

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
SLEIMAN SLEIMAN and APACHE MUSIC IVS,

Plaintiffs,

-against-

TEKASHI69 PUBLISHING, INC,
TENTHOUSAND PROJECTS, LLC, and
S.C.U.M GANG INC.,

Defendants.
-----X

Case No. 19-cv-_____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Sleiman Sleiman (“Mr. Sleiman”) and Apache Music IVS (“Apache”) (collectively, “Plaintiffs”), by their attorneys, Romano Law PLLC and The Roth Law Firm, PLLC, for their complaint against defendants TEKASHI69 PUBLISHING, INC (“Tekashi69 Publishing”), TENTHOUSAND PROJECTS, LLC (“10k”), and S.C.U.M GANG INC. (“Scumgang”) (collectively, “Defendants”), plead the following:

NATURE OF THE CASE

1. Plaintiffs bring this action for judgment declaring that Plaintiffs have the right to release, distribute, sell, license, and otherwise exploit all copyrights in the unpublished song entitled “Red Bandnna [sic] / Black Hoodie” (the “Song”). The Song features a performance by the musical artist Daniel Hernandez p/k/a Tekashi69, who represented and warranted to Plaintiffs that he could appear and provide his musical services on the Song. However, 10k has asserted that Plaintiffs do not have rights in the Song, and therefore cannot release or otherwise exploit it absent 10k’s permission, because Mr. Hernandez is subject to an exclusive recording contract with 10k. Separately, and to the disagreement of 10k, Scumgang has represented that Scumgang’s permission is required to release or otherwise exploit the Song.

2. In the alternative, Plaintiffs seek monetary damages, including without limitation the eighty-eight thousand (88,000) euros that Plaintiffs paid for Mr. Hernandez to appear and provide his musical services on the Song.

JURISDICTION AND VENUE

3. The Court has jurisdiction: (a) pursuant to 28 U.S.C. 1331 and 28 U.S.C. 1338(a) because this action arises under the Copyright Act (17 U.S.C. § 101 *et seq.*), and pursuant to 28 U.S.C. § 2201 because a case of actual controversy has arisen between the parties; and/or (b) pursuant to 28 U.S.C. 1332 because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of New York and California (defendants) and citizens or subjects of a foreign state, Denmark (plaintiffs).

4. On information and belief, venue is proper in this district pursuant to 28 U.S.C. 1400(a) and 28 U.S.C. 1391(b)(1)-(3).

THE PARTIES

5. Mr. Sleiman is a musician, songwriter, and performer residing in Denmark.

6. Apache is Mr. Sleiman's solely-owned company with its principal place of business in Denmark.

7. Tekashi69 Publishing is, upon information and belief, a New York domestic business corporation with its principal place of business located at 929 Schenectady Ave, Brooklyn, New York 11203 (Kings County).

8. Tekashi69 Publishing is, on information and belief, owned by Daniel Hernandez p/k/a Tekashi69. Mr. Hernandez is a famous rap artist, and on information and belief he is presently incarcerated in a federal penitentiary on charges related to criminal racketeering. *USA v Jones et al.*, 1:18-cr-00834-PAE-4 (S.D.N.Y.).

9. 10k is, upon information and belief, a California domestic limited liability company with its principal place of business located at 10960 Wilshire Boulevard, 5th Floor, Los Angeles, California 90024.

10. On information and belief, 10k is Mr. Hernandez's record label.

11. Scumgang is, upon information and belief, a New York domestic business corporation with its principal place of business located at 3402 Farragut Road, Brooklyn, New York 11210 (Kings County).

FACTS APPLICABLE TO ALL CLAIMS FOR RELIEF

12. On or about September 24, 2018, while in Milan, Italy, Apache and Tekashi69 Publishing entered into a SIDEARTIST AGREEMENT (the "Agreement") pursuant to which, *inter alia*, Mr. Hernandez was to provide vocals for the Song in exchange for 88,000 euros (of which 80,000 euros was to be paid to Tekashi69 Publishing, and 8,000 euros was to be paid to the individual who brokered the deal) and for certain royalties. A redacted copy of the Agreement is attached hereto as Exhibit A.

13. At or about the same time that the Agreement was executed, Apache paid the contracted for consideration, and Mr. Hernandez provided his vocal services for the sound recording of the Song.

