

**MAR. 27, 2008**

STEVEN M. LARIMORE  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - MIAMI

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT  
FLORIDA, FT. LAUDERDALE DIVISION**

**SUPAFLY ENTERTAINMENT INC.** )  
**d/b/a SUPAFLY MUSIC, INC.,** )  
) )  
**Plaintiff,** )  
) )  
**v.** )  
) )  
**IM MUSIC, INC., A New Jersey** )  
**Corporation, LONDELL SMITH and** )  
**MARGO SIMMS,** )  
**Defendants.** )

CASE NO. \_\_\_\_\_

**08-60440-Civ-ZLOCH/SNOW**

**COMPLAINT**

Supafly Entertainment Inc. d/b/a Supafly Music, Inc. ("Supafly") for its Complaint against Defendants IM Music, Inc. ("IM"), Londell ("Nikko") Smith and Margo Simms ("Simms"), alleges:

1. This is an action for: (a) copyright infringement in violation of the Copyright Law, 17 U.S.C. §§501, et. seq.; (b) breach of contract; (c) fraudulent inducement; and (d) injunctive relief, all of which activities have occurred in this District and elsewhere in interstate commerce.

**The Parties**

2. Supafly is a Florida corporation with its principal place of business in Sunrise, Florida. Norman Brodeur ("Brodeur") is the majority owner and president Supafly.

3. IM is a New Jersey corporation with principal place of business in Maplewood, New Jersey. IM's registered agent is Clyde L. Otis, III, Esq., 432

Ridgewood Road, Maplewood, New Jersey 070404. Nikko owns or otherwise controls IM.

4. Nikko is a citizen of New York who resides in Brooklyn, New York. Nikko and Simms are the artists that comprise the musical group, Test Drive.

5. Simms is a Canadian national who resides in Brooklyn, New York. Simms is the lead performer of Test Drive.

#### **Jurisdiction and Venue**

6. Subject matter jurisdiction for the claims of copyright infringement is proper in this Court pursuant to 28 U.S.C. § 1331 and 17 U.S.C. § 501. Supplemental jurisdiction for other claims is proper in this Court pursuant to 28 U.S.C. § 1367 because these claims form part of the same case or controversy as the claims under the Copyright Act.

7. This Court has personal jurisdiction over the Defendants pursuant to, *inter alia*, Fla. Stat. §§ 48.193(1)(b), (g) because the Defendants made fraudulent misrepresentations in Florida and breached a contract in Florida.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial portion of the acts complained of herein were committed by the Defendants within this District.

#### **The Joint Venture Agreement**

9. In April 2007, Tim ("Dawg") Patterson contacted Norman Brodeur ("Brodeur") and informed him of a musical act called Test Drive. Test Drive had created a single known as "Supafine" and four other tracks.

10. Dawg arranged a meeting among Brodeur, Nikko and Simms.

11. At the meeting, Nikko represented to Brodeur that IM had entered in to an exclusive artist agreement with Simms and Test Drive. Simms did not disclaim Nikko's representation.

12. Based upon Nikko's representation concerning the exclusive artist agreement with Simms and Test Drive, on or about April 14, 2007 and while in Broward County, Florida, Supafly and IM entered into a Joint Venture Agreement Memorandum (the "JVA"), a copy of which is attached hereto as Exhibit "A."

13. The JVA represented that IM possessed an exclusive artist agreement with Test Drive.

14. The JVA provides that copyright in the recordings of Test Drive are owned by Supafly in perpetuity (the "Recordings").<sup>1</sup>

15. Also pursuant to the terms of the JVA, a undivided interest of 50% of the copyright in the underlying musical compositions ("Musical Compositions") of Test Drive were conveyed to Supafly. Applications for the copyrights for the Musical Compositions are pending.

16. Generally, the JVA obligated Supafly to finance Test Drive in exchange for assignment by IM of their purported exclusive artist agreement with Test Drive and all the Recordings and a 50% undivided interest in the Musical Compositions.

<sup>1</sup> The Recordings include the following:

Song Title	Copyright Registration Number
I'm On One	SRu0000868892
Dove Rain	SRu0000868895
Supafine	SRu0000868890
Karma	SRu0000868887
Ordinary Girl	SRu0000868891
Runaway Girl	SRu0000868894
Test Drive Me Crazy	SRu0000868888
Body Shots	SRu0000868893

17. The JVA also contained an Artist Inducement Letter pursuant to which Simms and Nikko represented to Supafly that they entered to an exclusive artist agreement with IM and that, in the event of default by IM, Simms and Nikko agreed to render exclusive services directly to Supafly, including as solo artists.

18. In the Artist Inducement Letter, Simms and Nikko also granted the venture publications rights concerning, among other things, their likenesses and biographical material.

19. Supafly financed Test Drive's operation per the JVA and paid for production, songwriters, studio time, photo shoots, promotion, website development, clothes, rent for Simms, and other items for a total of \$596,298.71. A spreadsheet listing all of Supafly's expenditures for the benefit of Test Drive is attached hereto as Exhibit "B."

20. IM, Nikko and Simms knowingly accepted the benefits delineated in Exhibit B.

21. Supafly received the Recordings and Musical Compositions.

22. Supafly also hired promoters and the single "Supafine" was marketed to select radio stations in New York City and Miami. A Miami station played the song extensively and a promoter secured the attention of Universal Republic Records ("Universal") with regard to a proposed exclusive recording agreement.

23. In a letter dated November 7, 2007 from Universal to Supafly (attached hereto as Exhibit "C"), Universal proposed a lucrative recording, manufacturing, distribution and licensing agreement for Test Drive.

24. Without Supafly's consent, IM terminated Dawg as Test Drive's manager and instead retained Tim Draper ("Draper"). Draper thereafter engaged Tim Mandelbaum, Esq. ("Mandelbaum") as counsel to Test Drive without Supafly's permission.

25. Mandelbaum refused to agree to Universal's proposed contract on the pretext that Test Drive was entitled to better terms.

26. The actual reason why Mandelbaum refused to agree to Universal's proposed contract is that IM did not actually possess an exclusive artist agreement with Test Drive. Moreover, Simms and Nikko sought to cut Supafly out and ink a deal directly with Universal. In that regard, Simms and Nikko attempted to strike a side deal with Universal.

27. Mandelbaum's "strategy" backfired. Universal maintained that the single had peaked and it refused to pay for a played out record. Therefore, in late November 2007, Universal rescinded its contract proposal.

28. Nevertheless, Supafly had arranged performances in Miami and was about to pay for Test Drive to live there all winter, but Simms and Nikko refused to return Brodeur's calls.

29. The Recordings are being played at the My Space Music website for Test Drive without the permission of Supafly.

30. Upon information and belief, Test Drive recently performed the Recordings and Musical Compositions in Miami without Supafly's permission.

31. IM, Simms and Nikko repudiated the JVA.

32. Supafly discovered that IM never has had an exclusive artist agreement with Test Drive, Nikko or Simms.

33. All conditions precedent to the filing of this action have been satisfied or waived.

**COUNT I - COPYRIGHT INFRINGEMENT OF RECORDINGS  
(all Defendants)**

34. Supafly repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

35. The JVA provides that copyright in the Recordings are owned by Supafly in perpetuity.

36. Supafly owns the copyright in each of the Recordings, including the right to make copies thereof.

37. Defendants made copies of the recordings without permission of Supafly.

38. Supafly suffered damages as a result of such copying.

39. Supafly is entitled to an injunction against further copying.

WHEREFORE, Supafly respectfully requests that the Court enter a judgment on behalf of Supafly enjoining the Defendants from infringing of the copyrights for the Recordings, for all of its actual damages, lost profits attributable to copyright infringement, maximum statutory damages permitted under the Copyright Act, other damages awardable under 17 U.S.C. § 504, costs and attorneys' fees pursuant to 17 U.S.C. § 505, interest and such other relief that the Court deems just and proper.

**COUNT II - COPYRIGHT INFRINGEMENT OF THE MUSICAL  
COMPOSITIONS  
(all Defendants)**

40. Supafly repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

41. Pursuant to the terms of the JVA, a undivided interest of 50% of the copyright in the Musical Compositions were conveyed to Supafly.

42. As such, Supafly owns an undivided interest in each copyright in each of the Musical Compositions.

43. Supafly owns the copyright in each of the Musical Compositions, including the right to publicly perform and to make copies of each Musical Composition. Applications for copyright registration for each Musical Composition were filed on an expedited basis on March 19, 2008.

44. Defendants, without Supafly's permission, authorized the public performance and copying of each of the Musical Compositions.

45. Supafly owns the exclusive right to authorize the public performance and copying of each of the Musical Compositions, to the extent of Supafly's ownership.

46. Defendant infringed Supafly's exclusive rights under the copyrights.

47. Plaintiff suffered damages as a result of Defendants' actions.

48. Supafly is entitled to an injunction against any further violations of Supafly's copyrights.

WHEREFORE, Supafly respectfully requests that the Court enter a judgment on behalf of Supafly enjoining the Defendants from infringing of the copyrights for the Musical Compositions, for all of its actual damages, lost profits attributable to copyright

infringement, maximum statutory damages permitted under the Copyright Act, other damages awardable under 17 U.S.C. § 504, costs and attorneys' fees pursuant to 17 U.S.C. § 505, interest and such other relief that the Court deems just and proper.

