

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

GREGORY CHARLES ROYAL,
THE BEBOP CHANNEL CORPORATION,

Index No. _____

Date Index No. Purchased June 9, 2023

Plaintiff,

SUMMONS

-against-

GIGGSTER INC.,
YURI BARANOV.
TYLER QUIEL

Defendants.

To the Person(s) Named as Defendant(s) above: PLEASE TAKE NOTICE THAT YOU ARE SUMMONED to answer the complaint of the plaintiff(s) herein and to serve a copy of your answer on the plaintiff(s) at the address indicated below within 20 days after 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, a judgment will be entered against you by default for the relief demanded in the complaint. Dated: June 9, 2023.

**/s/ Gregory Charles Royal
Gregory Charles Royal
178 Columbus Ave, #231143
New York, NY 19923**

Defendants

**Giggster Inc.,
Yuri Baranov,
Tyler Quiel,
3220 Nebraska Ave., Santa Monica, CA 90404**

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

GREGORY CHARLES ROYAL
THE BEBOP CHANNEL CORPORATION,

Index No. _____

Plaintiff,

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

-against-

GIGGSTER INC.,
YURI BARANOV.
TYLER QUIEL

Defendants.

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Plaintiff, the BeBop Channel Corporation, by Gregory Charles Royal, Interim CEO of the company, as and for his Verified Complaint, respectfully alleges:

I. NATURE OF THE ACTION

1. After an executed contract, signed by the Chief Executive Officers of the parties' companies, Defendants engaged in a course of conduct that not only breached the contract's terms by failing to pay \$400,000 in cash and \$491,000 in other liabilities at closing, but they also engaged in a scheme to defraud Plaintiff of the substantial proprietary assets which comprise its photo publication and website properties (assets), including but not limited to content, company records, websites, logins, trademarks, licenses and subscriber and advertiser data.
2. Further, Defendants engaged in a theft of service with regard to obtaining the components of Plaintiff's photo properties from Plaintiff's technical team behind their security firewall as the team compiled, configured, and transmitted intellectual property to honor Defendants' customized requests.
3. Defendants' course of conduct, to transact the receipt of these assets with extensive interaction with Plaintiff's technical team was carried out by the founder and by the CEO of Giggster Inc. for nearly a week-long period when Defendants knew that they had no intention of honoring the payment terms of the contract; a contract that Defendants made revisions to and approved right up through the signing of the contract.

II. THE PARTIES

A. Plaintiff

Plaintiff is The BeBop Channel Corporation, a publicly held company registered in New York State and whose mailing address is 178 Columbus Avenue, #231143 New York, NY 10023. BeBop is perhaps the first public company dedicated to the presentation of jazz, dance, and theatre and recently acquired Madavor Media LLC, now a wholly-owned subsidiary of BeBop which published and produced several magazines including JazzTimes and the photography magazines and websites Outdoor Photographer, Imaging Resource, Digital Photo, and Digital Photo Pro which are the subject of this complaint. Gregory Charles Royal, the CEO of BeBop, is a United States citizen and is an African-American jazz musician and educator with over 50 years of experience.

B. Defendants

Defendant One (Giggster Inc): Giggster Inc. is a California Corporation with offices at 3220 Nebraska Avenue Santa Monica, CA 90404 and 1935 Walgrove Avenue Los Angeles, CA 90066.

According to its LinkedIn Page:

“Giggster is the Airbnb for filming locations - connecting content creators directly with thousands of property-owning hosts. Launched in May 2017, Giggster operates across the USA, Canada and UK. Our clients include major production studios like Netflix and Disney, global fashion brands like H&M and Michael Kors, as well as thousands of independent media makers and production houses.”

According to Zoom Info, Giggster has been the recipient of at least two private equity funding rounds since December 15, 2020.

Defendant Two (Yuri Baranov): Yuri Baranov is the founder of Giggster Inc. address unknown.

Defendant Three (Tyler Quiel): Tyler Quiel is the CEO of Giggster Inc, address unknown.

III. JURISDICTION, APPLICABLE LAW and VENUE

Pursuant to C.P.L.R. § 503, venue is proper in New York County because Plaintiff, a corporation registered in the State of New York, resides in that county, Defendant regularly conducts business in New York County, and such business that is related to the photography business at the heart of this claim.

