

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

X-----X

BLACK PEARL RECORDS, INC.,

Index No.: 159874/2014

Plaintiff,

v.

LAURIEANN GIBSON and BOOMKACK WORLD  
WIDE, INC.

Defendants,

X-----X

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT**

**ADELMAN MATZ P.C.**  
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## **PRELIMINARY STATEMENT**

Black Pearl Records, Inc., (“Black Pearl” or “Plaintiff”), through its attorneys, respectfully submits this memorandum of law in support of its motion for an order pursuant to CPLR §3215 entering a judgment of default against defendants Laurieann Gibson (“Gibson”) and BoomKack World Wide Inc. (“BoomKack”) (collectively referred to herein as “Defendants”), based on their failure to appear or otherwise defend this action.

## **FACTUAL BACKGROUND**

Black Pearl is a record label that is engaged in the business of the creation and exploitation of sound recordings through the artists that it contracts with. *See* Affidavit of Sana G. Miroshnikova sworn to on December 30, 2014 (“Miroshnikova Aff.”) ¶9. Defendant Gibson is a choreographer and dancer who works with artists. *See* Miroshnikova Aff. ¶9. Among others, Ms. Gibson has rendered services as a choreographer to performers such as Lady Gaga and Nicki Minaj. *See id.*

On or about May 29, 2014, Plaintiff and Defendants entered into a written agreement for Ms. Gibson’s services in connection with the production of a promotional tour show, which is a 15-20 minute show for Plaintiff’s artist Just Ivy (the “Agreement”). *See* Miroshnikova Aff. ¶11, Exhibit A. Pursuant to the Agreement, Gibson was to perform the services outlined in the Agreement, including those delineated in Appendix A of the Agreement, i.e. the services in connection with the production of a promotional tour show, which included those customarily performed by creative directors/choreographers of first class professional pop-music performances. *See* Miroshnikova Aff. ¶12, Exhibit A. Such services included, creation of an original performance, concept, development and coordination of creative aspects of tour production, choreography, dancers, stage design, wardrobe, rehearsal, as well as consulting on

the overall look, feel and direction of creative aspects of Just Ivy's onstage presence and awareness. *See id.* In addition the services included those related to artist development and direction such as movement, dance and stage training to enable Artist to command the stage. *See id.* Gibson and BoomKack were also required to provide the services of other third parties, including a creative producer for the rehearsal sessions. *See id.*

Pursuant to the Agreement, the rehearsal sessions were to take place "for a period of six weeks . . . beginning on June 2, 2014 and continuing for an initial period of 3 weeks."

Miroshnikova Aff. ¶13, Exhibit A. Following the initial three weeks there was a 10 day break and upon Artist's return from that break outlined in the Agreement, the rehearsals were supposed to "continue for an additional period of 3 consecutive weeks." *Id.*

The Agreement states "provided that [BoomKack] and [Gibson] are not in breach of this agreement, [Plaintiff] agrees to compensate [BoomKack] at the rate and time designated in Appendix B" i.e. fifty thousand dollars (\$50,000.00) which was payable in two installments, the first twenty five thousand dollars (\$25,000.00) was due on or before May 23, 2014 and the remaining twenty five thousand (\$25,000.00) was payable on or before June 2, 2014. *See* Miroshnikova Aff. ¶14, Ex. A.

In accordance with the Agreement Plaintiff paid BoomKack fifty thousand dollars (\$50,000). *See* Miroshnikova Aff. ¶19. Plaintiff also paid for certain out of pocket expenses for Defendants' travel, lodging and other costs, pursuant to the Agreement with the expectation that Plaintiff would receive the services promised by the Defendants. *See* Miroshnikova Aff. ¶23.

During the first three-week session that began on June 2, 2014, Gibson was only present for two (2) out of the initial three (3) weeks she was supposed to be rendering services for Plaintiff. *See id.* ¶21. Following the first two (2) weeks, without notice or warning to Plaintiff,

Gibson failed to attend the remaining week of the initial session. *See id.* ¶21. In addition, during the first two (2) weeks that Gibson was present, Defendants failed to provide the services of a creative producer, which Defendants had been paid to provide. *See id.* ¶21, Ex. B.