**COUNT III -BREACH OF CONTRACT  
(as to IM)**

49. Supafly repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

50. This is a claim for breach of contract.

51. The JVA is an enforceable contract between Supafly and IM.

52. IM breached the JVA by not delivering the exclusive artist agreement to Supafly, by allowing Test Drive's recordings to be played on My Space without Supafly's permission and by allowing Test Drive to perform without Supafly's permission.

53. IM further breached the JVA by preventing the venture from securing a lucrative contract with Universal.

54. As a result of IM's breaches of the JVA, Supafly has suffered substantial damages including its \$596,298.71 of expenditures in furtherance of the JVA and its lost profits from its failure to secure a contract with Universal.

WHEREFORE, Supafly respectfully requests that the Court enter a judgment on behalf of Supafly for \$596,298.71 plus its lost profits from the failure to secure a contract with Universal and award Supafly interest and such other relief that the Court deems just and proper.



**COUNT IV -BREACH OF CONTRACT  
(as to Simms and Nikko)**

55. Supafly repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

56. This is a claim for breach of contract.

57. Simms and Nikko entered into an enforceable contract with Supafly pursuant to which Supafly financed Test Drive in exchange for the exclusive artist rights of Simms and Nikko, including both the rights to Test Drive and their solo careers.

58. Simms and Nikko breached the contract by allowing Test Drive's recordings to be played on My Space without Supafly's permission and by performing without Supafly's permission.

59. Simms and Nikko further breached the contract by preventing Supafly and the venture from securing a lucrative contract with Universal.

60. As a result of Simms' and Nikko's breaches of the their contract with Supafly, Supafly has suffered substantial damages including its \$596,298.71 of expenditures in furtherance of the Test Drive, Simms and Nikko and its lost profits from its failure to secure a contract with Universal.

WHEREFORE, Supafly respectfully requests that the Court enter a judgment on behalf of Supafly enjoining Test Drive, Nikko and Simms from rendering artistic services without Supafly's consent together with \$596,298.71 plus its lost profits from the failure to secure a contract with Universal and award Supafly interest and such other relief that the Court deems just and proper.

**COUNT V- FRAUDULENT INDUCEMENT  
(as to all defendants)**

61. Supafly repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

62. This is an action for an fraudulent inducement against IM, Simms and Nikko.

63. IM, Simms and Nikko misrepresented to Supafly that IM possessed an exclusive artist agreement with Test Drive orally, in the JVA and in the Artist Inducement Letter.

64. IM, Simms and Nikko knew that IM never possessed an exclusive artist agreement with Test Drive, Simms, individually, or Nikko, individually.

65. The misrepresentation was material and induced Supafly to enter into the JVA and expend significant sums in furtherance of the JVA, Test Drive, Simms and Nikko.

66. As a result, Supafly has incurred damages of at least \$596,298.71 and has lost profits associated with its failure to secure a contract with Universal.

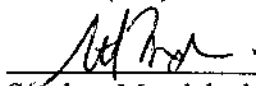
WHEREFORE, Supafly respectfully requests that the Court enter a judgment on behalf of Supafly for \$596,298.71 plus its lost profits from the failure to secure a contract with Universal and award Supafly interest and such other relief that the Court deems just and proper.

Dated: March 26, 2008  
Boca Raton, Florida

Respectfully submitted,

GREENBERG TRAUIG, P.A.  
5100 Town Center Circle, Suite 400  
Boca Raton, FL 33486  
Telephone: (561) 955-7600  
Facsimile: (561) 338-7099

By:

  
\_\_\_\_\_  
Stephen Mendelsohn, Esq.  
Fla. Bar No. 849324  
mendelsohns@gtlaw.com  
Geoffrey Cahen, Esq.  
Fla. Bar No. 0013319  
caheng@gtlaw.com

BOC 36,524,692v3 3/17/2008

**JOINT VENTURE AGREEMENT MEMORANDUM**

THIS AGREEMENT, made as of the 14<sup>th</sup> day of April, 2007, between **SUPAFLY MUSIC, INC.**, (herein referred to as "Company"), and **IM Music, Inc.** a New Jersey corporation, (herein referred to as "IM" and/or "you")

WITNESSETH:

In consideration of the mutual promises and undertakings of the parties hereto, the parties agree as follows:

**1. JOINT VENTURE FORMATION**

The parties hereto have agreed to form a joint venture (the "Venture") primarily for the purpose of the production and marketing of musical recordings embodying the performances of recording artists contracted by the Venture commencing with recording artists professionally known as "Test Drive" (individually and jointly referred to herein as "Artist").

**2. JOINT VENTURE NAME AND LABEL IMPRINT**

(a) The name of the Venture and the record label imprint utilized by the Venture shall be designated and solely owned by Company, ("Venture Imprint") which name shall be utilized by the Parties in connection with projects and undertakings specifically authorized hereunder or as otherwise subject to the prior written approval of Company.

(b) The Venture name shall be and remain solely owned by Company and/or Norman Brodeur.

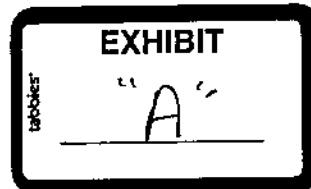
**3. TERRITORY**

The territorial scope of the Venture and the rights granted to the Venture shall be universe-wide.

**4. TERM**

(a) The term of this agreement ("Term") shall commence as of the date of this agreement and shall continue for an initial period (the "Initial Period") ending on the date twelve (12) months following the satisfactory delivery by IM to Company of one single recording and one album recording which is satisfactory to Company in all respects. You hereby grant to Company three (3) consecutive, separate and successive options to extend the Term for further periods (the "Option Periods"), each upon the same terms and conditions

SFM-IM-TD V&A(4)07 4.1



applicable to the Initial Period, except as otherwise set forth herein. Each Option Period for which Company has exercised its option shall commence upon the expiration of the immediately preceding contract period and shall continue until the date twelve (12) months following delivery by IM to Company of one single recording and one album recording which is satisfactory to Company in all respects. Each option shall be exercised, if at all, by written notice to you at any time prior to the date the Term would otherwise expire. If, pursuant to the terms of this agreement, a contract period is due to expire between November 15 and the following January 15, such contract period shall be, and hereby is, extended to January 16 of the following calendar year. As used herein, the term "contract period" shall mean the Initial Period or any Option Period of the Term, as such may be suspended or extended as provided herein.

(b) Notwithstanding anything to the contrary contained herein, in no event shall the Term expire prior to the date which is twelve months after the final single is released from the final album recorded and delivered to the Venture by IM and/or Artist provided that the Term shall expire no later than two years after the release of the final album recorded and released hereunder.

#### 5. ORGANIZATIONAL PROCEDURES

Company shall establish a bank account on behalf of the Venture through which Company shall implement all financial transactions pertaining to the Venture including disbursement of recording and production costs, marketing and promotions costs and other such costs and expenses which have been approved by Company. Company shall maintain the right to engage on behalf of the Venture a designated financial agent or accounting firm, ("DFA") to maintain books and records of all financial transactions pertaining to the Venture and the Parties shall provide to the Venture's DFA all relevant information pertaining receipts, disbursements and credits pertaining to the financial transactions of the Venture. The DFA shall account to the Parties on a semi-annual basis in connection with any receipts, disbursements and net profit distributions of the Venture.

#### 6. CONTRIBUTIONS OF THE PARTIES

The Parties shall make the following contributions to the Venture:

(a) Company: Upon the full execution of this agreement, the assignment by IM of the Artist Agreement (as defined below) to the Venture, the assignment by IM of all existing Masters and recordings of Artist to the Venture, and Company's approval of the first album budget pertaining to Artist ("First Album Budget") submitted by IM to Company, Company shall allocate up to fifty thousand dollars (\$50,000) to the Venture for disposition solely by Company pursuant to a First Single Budget approved by Company, in the following installments:

(b) In connection with the first album made and marketed hereunder upon Company's written request therefor, featuring Artist's recorded performances ("First Album"), Company shall contribute the sum of three hundred thirty thousand dollars (\$330,000) to the Venture for disposition solely by Company pursuant to an album budget approved by Company provided that sums expended in excess of the approved album budget shall be recouped by Company from gross revenue earned or received by or on behalf of the Venture and Company's recoupment of the recording costs hereunder and such excess recording costs shall not be deducted excess recording costs solely from your share of Net Profit hereunder (as defined below) except in such instances where you have incurred such costs.

(c) In connection with the second album made and marketed hereunder upon Company's written request therefor, featuring Artist's recorded performances ("Second Album"), Company shall contribute a minimum gross, all-in sum of two hundred seventy-five thousand dollars (\$275,000) to the Venture for disposition solely by Company pursuant to a budget approved by Company. The maximum fund shall be equal to two-thirds (2/3) of the royalty earned by Artist from sales of the prior album after recording costs and all other recoupable costs have been deducted therefrom by Company, provided that the maximum shall in no event exceed one hundred fifty percent of the minimum applicable recording fund.

