

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

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CAHUENGA, INC., as  
Assignee of IMP Entertainment,

Index No.:

*Plaintiff,*

**VERIFIED  
COMPLAINT**

-against-

ONIKA TANYA MARAJ a/k/a NICKI MINAJ

*Defendant.*

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Plaintiff CAHUENGA, INC. by and through its attorneys CZIK LAW, PLLC, as and for its Complaint, upon information and belief, alleges as follows:

**PARTIES**

1. Plaintiff CAHUENGA, INC (hereinafter “CAHUENGA”) is a corporation formed in and operating under by virtue of the laws of the state of California.
2. Defendant ONIKA TANYA MARAJ a/k/a NICKI MINAJ (hereinafter “MINAJ”) is a resident of New York and pursuant to the subject contract may be served at the address of her representative/agent Epitome Group, LLC located at 1166 Avenue of the Americas, New York, New York 10036.

**JURISDICTION**

3. Jurisdiction is appropriate over Defendant MINAJ under § 301 of the New York Civil Practice Law and Rules.
4. Defendant MINAJ entered into an Agreement with Plaintiff CAHUENGA which contained the following clause: “The validity, construction and effect of this contract shall be governed by the laws of the State (i.e., New York) set forth in the letterhead address at the top of

this contract, regardless of the place of performance unless otherwise provided in the attached ARTIST rider.”

5. The aforementioned letterhead reads, “The Epitome Group, LLC, PO Box 3076, New York, New York 10163.” Thus, the Agreement shall be governed by the laws of the State of New York.

6. Alternatively, long-arm jurisdiction for New York is appropriate over Defendant under § 302 of the New York Civil Practice Law and Rules, as Defendant MINAJ “...(i) transacts business in this State, and/or (ii) committed tortious acts within the State, and/or (iii) committed tortious acts outside of this State causing injury to plaintiff in this State, and (a) regularly does or solicits business or derives substantial revenue from services rendered within this State, or (b) expects or should reasonably expect the act to have consequences in the State and derives substantial revenue from interstate or international commerce.”

#### VENUE

7. Venue is appropriate over Defendant MINAJ under § 501 of the New York Civil Practice Law and Rules.

8. Defendant MINAJ entered into an Agreement with Plaintiff CAHUENGA which contained the following clause: “The validity, construction and effect of this contract shall be governed by the laws of the State (i.e., New York) set forth in the letterhead address at the top of this contract, regardless of the place of performance unless otherwise provided in the attached ARTIST rider.”

9. The aforementioned letterhead reads, “The Epitome Group, LLC, PO Box 3076, New York, New York 10163.” Thus, the Agreement shall be governed by the laws of the State of New York.

10. Alternatively, venue is appropriate over Defendant MINAJ under § 503 of the New York Civil Practice Law and Rules (“CPLR”), as “...the place of trial shall be in the county in which

one of the parties resides when it was commenced; or, if none of the parties then resided in the state, in any county designated by the plaintiff[.] A party resident in more than one county shall be deemed a resident of each such county.”

11. Defendant MINAJ resides in the County of New York and Plaintiff CAHUENGA has designated New York County as the appropriate venue in the instant action.

### STATEMENT OF FACTS

12. On or about February 5, 2011, Defendant MINAJ entered into a written agreement (hereinafter the “Agreement”) whereby Defendant MINAJ agreed to appear for a specific length of time at a specific date, time and place as a celebrity host as part of the NBA All-Star Weekend. The event and appearance were scheduled to take place on February 19, 2011 at Siren Studios in Hollywood, California. A copy of the Agreement is annexed hereto as **Exhibit “A”**.

13. Pursuant to the terms of the Agreement, Plaintiff CAHUENGA agreed to pay Defendant MINAJ the total sum of Fifty-Three Thousand Fifty Dollars (\$53,050.00) as compensation for Defendant MINAJ’s appearance. The compensation included a hosting fee of Fifty Thousand Dollars (\$50,000.00), an additional Three Thousand Dollars (\$3,000.00) for hotel accommodations, and an additional Fifty Dollars (\$50.00) to cover all bank transaction fees and artist rider requirements. Plaintiff CAHUENGA agreed to pay Twenty-Eight Thousand Fifty Dollars (\$28,050.00) no later than three (3) business days after the execution of the Agreement (the “Initial Deposit”) and to pay an additional Twenty-Five Thousand Dollars (\$25,000.00) no later than three (3) business days prior to the event (the “Remaining Balance”).