Additionally, when Plaintiff attempted to schedule the second three (3) week session, which was supposed to begin during the first week of July 2014, Plaintiff was advised by Gibson's manager that Gibson would not finish performing the services under the Agreement, unless Black Pearl paid an additional twenty five thousand dollars (\$25,000.00)—despite the fact that Defendants had already been paid in full for all of their services under the Agreement. *See id.* ¶22.

#### **PROCEDURAL HISTORY**

Plaintiff commenced this action by filing the Summons with Notice on October 8, 2014. *See* the Affirmation of Gary Adelman dated January 20, 2015 (“Adelman Aff.”) ¶2, Exhibit A. The Summons with Notice was served on Gibson on October 16, 2014, pursuant to CPLR §§308(2) and 313. *See* Adelman Aff., ¶3, Exhibit B. Proof of service on Gibson was subsequently filed with the Court on October 23, 2014. *See id.* In accordance with CPLR § 308(2) service was complete on November 3, 2014 and under Section 320(a), Gibson's appearance was thereafter required to be made on or before December 3, 2014. *See* CPLR §320(a), 308(2). Pursuant to CPLR §3215(g)(3), Plaintiff sent an additional copy of the Summons with Notice to Defendant Gibson on November 19, 2014, by mailing a copy of the summons with notice to Gibson in an envelope “bearing the legend ‘personal and confidential’ and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt”. *See* Adelman Aff. ¶5, Exhibit D. To date, Plaintiff has not been served with an appearance or a demand for Complaint from Gibson. *See* Adelman Aff., ¶6.

The Summons with Notice was served on Defendant BoomKack on October 16, 2014, pursuant to CPLR §311. *See* Adelman Aff. ¶4, Exhibit C. In accordance with CPLR §320(a), BoomKack's appearance was required to be made on or before November 17, 2014. *See* CPLR §320(a), 308(2). To date, Plaintiff has not been served with an appearance or a demand for Complaint from BoomKack. *See* Adelman Aff., ¶6.

### **LEGAL STANDARD**

Pursuant to CPLR §3215(a), "when a defendant has failed to appear[...] the plaintiff may seek a default judgment against him." CPLR 3215(a). *See also International Business Machines Corp. v. Murphy & O'Connell*, 172 A.D.2d 157 (1st Dep't 1991) (Plaintiff Corporation was granted defaulted judgment when Defendant failed to appear after being served with a Summons with Notice). The standard of proof for a default judgment is not stringent, amounting only to some firsthand confirmation of the facts. *Feffer v. Malpeso*, 210 A.D.2d 60, 61 (1st Dep't 1994).

### **ARGUMENT**

#### **PLAINTIFF HAS SATISFIED ITS BURDEN UNDER CPLR §3215**

Default Judgment should be granted against Defendants, because Plaintiff has complied with and filed the necessary proof under CPLR 3215(f). Pursuant to CPLR 3215(f), the applicant for Default Judgment must "file proof of service of the [...] summons and notice served pursuant to subdivision (b) of rule 305 [...] and proof of the facts constituting the claim, the default and the amount due by affidavit made by the party." CPLR 3215(f).

##### a. Defendants Failure to Appear

As set forth above, Plaintiff has complied with Section 3215(f). The Summons with Notice was served on both Defendants on October 16, 2014. *See* Adelman Aff., ¶¶2-4, Exs. A-C. Proof of service was subsequently filed with the Court on October 23, 2014. *See* Adelman

Aff., ¶¶3-4, Exs. B-C. Plaintiff further sent the additional mailing as required by CPLR 3215(g)(3), on November 19, 2014. *See* Adelman Aff., ¶5, Ex. D. The time for Defendants to serve an appearance and/or demand a complaint has passed and to date neither of the Defendants have served Plaintiff with an appearance or a demand for the complaint. *See* Adelman Aff., ¶6.

b. Breach of Contract

Black Pearl has also established that Defendants breached the Agreement and therefore it is entitled to the relief sought. To establish a breach of contract Plaintiff must prove: 1) the existence of a contract, 2) the plaintiff's performance thereunder, 3) the defendant's breach thereof, and 4) resulting damages. *See Harris v. Seward Park Housing Corporation*, 79 A.D. 3d 425 (1st Dep't 2010).