(d) In connection with the third album made and marketed hereunder upon Company's written request therefor, featuring Artist's recorded performances ("Third Album"), Company shall contribute the minimum gross, all-in sum of three hundred thousand dollars (\$300,000) to the Venture for disposition solely by Company pursuant to an album budget approved by Company. The maximum fund shall be equal to two-thirds (2/3) of the royalty earned by Artist from sales of the prior album after recording costs and all other recoupable costs have been deducted therefrom by Company, provided that the maximum shall in no event exceed one hundred fifty percent (150%) of the minimum applicable recording fund.

(e) In connection with the fourth album made and marketed hereunder upon Company's written request therefor, featuring Artist's recorded performances ("Fourth Album"), Company shall contribute the minimum gross, all-in sum of three hundred, twenty-five thousand dollars (\$325,000) to the Venture for disposition solely by Company pursuant to an album budget approved by Company. The maximum fund shall be equal to two-thirds (2/3) of the royalty earned by Artist from sales of the prior album after recording costs and all other recoupable costs have been deducted therefrom by Company, provided that the maximum shall in no event exceed one hundred fifty percent (150%) of the minimum applicable recording fund.

(f) Notwithstanding the foregoing, the otherwise applicable album budget for each album to be made hereunder subsequent to the First Album shall not exceed the budget

for the immediately preceding album unless the Net Income from the sale of such preceding album was sufficient for Company to fully recoup all costs paid by or on behalf of Company in connection with such album and the Net Income derived from sales of such album equaled or exceeded the amount by which the preceding album budget would otherwise be increased under the allocation set forth above for each successive album. In addition, any sums expended by Company in excess of the sums set forth above shall be credited towards Company's payment of the next album fund payable hereunder.

(e) IM: Simultaneously with the full execution of this agreement, IM shall deliver the following to Company:

- (1) A legally valid assignment of the Exclusive Artist Recording Agreement (as defined below) to the Company or a written agreement which binds Artist under such an agreement directly to Company;
- (2) An Artist Inducement letter (In the form of Exhibit "A" attached hereto) from Artist to Company for use by the Venture during the Term pursuant to this agreement;
- (3) A legally valid assignment of the exclusive ownership rights (inclusive of all applicable sound recording copyrights) to all existing recordings embodying Artist's recorded performances ("Prior Recordings") which are not subject to any pre-existing agreement with a third party record label ("Third Party Record Company") to which Artist was previously signed. In the event any Prior Recordings of Artist become available during the term which were previously owned by a Third Party Record Company, such Prior Recordings shall be deemed transferred to the Venture pursuant to this agreement.

## 7. DELIVERY OBLIGATIONS

(a) It is the essence of this agreement that IM shall deliver Artist's First Single recorded for marketing by or through the Venture and Artist's First Album no later than such dates reasonably specified by Company. All recordings delivered to the Venture must be technically and commercially satisfactory as determined by Company.

(b) All recordings made for use by the Venture shall be prepared by personnel and in facilities approved by Company.

## 8. PRODUCTION SERVICES

IM shall secure the record production services of the producer, James Washington, professionally known as "Jim Beanz", for the First Single to be made hereunder, and any

other producers selected or approved by Company in connection with production of any other recordings made hereunder. Such production services shall be provided to the Venture on an a first priority basis and IM shall cause such producers to provide record production services to the Venture on a first class basis in accordance with terms and conditions which are approved by Company on behalf of the Venture.

**9. MASTER OWNERSHIP RIGHTS**

(a) From the inception of creation, Company shall own in perpetuity, all master recordings and sound recording copyrights, together with all proprietary materials created or acquired hereunder (collectively referred as the "Recordings") during the Term of this agreement, subject to IM's income interest as specified herein. Company shall have the exclusive right throughout the Territory to copyright the Recordings in Company's name as the author and owner of them and to secure any and all renewals and extensions of copyright throughout the Territory. Each of those Recordings shall be considered a "work made for hire" for Company. If for any reason any one: (1) or more of those Recordings is determined not to be a "work made for hire," then IM, on behalf of IM and Artist, hereby irrevocably grants, transfers, conveys and assigns to the Parties the entirety of the rights, titles and interests throughout the Territory, including, without limitation, the copyright, any and all renewals and extensions of copyright, and the right to secure copyright registrations therefor, in and to all of those Recordings. IM, on behalf of Artist, hereby irrevocably and unconditionally waives any and all so-called droit moral and like rights that Artist has in the Recordings. Without limiting the generality of the foregoing, Company and any Person authorized by Company shall have the exclusive and unlimited rights to own, control and exploit Artist's services as a recording artist during the Term and to all the results and proceeds of Artist's services as a recording artist during the Term, including, but not limited to, the following exclusive, unlimited and perpetual rights throughout the Territory:

(1) to manufacture, advertise, sell, lease, license, distribute or otherwise use, exploit or dispose of, in any or all fields of use by any method now or hereafter known, Records embodying Recordings;

(2) to release Records derived from Recordings under the Venture Imprint or such other trademark or label which the Venture's designees, affiliates or licensees may from time to time elect;

(3) to perform such Recordings publicly and to permit public performances thereof by means of radio broadcast, television or any other method now or hereafter known; and



(4) to reproduce, adapt, transmit, communicate or otherwise use Recordings, all upon such terms and conditions as Company may elect, or at its discretion, to refrain therefrom.

(b) Without limiting the generality of the foregoing and except as specifically provided herein, the Company shall maintain complete ownership rights relating to the Masters which shall extend to the sole and exclusive right to manufacture, advertise, sell, lease, license or otherwise use, deal in or dispose of the Recordings (or to refrain therefrom) which embody the performances of Artist recorded hereunder in all fields of use directly or indirectly related to the fields of music or entertainment perpetually and throughout the world upon such terms and conditions as the Parties may mutually approve.

(c) Intentionally deleted.

10. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES

(a) First Look Right - After the commencement of the Venture, IM will submit to Company on behalf of the Venture any Artist with whom IM shall seek to enter into a contractual or business relationship for acceptance or rejection by Company. Each such artist submitted by IM for review and evaluation by Company shall be designated as a "Submitted Artist".

(1) Each submission shall be accompanied by demo recordings of the Submitted Artist and a bio and professional photograph of such artist. Upon Company's request, IM shall arrange for a private showcase of each such Submitted Artist.

(2) Within thirty days after the presentation of the Submitted Artist, Company will elect to accept or reject the Submitted Artist on behalf of the Venture. If Company elects to accept the Submitted Artist, Company shall notify IM of its election and the Submitted Artist will be engaged by the Venture on terms and conditions no less favorable than the financial terms, conditions and parameters applicable to Artist and upon consummation of an Artist Agreement, the Submitted Artist shall be deemed an Acquired Artist of the Venture.

(b) Approval Rights - The Parties shall maintain a right of mutual approval with respect to creative and business matters pertaining to the Venture specifically including, without limitation, the following matters:

- (1) Compositions for recording
- (2) Producers, arrangers and remixers
- (3) Recording studios and facilities
- (4) Project personnel (including guest or side artists)
- (5) Sample use and foreign material clearances

- (6) Artist and Venture artwork, designs, logos, etc.
- (7) Video materials
- (8) Website materials
- (9) Promotion, marketing, tour plans and activities
- (10) All licensing, and ringtone materials
- (11) Promotional and commercial merchandise
- (12) Independent promotion reps and publicists
- (13) Final mixes and remixes
- (14) Single selection and all selections for inclusion Venture records
- (15) All primary and ancillary Venture projects, materials and contracts
- (16) Record release dates (domestic and foreign)

(c) **Distribution Rights** - Company shall maintain the exclusive right to engage and approve a record distribution company, ("Distributor") pursuant to a record distribution agreement ("Distribution Agreement") negotiated and approved by Company on behalf of the Venture to market recordings of the Venture, provided that upon your reasonable request, Company shall disclose all relevant terms and conditions of the deal to you. In connection with the foregoing rights Company shall have the right to select either so-called independent record distributors, non-traditional record distributors or outlets and/or a "major" record distributor throughout the Territory.

(1) In the event that Company receives an advance from Distributor pertaining to recordings made and delivered hereunder, Company shall pay to you (or cause you to be paid by Distributor) twenty percent (20%) of such advance payment computed after the deduction of any all recording costs and other recoupable expenses and charges incurred by Company relating to the making and marketing of the recordings made under or subject to this Agreement or the Artist Agreement.

## 11. MANAGEMENT DUTIES

(a) Company shall be responsible for the management and supervision of ongoing operations and projects of the Venture, unless otherwise approved by Company. IM shall regularly report and provide updates to Company regarding its activities conducted on behalf of the Venture or as otherwise authorized by Company.

(b) All major business and financial decisions pertaining to the Venture shall require the final approval of Company. IM shall be afforded meaningful consultation rights on all major creative decisions.

## 12. RECORD MARKETING PLANS

Promptly following the completion and satisfactory delivery of Artist's First Single hereunder, IM shall prepare and submit to the Venture a national marketing and promotion plan ("Marketing Plan") to Company for Artist's First Single and First Album in standard form on a first class basis. The implementation and funding of any such Marketing Plan shall be subject to the final approval of Company.

