

NORTH CAROLINA)
)
FORSYTH COUNTY)

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
18 CVS 474

MICHAEL TERRY,)
d/b/a STACK DOLLARS EMPIRE,)
and STACK DOLLARS EMPIRE, LLC)
Plaintiffs,)
v.)

JUDGMENT

BRANDON MIMMS a/k/a B MIMMS)
a/k/a BRANDON MIMS a/k/a B MIMS,)
MARIO MIMS a/k/a YO GOTTI,)
COLLECTIVE MUSIC GROUP a/k/a)
CMG a/k/a COCAINE MUZIK GROUP)
Defendants.)

L. J. Callaway
FORSYTH CO., C.S.C.
2019 MAY 28 P 4 24
FILED

THIS CAUSE coming on to be heard before the Honorable L. Todd Burke, Chief Superior Court Judge, during the 28 day of May, 2019 session of Forsyth County Civil Superior Court; and it appearing to the Court that Plaintiff is present with counsel, Clarke Dummit, Abigail Seymour, and Brett Moore of Dummit Fradin. The Defendants are not present, and an entry of default has previously been granted on July 23, 2018.

AND IT APPEARING THAT The matter was called for trial as to the damages, and the Plaintiff waived a jury and presented evidence regarding damages contained in two affidavits presented in open court, and the Court sitting as a jury rendered a verdict in the amount of \$2,200,000.00 for actual and foreseeable damages.

AND FURTHER IT APPEARING THAT The Court sitting as the jury further found based upon the affidavits presented in open court that the acts of the Defendant Mario Mimms, a/k/a Yo Gotti constituted unfair and deceptive trade practices such that the above damages should be trebled pursuant to N.C. Gen. Stat. § 75-16.

AND FURTHER IT APPEARING THAT after reviewing the evidence presented, arguments of counsel, the relevant law, and the verdict entered, the Court makes the following findings of fact and conclusions of law:

Findings of Fact

1. Plaintiff, Michael Terry, is a citizen and resident of Forsyth County, North Carolina and has been a citizen of North Carolina for at least six (6) months preceding the commencement of this action.
2. Plaintiff Stack Dollars Empire, LLC is a North Carolina Limited Liability Corporation in good standing with the State of North Carolina and is wholly owned by Plaintiff Michael Terry.

3. Defendant Brandon Mimms a/k/a B. Mimms a/k/a Brandon Mims a/k/a B Mims is a citizen and resident of Atlanta, Georgia and is not present in Court on this date. This Defendant was not served with this suit. Brandon Mimms is the brother of Mario Mimms, a/k/a Yo Gotti.

4. Defendant Mario Mims a/k/a Yo Gotti is a citizen and resident of Albany, New York and is not present in Court on this date. This Defendant did not respond to the complaint that was lawfully served upon him on May 6, 2018, and an entry of default has been entered against him.

5. Collective Music Group a/k/a CMG a/k/a Cocaine Muzik Group is treated as a corporate entity by Brandon and Mario Mimms; however, whether it is registered in any state is unknown. CMG is not represented by any person or attorney in Court on this date. This Defendant-Corporation was not served. Brandon Mimms serves as the company's president Mr. Mario Mimms, a/k/a Yo Gotti, is the company's owner.

6. Plaintiff Terry, by and through his Corporation, Plaintiff Stack Dollars Empire, LLC, contractually represents a musician by the name of "Young Fletcher" for promotion purposes.

7. Plaintiff Terry, by and through his Corporation, Plaintiff Stack Dollars Empire, LLC, entered into an implied-in-fact contract with Mario Mimms, a/k/a Yo Gotti to sing an accompaniment on one of Young Fletcher's songs in the hopes of raising Young Fletcher's popularity.

8. Defendant Yo Gotti partially fulfilled the terms of the contract by singing on the track and took a payment of \$20,000 to do so.

9. Defendant Yo Gotti later refused, after many attempts by agents, lawyers, and friends, to release the song for distribution, which has disallowed the Plaintiffs to legally sell the song or put it on sites such as Spotify, Tidal, Apple Music, and YouTube, among many others.

10. Defendant Yo Gotti has offered no explanation for the lack of action and has had virtually no contact with the Plaintiffs in nearly two years.

11. Young Fletcher is an R&B artist from North Carolina known within local music circles for his talent and professionalism. In 2015, Plaintiff Terry was able to book Young Fletcher into nightclubs around the state to perform live, and he would earn \$1000 per performance.

12. In the urban hip-hop music business, it is industry practice to have an established artist contribute vocals to a recording for a lesser-known artist, which helps the newer artist's career. The song can then be marketed as a recording by "Young Fletcher, featuring Yo Gotti," which is how Plaintiff Terry was planning to use the song.

13. This practice is commonly referred to as "Jump Starting" a young artist's career and requires a "side artist agreement" and a typical fee is between \$10,000 and \$20,000.