Defendants failure and refusal to perform their obligations under the Agreement, constitutes a material breach of said Agreement. Thus, Plaintiff is entitled to recover the full contract price. *See Grace v. Nappa*, 46 N.Y.2d 560, 567 (1979) (Where defendant materially breached contract Plaintiff was entitled to a return of their full down payment of fifty two thousand five hundred dollars (\$52,500)); *Barney's Clothes v W.B.O. Broadcasting Corp.*, 165 Misc 532, 533 (Sup. Ct. 1937) *aff'd sub nom.*, 253 AD 889 (1st Dep't 1938) (where a defendant receives the full payment on a contract that he was required to perform fully and he has only partly performed, then any moneys paid to him may be recovered. Defendant was paid for something that it was never entitled to).

In the present case, there is a written agreement between Gibson, BoomKack and Plaintiff. *See* Miroshnikova Aff., Exhibit A. The Agreement was signed by Plaintiff, a representative of BoomKack, and Ms. Gibson individually.<sup>1</sup> *See* Miroshnikova Aff., ¶18, Ex. A.

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<sup>1</sup> In addition to being an individual signatory to the Agreement, Ms. Gibson is also likely liable on the grounds of alter ego and should be responsible for BoomKack's breaches. BoomKack is the alter ego of Ms. Gibson. Upon



Black Pearl performed under the Agreement by paying BoomKack the Fee of Fifty Thousand Dollars (\$50,000.00). *See* Miroshnikova Aff., ¶19. Pursuant to the Agreement the Defendants made certain promises and assignments, and were required to provide services to Plaintiff as outlined in the Agreement. *See* Miroshnikova Aff. ¶¶12-17. The services were to be provided during two (2), three (3) week periods, for a total of six (6) weeks. *See* Miroshnikova Aff. ¶13.

Defendants failed to render the services promised under the Agreement. Gibson only appeared for two (2) weeks in the first three (3) week session, and even during that time Defendants failed to provide the services of a creative producer. *See* Miroshnikova Aff. ¶21. In addition, when Plaintiff tried to schedule the second session Gibson refused unless Plaintiff paid an additional twenty five thousand dollars (\$25,000.00). *See* Miroshnikova Aff. ¶22.

Defendants breach and refusal to perform deprived Plaintiff of the entire benefit of their bargain i.e. the services needed to deliver a completed 15-20 minute promotional tour show for Plaintiff's artist Just Ivy. As a result of Defendants' breaches, Black Pearl has suffered damages in an amount not less than one hundred thousand dollars (\$100,000.00). Plaintiff paid fifty thousand dollars (\$50,000.00) for Defendants' services, which Defendants failed and refused to provide. In addition, Plaintiff paid for Defendants' travel and lodging accommodations, and other costs, in anticipation of Defendants performing their obligations under the Agreement, as contemplated thereby. *See* Miroshnikova Aff. ¶23.

As such Plaintiff is entitled to full recovery of the fifty thousand dollar (\$50,000.00) fee that it paid Defendant as well as the costs it paid on Defendants' behalf.