### 13. MECHANICAL LICENSE

(a) IM hereby grants the Venture and its Distributor a mechanical license in accordance with the applicable copyright laws of the United States and Canada and any other applicable country in which records made hereunder are sold, to distribute and market each musical composition embodied in recordings made hereunder which is written, owned or controlled by any person affiliated with IM or Artist, (herein referred to as a "Controlled Composition") at the rate of seventy-five percent ((75%) of the minimum applicable statutory rate in the applicable country in effect on the date of delivery to the Venture of the applicable master recording which embodies such Controlled Composition. IM shall not cause any composition to be recorded hereunder which is not a Controlled Composition without securing the prior written approval of Company. The license granted to the Venture under this paragraph shall include the right, without payment of additional compensation, to record, reproduce and perform the Controlled Compositions in audio-visual works, including, without limitation, so-called music videos and/or motion pictures, provided however, in the event that the Venture receives income from the commercial exploitation of such audio-visual works, IM shall be entitled to receive one-half of the net receipts therefrom with respect to each Controlled Composition which is fully owned and controlled by IM or a prorated portion of such share based upon IM otherwise applicable percentage ownership interest in the applicable Controlled Composition, provided that any payment to IM hereunder is subject to the recoupment by Company of all sums paid in connection with each applicable recording project.

(b) Notwithstanding anything to the contrary contained herein, the mechanical licensing and royalty provisions herein shall be deemed adjusted and modified so as to be consistent and equivalent to such provisions as afforded to Company or the Venture under an applicable Distribution Agreement which pertains to the Controlled Compositions.

### 14. COPYRIGHT OWNERSHIP & PUBLISHING RIGHTS

(a) IM, on behalf of IM and its affiliated publishing designees and Artist, hereby agrees to irrevocably and absolutely assigns, conveys and sets over to Company a fifty percent (50%) undivided interest in and to that portion of each and every musical composition or selection which is owned or controlled by IM ("Controlled Composition"), (solely with respect to compositions embodied on recordings of Artist and Acquired Artists), and recorded or delivered during the Term hereof or embodied in any recording assigned or delivered to Company or the Venture under this agreement. The foregoing

assignment includes the universe-wide copyright (and all renewals and extensions thereof) in accordance with the following:

(1) Each party shall exclusively administer their undivided fifty percent (50%) share of the copyright in and to each Controlled Composition and each party shall maintain sole and exclusive right to collect their respective share of income from any and all sources pertaining to the use and exploitation of each Controlled Composition.

(2) IM and Company shall be entitled to an equal interest and share of the so-called "publisher's share" of publishing income hereunder based upon the exploitation of each Controlled Composition, provided that the Venture shall be entitled to deduct collection, administration and promotional costs and expenses and pay the applicable writers of each Controlled Compositions the so-called "writer's share" of publishing income i.e. not in excess of fifty percent of the gross publishing royalty income collected, earned and actually received by the Venture (or either Party on behalf of the Venture), less collection, administration and promotional costs and expenses and third party participations approved by the Parties, (e.g. sums payable to co-writers or sample owners).

(b) IM agrees to execute and deliver to Company or Company's publishing company or designee(s), a fully executed, standard transfer and assignment of copyright form in connection with each Controlled Composition recorded hereunder. If IM fails to promptly execute and return such copyright assignment form to Company within ten (10) days after IM's written request therefor, IM hereby irrevocably grants Company a power of attorney to prepare, execute on IM's behalf and thereafter file and disseminate said copyright assignment form to all appropriate persons and/or entities including without limitation the US Copyright Office and applicable performing rights organizations.

## 15. FULL DISCLOSURE

The Parties will promptly and fully disclose and submit to each other, all offers, proposals, information, documents and materials received by a Party which is relevant to the business of the Venture and its stated purposes. IM shall not use any such offers, proposals, information or materials for any purpose other than the advancement of the Venture's business interests and the careers of the Artist and the Acquired Artists, if any.

## 16. INSPECTION OF RECORDS

The Parties shall be entitled to inspect and/or audit such books and records of the Venture at their sole expense, upon reasonable advance notice of at least thirty days to the Venture's DFA once per semi-annual accounting period.

## 17. REPRESENTATIONS & WARRANTIES

(a) The Parties individually warrant and represent that each has the lawful right and authority to enter into this agreement and fully perform the obligations assumed hereunder, and that each party free of any disability, restriction or prohibition, whether contractual or otherwise, which would affect their ability to lawfully and promptly discharge the obligations assumed hereunder.

(b) IM warrants and represents that IM has the right to Artist's services as a recording artist on an exclusive basis under a legally valid and enforceable recording agreement ("Exclusive Artist Recording Agreement. IM further warrants and represents that simultaneously with the full execution of this agreement, the Artist's Exclusive Recording Rights will be transferred and assigned to the Venture in accordance with the terms and conditions hereof. IM shall cause Artist to execute an amendment to the Exclusive Artist Recording Agreement which shall include rights which shall be conveyed to Company in accordance with Company's standard artist agreement, including without limitation co-publishing rights (i.e. an assignment to Company of fifty percent (50%) interest in copyrights pertaining to musical compositions written by Artist and Acquired Artists, if any, during the term), exclusive website rights, merchandising rights, video rights, licensing and synchronization rights, exclusive rights to the exploitation of ring tones created from recordings made by Artist and all other digital content for use in mobile devices including without limitation cell phones, MP3 players, and all other portable reproduction devices. IM further acknowledges that IM shall be subject to all re-recording restrictions applicable to Artist and any Acquired Artist, as applicable. In the event that Artist have not executed an Exclusive Artist Recording Agreement with IM, then IM shall cause Artist to sign an exclusive artist recording agreement with Company simultaneously with the execution of this agreement.

(c) IM warrants and represents that during the term of this agreement, IM shall not under any circumstances, authorize or permit any other person or entity other than Company and the Venture to use Artist's and any Acquired Artist's professional name, voice, likeness or biographical materials in connection with the making, advertising, marketing or other use of records or recordings embodying Artist or any Acquired Artists performances.

(d) IM warrants that the services of its executive, Londell Smith (herein referred to as the "Principal") are of a special, unique and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law, and that a material breach of obligations by Principal under this agreement may cause the Venture irreparable injury and damage, entitling the Venture to injunctive and other equitable relief in addition to any other rights or remedies of Company.

(e) IM warrants that it shall not to disclose any confidential information that belongs to Company or the Venture to anyone other than Company or the Venture and its authorized personnel.

(f) IM warrants and represents that no materials or any use thereof by Company, the Venture or its designees, will violate any law or infringe upon or violate the rights of any third party. "Materials" shall include:

(1) all musical compositions and other materials furnished by IM, its officers, staff, agents, representatives, or affiliates and contained in masters or other materials subject hereto or otherwise delivered to Company or the Venture;

(2) Intentionally deleted.

(3) all other materials, other intellectual properties or elements furnished directly by or on behalf of IM and used by Company or the Venture.

(g) IM acknowledges and represents that IM is the sole and exclusive owner of its trademarks, logos, name and service mark, if any, and that IM will be the sole and exclusive owner of any other such marks, logos and names which IM may elect to use during the term hereof in connection with the Venture.

(h) IM will promptly execute and deliver, (or as applicable cause Artist to execute and deliver) to Company, the Venture and its designee, such instruments of transfer and other documents regarding the rights of Company and the Venture hereunder, including without limitation the rights in master recordings and copyrights acquired by Company or the Venture hereunder, as Company may reasonably request to carry out the purposes of this agreement. In the event that IM shall fail to do so, Company and the Venture is hereby authorized to act as IM's attorney-in-fact to execute in IM's name, any such instruments of transfer or other related documents, and Company or the Venture may submit short form assignment of rights granted hereunder for recordation in the United States Copyright Office.

18. INDEMNIFICATION

(a) IM hereby indemnifies, saves and holds Company and the Venture harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of any breach of contract hereunder by IM or breach of any warranty, representation, agreement, undertaking or covenant contained in this agreement including, without limitation, any claim, demand or action by any third party in connection with the foregoing provided that such claim, demand or action, as

applicable is reduced to a final, adverse and nonappealable judgment or settled by written consent of Company. In the case of third party claims, this indemnification shall only extend to fifty percent (50%) of the cost of defense against such claim, provided that such claim is reasonably denied by you and/or Artist based upon reasonably objective evidence accepted by Company. In addition to any other rights or remedies Company and the Venture may have by reason of any such breach or claim, Company may obtain reimbursement from IM, on demand, for any payment made by Company and/or the Venture, at any time after the date hereof with respect to any loss, damage or liability (including anticipated losses and costs including court costs and reasonable attorneys' fees) resulting therefrom. Such amounts may also be deducted from all monies becoming payable to IM by Company or the Venture under this agreement or any other agreement to the extent to which they have not been reimbursed to Company and/or the Venture, as applicable, by IM. If the amount of any such claim or loss has not been determined, Company and the Venture may withhold sums due IM in an amount consistent with such claim or loss pending such determination unless IM posts a bond in a form and from a bonding company acceptable to Company and/or the Venture, as applicable, in an amount equal to Company's and the Venture's estimate of the amount of the claim, demand or action. Company and/or the Venture, as applicable, shall give IM notice of any claim, demand or action to which the foregoing indemnity applies and IM shall have the right to participate in the defense of any such claim, demand or action through counsel of IM's own choice and at IM's sole expense, provided that Company shall have the right at all times, in Company's sole discretion, to retain or resume control of the conduct thereof.

