

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LUIS GRULLON, :

Plaintiff, :

-- against -- : Case No. 1:24-cv-4892

STEVEN D. LEWIS p/k/a “TANA,” GIUSEPPE :  
ZAPPALA, GALACTIC RECORDS, REPUBLIC :  
RECORDS, and UMG RECORDINGS, INC., :

Defendants. :

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**COMPLAINT**

Plaintiff, Luis Grullon p/k/a Luisss (“Plaintiff” or “Grullon”), by and through his attorneys, Lockyer Law LLC and Kaufman & Kahn, LLP, as and for his Complaint against Defendants Steven D. Lewis f/k/a “Baby Santana” now p/k/a “Tana” (“Lewis”), Giuseppe Zappala (“Zappala”), the unincorporated joint partnership known as Galactic Records (“Galactic Records”), Republic Records, a division of UMG Recordings, Inc. (“Republic Records”), and UMG Recordings, Inc. (“UMG Recordings”, and together with Lewis, Zappala, Galactic Records, Republic Records and UMG Recordings, “Defendants”; and Defendants together with Plaintiff, the “Parties”), alleges as follows:

**NATURE OF THE CASE**

1. This action asserts claims of copyright ownership under the federal Copyright Act and New York State law claims for breach of contract and unjust enrichment.
2. Grullon seeks a declaratory judgment establishing his joint authorship and co-ownership in the composition and sound recording of song, “OFF THA LEASH (feat. Baby

Santana & Luisss)” (the “Original Song”), the composition and sound recording in a remixed version of the Original Song “Off the Leash! (feat. Tana, YvngxChris, & Luisss)” (the “Derivative Song”) and a music video of the Derivative Song (the “Music Video”); a declaratory judgment that the purported contract among Grullon, Galactic Records and Republic Records is null and void; and a judgment awarding to Grullon his 50% share of royalties and profits earned from the Derivative Song and the Music Video.

### **PARTIES**

3. Plaintiff Luis Grullon is a recording artist publicly known as “Luisss.” Grullon is a citizen of Brooklyn, New York.

4. Upon information and belief, Defendant Steven D. Lewis is a recording artist formerly professionally known as “Baby Santana” and now professionally known as “Tana”. Lewis is a citizen of the State of Georgia.

5. Upon information and belief, Defendant Giuseppe Zappala is the manager of Lewis and an executive officer of Galactic Records. Zappala’s citizenship is unknown.

6. Upon information and belief, Galactic Records is an unincorporated joint partnership between Tyler Justin Anthony Sharpe, professionally known as “Lil Tecca”, and Defendant Republic Records, a division of UMG Recordings, Inc. with a principal place of business the State of New York.

7. Upon information and belief, Republic Records is a division of UMG Recordings, Inc. with its principal place of business at 1755 Broadway, New York, New York 10019.

8. Upon information and belief, Defendant UMG Recordings, Inc. a corporation incorporated in the State of Delaware with its principal place of business at 28 Liberty Street, New York, New York 10005.

## **JURISDICTION AND VENUE**

9. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 as this is an action arising under claims under the U.S. Copyright Act 17 U.S.C. § 101 and 17 U.S.C. § 501. This Court may also exercise supplemental jurisdiction over Plaintiff's New York State law claims because they arise under the same set of facts and circumstances as Plaintiff's federal copyright claims.

10. Venue in the Southern District of New York is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events and giving rise to the Plaintiff's claims occurred in the Southern District of New York.

11. Defendants Lewis, Zappala, Galactic Records, Republic Records, and UMG Recordings are properly joined in this action pursuant to Rule 20(a)(2) as their involvement in the same series of transactions or occurrences, and the same questions of law or fact are common to all Defendants.

## **BACKGROUND**

### **Grullon and Lewis' Friendship and Relationship**

12. Grullon and Lewis are both musical artists and rappers in the genre of "Underground Rap."

13. In the summer of 2019, Grullon met Lewis through online video games and were in group chats involving several other musical artists.

