

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

GOLDBERG & RIMBERG, PLLC,

Plaintiff,

-against-

CASH MONEY RECORDS, INC.,

Defendant.

Index No.:

Date Purchased:

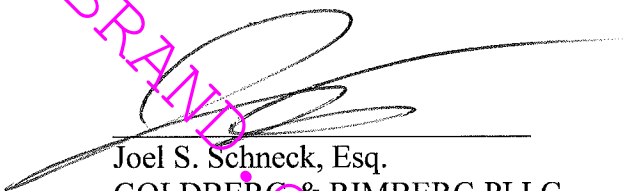
SUMMONS

Plaintiff designates New York
as the place of trial.

To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's Attorney within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
March 31, 2014


Joel S. Schneck, Esq.
GOLDBERG & RIMBERG PLLC
Plaintiff Pro Se
115 Broadway, Suite 302
New York, New York 10006
(212) 697-3250

Defendant's Address:

Cash Money Records, Inc.
C/o Phelps Dunbar LLP
365 Canal Street, Ste. 2000
New Orleans, LA 70130

Mailing Address:

P.O. Box 871930
New Orleans, LA 70187

Notice: The nature of this action is breach of contract, account stated, unjust enrichment and quantum meruit

The relief sought is \$42,144.61 plus interest from March 10, 2010

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

GOLDBERG & RIMBERG, PLLC,

Plaintiffs,

-against-

CASH MONEY RECORDS, INC,

Defendants.

Index No.:

VERIFIED COMPLAINT

Goldberg & Rimberg, PLLC, *Pro Se*, as and for its Verified Complaint against Cash Money Records, Inc., alleges:

The Parties

1. Plaintiff, Goldberg & Rimberg, PLLC ("Plaintiff" hereinafter), is a legal Professional Limited Liability Corporation, organized and existing under the laws of the State of New York, with its principal place of business located at 115 Broadway, Suite 302, New York, New York.

2. Upon information and belief, Defendant CASH MONEY RECORDS, INC. ("Cash Money" or "Defendant" hereinafter) is a business corporation organized and existing under the laws of the State of Louisiana.

3. At all times relevant herein, Cash Money has been a record label in the music industry.

Facts

4. In or about March 2008, Plaintiff was retained to represent Cash Money in the then pending actions in the United States District Court for the Southern District of New York, entitled *Merlin Bobb v. Cash Money Records, Inc.*, Docket number 06 Civ. 14221 and *Cash Money Records, Inc. v. BCD Group, et. al.*, Docket number 08 Civ. 8704 (MGC) and in any and all related matters, including necessary and resulting litigation arising therefrom.

5. The retention of Plaintiff followed a series of meetings and/or conversations between the Defendant and Plaintiff, during which Defendant represented and agreed that any fees and expenses incurred by Plaintiff on behalf of Defendant would be paid when due.

6. Pursuant to the agreement with the Defendant, Plaintiff undertook to represent Defendant in several litigation matters and negotiations regarding the unauthorized distribution and sales of Defendant's artists.

AS AND FOR A FIRST CAUSE OF ACTION

7. Plaintiff repeats and re-alleges the pleadings contained in paragraphs 1 through 6 above as if set forth fully herein.

8. Pursuant to the agreement between the parties, Plaintiff diligently provided appropriate legal services to the Defendant in the litigations and other related matters.

9. Pursuant to the agreement between Plaintiff and the Defendant, Plaintiff invoiced the Defendant for the monies owed to Plaintiff.

10. There remains due and owing from the Defendant to Plaintiff the amount of \$42,144.61 for services rendered and out-of-pocket disbursements.

11. Despite due demand, and without any fault of the part of Plaintiff, Defendant has breached its agreement by failing to pay for the services rendered by Plaintiff.

12. By reason of Defendant's breach, Plaintiff has been damaged in the amount of \$42,144.61, plus interest thereon from March 10, 2010.

AS AND FOR A SECOND CAUSE OF ACTION

13. Plaintiff repeats and re-alleges the pleadings contained in paragraphs 1 through 12 above as if fully set forth herein.