(b) Company hereby indemnifies, saves and holds IM harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action involving or connected with any activities or business dealings of Company which do not involve activities or business pertaining to the Venture or IM provided such claim, demand or action, as applicable, is reduced to a final, adverse and nonappealable judgment or settled by written consent of Company. In addition to any other rights or remedies IM may have hereunder, IM may obtain reimbursement from you, on demand, for any payment made by IM at any time after the date hereof with respect to any actual loss, damage or liability resulting therefrom. IM shall give Company notice of any claim, demand or action to which the foregoing indemnity applies and Company shall have the right to defend against any such claim, demand or action through counsel of Company's own choice and at Company's sole expense; provided that Company shall have the right at all times, in Company's sole discretion, the right to dispose of such claim in such manner as Company shall deem appropriate.

#### 19. VENTURE EARNINGS AND DISTRIBUTIONS

The Venture's gross income "Gross Income" shall denote all forms of income from any and every source accruing directly or indirectly to the Venture, (e.g. via any company or organization through which Venture's services or products are marketed or exploited),

including but not limited to the total of all earnings in the form of salary, bonuses, royalties or advances against royalties or income and any kind of income which is actually received or credited to the Venture during the term hereof and derived from the programs, projects, contracts and agreements negotiated or consummated during the term of this agreement.

(a) After the deduction of all normal operating expenses and costs (preauthorized by Company in writing including, without limitation, third party advances and royalties, the balance of Venture Gross Income shall be deemed net income to the Venture ("Net Income") which shall be distributed and paid out as follows:

(1) One hundred percent (100%) of the Net Income shall be payable to Company until Company has recouped all sums previously paid under this agreement, including monetary and in-kind contributions to record projects undertaken under this agreement, advances to the Venture in the form of start-up capital, record project financing, Venture equipment, furnishings, expenses and other sums paid (provided on behalf of the Venture, Artist or IM;

(2) After full recoupment by Company as specified in the preceding subparagraph, the Net Income from the First Single shall be allocated as follows:

Eighty percent (80%) to Company; and  
Twenty percent (20%) to IM

(3) After full recoupment by Company as specified in subparagraph 19(a)(1), the Net Income from the First Album shall be allocated as follows:

Eighty percent (80%) to Company; and  
Twenty percent (20%) to IM

(4) After full recoupment by Company as specified in subparagraph 19(a)(1), the Net Income from the Second Album shall be allocated as follows:

Sixty percent (60%) to Company; and  
Forty percent (40%) to IM

(5) After full recoupment by Company as specified in subparagraph 19(a)(1), the Net Income from the Third Album shall be allocated as follows:

Sixty percent (60%) to Company; and  
Forty percent (40%) to IM

(6) After full recoupment by Company as specified in subparagraph 19(a)(1), the Net Income from the Fourth Album shall be allocated as follows:



Fifty percent (50%) to Company; and  
Fifty percent (50%) to IM

(b) Notwithstanding anything to the contrary contained herein, IM shall maintain the right to elect, on a one time basis only, to exchange the fifty percent interest (50%) of Net Income specified above (for the Fourth Album) for the forty percent interest (40%) specified above for either the Second or Third Album.

(c) Distribution of the Venture's Net Income shall be effectuated by Company or the Venture's DFA on a semi-annual basis unless otherwise approved by the Parties in writing. Prior to the disbursement of Net Income, to the parties Company will cause a year-to-date expense report to be prepared and submitted to IM.

## 20. VENTURE LOSS ALLOCATION

Company shall be entitled to claim one hundred percent (100%) of the losses of the Venture until Company has recovered all capital and sums paid into the Venture or on behalf of the Venture. After such recovery by Company, losses may be allocated by the Venture between the Parties in amounts equal to the percentage of Net Income otherwise payable to the Parties hereunder.

## 21. INTENTIONALLY DELETED.

## 22. EXPENSES AND RECOUPMENT

IM shall not incur costs or expenses which shall be recoupable from the income of the Venture without the prior written approval of Company and Company may, in its sole discretion, establish expense accounts from time to time in connection with the business activities of the Venture for use by IM subject to proper and standard documentation in connection with any and all expenditures.

## 23. NOTICES

The parties hereto agree that all important notices and communications between the parties hereto shall be delivered by way of certified mail, return receipt requested, postage prepaid, and shall be delivered to the last known address of the addressee. A courtesy copy of all notices to Company shall be issued to Karl L. Guthrie, Esq., 84 Glendale Avenue, Livingston, New Jersey 07039. A courtesy copy of all notices to IM shall be issued to Clyde Otis III, Esq. at P.O. Box 1061, Maplewood, New Jersey 07040.

## 24. SUSPENSION AND TERMINATION RIGHTS

(a) Company reserves the right, at its election, to suspend the operation of this agreement, or terminate this agreement upon written notice to IM, if by reason of sickness, injury or material breach hereof, IM or Artist (or any other Acquired Artist) fails to perform hereunder in accordance with the provisions hereof. Company's obligations hereunder shall be suspended for the duration of any such default or nonperformance by IM, Artist or any Acquired Artist.

(b) Intentionally deleted.

(c) Company shall also be entitled to suspend or terminate the operation of this agreement, as aforesaid, due to any breach of this agreement by IM or if Company is materially hampered in the recording, manufacture, promotion or sale of records or its normal operation becomes materially impaired. Company's obligations hereunder shall be suspended for the duration of any such suspension period.

25. CREDIT

(a) The Parties acknowledge that the Venture Imprint will appear on all recordings and promotional materials utilized by the Venture in the distribution and marketing of its products and services.

(b) The Parties acknowledge that on all Venture projects, the Venture shall provide a standard executive production credit in the name of Norman Brodeur in a form, location and manner approved by Company.

26. INSURANCE

Company shall be entitled (but in no event obligated) to secure, in Company's own name or otherwise and at Company's expense, life, accident, health and/or other insurance covering IM's Principals and Artist either independently or together, with Company or any party Company designates being the sole beneficiary thereof. Neither IM's Key Personnel nor Artist's estate shall have any right, title or interest in and to such insurance or any proceeds therefrom. IM shall cause IM's Key Personnel and Artist to cooperate fully with Company in connection with the obtaining of such insurance, if any, including, without limitation, timely submission to medical examinations and by completing any and all documents necessary or desirable in respect thereof.

27. ASSIGNMENT RESTRICTION

Neither party shall maintain the right nor the power to assign this agreement, in whole or in part, to any other person or entity without the prior written consent of the other party, provided that Company may assign or license Company's rights and obligations under this agreement, in whole or in part, to any subsidiary, affiliated, controlling or other bona fide record company or distributor and/or to any person or entity owning or acquiring a substantial portion of Company's stock or assets or rights to the master recordings made by the Venture. Moreover, any unauthorized assignment or delegation of this agreement shall render the same void and unenforceable by any third party assignee or delegatee.

#### 28. PROPRIETARY INFORMATION

The Parties agree that during the term of this Agreement and thereafter that each Party will take all steps reasonably necessary to hold the Proprietary Information of Company and IM in trust and confidence, such that neither party will use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement and for the sole, exclusive benefit of the Venture, and neither Party will disclose any such Proprietary Information to any third party without first obtaining the other Party's express written consent of the other Party hereto on a case-by-case basis. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, inventions, works, ideas, processes, artwork, source and object codes, software, data, databases, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding research, development, new products, marketing and selling, business plans, investment objectives, strategies and models, trading activities and positions, budgets and financial statements and information, licenses, fees, allocations, prices and costs, suppliers and customers, investors, financing sources and investments; and (c) nonpublic information regarding the identity, skills and compensation of employees and other persons or entities engaged by Company or the Venture.

#### 29. ARBITRATION

The Parties agree that in the event of a dispute or disagreement which remains unresolved beyond a period of fifteen (15) business days, ("Waiting Period"), the Parties shall resolve such dispute or disagreement by means of binding arbitration. Promptly following the expiration of the Waiting Period, the Parties shall promptly select an arbitrator ("Arbitrator") in the State of Florida by mutual approval and subsequently Arbitrator shall render a final decision based upon Arbitrator's sole, independent judgment which shall be legally binding upon the parties, unless such party shall seek appeal by trial de novo in a court of competent jurisdiction.

#### 30. CONFIDENTIALITY

The Parties understand that in connection with the activities and operation of the Venture, the Parties will receive and become aware of confidential or Proprietary

Information (collectively referred to as "Confidential Information") and each party will maintain an absolute duty to preserve the confidentiality of all such Confidential Information and use it only for certain limited purposes as specifically authorized by the Venture or the other Party hereto as applicable. The Parties, their officers, representatives, agents and permitted assigns agree to hold all Confidential Information in confidence and not to disclose to anyone (other than personnel who need to know such information in connection with their work for Company, IM or the Venture or pursuant to court order).

### 31. NO CONFLICT OF INTEREST

IM agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with IM's obligations under this Agreement or the scope of services rendered on behalf of the Venture.

### 32. MISCELLANEOUS

(a) In the event that any provision of this agreement shall be deemed void, invalid or inoperative by a court of competent jurisdiction, such provisions shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. In the event that any provision hereof shall conflict with any applicable governmental ordinance, law or statute, such provision shall be deemed amended so as to comply with such ordinance, law or statute.

(b) This agreement shall be construed and interpreted under the laws of the State of Florida which shall remain in full effect throughout the duration of this agreement.