14. In pertinent part, paragraph 5 of the Agreement grants Apache all rights in Mr. Hernandez's contributions to the sound recording, as well as the right to manufacture and exploit the Song and to use Mr. Hernandez's name in connection with exploiting the Song.

15. Paragraph 9 of the Agreement provides: "The Parties warrant and represent that they have the power and authority to enter into and fully perform as set forth herein."

16. Any breach of that representation and warranty is subject to an indemnification provision in paragraph 10 of the Agreement.

17. After the Song was recorded, Mr. Sleiman negotiated with a record label (Universal Music Denmark) regarding an agreement which would include exploiting the Song.

18. However, on information and belief, 10k contacted Universal Music Denmark asserting that 10k had an exclusive recording agreement with Mr. Hernandez and therefore, according to 10k, Sleiman was prohibited from exploiting the Song (in concert with a record label or on his own).

19. On information and belief, Universal Music Denmark is related to the Universal Music Group, whose chairman is the father of 10k's owner.

20. On information and belief, as a direct and proximate result of 10k contacting Universal Music Denmark, Universal Music Denmark did not proceed with entering into a recording agreement with Sleiman.

21. Thereafter, Mr. Sleiman engaged counsel.

22. On or about December 4, 2018, during a telephone conversation between Mr. Sleiman's New York counsel and 10k's in-house counsel, 10k reasserted its position that, based upon its recording agreement with Mr. Hernandez, 10k's approval (or "clearance") was required in order for Mr. Sleiman to exploit the Song. 10k further indicated it would take the song down meaning, on information and belief, issue DMCA take-down notices under the Copyright Act, if Mr. Sleiman self-released the Song on online media outlets.

23. On or about March 5, 2019, on information and belief, a representative of Scumgang presented Mr. Sleiman with a release implicating that Scumgang's approval was required in order for Mr. Sleiman to exploit the Song.

24. On March 8, 2019, Mr. Sleiman's New York counsel sent a letter addressed to both 10k's in-house counsel and Scumgang's principal requesting clarification as to *specifically* what ownership rights, if any, 10k and Scumgang assert in the Song.

25. On March 9, 2019, 10k's in-house counsel emailed Mr. Sleiman's New York counsel indicating in response, in part, that 10k has "an exclusive recording agreement with Daniel Hernandez p/k/a "6ix9ine"...", Scumgang has no "affiliation with the exclusive recording services of 6ix9ine", and that Scumgang's alleged misrepresentations constituted tortious interference.

26. As of the date of this filing, on information and belief, due to 10k's conduct, Universal Music Denmark and Mr. Sleiman have not entered into the recording agreement.

FIRST CLAIM FOR RELIEF
Declaratory Judgment of Copyright Ownership against 10k

27. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though fully set forth herein.

28. There is a justiciable controversy as to whether 10k's "clearance" is required as a precondition to Mr. Sleiman exploiting the Song, or if instead Mr. Sleiman has the right to exploit the Song pursuant to the Agreement.

29. If Mr. Hernandez breached his agreement(s) with 10k or Scumgang, that is an issue for the Defendants to resolve amongst themselves that should not impact the Plaintiffs' rights.

30. Plaintiffs are entitled to a judgment declaring that, pursuant to the Agreement, Plaintiffs have the right to exploit the Song, including the use of Mr. Hernandez's name in connection therewith, without first obtaining 10k's permission, approval, consent or "clearance," and without owing compensation to 10k, and that Plaintiffs are the lawful copyright claimants for the Song.

SECOND CLAIM FOR RELIEF

Declaratory Judgment of Copyright Ownership against Scumgang

31. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though fully set forth herein.

32. There is a justiciable controversy as to whether Scumgang's "clearance" is required as a precondition to Mr. Sleiman exploiting the Song, or if instead Mr. Sleiman has the right to exploit the Song pursuant to the Agreement.

33. Plaintiffs are entitled to a judgment declaring that, pursuant to the Agreement, Plaintiffs have the right to exploit the Song, including the use of Mr. Hernandez's name in connection therewith, without first obtaining Scumgang's permission, approval, consent or "clearance," and without owing compensation to Scumgang, and that Plaintiffs are the lawful copyright claimants for the Song.

THIRD CLAIM FOR RELIEF (In the Alternative or In Conjunction with Above Claims)
Breach of Contract against Tekashi69 Publishing

34. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though fully set forth herein.