14. In the summer of 2019, Grullon was 14 years old.

15. In the summer of 2019, Lewis was 13 years old.

16. When Grullon and Lewis met, Lewis's social media handle was @tana5k and had a following of approximately 1,000 followers.

17. Over time, Grullon and Lewis established a friendship built on their mutual interests in music and video games.

18. Grullon and Lewis often played video games and recorded music together.

19. Prior to Lewis being signed to Defendant Galactic Records, Grullon and Lewis co-created and released several songs together.

20. In May 2021, Lewis visited New York City to spend time with Grullon.

21. During the visit to New York, Lewis and Grullon spent time together, attended music networking events, and filmed a music video together.

22. On May 23, 2021, Grullon and Lewis were invited to a recording session for the artist Lil Tecca.

23. Upon information and belief, Lil Tecca's record label, Galactic Records, was interested in signing Lewis at that time but had not done so.

24. In August 2021, Grullon and Lewis attended the Summer Smash music festival together in Chicago, Illinois with backstage artist access.

25. In late Fall 2021, Lewis was signed to Defendant Galactic Records and Defendant Republic Records by Zappala.

**Grullon and Lewis' Recording and Release History**

26. Prior to Lewis signing his deal with Galactic Records and Republic Records, Grullon and Lewis created several songs together.

27. These songs were joint works of authorship.

28. Some of these songs were released to the public, and others were not released.

29. In the process of making songs together, Grullon and Lewis would send each other beats, lyrics, and vocal recordings to be incorporated into the songs.

30. In the Spring, Summer, and Fall of 2021, Lewis and Grullon made and released several songs together.

**F\*ckitweball**

31. On May 14, 2021, Grullon and Lewis recorded a song together titled, “F\*ckitweball.”

32. The song “F\*ckitweball” featured the vocal performances of both Grullon and Lewis, and the lyrics written by both Grullon and Lewis.

33. On July 16, 2021, Grullon and Lewis released “F\*ckitweball” on streaming platforms.

34. On September 10, 2021, the “F\*ckitweball” music video was published on spotify.com through Grullon’s Spotify Artist account and featured the vocal performances of both Lewis and Grullon.

35. The song “F\*ckitweball” credits both Grullon and Lewis as writers under their legal names—Luis Grullon and Steven Lewis, respectively — and credits both Grullon and Lewis as performers under their performance names — Luisss and BabySantana, respectively.

36. Grullon and Lewis are joint authors of the song “F\*ckitweball.”

**Say My Name (Remix)**

37. On May 28, 2021, Grullon and Lewis were a part of a group of six rap-artists that co-created a track entitled “Say My Name (Remix).”

38. The group released the “Say My Name (Remix)” the same day, May 28, 2021 on streaming platforms.

39. “Say My Name (remix)” featured both Grullon and Lewis’ lyrics

40. “Say My Name (remix)” featured both performances by both Grullon and Lewis.

**“Dougie & Kay pt. 1” and “Dougie & Kay pt. 2”**

41. In August 2021, Grullon and Lewis began creating the song “Dougie & Kay pt. 1.”

42. The song, “Dougie & Kay pt. 1” featured the vocal performances of both Grullon and Lewis and lyrics written by both Grullon and Lewis.

43. On August 15, 2021, the song “Dougie & Kay pt. 1” was published to the music streaming platform soundcloud.com via Grullon’s personal SoundCloud account.

44. On SoundCloud, “Dougie & Kay pt. 1” was credited to both Grullon and Lewis.

45. Grullon and Lewis are joint authors to the song “Dougie & Kay pt. 1.”

46. In February 2022, Lewis and Grullon began making the song “Dougie & Kay pt. 2.”

47. The song, “Dougie & Kay pt. 2” featured the vocal performances of both Grullon and Lewis and the lyrics written by both Grullon and Lewis.