(c) This agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns who may acquire rights held by the Parties hereunder. In each instance hereunder where IM's consent is required by Company, IM shall be afforded five (5) business days to notify Company in writing as to whether IM has given or withheld such consent. If IM fails to notify Company in accordance with the preceding sentence, IM shall be deemed to have irrevocably waived such right of consent.

(d) The headings of each paragraph of this agreement are for convenience only, and shall not be deemed to limit or in any way affect the scope, meaning or intent of this agreement or any portion thereof.

### 33. DEFAULT AND CURE

The parties acknowledge and agree that neither party shall be deemed to have breached this agreement unless such party shall fail to correct or cure any breach of

contract alleged by the other party hereto in a written notice within thirty (30) days after receipt of such notice. No alleged breach, (excluding intentional wrongdoing or the timely provision of product and personal services and performance obligations by IM's key personnel and affiliates including producers, remixers, etc), hereunder by either party shall be deemed incurable.

34. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parties hereto and shall completely supersede and replace any and all prior agreements between the parties. The Parties intend to enter into a more formal agreement concerning the subject matter hereof. However until such time as such more formal agreement is fully executed by the Parties the parties agree to be legally bound under this agreement. This agreement shall not be deemed modified, amended, discharged or waived in whole or in part without the written approval of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

SUPERFLY MUSIC, INC

IM ENTERTAINMENT, LLC.

By: [Signature]

By: [Signature]

EXHIBIT A

ARTIST INDUCEMENT LETTER  
to the Agreement  
dated as of April \_\_, 2007  
between SUPERFLY MUSIC, INC and  
IM ENTERTAINMENT, LLC

To: Company

Reference is made to the agreement, dated April \_\_\_\_ 2007, between Company and IM Entertainment, LLC., ("IM"), relating, in part, to recordings made by me as a recording artist. (This agreement is herein referred to as the "JV Agreement" and the parties to the JV Agreement are individually and jointly referred to as the "you" or the "Venture").

Reference is further made to the agreement between IM and me dated 4/14/07, relating primarily to the provision of my services, on an exclusive basis as a recording artist, to IM. (This agreement is herein referred to as the "Artist Agreement").

In order to induce you to pay and contribute good and valuable consideration under the JV Agreement, from which I will benefit, I hereby agree as follows:

1. I hereby grant you all of the rights and remedies granted by me to IM in and under the Artist Agreement and I agree to perform all of the obligations therein undertaken to be performed by me for the benefit of the Venture, as though you were a party to said agreement. I agree that you shall have the right in addition to any other remedies available to you at law or in equity or by reason of this agreement or said agreement to specifically enforce said agreement against me. No notice need be given to me of any modification or waiver of the provisions of said agreement for the purposes of your enforcing said agreement or this agreement against me.

2. Without limiting any of the rights granted to IM in the Artist Agreement, I hereby grant you the right to use and publish and to permit others to use and publish my name, likeness and all biographical material concerning me and to permit others to write and publish articles concerning me for advertising or trade purposes in connection with the sale and exploitation of my records.

3. I agree that I will look solely to IM for the payment of all monies payable to me by reason of rendering my services in accordance with said agreement, and I agree that you shall have no responsibility to me therefor whatsoever. No breach by IM of the Artist Agreement or any agreements which I may now or from time to time have with IM shall be sufficient cause for my failure or refusal to fully perform for you in accordance with said agreement and this agreement. Should IM fail or refuse to produce recordings by me for you pursuant to the Artist Agreement or if IM should cease to be entitled to my services for any reason during the term of said agreement, you shall have the right to assign the Artist Agreement to you and I shall render my services directly for you, pursuant to the terms of said agreement, as if you were IM. I further acknowledge that any terms, conditions and definitions in the Artist Agreement shall be deemed superceded

by any conflicting or parallel terms set forth in the JV Agreement and provided that my royalties and advances shall remain unchanged unless mutually approved by you and I. I acknowledge that the Artist Agreement remains in full force and effect and that I have not and do not intend to assert any breach of contract with respect to matters which precede the date of this acknowledgment.

4. I agree to fully render my performances for you in accordance with the Artist Agreement and the JV Agreement, as the same pertains to me. I further agree that for so long as the Artist Agreement shall be in effect I will exclusively render my performances for you in connection with the production of records, and I will not perform in any capacity whatsoever (individually or as part of a group or otherwise) for any other person, firm or corporation for the purpose of making records.

5. In the event of the breach or threatened breach of any term hereof or of the Artist Agreement by me, I agree that you shall be entitled to injunctive relief in addition to any other rights or remedies available to you. It is agreed that my services for the purpose of recording records pursuant to the Artist Agreement and this agreement are of a special, unique and extraordinary character.

6. I warrant and represent that I have the right to enter into this agreement, and that I have the right to grant you all of the rights granted in the Artist Agreement and in this agreement, and that neither this agreement nor the Artist Agreement nor any performance of mine thereunder shall be in violation of the rights of any third party.

7. I agree to indemnify you and hold you harmless from and against any liability, loss, damage, cost or expense including reasonable legal fees paid or incurred by you by reason of any breach or threatened breach by me or failure of the covenants, representations or warranties contained herein or in the Artist Agreement.

8. You shall have the right to secure insurance with respect to me for your own benefit at your sole non-recoupable expense. In this connection, I agree to make myself available for physical examinations by a physician as and when reasonably requested to do so and to complete such questionnaires and other documents which you or any insurance carrier may from time to time require in connection with securing and maintaining such insurance.

9. This agreement and the Artist Agreement shall be deemed to have been made in the State of Florida and the validity, construction, performance and breach of this agreement and said agreement shall be governed by the laws of the State of Florida applicable to agreements made and to be wholly performed therein. I agree to submit to the jurisdiction of the federal or state courts located in New Jersey in any action which may arise out of said agreement or this agreement and said courts shall have exclusive jurisdiction over all disputes between you and me pertaining to the Artist Agreement or this agreement and all matters related thereto. In this regard, any process in any action

or proceeding commenced in the courts of the State of Florida arising out of any claim, dispute or disagreement under this agreement may, among other methods, be served upon me by delivering or mailing the same, via registered or certified mail, addressed to me at the following address:

To: ("Artist")

Tadei Lopez  
Supafly Music

Any such delivery or mail service shall be deemed to have the same force and effect as personal service upon me within the State of Florida.

10. I acknowledge and agree that the Artist Agreement is subject to assignment to you and you shall have the right to exercise, implement or enforce any rights granted to you hereunder on your behalf in accordance with the terms of said agreement. In the event of a default by IM in performing any of its obligations under said agreement, IM shall not be deemed in breach of any of its obligations unless and until I send you specific notice by registered or certified mail, return receipt requested, of the nature of such default and, simultaneously therewith, duplicate notices, in the same manner, to you at the above stated address of Company Music, Inc., and IM (or you on behalf of IM) shall have failed to cure such breach or commence curing such breach within sixty (60) days of its respective receipt of such written notice.

11. The foregoing shall be legally binding the undersigned individual.

If the foregoing is in accordance with your understanding, please sign below.

Very truly yours,

ARTIST

Tadei Lopez  
059 60 0878

SS#:

ACCEPTED AND AGREED TO:

SUPAFLY MUSIC, INC.



or proceeding commenced in the courts of the State of Florida arising out of any claim, dispute or disagreement under this agreement may, among other methods, be served upon me by delivering or mailing the same, via registered or certified mail, addressed to me at the following address:

To: \_\_\_\_\_ ("Artist")

Louder Love  
\_\_\_\_\_

Any such delivery or mail service shall be deemed to have the same force and effect as personal service upon me within the State of Florida.

10. I acknowledge and agree that the Artist Agreement is subject to assignment to you and you shall have the right to exercise, implement or enforce any rights granted to you hereunder on your behalf in accordance with the terms of said agreement. In the event of a default by IM in performing any of its obligations under said agreement, IM shall not be deemed in breach of any of its obligations unless and until I send you specific notice by registered or certified mail, return receipt requested, of the nature of such default and, simultaneously therewith, duplicate notices, in the same manner, to you at the above stated address of Company Music, Inc., and IM (or you on behalf of IM) shall have failed to cure such breach or commence curing such breach within sixty (60) days of its respective receipt of such written notice.

11. The foregoing shall be legally binding the undersigned individual.

If the foregoing is in accordance with your understanding, please sign below.

Very truly yours,

ARTIST

Louder Love  
059 60 0878

SS#:

ACCEPTED AND AGREED TO:

SUPAFLY MUSIC, INC.

By: Far Music inc L. Smith

IM ENTERTAINMENT, LLC.