IV. FACTUAL ALLEGATIONS

4. The facts in this case are well documented through emails and transcriptions of Slack App communications that took place between Plaintiff's technical team and Defendants.
5. On May 25, 2023, Defendants contacted Plaintiff to purchase its photo properties, a stable of print magazines and websites: Outdoor Photographer, Imaging Resource, Digital Photo, and Digital Photo Pro whose sale was publicly announced on Plaintiff's websites as an "As Is" bundle for \$500,000.
6. There was substantial controversy surrounding Plaintiff's photo properties, in particular Imaging-Resource.com, that many in the photo community were incensed about when it was taken offline by Plaintiff in the weeks prior to the public sale announcement.
7. Defendants, who operate the website Giggster.com wished to expedite the purchase of the properties within hours of the parties' initial meeting on May 25, 2023, which was the Thursday prior to Memorial Day weekend.
8. Defendants requested that an Asset Purchase Agreement be immediately drawn up for which Plaintiff accommodated Defendants' request; Plaintiff sent the Asset Purchase Agreement to Defendants at around 6:30 PM EST on May 25, 2023.
9. Defendants responded at 9:22 PM EST on May 25, 2023 *"Our lawyer is reviewing it. I instructed her to focus on the substance. Hopefully, we can hear back from her tonight or tomorrow morning. At a glance, the agreement does look straightforward. 1) Tyler asked me to ask about the HDVideoPro domain. On the call, Amanda mentioned it was available and could be included with this package because the content was rolled into another website already. Can you confirm? 2) Do I correctly understand the process:a) We go under contract (we will countersign granted there are no material objections from the lawyer) b) On or around June 2 we go through the asset transfer process when your team and our team orchestrate the transfer of all assets, such as domains, content, archives, etc. If so, can we start the process earlier upon executing the agreement? Based on my experience, this process takes longer than a single day and can span over a few days with some back and forth.c) Giggster processes the payment (wire transfer) upon receiving the assets, and the sale shall be complete. 3) Do you have the ability to roll back the redirect for Imaging Resource because it hurts the domain and reduces the value of the bundle?"*

10. Plaintiff responded in the affirmative to all of the Defendants' questions.
11. At 10:23 PM EST, Defendants wrote *"Greg, our lawyer just came back with a lot of red lines around reps, warranties, and indemnification. I know we won't get this done if we follow her advice. Her only reasonable ask was to clarify the ownership of the assets by BeBop, maybe get the original asset purchase agreement that assigns the rights to BeBop. More importantly, with every day that passes by, the value of the assets diminishes because search engines de-index content, and permanent damage is done. Here's what makes sense to unblock it. Drop the cash price to \$400K so that we can create an internal special circumstances fund to address all types of crap related to this purchase, and we'll countersign ASAP and rush to restore assets to reduce the damage and will work towards closing on the 2nd as per the original agreement. Deal?- Yuri"*
12. Plaintiff responded: *"Sounds good. FYI the sale is part of our public filings at <https://www.otcmarkets.com/stock/BBOP/disclosure> We can refer to the asset purchase no problem. We can send that agreement along for reference. Coming shortly..."*
13. Plaintiff then corrected its statement *"Sorry, We won't be able to send over the actual agreement as there are other non-public components to it, but the OTC Markets disclosures are highly regulated and subject us to criminal liability if they were false. This press release them would evidence that Madavor is a wholly-owned subsidiary of The BeBop Channel Corporation."*
14. At 10:55PM EST, Defendants responded: *"Got it. If so, please resend the amended agreement and let's move forward.- Yuri"*
15. At 11:41PM EST Defendants' CEO Tyler Quiel wrote: *"Hi Greg, Thanks for sending this over. We're happy to have come to terms. One small thing. We noticed that there's a typo in stating the purchase price at \$991,827.40. It looks like it is spelled out appropriately, but needs to be adjusted to \$891,827.40 in numbers. As discussed this morning, we're assuming that imaging-resource.com was redirected to save money and hassle of dealing with photographers. Can you confirm that all the underlying site files and content are still available and can be rolled back immediately once the contract is signed with the help of your CTO?"*
16. At 12:31AM EST on May 26, 2023 Defendants wrote: *"Hi Greg, Thanks for making these adjustments. See attached for a countersigned agreement. Please let me know if your CTO can be available in the AM PT to connect and discuss the rollback of*