48. In February 2022, the song “Dougie & Kay pt. 2” was released on the music streaming platform soundcloud.com via Grullon’s personal SoundCloud account.

49. On SoundCloud, “Dougie & Kay pt. 2” credited both Grullon and Lewis.

50. Grullon and Lewis are joint authors to the song “Dougie & Kay pt. 2.”

**“OFF THA LEASH” – The Original Song:**

**Creation and Release of the Original Song**

51. As of September 5, 2021, Lewis was not signed to Galactic Records or Republic Records.

52. On September 5, 2021, Grullon and Lewis were playing video games online with one another and discussed creating a new song together.

53. The same day, September 5, 2021, Grullon and Lewis each recorded their own verses for the Original Song (as defined in Paragraph 2).

54. An unreleased and unmixed version of the Original Song features a dialogue between Lewis and Grullon.

55. The Original Song features two verses with one verse written and performed by Grullon and the other verse written and performed by Lewis.

56. The Original Song is two minutes and five seconds (2:05 minutes) long.

57. The lyrics of the Original Song refer to Grullon and Lewis' friendship together.

58. The released version of the Original Song featured Lewis performing the first part of the song and making several references to Grullon as "Luisss" and "Lil' Luis."

59. In the song, Lewis uses the following lyrics: "Stop playin' with me and Lil' Luis . . . Me and Luis used to sleep in the street."

60. The Original Song was initially released on an account used and controlled by both Grullon and Lewis called "FifteenHunnid" on the music streaming platform Soundcloud.com and is still available for streaming as of the date this Complaint was filed.

61. The Original Song credited Grullon as "Luisss" and Lewis as "BabySantana" on Grullon's SoundCloud account.

62. Grullon and Lewis are joint authors of the Original Song.

63. At that time, no amounts of money were invested in marketing or promoting the Original Song.

64. Despite the absence of any marketing or promotion, the Original Song has hundreds of thousands of streams in less than a month.

**Galactic Record's Re-Mix & Re-Release of the Derivative Song & Music Video**

65. Upon information and belief, Lewis was signed to a recording and distribution deal by Galactic Records and Republic Records in the Fall of 2021.

66. Upon information and belief, Lewis was still a minor in the Fall of 2021.

67. After Lewis signed his deal with Galactic Records and Republic Records, Zappala started to manage Lewis.

68. Upon information and belief, Zappala was aware of the Original Song as of October 8, 2021.

69. On October 8, 2021, Grullon, Lewis, Zappala, and Ries conducted an Apple Facetime video call and made plans to film a music video.

70. Upon information and belief, Zappala, Galactic Records, and Republic Records devised a plan to market a remixed version of the Original Song.

71. Zappala, Defendant Galactic Records, and Defendant Republic Records' plan included a music video and to feature another artist.

72. Zappala, Defendant Galactic Records, and Defendant Republic Records hired the artist Christopher Francis Ries p/k/a "YvngxChris" ("Ries") to perform vocals for the song as a side artist for royalties and a cash advance.

73. Zappala, Galactic Records, and Republic Records financed a remixed version of the Derivative Song (as defined in Paragraph 2) that featured the vocal performance of Ries.

74. Zappala, Galactic Records, and Republic Records also financed the Music Video (as defined in Paragraph 2) for the Derivative Song.

75. The Music Video was shot in Miami, Florida with a large production budget including expensive vehicles, a chartered yacht, drone photography, and flame throwers.



76. Zappala communicated and coordinated with Grullon's mother to arrange for Grullon to perform in the filming of the Music Video.

77. The Music Video included the vocal performances of Lewis, Grullon, and Ries.

78. On January 6, 2022, Lewis published the Derivative Song to the streaming platforms soundcloud.com and youtube.com via his individual SoundCloud and YouTube accounts.