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information and belief, BoomKack is wholly owned by Ms. Gibson for the sole purpose of furnishing Ms. Gibson's services and is wholly controlled by Ms. Gibson. Specifically here, Ms. Gibson's 'control' i.e. her failure to appear and refusal to perform under the Agreement unless she was paid an additional \$25,000.00 for services Plaintiff had already paid for was used to breach the Agreement and damage Plaintiff. *See* Miroshnikova Aff., ¶27. *See also* *Morris v New York State Dept. of Taxation and Fin.*, 82 NY2d 135, 141 (1993) (“(1) the owners exercised complete domination of the corporation in respect to the transaction attacked; and (2) that such domination was used to commit a fraud or wrong against the plaintiff which resulted in plaintiff's injury”).

c. Unjust Enrichment

In the alternative event that there is some dispute as to the scope and/or enforceability of the Agreement against the Defendants, Black Pearl has also met its burden of proof for a cause of action against the Defendants for unjust enrichment. To assert a cause of action for unjust enrichment, Plaintiff must show “that (1) the other party was enriched, (2) at that party’s expense, and (3) that it is against equity and good conscience to permit [the other party] to retain what is sought to be recovered.” *See Mandarin Trading LTD v. Wildenstein*, 16 N.Y. 3d 173, 182 (2011). The essential inquiry in any action for unjust enrichment is whether it is against equity and good conscience to permit the defendant to retain what is sought to be recovered. In the present case it would be against equity and good conscience to permit Defendants to retain the moneys being sought.

Plaintiff paid BoomKack fifty thousand dollars (\$50,000.00) for services that Gibson was supposed to provide for Plaintiff. In addition Plaintiff paid for Defendants travel, lodging, accommodation and other costs with the expectation that Defendants would render services to provide Plaintiff with the production of a finished 15-20 minute tour show for Just Ivy. Defendants did not render the services they were paid for and Plaintiff did not receive the production of a finished 15-20 minute tour show. *See Miroshnikova Aff.*, ¶19-23. It would be against equity and good conscience to permit Defendants to retain the fifty thousand dollar (\$50,000.00) fee and the benefit of the costs Plaintiff paid on Defendants behalf, having not provided their services to Plaintiffs.

**CONCLUSION**

Based on the foregoing it is clear that the Defendants have defaulted under the law and that Defendants are liable to Plaintiff for the relief requested herein. As such, and for all the foregoing reasons, Plaintiff respectfully requests that the Court issue an order entering default against Defendants, and setting this matter down for an inquest, together with any such further relief that this court deems just and proper.

Dated: New York, New York  
January 20, 2015

Respectfully submitted,

ADELMAN MATZ P.C.

By: 

Gary Adelman, Esq.  
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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

X-----X

BLACK PEARL RECORDS, INC.,

Plaintiff,

Index No.: 159874/2014

v.

AFFIDAVIT OF SANA G.  
MIROSHNIKOVA

LAURIEANN GIBSON and BOOMKACK WORLD  
WIDE, INC.

Defendants,

X-----X

SANA G. MIROSHNIKOVA, being duly sworn, deposes and says:

1. I am the President of Plaintiff Black Pearl Records, Inc. ("Black Pearl" or "Plaintiff") in the above-captioned action and I submit this affidavit in support of Plaintiff's Motion for Default Judgment against the Defendants Lauricann Gibson and BoomKack World Wide, Inc. (collectively "Defendants").

2. This affidavit is made by me because Black Pearl, is a corporation and I am an officer thereof. The below is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true. The grounds of my belief as to all matters not stated upon my own knowledge are books and records of the company and my interactions with Defendants.

3. Plaintiff is a New York Corporation with a principal office at 2 Rector Street, Suite 1202, New York, New York 10006.

4. Upon information and belief, Laurieann Gibson ("Gibson") is an individual who resides in California, with an actual place of business is located at 1069 Sherbourne Dr., Unit 105, Los Angeles, California 90035.

5. Upon information and belief, BoomKack World Wide, Inc. ("BoomKack") is a California Corporation located at 450 N. Roxbury Drive, 8<sup>th</sup> Floor, Beverly Hills, California 90210 and 1069 Sherbourne Dr., Unit 105, Los Angeles, California 90035.

6. Upon information and belief, both Gibson and BoomKack (collectively "Defendants") regularly transact business within New York State and both contract to supply services within the state. BoomKack and Gibson regularly contract and transact business with person(s) within New York State, including Plaintiff. Additionally, BoomKack and Gibson regularly contract to provide services, including choreography and performance services, within the State of New York.

