

**Square Roots, LLC v Floyd**

2021 NY Slip Op 31003(U)

March 30, 2021

Supreme Court, New York County

Docket Number: 161041/2019

Judge: Louis L. Nock

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This opinion is uncorrected and not selected for official publication.

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

**PRESENT: HON. LOUIS L. NOCK** PART IAS MOTION 38EFM

*Justice*

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INDEX NO. 161041/2019

SQUARE ROOTS, LLC,

MOTION DATE 07/15/2020

Plaintiff,

MOTION SEQ. NO. 001

- v -

DARREN FLOYD AKA VENUS BROWN, BUDDAH BROWN  
INTERNATIONAL, LLC, BUDDAH BROWN  
ENTERTINAMENT, BUDDAH BROWN ENTERTAINMENT,  
INC.

**DECISION + ORDER ON  
MOTION**

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

were read on this motion to/for JUDGMENT - DEFAULT

Upon the foregoing documents, the motion of plaintiff Square Roots, LLC ("Plaintiff") for entry of a default judgment against defendants Darren Floyd a/k/a Venus Brown ("Floyd"), Buddah Brown International, LLC, Buddah Brown Entertainment, Buddah Brown Entertainment, Inc. (together, "Buddah Brown") is granted on default and without opposition.

**Discussion**

Plaintiff commenced this action to recover damages from the breach of a settlement agreement between Plaintiff and Buddah Brown, dated July 28, 2017 (the "Agreement"). Plaintiff also alleges that defendants Buddah Brown International, LLC, Buddah Brown Entertainment, Buddah Brown Entertainment, Inc. are alter egos of Floyd and that Buddah Brown International, LLC and Buddah Brown Entertainment, Inc. and were not authorized to do business during the course of dealings with Plaintiff. All defendants were served with process

and have not answered or otherwise appeared in the action. Plaintiff now moves for entry of a default judgment. Plaintiff also seeks an award of attorneys' fees and punitive damages.

A plaintiff that moves for entry of a default judgment for a defendant's failure to answer the complaint must demonstrate its entitlement to same by submitting proof of the summons and complaint upon defendant, proof of the facts constituting its claim, proof of default, and proof of service of all required additional notices (CPLR 3215[a], [g]). Plaintiff has met its burden on this motion by submission of the affidavit of Morad Fareed ("Mr. Fareed"), CEO of Plaintiff, with exhibits thereto, and the affirmation of Cynthia H. Fareed, Plaintiff's counsel, with exhibits thereto. In his affidavit, Mr. Fareed attests that Plaintiff entered into an agreement with Buddah Brown whereby Buddah Brown agreed to create and provide certain video and music content for Plaintiff's national branding and awareness campaign in exchange for a sum of \$100,000 (Fareed aff ¶¶ 2-3). When Buddah Brown failed to produce any of the contracted-for content, the parties entered into the Agreement, pursuant to which Buddah Brown agreed to repay \$85,000 to Plaintiff. The Agreement further provides that, in the event of default under the Agreement, Buddah Brown would be obligated to repay Plaintiff the full \$100,000 with attorneys' fees and costs (Fareed aff, exhibit A ¶ 3). Mr. Fareed attests that Buddah Brown then defaulted by failing to repay the amount owed pursuant to the Agreement.

The affirmation of Plaintiff's counsel demonstrates proof of service of the summons and complaint on all defendants, proof of the subsequent default, proof of all required additional notices, and proof of facts supporting the alter ego allegations. These allegations are further supported by exhibits attached to the Fareed affirmation that demonstrate that the State of Delaware lists the LLC status of Buddah Brown International, Inc. as "Cancelled, Failure to Pay Tax," and the State of California similarly indicates the corporate status of Buddah Brown

Entertainment, Inc. as “FTB SUSPENDED” (Fareed affirmation, exhibits F-G). By defaulting, the defendants are “deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]).

Plaintiff is, therefore, entitled to entry of a default judgment on its breach of contract claims. Plaintiff is also entitled to an award of reasonable attorneys’ fees, as provided for by the Agreement. Whereas Plaintiff did not submit an affirmation attesting to the amount of attorneys’ fees owed, this matter will be scheduled for an inquest to determine the amount of reasonable attorneys’ fees. Plaintiff’s causes of action for unjust enrichment and conversation are duplicative of the breach of contract claims, and are, therefore, severed and dismissed. Finally, Plaintiff has not demonstrated any entitlement to an award of punitive damages and that portion of its motion is denied.

Accordingly, it is

ORDERED that Plaintiff’s motion for entry of a default judgment is granted in part and to the extent that a default judgment shall be entered as to Plaintiff’s first and second causes of action and Plaintiff’s request for an award of attorneys’ fees; and it is further

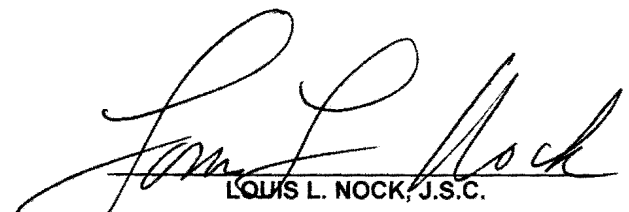
ORDERED that Plaintiff’s motion is denied as to the third and fourth causes of action for unjust enrichment and conversion, and request for punitive damages, and these causes of action are severed and dismissed; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff Square Roots, LLC and against Darren Floyd a/k/a Venus Brown, Buddah Brown International, LLC, Buddah Brown Entertainment, Buddah Brown Entertainment, Inc., jointly and severally, in the principal sum of \$100,000, with interest at the statutory rate from August 7,

2017, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED that an inquest to determine the amount of reasonable attorneys' fees will be held on April 27, 2021 at 11:00 a.m. by Microsoft Teams appearance to be arranged by the court.

3/30/2021  
DATE

  
LOUIS L. NOCK, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
APPLICATION:	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>		<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>		<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>	REFERENCE
	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>		<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	