14. That Plaintiff, pursuant to the agreement with Defendant, did provide good and valuable legal services in good faith to the Defendant herein.

15. That the Defendant accepted the legal services provided to it by Plaintiff.

16. Pursuant to the agreement with Defendant, Plaintiff had an expectation to be compensated for the legal services it rendered to Defendant:

17. Plaintiff provided Defendant with an accounting of all the time and amounts expended in the litigations and other related matters and detailed the amounts owed to Plaintiff for the services provided.

18. That Defendant has failed to make full payment to Plaintiff for the legal services rendered on its behalf.

19. The reasonable value of said services provided which remain unpaid is \$42,144.61.

20. By reason of Defendant's breach, the Defendant should be required to pay Plaintiff the balance of the services rendered to it, under the theory of quantum meruit.

AS AND FOR A THIRD CAUSE OF ACTION

21. Plaintiff repeats and re-alleges the pleadings contained in paragraphs 1 through 20 above as if fully set forth herein.

22. On a regular basis, Plaintiff provided Defendant with an accounting of all time and amounts expended on behalf of Defendant and detailed the amounts owed to Plaintiff on account of the services provided.

23. Plaintiff's Statements of Account were received by the Defendant in the regular course of business and Defendant never objected to same.

24. By reason of the actions as set forth herein above, an account has been stated in the amount of \$42,144.61, which sum remains due and owing by the Defendant to Plaintiff.

AS AND FOR A FOURTH CAUSE OF ACTION

25. Plaintiff repeats and re-alleges the pleadings contained in paragraphs 1 through 24 above as if fully set forth herein.

26. Plaintiff has provided good and valuable services to the Defendant for which Plaintiff has not been fully paid.

27. The reasonable value of said services provided which remain unpaid is approximately \$42,144.61.

28. As a result of Defendant's failure to fully pay Plaintiff, a benefit has been conferred upon the Defendant.

29. Without making full payment to Plaintiff, the Defendant will obtain that benefit without adequately compensating Plaintiff.

30. If the Defendant is not required to pay Plaintiff the reasonable and true value of the services rendered, it will be unjustly enriched.

WHEREFORE, Plaintiff demands Judgment against the Defendant awarding to it the following relief:

- a. On the First Cause of Action, damages in the amount of \$42,144.61 plus all applicable pre and post-judgment interest and attorneys' fees;
- b. On the Second Cause of Action, in the amount of \$42,144.61 plus all applicable pre and post-judgment interest and attorneys' fees;
- c. On the Third Cause of Action, in the amount of \$42,144.61 plus all applicable pre and post-judgment interest and attorneys' fees;
- d. On the Fourth Cause of Action, in the amount of \$42,144.61 plus all applicable pre and post-judgment interest and attorneys' fees; and

e. For such other and further relief as to this Court seems just and proper.

Dated: New York, New York
March 31, 2014

GOLDBERG & RIMBERG PLLC



By: Joel S. Schneck, Esq.

Plaintiff Pro Se

115 Broadway, Suite 302
New York, New York 10006
(212) 697-3250

VERIFICATION

STATE OF NEW YORK }

SS.:

COUNTY OF NEW YORK }

Joel S. Schneck duly affirms and says:

I am a member of the law firm of Goldberg & Rimberg PLLC, the Plaintiff in the within action and I fully familiar with the facts and circumstances of this action; I have read the foregoing Complaint, know the contents thereof and verify that the same are true to my own knowledge, except as to the matters therein which are stated to be alleged on information and belief and, as to those matters, I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the books and records of the law firm and conversations with other attorneys of the law firm.

Affirmed to before me this
21st day of March, 2014

Joel S. Schneck

NOTARY PUBLIC

DINA ELBERG
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01EL6109049
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES APRIL 26, 2016

Index No.

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

-----X
GOLDBERG & RIMBERG PLLC,

Plaintiff,

-against-

CASH MONEY RECORDS, INC.,

Defendant.
-----X

SUMMONS AND VERIFIED COMPLAINT

GOLDBERG & RIMBERG, PLLC

Plaintiff Pro Se

115 Broadway, 3rd Floor

New York, New York 10006

(212) 697-3250