<https://www.imaging-resource.com>. We'll plan on having an engineering leader from our side available to support and confirm details of transfer related to all web properties.
Thanks, Tyler”

17. At 12:52AM EST on May 26, 2023, upon receiving the countersigned agreement, Plaintiffs sent this email introduction and announcement of the sale to Plaintiff's team and copying Defendants: *”Greetings All, David and Ryan, I want to introduce you to Yuri Baranov and Tyler Quiel from Giggster.com who have just purchased all of the photo properties! They worked diligently to make this all happen smoothly. Although the deal closes on June 2nd and with the holiday coming up, they are really intent on getting the redirect on IR put back to get the site back up immediately. I am hoping that is something that could be done Friday morning to accommodate them and we can get the rest of the transfer of assets done substantially by June 2. I know David you are usually off Fridays but hoping if just the site could be put back online that would be a quick function? Basically, as with the other pubs, all of the print and digital assets and subs will get sent to them and Giggster's team will chime in on this thread. Best, Greg”*
18. The announcement email set forth Defendant's immediate course of action which was to get the Imaging-Resource.com website back up and running.
19. Defendants respond clearly co-announcing the purchase as well, in addition to enlisting Plaintiff's tech team to immediately restore the Imaging-Resource website over the Memorial Day weekend at 1:42AM EST on May 26, 2023: *”Greg, Thank you for the introductions. David and Ryan, It's a pleasure to meet you via email. As Greg outlined, Giggster's number one priority is getting imaging-resource.com back up and running as quickly as possible to mitigate any potential damage from the current 302 redirect. Furthermore, I'd like to introduce Nik Baterovskiy (CTO) and Roman Voronin (Director of Engineering) to support with direction related to transferring domains, files and resources to Giggster servers/accounts. They will be able to support any technical questions that should arise throughout this process. We look forward to hearing back from you and hope that we might find a time to connect Friday morning (tomorrow). Thanks, Tyler*
20. Throughout May 26, 2023, the parties' teams worked together to restore the Imaging-Resource.com website and other data.
21. At 12:45PM EST on May 26, 2023, Defendants continued to schedule and request the transfer of the complete assets by writing to the Plaintiff's Chief Technical Officer, *”Thanks David, Truly appreciate you finding a resolution on short notice. I've just sent out another invite link. Do you have time to jump on a call now to discuss transfer of assets? Thanks, Tyler”*

22. Through May 31 2023 the parties' teams conducted conversations on the Slack App evidencing a mutual, complete, and massive transfer of Plaintiff's photo properties' files.
23. Evidencing an affirmative request for these materials as late as May 31, 2023, Defendants created repository destinations to receive the files and wrote: *"Hi Amanda & David, We would like to get your help with transfer of the other assets itemized within the contract. Can you please assist with filling out the following documents with complete/relevant information and adding platform contextual photo/edit archives, business records, and submissions in the appropriate shared folders:*
- Account Usernames & Passwords:*
<https://docs.google.com/spreadsheets/d/.....>
- All URL's and Sites Associated w/ Acquired Domains:*
<https://docs.google.com/spreadsheets/d....>
- Equipment within Bundle:*
<https://docs.google.com/spreadsheets/.....>
- Patents within Bundle:*
<https://docs.google.com/spreadsheets.....>
- Licenses within Bundle:*
<https://docs.google.com/spreadsheets/d.....>
- Social Media Accounts within Bundle:*
<https://docs.google.com/spreadsheets/.....>
- Reader Submissions:*
<https://drive.google.com/drive/folders.....>
- Photo Archives:*
<https://drive.google.com/drive/folders/.....>
- Edit Archives:*
<https://drive.google.com/drive/folders/.....>
- Business Records:*
<https://drive.google.com/drive/folders....>
- Outdoor Photographer - Magazine Issue Inventory:*
<https://docs.google.com/spreadsheets.....>
- Outdoor Photographer - Receivables for issues after June, 2023:*
<https://docs.google.com/spreadsheets.....>
- Outdoor Photographer - Magazine Issue Inventory:*
<https://docs.google.com/spreadsheets/.....>
- Please let me know if I can answer any questions.*
- Thanks in advance! -Tyler"*