79. On January 7, 2022, Defendant Galactic and Defendant Republic Records released the Derivative Song featuring the vocal performances of Lewis, Ries, and Grullon to the streaming platform Spotify.com via Lewis' Spotify account.

80. On January 7, 2022, Defendant Galactic and Defendant Republic Records released the Music Video featuring the vocal performances of Lewis, Ries, and Grullon to the streaming platform youtube.com via Lewis' YouTube account.

81. In the Derivative Song, Zappala and Defendant Galactic Records replaced and moved Grullon's verse and vocal performance from the middle of the recording to the last minute of the track, after Ries' lyrics and performance.

82. The Derivative Song has been performed publicly and streamed extensively on various platforms

83. As of the filing of this Complaint, the Derivative Song has amassed over sixty-four million (64,000,000) streams on Spotify.

84. As of the filing of this Complaint, the Derivative Song has amassed over five million (5,000,000) streams on SoundCloud.

85. As of the filing of this Complaint, the Derivative Song has amassed over fifteen million (15,000,000) streams on Youtube.com.

86. As of the filing of this Complaint, the Music Video has amassed over eight million, four hundred thousand (8,400,000) streams on Youtube.com.

87. On Spotify, the Derivative Song credits Grullon as a performer under his performance name “Luisss” and as a writer under his legal name “Luis Grullon.”

88. On YouTube, the Derivative Song credits Grullon as a “Composer Lyricist” under his legal name “Luis Grullon.”

89. On YouTube, the Music Video credits Grullon as a performer under his performance name “Luisss.”

90. Grullon is a joint author and a co-owner of the Derivative Song.

91. Grullon is a joint author and a co-owner of the music in the Music Video.

**Contract Negotiations for the Derivative Song**

92. On December 15, 2021, Zappala and Defendant Galactic Records contacted Grullon to enter into a side artist agreement for the Derivative Song (“the Derivative Song Contract”).

93. Zappala oversaw the handling of the contract negotiations of the Derivative Song Contract on behalf of Defendant Galactic Records and Defendant Republic Records.

94. Upon information and belief, Zappala was under time pressure from Defendant Republic Records to get Grullon to sign the Derivative Song Contract so that the Derivative Song could be released on December 17, 2021.

95. When negotiations for the Derivative Song Contract began on December 15, 2021, Grullon was 16 years old and a minor.

96. Zappala was aware of Grullon’s status as a minor during the contract negotiations.

97. Neither Zappala nor any other Defendant sent to Grullon (or to any parent or guardian of Grullon) the material terms of the Derivative Song Contract.

98. Neither Zappala nor any other Defendant explained to Grullon (or to any parent or guardian of Grullon) any music industry terms of the Derivative Song Contract.

99. Neither Zappala nor any other Defendant told Grullon whether the Derivative Song Contract would sell, assign or otherwise transfer any of Grullon's rights as joint author of the Original Song or the Derivative Song.

100. The Derivative Song Contract did not provide that Grullon would receive a share of the royalties from or an advance for the Original Song or of the Derivative Song.

101. Neither Zappala nor any other Defendant told Grullon that the Derivative Song Contract did not provide that Grullon would receive a share of the royalties from or an advance for the Original Song or of the Derivative Song.

102. Grullon did not consult with an attorney and Zappala did not suggest that Grullon consult with an attorney before he might agree to the terms of the Contract.

103. Zappala told Grullon that, if Grullon delayed in agreeing to the terms of the Contract, he would delay the release of the song

104. Zappala told Grullon that, if Grullon delayed in agreeing to the terms of the Contract, Zappala would get in trouble with Galactic Records and/or Republic Records.

105. Zappala was aware that Grullon's mother was responsible for making legal decisions for Grullon.

106. Zappala did not contact Grullon's mother and did not ask Grullon if his mother was aware of the proposed Derivative Song Contract.