By: \_\_\_\_\_

theJasmineBRAND.com

theJasmineBRAND.com

theJasmineBRAND.com

**April**

**Checks & Wires**

Karl Guthrie lawyer	\$12,000
Abstract Ent. (Producer)	\$20,000
Luis Diez Engineer	\$1,500
IM Music	\$5,000
Tim Patterson (A & R)	\$6,000
Jambox Ent (studio)	\$6,000
Aldo Frustaci (margo's rent)	\$4,500
Mike Daddy Danja tracks	\$60,000
<b>Total</b>	<b>\$116,000</b>

**Total for Month \$118,433**

**American Express**

Dan Kirschner	\$400
Network Solutions	\$229.97
FL Corp Filing	\$70.00
Hotel	\$851.12
Air	\$1,477.30
Hit Factory	\$414.76
<b>Total</b>	<b>\$3,433.00</b>

**May**

**Checks & Wires**

Tim Patterson (A & R)	\$10,900
Roger Dong photographer	\$3,000
Clyde Ottis lawyer	\$1,500
Jambox Ent (studio)	\$8,000
IM Music	\$8,500
Margo Simms	\$3,500
Carlos Suarez	\$942
<b>Total</b>	<b>\$36,342</b>

**Total for Month \$40,288**

**American Express**

Studio A	\$322
Air	\$3,624.00
<b>Total</b>	<b>\$3,946</b>

**June**

**Checks & Wires**

Karl Guthrie	\$4,593.75
Carlos Suarez	\$1,102
Side by Side Ent (producer)	\$17,450
Thomas Crown Prod. (producer)	\$68,000
Mike Daddy	\$10,000
Tim Patterson (A & R)	\$5,600
Abstrackt Ent (producer)	\$12,500
The Core DJ's	\$3,000
Roger Dong (photographer)	\$3,175
<b>Total</b>	<b>\$125,420.75</b>

**Total for the month \$138,979.09**

**American Express**

Verizon	\$237.34
Network Solutions	\$64.99
Air	\$6,341.71
Hotel	\$3,940.90
Maxmedia Prod.	\$2,973.40
<b>Total</b>	<b>\$13,558.34</b>

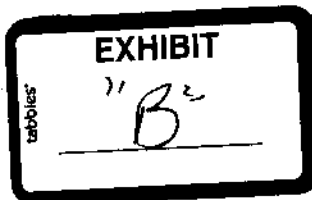
**July**

**Checks & Wires**

Londell Smith	\$5,000
Jonathan St. Aimme	\$1,500
Track n Field Ent. (producer)	\$15
Jambox Ent. (studio)	\$2,111
Jeff Villanueva (Engineer)	\$2
Circle House Studios	\$1

**American Express**

Network Solutions	\$20.00
Kinko's	\$96.80
Verizon Wireless	\$348.64
Hit Factory	\$11,329.70
Maxmedia Prod.	\$984.30
<b>Total</b>	<b>\$1,841.40</b>



FM Music engineer	\$7,000
IM Music	\$4,260
Stephen Nowoczynski (eng)	\$400
Marvin Jones (engin)	\$300
Chris Godbey (engineer)	\$2,400
Tim Patterson ( A & R)	\$450
Storm Circle Ent (producer)	\$3,000

Hotel	\$3,146.91
<b>Total</b>	<b>\$17,767.75</b>

**Total** \$46,374.00

**Total for the month** \$63,141.75

**August**

**Checks & Wires**

FM Music engineer	\$8,600
Tim Patterson	\$10,000
Storm Circle Ent producer	\$3,000
Karl Guthrie	\$16,687
Mike Daddy	\$15,000
Kathode Ray Media	\$2,840.00
Illusive Sales	\$2,040.00
Carlos Suarez	\$3,500
Londell Smith	\$470
IM Music	\$3,500
<b>Total</b>	<b>\$86,637</b>

**American Express**

Maxmedia Prod.	\$1,009.80
Air	\$3,506.30
Hotel	\$2,280.40
Rental car	\$295.06
Hit Factory	\$16,848.10
<b>Total</b>	<b>\$23,939.66</b>

**Total for the month** \$85,576.66

**September**

**Checks & Wires**

A print Three	\$214.65
Carics Suarez	\$3,000
Karl Guthrie	\$4,000
<b>Total</b>	<b>\$7,214.65</b>

**Total for the month** \$14,429.30

**October**

**Checks & Wires**

Tim Patterson	\$5,000
Irie Music Group	\$4,140
Londell Smith	\$1,000
Margo Simms	\$3,500
Chris Wolf radio promo	\$2,000
Judy Casey photo shoot	\$19,250
Carlos Suarez	\$1,500
Karl Guthrie	\$10,000
Oncue Management	\$12,250
Londell Smith	\$1,000
<b>Total</b>	<b>\$59,640</b>

**American Express**

HitFactory	\$772.30
Hotel	\$692.66
Broadcast data	\$249.90
Air	\$2,524.69
<b>Total</b>	<b>\$4,239.55</b>

**Total for the month \$63,879.55**

**November**

**Checks & Wires**

Londell Smith	\$2,100
Tim Patterson ( A & R)	\$28,000
Carlos Suarez	\$5,950
Chris	\$2,100
Johnny Molling (dj nasty)	\$2,000
GoodKind Style (photo shoot)	\$10,000
Chris radio promo	\$2,100
Oncue Management	\$5,000
Kristie Lee Strano	\$900
Karl Guthrie	\$7,000

**Total \$65,150**

**Total for the month \$68,810.94**

**January**

**Checks & Wires**

**American Express**

Carey Int.	\$157.70
Hotel	\$1,537.40
Air	\$1,405.58
Broadcast Data	\$249.90
Verizon Wireless	\$310.36
<b>Total</b>	<b>\$3,660.94</b>

**American Express**

Hit Factory	\$2,760.51
-------------	------------

**TOTAL TO DATE \$596,298.71**

WILLIAM H. HARRIS

PAGE 01



November 7, 2007

**VIA HAND**

Supa Fly Entertainment  
1560 Sawgrass Corporate Parkway  
Sunrise, Florida 33323  
Attn: Norman J. Brodeur

**Re: Universal Republic Records, a division of UMG Recordings, Inc. ("Republic") -w- Supa Fly Entertainment ("Company") f/s/o Test Drive ("Artist"); Proposed Exclusive Recording Agreement and Federal Distribution, a division of UMG Recordings, Inc. -w- Supa Fly Entertainment ("Company"); Exclusive Manufacturing, Distribution and Licensing**

Dear Norman:

In furtherance of your discussions with Monte on this proposed deal, as we discussed, I have set forth below the following proposed terms on behalf of Republic with respect to both of the arrangements referenced above:

**A. Artist Agreement**

1. Territory: Worldwide.

2. Product Commitment/Term:

(a) Initial Period: Two (2) master recordings constituting two (2) commercial singles (hereinafter the "First Single" and the "Second Single", respectively, and collectively the "Initial Period Singles"); and Republic shall cause a video to be produced for each such single (hereinafter the "First Single Video" and the "Second Single Video", respectively, and collectively the "Initial Period Videos"). It is understood that the First Single and the First Single Video shall embody the record featuring Artist entitled "Super Fly".

(b) Option Periods: Five (5) separate consecutive one (1) album option periods (hereinafter "Album One", "Album Two", etc.), for a total of five (5) potential Albums, if Republic exercises all of its options. In the event that the Initial Period Singles achieve either: (i) royalty-bearing SoundScan aggregate, or (ii) total sales within nine (9) months then Republic will be obligated to exercise its option for Album One. In the event that the Initial Period Singles achieve either: (i) the digital configuration, in the Mediabase, of 50 million listeners, or (ii) sales by Republic of the First Single, then Republic will be obligated to exercise its option for Album One.

3. Creative: Mutual.



Gene Masson, Esq.  
 Test Drive Proposal Letter  
 November 9, 2007  
 Page 2 of 5

4. Advances/Recording Funds:

(a) Initial Period Singles: \$100,000 "all in" (inclusive of advances to be paid to Artist and any legal fees to be paid to Company's & Artist's attorneys), payable \$50,000 upon full execution of the recording agreement and the balance on delivery of the Initial Period Singles, after deducting costs.

Initial Period Videos: Republic will commit to produce one (1) Video in connection with each Initial Period Single commercially released in the United States. Republic will incur production costs of no less than Seventy Five Thousand Dollars (\$75,000) in connection with the First Single Video, and no less than Fifty Thousand Dollars (\$50,000) in connection with the Second Single Video.

(b) Album One: \$400,000 "all-in" (inclusive of the Initial Period Singles recording fund), payable in a manner to be determined upon submission by Artist and approval by Republic of a recording budget.

(c) Album Two through Album Five ("all-in" recording funds): A "min/max" formula of 66% of the lesser of: (i) the royalties earned by Artist on net sales through normal retail channels in the U.S. ("USNRC Net Sales") of the previous album, or (ii) the average royalties earned by Artist on USNRC Net Sales of the previous two (2) albums, taking into consideration pipeline royalties calculating such royalties for a period of no less than twelve (12) months, and basing reserve calculations on actual SoundScan reports:

	<u>Minimum</u>	<u>Maximum</u>
LP 2	\$450,000	\$ 900,000
LP 3	\$500,000	\$1,000,000
LP 4	\$550,000	\$1,100,000
LP 5	\$600,000	\$1,200,000

15% of the applicable minimum recording fund payable on commencement of recording (subject to normal over-budget protections); balance on delivery, after deducting costs.

5. Royalties:

(a) U.S. Albums:

(i) LPs: Retail-based "top-line" rate

LP 1	16%
LP 2	16%
LP 3	17%
LP 4	18%
LP 5	18%

(ii) Each of the foregoing album royalties shall be subject to prospective half (1/2) point escalations at incremental USNRC sales of 500,000 units up to one (1) additional point.