24. On June 1, 2023, after the transfer of the contracted assets, Defendants began writing Plaintiff's team attempting to characterize the assets they acquired as now somehow, for examination purposes, and wrote: *"Amanda, you are correct, with a notion that we are requesting this information for the titles we are looking to purchase. We are working with our legal council to address invalidity issues in the agreement meanwhile finalizing the collection of requirements detailed in the APA. We hope to get this done in the shortest terms possible. **The data from 2020 and on for the mentioned titles will suffice.** Thanks!- Yuri Yuri Baranov President and Founder | Giggster – A better way to book locations*
25. Plaintiff responded to this email with *"Yuri, We have been transferring all assets for these properties to you since Friday 5/26/2023 based on your purchase and our fulfillment of the terms of the asset purchase agreement."*
26. Defendants further responded with, *"Thank you, we are committed to finalizing the transaction. The legal issues are easily resolvable and are perceived as technicalities on our end. Can you confirm when you can deliver the requested info (P&L per asset in the APA)? - Yuri"*
27. Plaintiffs sent the requested P&L documents and wrote: *"Hi Yuri and Tyler, We have gone through the transfer tracker and have marked everything as complete. The only items in process are the Domain transfers, waiting to hear back how you would like to proceed with the Edit archives, and sending magazine inventory. Please refer to the notes column on the transfer tracker as to where these stand. As we have all discussed, there may be things that may require communication over the coming days or weeks and we are here to assist. If you could provide contacts for sales/ editorial/ and subscriptions, that would be helpful for us to forward people along to the appropriate contacts. I have provided wire instructions for your payment to be received by the June 2 closing. I know you've mentioned working through some things on your end.. from our perspective we have fulfilled all our obligations relating to the asset purchase agreement. Including sending all logins, domain transfers, accelerated request to put IR back up etc. in good faith. We wish you much success with your purchase of our Photo properties. We will be on the lookout for the wire tomorrow. Amount: \$400,000. Account Name :The BeBop Channel Corporation Capital One Bank Routing Number: 021407912 Account Number: 7057530142"*
28. June 2, 2023 passed with no payment and Plaintiff responded with the following Notice: *"Please be advised that the deadline for the June 2, 2023 required payment has passed. Therefore, we are forced to proceed with action against you both civilly and criminally. Your brazen and shocking conduct leaves us to conclude that you have conspired with each other to commit fraud and theft against our company — a scheme to get Imaging*

Resource back online. As you have engaged in these actions against a public company registered in the state of New York — and that these actions occurred via electronic communications — we will be engaging with the US Attorney's Office for the Southern District of New York; additionally, we will be engaging private counsel to pursue all relevant claims/charges against you — as a corporation and individually. We will be filing with the US Attorney's office at 12:00pm EST on Monday, June 5, 2023.”