107. Zappala made no attempt to contact any other parent or guardian of Grullon.

108. Grullon did not sign the Derivative Song Contract.

109. Grullon did not electronically sign the Derivative Song Contract.

110. Neither counsel for Defendant Galactic Records nor Zappala attempted to confirm whether Grullon had received or reviewed the material terms of the Derivative Song Contract.

111. Neither counsel for Defendant Galactic Records nor Zappala attempted to confirm that Grullon's mother consented to the terms of the Contract on behalf of Grullon.

112. On January 6, 2022, the Derivative Song was released on streaming platforms.

113. On January 7, 2022, the Derivative Song was released on spotify.com.

114. On January 7, 2022, the Music Video was released on youtube.com.

115. For the remainder of 2022 and throughout 2023, Grullon and his mother attempted to negotiate an agreement with Galactic Records and Republic Records.

116. Throughout 2022, counsel for the Galactic Records and Republic Records and Zappala would not respond to Grullon or his mother.

117. In March 2023, counsel for Galactic Records and Republic Records sent a new contract to Grullon and his mother.

118. Thereafter, counsel for Galactic Records and Republic Records did not respond to emails, text messages or phone calls from Grullon or his mother.

119. Months later, Grullon and his mother through their own counsel proposed new terms for a royalty agreement that would compensate Grullon for his contributions to the Derivative Song as an original joint author.

120. In March 2024, Grullon became aware that the Defendants did not intend to pay him half of the amounts earned from and received for the Derivative Song.

121. In March 2024, Grullon became aware that the Defendants did not intend to pay him any royalties for amounts received from the time of the Derivative Song's release but only to pay him a percentage of royalties after the date a new contract was signed.

122. Upon information and belief, amounts earned from and received for the Derivative Song and Music Video are in excess of \$200,000.

### **COUNT I**

#### **Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Original Song (Against All Defendants)**

123. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

124. Pursuant to 17 U.S.C. § 101, a "joint work" is defined as "a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole."

125. Further pursuant to 17 U.S.C. § 201(a), "[t]he authors of a joint work are co-owners of copyright in the work."

126. Grullon and Lewis both wrote lyrics for the Original Song.

127. Grullon and Lewis' lyrics were each separately copyrightable contributions to the Original Song.

128. Grullon and Lewis both performed vocally for the Original Song.

129. Grullon and Lewis' vocal performances were each separately copyrightable contributions to the Original Song.

130. The Original Song credits both Grullon and Lewis by their performance names: Luisss and BabySantana, respectively.

131. The Original Song was published to Grullon's SoundCloud account.

132. Grullon and Lewis intended to be joint authors and co-owners of the Original Song.

133. Thus, Grullon is a joint author of the Original Song.

134. As a result of the foregoing, Grullon is entitled to a declaration that he is a joint author and co-owner of the Original Song.

135. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Original Song and awarding such other and further relief as the Court deems just and proper.

## **COUNT II**

### **Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Derivative Song (Against All Defendants)**

136. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

137. Pursuant to 17 U.S.C. § 101, “[a] ‘derivative work’ is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a ‘derivative work.’ ”

138. The Derivative Song is based upon the Original Song.

139. The Derivative Song retains the lyrics written by Grullon.

140. The Derivative Song retains the lyrics written by Lewis.

141. The Derivative Song's recording retains the vocal performance made by Grullon.

142. The Derivative Song's recording retains the vocal performance made by Lewis.

143. The only modifications to the Original Song found in the Derivative Song are the addition of the verse vocally performed by Ries and the placement of Plaintiff's vocal performance to the end of the song.

144. Thus, the Derivative Song is a derivative work of the Original Song pursuant to 17 U.S.C. § 101.

145. As a result of the foregoing, Grullon is entitled to a declaration that he is a joint author and co-owner of the Derivative Song.

146. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Derivative Song and awarding such other and further relief as the Court deems just and proper.