7. As just one example of the above, in July of 2014, when Gibson was supposed to be rendering services to the Plaintiff in the within action, Gibson was in New York City to performed live on Good Morning America at their studio located in Times Square.

8. Upon information and belief, Gibson and BoomKack also regularly provide performance and choreography services to individuals and other artists in the State of New York, and specifically in various locations around New York City.

9. Black Pearl is a record label that is engaged in the business of the creation and exploitation of sound recordings through the artists signed to our company. Among other things, Black Pearl invests time and resources into tour support, to help market and promote its artists.

10. Ms. Gibson is an award winning choreographer/dancer who has worked for artists in all types of genres. Among others, Ms. Gibson has rendered her services as a choreographer to Lady Gaga and Nicki Minaj.



11. On or about May 29, 2014, BoomKack, Gibson and Black Pearl entered into a written agreement for Ms. Gibson's services in connection the production of a promo tour show (i.e. a 15-20 minute show) for Plaintiff's artist Just Ivy (the "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A.

12. Pursuant to the Agreement, BoomKack agreed to cause Gibson to perform the services outlined in the Appendix A of the Agreement, i.e. the services in connection with the production of a promo tour show, which included those customarily performed by creative directors/choreographers of first class professional pop-music performances. Such services included, creation of an original performance, concept, development and coordination of creative aspects of tour production, choreography, dancers, stage design, wardrobe, rehearsal, as well as consulting on the overall look, feel and direction of creative aspects of Just Ivy's onstage presence and awareness. In addition the services included those related to artist development and direction such as movement, dance and stage training to enable Artist to command the stage. In addition Gibson and BoomKack were required to provide the services of other third parties, including a creative producer for the rehearsal sessions. See Ex. A.

13. The rehearsal sessions were to take place "for a period of six weeks . . . beginning on June 2, 2014 and continuing for an initial period of 3 weeks." Following the initial three weeks there was a 10 day break and upon Artist's return from a trip outlined in the Agreement, the rehearsals were supposed to "continue for an additional period of 3 consecutive weeks." See Ex. A.

14. The Agreement further states "provided that [BoomKack] and [Gibson] are not in breach of this agreement, [Plaintiff] agrees to compensate [BoomKack] at the rate and time designated in Appendix B" i.e. fifty thousand dollars (\$50,000.00) which was payable in two

installments, the first twenty five thousand dollars (\$25,000.00) was due on or before May 23, 2014 and the remaining twenty five thousand (\$25,000.00) was payable on or before June 2, 2014. *See* Ex. A.

15. The Agreement provides that “[BoomKack] and [Gibson] are solely responsible for all income, self-employment and other taxes due upon” from the monies received in conjunction with the services rendered under the Agreement. *See* Ex. A.

16. In addition both BoomKack and Gibson expressly agreed that all results of the services were works made for hire and both Defendants assigned all rights necessary for the development, production and exploitation of the Performance, including copyrights, performance rights, publicity rights, and the right to use Gibson’s name and likeness in connection with the development, production and exploitation of the Performance to Plaintiff. *See* Ex. A.

17. Pursuant to the terms of the Agreement, BoomKack is also responsible to indemnify Plaintiff from all expenses “including court costs and reasonable attorneys’ fee[s] . . . resulting from [BoomKack] or [Gibson’s] breach of this Agreement”. *See* Ex. A.

18. Both BoomKack and Gibson signed the Agreement. *See* Ex. A. In addition Defendants provided a budget to Plaintiff. A true and correct copy of the budget is attached hereto as **Exhibit B**.

19. In accordance with the Agreement, Plaintiff paid BoomKack fifty thousand dollars (\$50,000.00) pursuant to the schedule in Appendix B of said Agreement.

20. Following payment of the fifty thousand dollars (\$50,000.00) Defendants materially breached their obligations under the Agreement.

