earned before their firing; a fact that was intentionally and fraudulently concealed by the remaining band members in order to split the fired members' earnings between themselves.

Elijah Baker, Antron Haile, and Carl Wheeler have sued their former band mates, D'wayne Wiggins, Raphael Saadiq aka Charlie Ray Wiggins (brother of D'Wayne Wiggins) and Timothy Chistian Riley for fraudulent conduct in their failure to inform and pay advances and royalties earned pursuant to two (2) contracts (recording and publishing) executed by all the band members in August of 1989.

Mr. Baker alleges that he never received any royalties or advances for the double platinum album, "The Revival," an album that he is listed as a featured artist and band member; as was Antron Haile and Carl Wheeler. The Revival was the band's second album released; but the first album released after the Plaintiffs were added to the band pursuant to the two (2) contracts each signed contemporaneously with each other in Oakland California with Polygram Records.

Mr. Baker and the other Plaintiffs believe that because D'Wayne, Raphael and Timothy fired the band's long time manager Carlos Stanfield and its attorney, Barry K. Rothman, Esq., (deceased), who served as the band's "Grantor and Promissor" in the contracts with Polygram Records, they were left without any representation. These two (2) people were essential in solidifying the contracts with Polygram but were forced out by the Defendants in this case without the Plaintiffs' knowledge or participation. Defendants took over his (Rothman's) duties as their (Plaintiffs') Grantor and controlled every aspect of the band and its destiny. This move essentially placed (Plaintiffs) in a subordinate and vulnerable position under the contracts and at their (Defendants') mercy. Plaintiffs have alleged that through Defendants assumption of Mr. Rothman's duties, as the band's Grantor (and promissor) and thus their fiduciary, they had the duty to inform them about money they were owed and to pay it to them.

Plaintiffs in this case have brought numerous causes of action including fraudulent concealment, fraudulent interference with third party beneficiary rights under a contract and breach of fiduciary duty (Constructive Fraud).

Defendants have denied all claims made by Plaintiffs despite SoundExchange Inc. acknowledging Plaintiffs' rights under the contracts to receive revenues earned regarding "The Revival."

LAW OFFICE OF DEJON R LEWIS

dalaw@prodigy.net

805 658-1225

1655 Mesa Verde Ave, Ste. 120, Ventura, CA 93003

Source : 9-0 Really Tho Publishing

[See on IssueWire](#)