### **COUNT III**

#### **Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Music Video (Against All Defendants)**

147. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

148. The Music Video includes and incorporates the Original Song and the Derivative Song.

149. The Music Video features both the Derivative Song and the Original Song in their entirety.

150. Grullon is featured performing in the Music Video along with Lewis and Ries.

151. The visual performances of Grullon, Lewis, and Ries in the Music Video are synchronized to their respective vocal performances in the Derivative Song.

152. The only modifications to the Derivative Song are (1) the addition of visuals featuring Grullon, Lewis, and Ries and (2) the addition of an introduction and coda, neither of which are longer than 12 seconds long.

153. Thus, the Music Video is a derivative work of the Derivative Song and the Original Song pursuant to 17 U.S.C. § 101.

154. As a result of the foregoing, Grullon is entitled to a declaration that he is a joint author and co-owner of the Music Video.

155. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Music Video and awarding such other and further relief as the Court deems just and proper.

#### **COUNT IV**

##### **Declaratory Judgment Under New York Common Law Voiding of Contract (Against Defendants Galactic Records and Republic Records)**

156. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

157. Under New York law, a minor is a person under the age of eighteen years.

158. A contract purportedly entered into by a minor is generally voidable by the minor at any time prior to ratification.

159. At the time of contract negotiations of the Feature Agreement, Grullon was a minor.



160. Grullon did not know or understand the terms of the Feature Agreement prior to emailing “Confirmed!”

161. Rather, negotiations regarding terms of the Feature Agreement continued on as late as March 2024.

162. Grullon never executed the Feature Agreement.

163. Grullon never consented to the terms of the Feature Agreement.

164. Neither Grullon nor his mother ratified the Feature Agreement at any point prior to the filing of this Complaint.

165. As a result of the foregoing, Grullon is entitled to a declaration that no contract ever existed among Grullon, Galactic Records and/or Republic Records or in the alternative, a declaration that the Feature Agreement is null and void for legal deficiency.

166. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendants Galactic Records and Republic Records, declaring the Feature Agreement to be null and void, and awarding such other and further relief as the Court deems just and proper.

### **COUNT V**

#### **Accounting Under 17 U.S.C. § 201(a) and New York Common Law (Against Defendant Lewis)**

167. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

168. A co-author has a duty to account under the Copyright Act when they exploit the work in question but declines to share royalties with their co-author.

169. As of the filing of this Complaint, Grullon has received no profits, royalties, or any other form of monetary remuneration from Lewis regarding the use, licensing, and/or exploitation of the Derivative Song and the Music Video.

170. As of the filing of this Complaint, Lewis has failed to account to Grullon the amount of monies due to him as a result of the use, licensing, and/or exploitation of the Derivative Song or the Music Video.

171. Thus, Grullon cannot reasonably determine the amount Lewis owes him for the use, licensing, and/or exploitation of the Derivative Song and the Music Video.

172. Grullon cannot obtain such knowledge or ascertain the exact amount of such monies without a detailed accounting from Lewis, who has the sole and exclusive knowledge of the income derived from the use, licensing, and/or exploitation of the Derivative Song and the Music Video.

173. As a result of the foregoing, Grullon is entitled to an Order directing Lewis to provide a complete and accurate accounting with detailed information and documents necessary to audit the books and records relating to the use, licensing, and/or exploitation of the Derivative Song and the Music Video.

174. Grullon is also entitled to an Order directing Lewis to make payments to Grullon for Grullon's share of the use, licensing, and/or exploitation of the Derivative Song and the Music Video.

175. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendant Lewis, ordering an accounting by Lewis for profits, royalties, and other income in Lewis' possession that rightly belong to Plaintiff,

directing Lewis to remit such profits, royalties, and other income to Plaintiff as a result of the accounting, and awarding such other and further relief as the Court deems just and proper.

**COUNT VI**

**New York Common Law for Conversion  
(Against Defendants Zappala, Galactic Records,  
Republic Records, and UMG Recordings)**

176. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

177. The tort of conversion under New York law is defined as a defendant exercising unauthorized dominion over personal property in interference with a plaintiff's legal title or superior right of possession.