21. Gibson was only present for two (2) weeks of the initial three (3) week session. Following the first two (2) weeks of the initial session, without notice or warning to Plaintiff, Gibson failed to attend the remaining week of the initial session. In addition, even during the first two (2) weeks that Gibson was present, Defendants failed to provide the services of a creative producer, which Defendants had been paid to provide.

22. Defendants further materially breached the Agreement by repudiating its terms. When Black Pearl attempted to schedule the second three (3) week session, Black Pearl was advised by Gibson's manager (Debbie Gibson) that Gibson would not finish performing the services under the Agreement, for which Defendants had already been paid in full, unless Black Pearl paid Gibson an additional twenty five thousand dollars (\$25,000.00).

23. Plaintiff has been damaged by Defendants material breaches, and anticipatory repudiation, of the Agreement. Plaintiff paid fifty thousand dollars (\$50,000.00) for Defendants' services, which Defendants failed and refused to provide. In addition, Plaintiff paid for Defendants' travel and lodging accommodations, and other costs, in performance of its obligations under the Agreement, as contemplated thereby. Plaintiff paid these fees and expenses with the expectation that it would receive the services promised by Defendants under the Agreement, i.e. services necessary to provide a finished promotional tour show for Just Ivy. However, due to Defendants failure and refusal to perform these services, Plaintiff has been denied the benefit of the performance it bargained for.

24. In addition, Plaintiff has been forced to expend monies on attorneys' fees and court costs as a result of Defendants breaches of the Agreement.

25. As set forth above Defendants' failed and refused to perform their obligations under the Agreement and as such, are in material breach of same.



26. Gibson and BoomKack both benefitted from the fifty thousand dollar (\$50,000.00) fee and the expenses that Plaintiff paid, and that benefit was obtained at the sole expense of Plaintiff. It would be unfair to allow Defendants to retain the benefit of the monies that Plaintiff has spent and equity and good conscience require restitution.

27. Furthermore upon information and belief, BoomKack is a mere alter ego of Gibson. Upon information and belief BoomKack is wholly owned by Gibson and Gibson exerts complete domination and control over BoomKack, both generally and in connection with BoomKack's dealings with Plaintiff, that Gibson's control was used to breach the Agreement when Gibson refused to perform and damage Plaintiff, and that Gibson's refusal to appear and finish performing the services pursuant to the Agreement caused Plaintiff's above described losses.

**WHEREFORE**, I respectfully request that the court grant Plaintiff's Motion for Default Judgment and set this matter down for an inquest, and for such other relief as to the Court may deem just, proper, and equitable.

  
SANA G. MIROSHNIKOVA

Sworn to before me this  
30 day of December, 2014

  
\_\_\_\_\_  
Notary Public

INNA G. TOUPIKOVA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01106293310  
Qualified in New York County  
My Commission Expires December 09, 2017

# EXHIBIT A

theJasmineBRAND.com

theJasmineBRAND.com

theJasmineBRAND.com

MAY 29, 2014

Deal Memo

This memo outlines terms of the agreement between Bookback World Wide Inc. ("Lender") for the services of Lauricann Gibson ("Creative Director/Choreographer") and Black Pearl Records Inc ("Company"; related to the production of Justice ("Artist") Promo tour show ("Performance").

1. Services:

Lender agrees to employ Director/Choreographer to perform the services outlined in Appendix A (attached hereto and incorporated herein by this reference) in accordance with the time periods set forth therein, to the best of Director/Choreographer's ability and in a timely, clean and professional manner.

2. Compensation:

Subject to the rest of the terms of this agreement, and of the services outlined in Appendix A, and provided that Lender and Director/Choreographer are not in breach of this agreement, Company agrees to compensate Lender at the rate and time designated in Appendix B.

3. Employment Status:

The parties agree that Creative Director/Choreographer is an independent contractor, who is not required to work exclusively for Company now or in the future, and who, as a professional, is expected to complete the assignment in a timely first-class manner without training. No fringe benefits or overtime compensation will be provided and Lender and Director/Choreographer as the contractor is solely responsible for all income, self-employment and other taxes due upon this income received in conjunction with the services rendered under this agreement.