29. On June 3, 2023, Defendants responded with the rhetoric, in common parlance known as the Jedi Mind Trick or GasLighting that had increasingly taken hold “*Dear Gregory, We are in receipt of your latest communication and are quite disappointed with the tone, the threats, and the general spirit of the email. We are genuinely interested in acquiring the assets in question and given the size of the acquisition it is not only prudent for us to conduct basic due diligence prior to moving forward with closing, it is our corporate fiduciary duty to our shareholders and investors to do so. After our legal counsel had an opportunity to review the original agreement, several issues invalidating the agreement were highlighted within the agreement which we communicated to you on May 27, 2023. We have made several attempts to communicate with you to cure these inconsistencies, however, you have not been open to such discussions. Further, on June 1, 2023 we informed you that we were not ready to proceed with the closing and that no funds would be transferred until the highlighted issues were resolved. To highlight some of the issues within the agreement that must be resolved prior to moving forward: – unclear of WHO/WHAT ENTITY owns the assets in question contract is in the name of BeBop, assets appear to be owned by Madavor, signing party is an individual in individual capacity– it is not clear which entity has the right to sell/transfer ownership of assets being acquired– proper reps and warranties are not made on behalf of the entities that may own the assets in question– liabilities that are being assumed by purchaser are not defined nor have any records been provided to substantiate these liabilities In your email you accuse us of not fulfilling our obligation of transferring payment, however, your team has also not provided pertinent documentation which is absolutely required, such as:– financial records as they pertain to the assets have not been provided– copyrights, trademarks, pertinent IP for these assets have not been provided– business records and business flow have not been provided– customer/subscriber information has not been provided– etc Although we would like to believe otherwise, your actions of not providing pertinent company records come across as a potential conspiracy to hide material facts with fraudulent and malfeasant intentions. Furthermore, over the past week we witnessed a lack of proper corporate governance, negligence, and mismanagement, all of which are unacceptable in highly regulated entities such as public companies, their subsidiaries, and affiliated companies.” That said, our intentions to acquire the assets are still serious and instead of going down the path of threatening legal action, we would much rather*

focus on how to resolve the issues at hand and move forward with the purchase. We want to acquire the assets, subject to creating a valid agreement, resolution of incongruences, truthful declaration of assets and liabilities assumed, and proper closing procedures. While we work towards a solution, we confirm that at this time we have not taken ownership of the assets in question. You may remove any access provided during the due diligence period. If it requires any actions on our end to revert access or ensure your exclusive possession of the assets in question, we will swiftly facilitate it upon your request. We propose to create a letter of intent to finalize the discovery process in the presence of the facts mentioned above before creating a valid agreement and closing via a proper process. We are committed to streamlining this process and arriving at a resolution that will serve the interests of both parties. We propose to connect for a conference call next week to further discuss the steps to move forward. Thank you. - Yuri”

V. METHOD OF SCHEME

30. Defendants enter into a contract to first obtain total access and data only to then allege a technical flaw in the contract which they would claim makes the contract null and void - Gaslight the terms- and withhold any payment. Then defendants would proffer a “solution” to the fallaciously void contract by renegotiating a new contract which if Seller agrees, would confirm the original contract’s cancellation for which Defendants would not be obligated to enter into as a new contract; all the while reaping the benefits of receiving the properties for which they could extract the trove of information, including subscriber data, and simply “return” the files—which is impossible for an electronic receipt— when in fact, no new contract comes to fruition.

Defendants' conduct bore out the reality of this scheme when on June 6, 2023, after refusing to make the June 2, 2023, \$400,000 closing payment due to alleged contract invalidity, sent Plaintiff an email to continue “negotiations” (which also cited an untruth that all contract deliverables, that were actually sent as part of the massive data transfer, had not been received):

In pertinent part-

Greg, We have not heard from you regarding the next steps. Are we in agreement to cure the issues in the agreement, receive missing deliverables, and finalize the sale?

On June 7, 2023, Plaintiff responded **in pertinent part-**

We are in receipt of your communication. Consistent with paragraph 12 of the agreement that was signed on May 26, 2023, we will review a proposed amendment with the following conditions:

1)Any proposed Amendment must be signed by you upon submission to us.

2. No Amendment will be considered that alters the agreed-upon sale price in the existing agreement of \$400,000 in cash and \$491,827.40 in subscription liability.

3. Before any Amendment will be considered, a \$200,000 good-faith deposit wire must be made to the account provided to you last week by tomorrow, Wednesday, June 7, 2023, 5pm EST. We have made significant, irreversible transfers of our assets to you and you must demonstrate a good faith deposit at this point. This deposit does not affect the total purchase requirements. Please forward all correspondence to me, however, any accepted amendment will be signed by Greg.

31. Defendant did not respond to Plaintiff's invitation to have them sign upon submission any amendment they would author and prepare, as such signature would lock them into a binding contract relationship, with no lapse in the original covenant and leaving no room out of which to finagle.

32. Defendants also refused to forward even the partial good-faith payment in spite of being in receipt of the massive amount of transferred data files.