14. On February 10, 2011 Plaintiff CAHUENGA paid Defendant MINAJ the Initial Deposit of Twenty-Eight Thousand Fifty Dollars (\$28,050.00). Copies of wires and transfers are annexed hereto as **Exhibit “B”**.

15. On February 17, 2011, Plaintiff CAHUENGA paid Defendant MINAJ the remaining balance of Twenty-Five Thousand Dollars (\$25,000.00) due pursuant to Section 10(B) of the Agreement. Copies of wires and transfers annexed hereto as **Exhibit "B"**.

16. Pursuant to the Agreement, Defendant MINAJ had a right to refuse to perform and appear only if Plaintiff CAHUENGA refused or neglected to provide any of the material items, refused or neglected to perform any of its obligations pursuant to the Agreement, and or failed to make any of the payments pursuant to Agreement. See Paragraph 21 of the Agreement annexed hereto as **Exhibit "A"**.

17. Plaintiff CAHUENGA did not refuse or neglect to provide any of the material items or to perform any of its obligations pursuant the Agreement, nor did it fail to make any of the payments pursuant to the Agreement. All payments were properly made, accepted and received pursuant to the terms of the Agreement.

18. Pursuant to the Agreement, Defendant MINAJ was required to appear on February 19, 2011 from 12:00 a.m. until 1 a.m., for one (1) specific hour. See Paragraphs 6 and 7 of the Agreement attached hereto as **Exhibit "A"**.

19. However, Defendant MINAJ arrived at the event no earlier than 1:30 a.m. (ninety (90) minutes late), and left the event before 2:00 a.m. (for a total appearance time of less than thirty (30) minutes). This appearance, under the circumstances, did not benefit Plaintiff CAHUENGA at all and in essence, defeated the entire purpose of the Agreement.

**AS AND FOR THE FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

20. Plaintiff CAHUENGA repeats and realleges each and every allegation set forth in Paragraphs 1 through 19 of this Complaint as more fully set forth at length herein.

21. On or about February 10, 2011, Plaintiff CAHUENGA and Defendant MINAJ entered into a valid, enforceable Agreement. A copy of the Agreement is annexed hereto as **Exhibit "A"**.

22. Plaintiff CAHUENGA fully performed its obligations and duties pursuant to the terms of the Agreement.

23. Defendant MINAJ's conduct constitutes a material breach of the Agreement by failing to appear at the agreed time and for the agreed duration.

24. As a result of Defendant MINAJ's breach, Plaintiff CAHUENGA has suffered damages, including but not limited to, the Fifty-Three Thousand Fifty Dollars (\$53,050.00) paid by Plaintiff CAHUENGA to Defendant MINAJ, plus lost revenues, including but not limited to, refund claims and lost sales.

25. No part of said sum has been paid, despite due demand.

**AS AND FOR THE SECOND CAUSE OF ACTION  
(Unjust Enrichment)**

26. Plaintiff CAHUENGA repeats and realleges each and every allegation set forth in Paragraphs 1 through 25 of this Complaint as more fully set forth at length herein.

27. Defendant MINAJ received the benefit of the payments listed herein while failing to provide services pursuant to the Agreement.

28. By virtue of the aforementioned facts and actions and inactions on the part of Defendant MINAJ as described in detail above, Defendant MINAJ has been unjustly enriched.

29. As a direct result of Defendant MINAJ's conduct, Plaintiff CAHUENGA has suffered damages in the amount of Fifty-Three Thousand Fifty Dollars (\$53,050.00) and is thus entitled to compensatory and other additional damages as this Court may deem just and proper.

**AS AND FOR THE FIRST CAUSE OF ACTION  
(Breach of Implied Covenant of Good Faith and Fair Dealing)**

30. Plaintiff CAHUENGA repeats and realleges each and every allegation set forth in Paragraphs 1 through 25 of this Complaint as more fully set forth at length herein.

31. In New York, the implied covenant of good faith and fair dealing in the course of performance "embraces a pledge that neither party shall do anything which will have the effect

of destroying or injuring the right of the other party to receive the fruits of the contract.” *Rooney v. Slomowitz*, 11 A.D.3d 864, 867, 784 N.Y.S.2d 189, 194 (2004).