14. Yo Gotti assured Plaintiff Terry that he would finalize the side artist agreement paperwork necessary for him to release the song, and Plaintiff Terry proceeded to promote Young

Fletcher's upcoming track featuring Yo Gotti.

15. The Plaintiffs relied upon the false and deceptive representations of Defendant Yo Gotti and paid him the second half of the agreed payment.

16. In finding the exact figure of damages, the Court relied upon the testimony of two witnesses who have a long background in the industry and who kept up with Industry information and news sources including websites, such as YouTube, Spotify, CNET, Forbes, along with witnesses' testimony about the range of damages.

17. Reggie Green, a person with special professional and personal knowledge of Young Fletcher, Plaintiff Terry, Yo Gotti, and the music industry in the Piedmont Triad provided an affidavit for the Court.

18. Mr. Green presented testimony about similarly situated artists who have been jump started by Yo Gotti and presented the court with the earning range for both live shows and online downloads.

19. Plaintiff presented evidence exhibiting Plaintiffs have damages between \$1,564,285.71 on the low side, and \$3,519,642.86 on the high side; however, based more specifically upon the evidence presented by Mr. Green the Court has found that the figure of \$2,200,000.00 are the actual damages suffered.

20. The Defendant Yo Gotti willfully engaged in actions that constitute an unfair or deceptive trade practice, and he unwarrantedly refused to fully resolve the matter in that Yo Gotti:

- a. made false representations to the Plaintiffs to induce them not to release the track while he actually recorded a track with the same phrasing, so it would intentionally make the Plaintiff look like he was copying Yo Gotti. When, in fact, the Plaintiff had recorded the song first and was prevented from releasing it based upon Yo Gotti's willful and deceitful conduct.
- b. went behind Plaintiff Terry's back by contacting Young Fletcher directly and privately offering Fletcher \$150,000.00 to leave Plaintiff's label and join Yo Gotti's instead.

21. Yo Gotti's actions were willful and malicious and caused actual injury to the Plaintiffs.

22. Yo Gotti collected the payments from the Plaintiffs after making false pretenses, and false representation, which constitute actual fraud.

23. Yo Gotti's actions were willful and malicious and intended to cause injury to the Plaintiffs.

24. The Plaintiffs' firm, Dummit Fradin, has expended hours of resources to the filing and prosecution of the claims by the Plaintiffs, and is entitled to attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1, in an amount to be determined at such future hearings as the plaintiff may

schedule.

Based upon the above **Findings of Fact**, the Court makes the following:

Conclusions of Law

1. The Court has jurisdiction over the parties and the subject matter.
2. The Plaintiffs have a common law right to recover damages because of the Defendant's Breach of Contract for failing to perform pursuant to the implied-in-fact contract between the parties.
3. The Plaintiffs have a statutory right to recover damages for Unfair and Deceptive Trade Practices under N.C. Gen. Stat. § 75 as Defendant Yo Gotti engaged in an unfair and deceptive act, in the course of a commercial transaction, and was the proximate cause of damages to the Plaintiffs.
4. Based on the doctrine of election of remedies, the Plaintiffs can only recover on either Breach of Contract or Unfair and Deceptive Trade Practices, but not both.
5. Actual damages for Unfair and Deceptive Trade Practices are to be treble damages, by statute.
6. Attorneys' fees are allowed by N.C. Gen. Stat. § 75-16.1 when the Defendant willfully engages in an act or practice that constitutes an unfair or deceptive trade practice, and there was an unwarranted refusal by such party to fully resolve the matter.
7. Yo Gotti's actions were willful and made maliciously to attempt to steal a young artist from a competitor.
8. The money collected by Yo Gotti was acquired under the false pretense that Yo Gotti would sign a release for use of the track for which the Plaintiffs had paid.
9. Yo Gotti made false representations to the Plaintiffs as set out in the above findings of fact, which were made maliciously with the intent to deceive the Plaintiffs.
10. Plaintiffs have proved actual damages in the amount of \$2,200,000.00.
11. Yo Gotti's actions as found in the Findings of Fact constitute Unfair and Deceptive Trade Practices and entitle the Plaintiffs to treble the actual damages.


Based upon the above Findings of Fact and Conclusions of Law **IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, as follows:

1. The Plaintiffs jointly and severally shall be awarded actual damages in the amount of \$2,200,000.00 as evidenced by the verdict entered at the conclusion of the trial, and said amount shall be trebled for willful, unfair, and deceptive acts to the amount of \$6,600,000.00 against Mario Mimms, a/k/a Yo Gotti.

2. The Plaintiffs jointly and severally shall be entitled to post-judgment interest at the legal rate from this day forward.

3. The Plaintiffs' claim for attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1 has not been addressed at this time, and the Plaintiffs may move for those fees at a future date.

This the 28th day of May 2019.


Honorable L. Todd Burke,
Chief Superior Court Judge