35. In the event that Plaintiffs are not granted the requested declaratory judgment – or, if Plaintiffs are granted the requested declaratory judgment, but a breach found nonetheless – Plaintiffs have been damaged by Tekashi69 Publishing's breach of the representation and warranty that it had authority to enter into the Agreement and for Mr. Hernandez to provide vocals for the Song, and are entitled to a monetary judgment for the 88,000 euros Plaintiffs paid plus consequential damages, as well as the recoverable costs and expenses, including attorneys' fees, pursuant to the indemnification provision in the Agreement.

FOURTH CLAIM FOR RELIEF (in the Alternative)
Unjust Enrichment against 10k

36. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though fully set forth herein.

37. In the event that Plaintiffs are not granted the requested declaratory judgment, 10k will have been unjustly enriched by owning and controlling rights to the Song for which it did not pay but for which Plaintiffs paid all costs relating to and arising out of the creation of the master recording, in an amount no less than 88,000 euros.

FIFTH CLAIM FOR RELIEF (in the Alternative)
Unjust Enrichment against Scumgang

38. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though fully set forth herein.

39. In the event that Plaintiffs are not granted the requested declaratory judgment, Scumgang will have been unjustly enriched by owning and controlling rights to the Song for which it did not pay but for which Plaintiffs paid all costs relating to and arising out of the creation of the master recording, in an amount no less than 88,000 euros.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand a judgment in their favor, and against Defendants:

1. On the first cause of action, declaring that Plaintiffs have the right to exploit the Song, including the use of Mr. Hernandez's name in connection therewith, without first obtaining 10k's permission, approval, consent or "clearance," and without owing compensation to 10k, and that Plaintiffs are the lawful copyright claimants for the Song;

2. On the second cause of action, declaring that Plaintiffs have the right to exploit the Song, including the use of Mr. Hernandez's name in connection therewith, without first obtaining Scumgang's permission, approval, consent or "clearance," and without owing compensation to Scumgang, and that Plaintiffs are the lawful copyright claimants for the Song;
3. On the third cause of action, in the amount of no less than 88,000 euros, plus consequential damages, costs, and interest from September 23, 2018;
4. On the fourth cause of action, in the amount of no less than 88,000 euros, plus consequential damages, costs, and interest from September 23, 2018;
5. On the fifth cause of action, in the amount of no less than 88,000 euros, plus consequential damages, costs, and interest from September 23, 2018;
6. Awarding Plaintiffs their attorneys' fees; and
7. For such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs respectfully request a trial by jury.

Dated: April 18, 2019
New York, New York

Respectfully submitted,

ROMANO LAW PLLC

By: /s/ Domenic Romano
Domenic Romano, Esq. (DR-6363)
Samuel Madden, Esq. (SM-7862)
Romano Law PLLC
55 Broad Street, 18th Floor
New York, NY 10004
Phone: (212) 865-9848
domenic@romanolaw.com

THE ROTH LAW FIRM, PLLC

By: /s/ Richard Roth
Richard A. Roth, Esq. (RAR 5538)
The Roth Law Firm, PLLC
295 Madison Avenue, 22nd Floor
New York, New York 10017
Phone: (212) 542-8882
Fax: (212) 542-8883
Email: rich@rrothlaw.com

Attorneys for Plaintiffs

Exhibit A

SIDEARTIST AGREEMENT

This Agreement is entered into on September 23, 2018 and shall confirm the agreement between the parties on the terms and conditions as set forth below:

1. Parties. "APACHE MUSIC IVS" f/s/o Sleiman Sleiman (referred to herein as "us", "we" or "Company") p/k/a "SLEIMAN" ("Artist") whose address is located at Digehuset 6, st., 1.2670 Greve Denmark, and TEKASHI69 PUBLISHING, Inc. ("you") f/s/o TEKASHI69 ("Sideartist") c/o 18 Locust Street, APT 1L, Brooklyn, NY 11206

2. Master / Composition. Provisionally or definitively entitled "RED BANDNNA / BLACK HOODIE feat. Takeshi69". The Master/ Composition shall include the original composition and all mixes and/or derivatives thereof.

3. Term and Territory. During the term, you hereby agree to cause Sideartist to render services as a vocalist on the Master (the "Vocal Performance") and, subject to Sideartist's professional availability at dates, times and location(s) mutually approved, appear in one (1) music video (the "Video") at Company's sole cost and expense. The territory shall be the universe ("Territory").