32. Defendant MINAJ received good and valid consideration in exchange for her services, which included showing up at an agreed location at an agreed time for an agreed duration.

33. Defendant MINAJ failed to show up at the agreed time of 12:00 a.m.

34. Defendant MINAJ failed to remain for the agreed duration of time of one (1) hour.

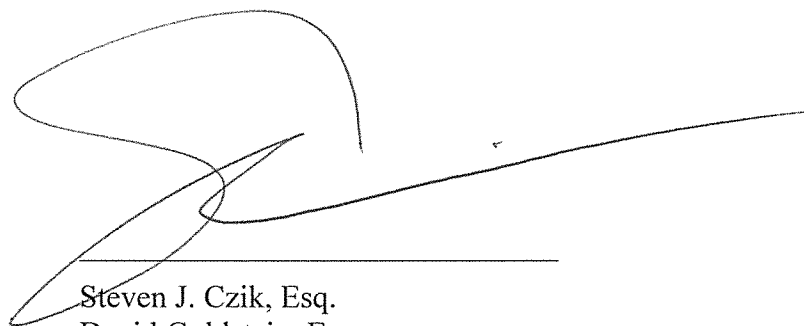
35. As a result of Defendant MINAJ’s actions, Plaintiff CAHUENGA’s right to receive the fruits of the Agreement has been destroyed and or injured and Plaintiff CAHUENGA has suffered damages, including but not limited to, the Fifty-Three Thousand Fifty Dollars (\$53,050.00) paid by Plaintiff CAHUENGA to Defendant MINAJ, plus lost revenues, including but not limited to, refund claims and lost sales.

**WHEREFORE**, it is kindly and respectfully requested that the Court award judgment in favor of Plaintiff CAHUENGA and against the Defendant as follows:

- a) On the first cause of action (breach of contract), a judgment for money damages in an amount of Fifty-Three Thousand Fifty Dollars (\$53,050.00), plus lost revenues, including but not limited to, refund claims and lost sales, and other additional damages as this Court may deem just and proper.
- b) On the second cause of action (unjust enrichment) a judgment for money damages in an amount of Fifty-Three Thousand Fifty Dollars (\$53,050.00) and other additional damages as this Court may deem just and proper.
- c) On the third cause of action (breach of the implied covenant of good faith and fair dealing) a judgment for money damages in an amount of Fifty-Three Thousand Fifty Dollars (\$53,050.00), plus lost revenues, including but not limited to, refund

claims and lost sales, and other additional damages as this Court may deem just  
and proper.

Date: New York, New York  
December 23, 2014

A large, stylized handwritten signature in black ink, appearing to read 'S. Czik', is written over a horizontal line. The signature is fluid and somewhat abstract, with a large loop at the top and a long, sweeping tail that extends to the right.

Steven J. Czik, Esq.  
David Goldstein, Esq.  
CZIK LAW PLLC  
*Attorneys for Plaintiff*  
401 Greenwich Street  
New York, New York 10013  
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**ATTORNEY VERIFICATION**

STATE OF NEW YORK    )  
                                  )        ss.:  
COUNTY OF NEW YORK )

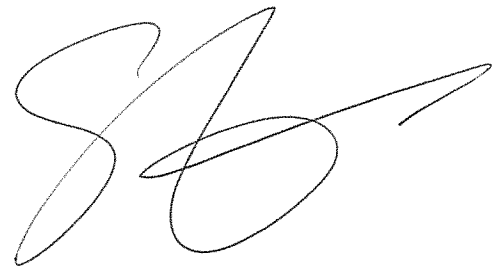
STEVEN J. CZIK hereby affirms under the penalties of perjury the following:

That he is the attorney for plaintiff herein.

That he has read and knows the contents of the foregoing **VERIFIED COMPLAINT** that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief and that as to those matters he believes it be true.

That the reason why this verification is made by your affirmant instead of by the plaintiff is because the plaintiff is not within the County of New York, which is the County where your affirmant has his office. Your affirmant further says that the grounds of the belief as to all matters in the said Summons and Verified Complaint are statements of said plaintiff's papers and records in their possession, and a general investigation of the facts of this case.

Dated: New York, New York  
February 8, 2017



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