178. An action will lie under New York law for conversion of money where there is an obligation to return or otherwise treat in a particular manner the specific money in question and that money is specifically identifiable.

179. Grullon is a joint author and co-owner of the Derivative Song and the Music Video.

180. Thus, Grullon is a co-owner of the master recording of the Derivative Song and the raw video files of the Music Video.

181. Upon information and belief, as of the filing of this Complaint, the streams, downloads, CD record sales, and advertisement revenue of the master recording of the Derivative Song have generated no less than \$200,000.

182. Because Grullon is a joint author and co-owner of the Derivative Song and the master recordings of the Derivative Song, Grullon is entitled to fifty percent (50%) of the monies generated from the licensing, use, and/or exploitation of the master recordings of the Derivative Song.

183. Zappala, Galactic Records, Republic Records, and UMG Recordings are in possession of the monies generated from the licensing, use, and/or exploitation of the master recordings of the Derivative Song that rightly belong to Grullon.

184. Because Grullon is a joint author and co-owner of the Music Video and the raw video files of the Music Video, Grullon is entitled to at least fifty percent (50%) of the monies generated from the licensing, use, and/or exploitation of the raw video files of the Music Video.

185. Zappala, Galactic Records, Republic Records, and UMG Recordings are in possession of the monies generated from the licensing, use, and/or exploitation of the raw video files of the Music Video that rightly belong to Grullon.

186. As of the filing of this Complaint, Zappala, Galactic Records, Republic Records, and UMG Recordings have not tendered to Grullon any of the monies in their possession owed to Grullon as a result of the licensing, use, and/or exploitation of either the master recording of the Derivative Song or the raw video files of the Music Video.

187. Zappala, Galactic Records, Republic Records, and UMG Recordings, who received possession of Grullon's money, thereafter, without authority, intentionally exercised possession and control over that money in such a way as to interfere with Grullon's right of possession and ownership in that money.

188. As a result of the foregoing, Grullon is entitled to an Order directing Zappala, Galactic Records, Republic Records, and UMG Recordings to pay to Grullon his share of the monies generated from the licensing, use, and/or exploitation of the master recording of the Derivative Song and the raw video files of the Music Video.

189. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendants Zappala, Galactic Records, Republic

Records, and UMG Recordings, awarding Plaintiff damages for conversion in amounts to be determined at trial, but not less than \$75,000, including general, special, consequential, actual, and punitive damages, and awarding such other and further relief as the Court deems just and proper.

### **COUNT VII**

#### **Unjust Enrichment Under New York Common Law (Against All Defendants)**

190. Grullon repeats and realleges by reference the allegations in paragraphs 1 through 122 as if fully set forth herein.

191. Grullon is the joint author and co-owner of the Derivative Song, the Music Video, the master recording of the Derivative Song and the raw video of the Music Video.

192. Defendants are in possession of money and/or property that rightly belong to Grullon.

193. Defendants obtained such money and/or property that, in good conscience, should not be retained by Defendants, as such money and property rightly belong to Grullon.

194. As joint authors and co-owners in the works, Lewis has a legal duty to account for and remit fifty percent (50%) of any profits and/or royalties obtained through the licensing, use, and/or exploitation thereof.

195. As of the filing of this Complaint, Lewis has failed to account or remit to Grullon any moneys Lewis received from the licensing, use, and/or exploitation of the Derivative Song, the Music Video, the master recording of the Derivative Song or the raw video of the Music Video.

196. Similarly, Zappala, Galactic Records, Republic Records, and UMG Recordings licensed, used, and/or exploited the property that rightly belonged to Grullon.

197. Because Grullon was a joint author and co-owner in the works, Zappala, Galactic Records, Republic Records, and UMG Recordings licensed have a legal duty to account for and

remit Grullon's share of any profits and/or royalties obtained through the licensing, use, and/or exploitation thereof.