4. Assignment of Rights:

The results and proceeds of the services of every kind heretofore rendered by and hereafter to be rendered by Lender and Director/Choreographer in connection with the Performance (including, without limitation, any so-called "behind the scenes", "making of" photographs, audio and audio-visual recordings) (the foregoing collectively, the "Work") shall, from the inception of its creation, be considered a "work made for hire" for Company within the meaning of the Copyright Act of 1976 (Title 17, U.S.C.), as amended. If it is determined that the Work or any portion thereof does not so qualify, then the Work shall be automatically assigned to Company by this agreement. Lender and Director/Choreographer assigns to Company all rights necessary for the development, production and exploitation of the Performance, whether designated copyrights, performance rights, or publicity rights, including the right to reasonable use of Creative Director/Choreographer name and likeness in conjunction with the development, production and exploitation of the Performance. The reasonable use of which may from time to time require the approval of Creative Director/Choreographer.

5. Travel/Accommodations:

Creative Director/Choreographer shall be provided with round-trip business class travel for Creative Director/Choreographer and round-trip economy travel for each of Creative Director/Choreographer's assistants (with a

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maximum of 2 assistants) each time air travel is required. Creative Director/Choreographer and Creative Director/Choreographer's assistants shall each be provided with a minimum of 4-star hotel accommodations, exclusive first-class ground transportation to and from all airports, hotels and work sites and a per diem of \$100.00 per day for Creative Director and \$50.00 per day for the assistants. No travel to be undertaken without Company's prior written request/approval.

6. Credits:

Lender shall receive credit in connection with show performance as follows wherever reasonably appropriate and possible (Creative Director / Choreographer: Lauriann Gibson).

7. Non-Exclusive Services:

The parties acknowledge that the services of Creative Director/Choreographer under this Agreement are being rendered on a non-exclusive basis. No outside services rendered by Creative Director/Choreographer shall materially interfere with any services to be rendered by Creative Director/Choreographer under this Agreement.

8. Indemnity

Company shall defend and indemnify Lender and its Creative Director/Choreographer and Creative Director/Choreographer's assistants from and against any and all third party claims, liabilities, expenses, and actions arising out of the Performance other than those arising out of a breach by Lender or Company of this Agreement.

Lender shall defend and indemnify Company from any third party claims, liabilities and expenses (including court costs and reasonable attorney's fee) resulting from Lender's or Creative Director/Choreographer's breach of this Agreement or their/its negligent act(s) or omission(s).

If the foregoing accurately reflects your understanding of the agreement between the parties, please sign a copy of this Agreement in the space provided below to confirm the foregoing agreement.

SOCHIACK WORLD MEDIA, INC.

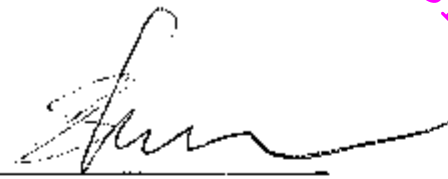
By: [Signature]  
Its: Executive Director

[Signature]

Lauriann Gibson to the extent of my  
interests

Last updated: May 20 2014

SM



Black Pearl Records Inc.  
By: SANA MIRDSHNIKOU  
Its: CEO

MAY 29, 2014

Appendix A:

Lander shall render services in connection with the production of a price tour show (i.e. 15 - 20 minute show). Services will include those customarily performed by creative directors / choreographers of first class, professional pop-musical performances, including but not limited to original performance concept, development and coordination of creative aspects of tour production, including choreography, dancers, stage design, wardrobe, rehearsals, etc. including, without limitation, those services set forth on Schedule A attached hereto and incorporated herein by this reference. As well as consulting on the overall look, feel and direction of creative aspects of the Artist's onstage presence and awareness. Other services will include Artist Development and Direction comprising but not limited to movement, dance and stage training to enable Artist to command stage and bring audience into Artist experience.