Gene Masson, Esq.  
 Test Drive Proposal Letter  
 November 9, 2007  
 Page 3 of 5

- (b) U.S. Singles (physical): 12% but Digital Singles are paid at the applicable album rate. Therefore, the First Single would be payable at a rate of 16% online without any free goods, technology or packaging deductions.
- (c) Foreign Royalties:
- |                    |                           |
|--------------------|---------------------------|
| Canada:            | 85% of the U.S. base rate |
| EU:                | 80% of the U.S. base rate |
| Major Territories: | 75% of the U.S. base rate |
| ROW:               | 60% of the U.S. base rate |
- (d) Audio only CDs: 100% of the otherwise applicable rate.
- (e) Digital Downloads (including Singles): Paid at one hundred percent (100%) of LP royalty without any free goods, technology or packaging deductions.

6. Mechanical Royalties: Controlled Compositions will be paid at three quarters (¾) of the minimum statutory rate in effect on the earlier of actual Delivery of the records or the date that such records are due to be delivered. Said rate shall be subject to a maximum aggregate cap of eleven (11) songs per album. Notwithstanding the foregoing, in the event Republic elects to include additional tracks as so-called "bonus" or "value added" tracks on a particular album, then the maximum aggregate cap with respect to the version of such album containing such additional tracks will be increased to allow for such additional tracks are so included, up to a maximum of two (2) additional tracks.

7. Websites: During the term of the agreement Republic will have the exclusive right to create, host and maintain the "official" artist website. All elements of this website (i.e., all artwork and materials to be included on the website and the production personnel) will be subject to the mutual approval of Artist and Republic. During the term of the agreement, Artist will license to Republic the exclusive right to use Artist's name as part of the URL for this official website and Artist also agrees to license exclusively to Republic during the term of the agreement any URLs Artist owns or controls that relate to Artist. If "[Artist's Name].com", .net or .org is not available Republic and Artist will mutually approve the URL to be used in connection with the "official" artist website in the United States. The URL used in connection with the "official" artist website in the United States will revert to Artist following the end of the term of the agreement, provided that Republic will continue to have the right after the term of the agreement to create, host and maintain ancillary websites in connection with Artist. Republic shall have the exclusive right to place "banner" and other advertising and links to third party websites on any Republic artist websites as well as on the any Artist controlled websites.

8. Rights Granted:

- (a) Merchandise: In addition to the traditional album and master rights that are granted, Republic will have (i) exclusive album artwork merchandising rights (except non-exclusive with respect to merchandise intended to be sold at Artist's live performances), and (ii) exclusive rights to sell merchandise embodying two (2) exclusive designs per contract period, alone and in conjunction with Artist's names and approved pictures, likenesses and other identifications, subject to Artist's approval with respect to such matters as product design and manufacturing. Republic will pay to Artist fifty percent (50%) of Republic's



Gene Masson, Esq.  
Test Drive Proposal Letter  
November 9, 2007  
Page 4 of 5

net receipts from such exploitation (less a distribution fee of twenty percent (20%)), in accordance with Republic's standard merchandise provisions. Artist will deliver no less than two (2) exclusive designs to Republic during each album cycle for Republic's exploitation in connection with such merchandiss exploitation.

- (b) **Mobile Materials:** In addition to the right to exploit master recordings by transmitting them to an end user's mobile telephone or personal digital assistant (or other personal communication device), Republic shall have the right to so exploit non-musical mobile material (e.g., artwork, images, polyphonic (midi) ringtones, voice messages, voice ringers, graphics, "wallpaper" and/or other materials) via mobile phones and/or PDAs and the like.

9. **Touring:**

- (a) **Tour Deficit Support:** If the Artist tours in the United States in connection with Republic's United States commercial release of Album One, Republic will provide "tour deficit support" of up to \$50,000, subject to Republic's standard "tour deficit support" provisions (e.g., the tour must be pre-approved by Republic, the tour must include performances in at least fifteen (15) major markets, and all amounts expended by Republic are 100% recoupable).
- (b) **Tour Participation:** In the event Republic exercises its option for Album One, Republic will be entitled to twenty percent (20%) of Artist's net revenues (including and without limitation to, gate receipts or guarantees, tour merchandising income, sponsorship income, etc.) earned in connection with touring in the Territory during the term of the agreement.

- 10. **Release Commitment:** Subject to Republic's standard provisions (e.g., subject to notice and cure provisions, etc.), Republic will commit to release the Initial Period Singles (promotionally or commercially) in accordance with the following schedule: (i) the First Single within ninety (90) days after the later of the Delivery of the First Single and the full execution of the recording agreement, and (ii) the Second Single within four (4) months after the initial release of the First Single (unless Album One is released first). Republic will also agree to release the Initial Period Singles commercially through online digital download means as well as make the single available as a ringtone.

B. **Distribution Agreement**

- 1. **Rights:** Exclusive distribution rights for all Company owned or controlled audio or audio-visual products (excluding those products subject to the recording agreement) through all retail and consumer channels via all methods of transmission (e.g., including physical, digital and mobile). Exclusive third party licensing rights (e.g., licenses for inclusion of recordings in motion pictures, commercials, soundtracks and other compilations, and video games), subject to Company's approval in each instance. Republic will sell product to Company at manufacturing cost for sale by Company or Artist solely at Artist's live performances and on Artist's website.
- 2. **Advance:** Twenty Five Thousand Dollars (\$25,000)
- 3. **Exclusive Term:** Contemporaneous with the term of the Artist Agreement, subject to extension until recoupment of the distribution account if such account is unrecovered at the end of two years.

Gene Masson, Esq.  
Test Drive Proposal Letter  
November 9, 2007  
Page 5 of 5

4. **Exploitation Period:** For all products, throughout the term of the distribution agreement, subject to extension until recoupment of the distribution account if such account is unrecouped at the end of such period.
5. **Territory:** The Universe.
6. **Basic Services:** Federal's services will consist solely of the manufacturing and distribution of records, warehousing of inventory, the processing of returns and the furnishing of inventory and sales reports. In the United States and Canada, records shall be manufactured and distributed through Fontana Distribution, LLC.
7. **Distribution Fee:** The distribution fee shall be twenty percent (20%) of domestic net billings and gross license income in the United States (except fifteen percent (15%) with respect to on-line digital exploitation and twenty-five percent (25%) with respect to mobile exploitation) and twenty-five percent (25%) of domestic net billings and gross license income in Canada (except twenty percent (20%) with respect to on-line digital exploitation and thirty percent (30%) with respect to mobile exploitation).
8. **Foreign Royalties:** For products released outside of the United States and Canada by an affiliate or other licensee of Federal, Federal will pay a basic album royalty rate of eighteen percent (18%), subject to standard royalty provisions.
9. **Accounting:** Quarterly, 90 days after the calendar quarter. For clarity, the account under the distribution agreement will not be cross-collateralized with the account under the recording agreement.

Please keep in mind that I have not yet had the opportunity to review the foregoing with senior management of Republic and I must respectfully reserve their rights to make any additional comments or changes thereto.

I look forward to hearing from you soon.

Very truly yours,

Jerry Juste  
Vice President  
Business & Legal Affairs

JJ/ct

- cc: M. Lewinter  
M. Lipman  
A. Lipman  
G. Marolda  
M. Reinert, Esq.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases

MAR. 27, 2008  
STEVEN M. LARIMORE  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - MIAMI

I. (a) PLAINTIFFS  
SUPAFLY ENTERTAINMENT INC. d/b/a SUPAFLY MUSIC, INC.

DEFENDANTS  
IM MUSIC, IN., a New Jersey Corporation  
MARGO SIMMS

(b) County of Residence of First Listed Plaintiff Broward  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Essex  
(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED

(c) Attorney's (Firm) Name, Address, and Telephone Number  
Stephen A. Mendelsohn  
Greenberg Traurig, P.A.  
5100 Town Center Circle, Suite 400  
Boca Raton, FL 33486  
561-055-7600

Attorneys (If Known)

(d) Check County Where Action Arose:  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)  
 1 U.S. Government Plaintiff  
 2 U.S. Government Defendant  
 3 Federal Question (U.S. Government Not a Party)  
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
Citizen of This State PTF  1 DEF  1  
Citizen of Another State PTF  2 DEF  2  
Citizen or Subject of a Foreign Country PTF  3 DEF  3  
Incorporated in Principal Place of Business in This State PTF  4 DEF  4  
Incorporated and Principal Place of Business in Another State PTF  5 DEF  5  
Foreign Nation PTF  6 DEF  6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosing Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 875 Consumer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agri cultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
--	--	---	---	--

V. ORIGIN (Place an "X" in One Box Only)  
 1 Original Proceeding  2 Removed from State Court  3 Re-filed- (see VI below)  4 Reinstated or Reopened  5 Transferred from another district (specify)  6 Multidistrict Litigation  7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page): JUDGE DOCKET NUMBER  
a) Re-filed Case  YES  NO b) Related Cases  YES  NO

VII. CAUSE OF ACTION  
Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 17 U.S.C §§ 501 et seq.  
LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint JURY DEMAND:  Yes  No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE SIGNATURE OF ATTORNEY OF RECORD DATE

FOR OFFICE USE ONLY AMOUNT 350.00 RECEIPT # 723969 IFP American LegalNet, Inc www.USCourtForms.com