4. Consideration.

(a) **Eighty Thousand Euros (€ 80,000.00 Euro)** for the Vocal Performance

(a) The grant of rights provided for in paragraph 5 below, with a payment in two installments: fifty per cent (50%) upon contract signature in cash before starting at studio and 50% bank wire after the track .Art. Tekashi 69 will post a minimum of 1 post about the release on his social media and Side artist will not release the song before December 21 2018. artist will not make another feature with a danish artist in the span of 3 months from dec.21th 2018

(b) The appearance in the Video fee € 50.000,00 but have to be shoot before November 31 2018 if artist agrees, Video fee is not included in feature fee.

1st installment is payable upon when both parties have signed the agreement.

Bank name: ABN-AMRO,

Bank Address: Gustav Mahlerlaan 10, zip code 1082 PP Amsterdam, Netherlands Address holder: Oldenzaalsestraat 431-25, zip code 7557GN, Hengelo, Netherlands

Account-no: Redacted

Swift-BIC Code: Redacted

IBAN Code: Redacted

5. Grant of Rights.

(a) You hereby acknowledge that Sideartist's contributions to the Master shall be owned entirely free and clear by Company as works-made-for-hire (as defined under United States copyright law) and, if same are not deemed works-made-for-hire, are hereby assigned by you to Company or our designee.

(b) You grant to Company the right in perpetuity throughout the universe to manufacture and exploit the Master and the Video by any method now or hereafter known, under any trademarks, trade names, or labels (collectively the "Exploitation(s)"), all upon such terms and conditions as we may approve; to permit any other person, firm, or corporation to do any or all of the foregoing; or, we may refrain from doing any or all of the foregoing. You further hereby grant to Company the right in perpetuity throughout the universe to use Sideartist's professional name and approved biographies of Sideartist solely in connection with the Exploitations.

7. Credit. Company shall provide Sideartist with the following credit:

"Sleiman featuring Tekashi69" or "Sleiman featuring 6ix9ine" and

"Tekashi69/6ix9ine appears courtesy of Tekashi69 Publishing".

8. Licensing of Publishing Rights. Songwriter splits to be determined in good faith. Company and Side Artist acknowledge that Side Artist shall own and administer twentyfive percent (25%) of the Composition and 12 % of the royalties of this Master / Composition

9. Warranties and Representations. The Parties warrant and represent that they have the power and authority to enter into and fully perform as set forth herein.

10. Indemnity. The Parties hereto hereby agree to indemnify each other, and their respective successors, licensees and assigns from and against any and all liabilities, losses, damages or costs (including, without limitation, reasonable outside attorneys' fees) arising out of any breach or third party claim of breach of any of the representations, warranties or agreements made herein, which claim has been reduced to final adverse judgment or settled with the breaching party's prior written consent, not to be withheld unreasonably.

11. Governing Law. This Agreement is entered into in New-York City, State of New-York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New-York applicable to contracts entered into and performed entirely within the State of New-York with respect to any claim arising under this Agreement. Any dispute between the Parties must be settled by Copenhagen City Court on basis of US Law.

12. Miscellaneous.

(a) This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties hereto.

(b) This Agreement may be executed in one or more counterparts and by facsimile, electronic copy (email) or a secure digital signature service such as "DocuSign," and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

If the foregoing meets with your approval, please indicate your acceptance by signing in the space indicated below.

Sleiman Sleiman



By: Sleiman Sleiman paspoortnummer [Redacted]
An Authorized Signatory

AGREED TO AND ACCEPTED:

TEKASHI69 PUBLISHING, INC.

By: Daniel Hernandez
An Authorized Signatory



PASPORTNUMBER [Redacted]

[Redacted]

The undersigned hereby acknowledges that he has read and is familiar with all the terms and conditions of the foregoing Agreement; assents to the execution of the Agreement, and agrees to be bound by the terms and conditions thereof, including but not limited to each and every provision of the Agreement that relates to the undersigned in any way, directly or indirectly, the services to be rendered thereunder by the undersigned and restrictions imposed upon the undersigned in accordance with the provisions of the Agreement, and hereby guarantees to Artist the full and faithful performance of all the terms and conditions of the Agreement by the undersigned and by Tekashi69 Publishing, Inc.

Daniel Hernandez p/k/a Tekashi69

TEKASHI69 PUBLISHING, INC

f/s/o "TEKASHI69"

c/o 18 Locust Street, APT 1L

Brooklyn, NY 11206