33. As of this filing, June 9, 2023, the Plaintiffs have not made any payment whatsoever on the contract.

VI. CLAIM FOR RELIEF

Fraud

Plaintiff realleges and incorporates by reference herein the allegations in IV. FACTUAL ALLEGATIONS.

Defendants, by entering into the contract, represented they would abide by the terms of that contract, namely that they would pay \$400,000 and assume \$491,827.40 in subscription liability. These were terms that Defendants were actively involved in forming. This representation was false as demonstrated by several examples of their conduct and actions AFTER they substantially received the assets:

- 1) They tried to void the agreement based on an immaterial technicality that the CEO's signatures somehow voided the agreement because the term "CEO" was not affixed to their signatures.

- 2) Although Defendants made repeated assertions that they wanted to resolve technical issues with the contract, post-signing, which they claimed prohibited them from paying, the truth about those assertions were exposed as false when they failed to respond to Plaintiff's directive for them to submit those proposed amendments in writing with their signatures. The truth about Defendants' assertions was that they were nothing more than tactics to keep the transaction going while they continued to request and receive the entirety of Plaintiff's intellectual property files.
- 3) Defendants knew their fallacious olive branches to cure contractual terms were a con to both ensure they kept receiving the transfers but to also try to protect themselves on the back end of an assured Breach of Contract claim for non-payment - that no enforceable contract existed.
- 4) Defendants knew their actions would result in significant financial damage to Plaintiff, not only for nonpayment but for that, the public listing of the Photo properties garnered several offers and that the transfer of the assets, which included the complete "keys to the city" would be irretrievable once received electronically. Defendants knew or should have known that their custody of these assets would damage any attempt by Plaintiff to sell such assets to any future buyer, having been compromised in this manner.

That Defendants facilitated this fraud with the aid of emails, apps, and electronic repositories, this is not a cause of action in this filing, however, Plaintiff believes this did occur and would be a matter for federal law enforcement.

Breach of Contract

Plaintiff realleges and incorporates by reference herein the allegations in IV. FACTUAL ALLEGATIONS.

The contract was negotiated, revised, and signed by the parties. Defendants asserted they had an attorney review and following that review, Defendants executed the agreement.

The mountain of documentation demonstrates that the parties, according to the contract's terms, intended to be bound to the extent that Plaintiff sold its "As Is" publications, provided the assets, and adhered to all covenants, expressed and implied, and, asserted that all representations set forth in the agreement were truthful,

There were no defects in the execution or construction of the agreement nor the conduct of the Defendants, to the extent that they requested and received assets and Plaintiff provided them.

Plaintiff, as a result of its acquisition of Madavor Media LLC, owned the assets and had the capacity to contract.

The signatures of the companies' executives on the contract come with the presumption that they are acting as representatives of their respective corporations, especially when examining the genesis of how the contract was negotiated, revised, consummated, and acted upon.

Defendants did not make payment in any amount nor offered any date certain that they would pay any amount and as of June 9, 2023, seven days after Plaintiff fulfilled its obligation to close on June 2, 2023, Plaintiff is still being deprived of \$891,827.40.

Theft of Services

Plaintiff realleges and incorporates by reference herein the allegations in IV. FACTUAL ALLEGATIONS.

The facilitation by Defendants of the allegations set forth was carried out by the summoning and enlistment of Plaintiff's technical team. The act of transferring the entirety of the assets of four publications involves a massive amount of labor and expertise. Additionally, the tasks taken on by the team were behind a firewall of security and access that was proprietary and of which Defendant could not possibly have access to on its own.

Defendant engaged in the theft of such services from Plaintiff as a consequence of its fraudulent actions and its conduct generally for which Defendant has not paid.

VII. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that the Court grants the following relief:

Compensatory Damages:

Economic Due from Contract \$891,827.40 / Other Economic and Non-Economic
\$4,000,000.00;

Punitive Damages: \$20,000,000.00;

Prejudgment and Post-judgement Interest:

Cost of Suit:

and

Granting any other and further relief this Court may deem just and proper for the
the benefit of Plaintiff.

JURY DEMAND

Plaintiff demands a trial by jury.

Dated: June 9, 2023, By: /s/ Gregory Charles Royal

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