198. As of the filing of this Complaint, Zappala, Galactic Records, Republic Records, and UMG Recordings have failed to account or remit to Grullon any moneys Lewis received from the licensing, use, and/or exploitation of the Derivative Song, the Music Video, the master recording of the Derivative Song or the raw video of the Music Video.

199. As a result of the foregoing, Defendants have been unjustly enriched in an amount to be proven at trial, by the profits generated from the licensing, use, and/or exploitation of the Derivative Song, the master recordings of the Derivative Song, the Music Video, and the raw video of the Music Video.

200. Therefore, by reason of the foregoing, Grullon has been damaged in an amount to be determined at trial.

201. WHEREFORE, Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, awarding Plaintiff damages for unjust enrichment in amounts to be determined at trial, but not less than \$75,000, including general, special, consequential, actual, and punitive damages, and awarding such other and further relief as the Court deems just and proper.

#### **CLAIM FOR RELIEF**

- A. **COUNT I** for Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Original Song (Against All Defendants): Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Original Song and awarding such other and further relief as the Court deems just and proper.
- B. **COUNT II** for Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Derivative Song (Against All Defendants): Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter

judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Derivative Song and awarding such other and further relief as the Court deems just and proper.

- C. **COUNT III** for Declaratory Judgment Under 17 U.S.C. §§ 101 and 201(a): Joint Authorship and Co-Ownership in the Music Video (Against All Defendants) Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, declaring Plaintiff to be a joint author and co-owner in the Music Video and awarding such other and further relief as the Court deems just and proper.
- D. **COUNT IV** for Declaratory Judgment Under New York Common Law: Voiding of Contract (Against Defendants Galactic Records and Republic Records) Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendants Galactic Records and Republic Records, declaring the Feature Agreement to be null and void, and awarding such other and further relief as the Court deems just and proper.
- E. **COUNT V** for Accounting Under 17 U.S.C. § 201(a) and New York Common Law (Against Defendant Lewis) Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendant Lewis, ordering an accounting by Lewis for profits, royalties, and other income in Lewis' possession that rightly belong to Plaintiff, directing Lewis to remit such profits, royalties, and other income to Plaintiff as a result of the accounting, and awarding such other and further relief as the Court deems just and proper.
- F. **COUNT VI** for New York Common Law for Conversion (Against Defendants Zappala, Sharpe, Galactic Records, Republic Records, and UMG Recordings) Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against Defendants Zappala, Galactic Records, Republic Records, and UMG Recordings, awarding Plaintiff damages for conversion in amounts to be determined at trial, but not less than \$75,000, including general, special, consequential, actual, and punitive damages, and awarding such other and further relief as the Court deems just and proper.
- G. **COUNT VII** for Unjust Enrichment Under New York Common Law (Against All Defendants) Plaintiff Luis Grullon p/k/a Luisss respectfully requests that the Court enter judgment in his favor and against all Defendants, awarding Plaintiff damages for unjust enrichment in amounts to be determined at trial, but not less than \$75,000, including general, special, consequential, actual, and punitive damages, and awarding such other and further relief as the Court deems just and proper.
- H. **MISCELLANEOUS RELIEF:**
  - Awarding Plaintiff an accounting by Lewis for profits, royalties, and other income in Lewis' possession that rightly belong to Plaintiff;

- Awarding Plaintiff an Order directing Lewis to remit profits, royalties, and other income due to Plaintiff as a result of the accounting;
- Awarding Plaintiff damages in amounts pertaining to each to be determined at trial, but not less than \$75,000, including general, special, consequential, actual, and punitive damages;
- Awarding Plaintiff's attorneys' fees and costs; and
- Granting Plaintiff such other and further relief as the Court deems just and proper.

Respectfully Submitted,

/s/ Benjamin C.R. Lockyer  
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