The number of rehearsal sessions shall take place for a period of 6 weeks and cover a 5-6 week period beginning on June 2, 2014 and continuing for an initial period of 3 weeks. Following the end of that initial period, Artist will depart for a period of 10 days, and upon Artist's return on a date TBD, rehearsals will continue for an additional period of 3 consecutive weeks. Rehearsal schedule is to be discussed and confirmed by Creative Director and Company/Artist. Creative development, choreography and consultation comprise the fee herein and will be all-inclusive of rehearsal studio and travel costs.

Appendix B:

Company shall pay Lander the sum of Fifty thousand dollars (\$50,000) for the services under this Agreement.

The foregoing compensation shall be payable 50% (i.e. \$25,000) on or before May 21, 2014 and the remaining 50% (i.e. the remaining \$25,000) shall be payable on or before June 30, 2014.



# EXHIBIT B

theJasmineBRAND.com

theJasmineBRAND.com

theJasmineBRAND.com

Laurieann Gibson Budget - Just Ivy

Project	Personal	Services	Timeframe	Cost
20-minute Show Performance - Overall Concept	Creative Director, Choreographer, Assistant(s)	Creative and artistic direction; intro/Outro and musical direction; Staging and performance training; transitional choreography	Begin June 2 6 weeks intensive ( 4 wks creating and developing; 2 wks running and actualizing show)	\$45,000
	Artistic Director	Continued development and training for professional performance	Ongoing over 6 week period	Ind.
	Creative Director and Assistant(s) travel/hotel/per diem	-	-	Paid by Artist
	Creative Producer	All-in coordination and execution of project elements	Ongoing over 6 week period	\$5,000
		<b>Total</b>		<b>\$50,000</b>

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

X-----X

BLACK PEARL RECORDS, INC.,

Plaintiff,

v.

LAURIEANN GIBSON and BOOMKACK WORLD  
WIDE, INC.

Defendants,

X-----X

Index No.: \_\_\_\_\_

Date Purchased:  
\_\_\_\_\_

Plaintiff designates New York  
County as the place for trial.

**SUMMONS WITH NOTICE**

To the Persons Named as Defendants Above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on the Plaintiff at the address set forth below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer or appear, a judgment will be entered against you by default for the relief demanded below.

Dated: New York, New York  
October 8, 2014

ADELMAN MATZ P.C.



Gary Adelman, Esq.  
*Attorneys for Plaintiff*  
1173A Second Ave, Suite 153  
New York, New York 10065  
Telephone: (646) 650-2207  
E-mail: [g@adelmanmatz.com](mailto:g@adelmanmatz.com)

To Defendants:

Laurieann Gibson  
1069 S. Sherbourne Dr., Unit 105  
Los Angeles, CA 90035

BoomKack World Wide, Inc.  
1069 S. Sherbourne Dr., Unit 105  
Los Angeles, CA 90035

Venue: Plaintiff designates New York County as the place of trial the basis of this designation is that Plaintiff resides in New York County.

**NOTICE PURSUANT TO CPLR §305(B)**

The nature of this action is (i) to recover for Defendants breach of contract based upon Defendants failure to provide the services that they were contractually obligated to render, namely Defendants failure to provide the services set by the contract, and the failure to provide the services of a choreographer, creative director, artistic director, and creative producer as Defendants were also contractually obligated to do; and (ii) to recover for expenses relating to the contract incurred by Plaintiff; or alternatively (iii) for unjust enrichment to recover the expenses paid by Plaintiff.

The relief sought is: money damages in the amount of fifty thousand dollars and zero cents (\$50,000.00), together with expenses in the amount not less than fifty thousand dollars and zero cents (\$50,000), for damages not less than one hundred thousand dollars (\$100,000), together with interest and costs, including reasonable attorney's fees.

Should Defendants fail to appear herein, judgment will be entered by default for the sum of not less than one hundred thousand dollars (\$100,000), with interest from the date of August 30, 2014, and costs and attorney's fees of this action.