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Migos, LLC, Quavious Marshall, Kiari Cephus, Kirsnick
Ball, and Migos Touring, Inc.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MIGOS, LLC, a Delaware limited liability
company; QUAVIOUS MARSHALL P/K/A
QUAVO, an individual; KIARI CEPHUS
P/K/A OFFSET, an individual; KIRS NICK
BALL P/K/A TAKEOFF, an individual;
MIGOS TOURING, INC., a Georgia
corporation,

Plaintiffs,

v.

DAMIEN GRANDERSON, an individual;
DAVIS SHAPIRO LEWIT GRABEL &
LEVEN, LLP, a New York limited liability
partnership; GRANDERSON DES
ROCHERS, LLP, a California limited liability
partnership; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. **20STCV26508**

COMPLAINT FOR:

- (1) PROFESSIONAL MALPRACTICE**
- (2) BREACH OF FIDUCIARY DUTY**
- (3) VIOLATION OF CAL. BUS. &
PROF. CODE SECTION 6147**
- (4) VIOLATION OF CAL. BUS. &
PROF. CODE SECTION 6148**
- (5) VIOLATION OF CAL. BUS. &
PROF. CODE SECTION 17200, ET.
SEQ.**
- (6) UNJUST ENRICHMENT**
- (7) DECLARATORY RELIEF**

1 Plaintiffs **Migos**, LLC, Quavious Marshall p/k/a Quavo (“**Quavo**”), Kiari Cephuss p/k/a
2 Offset (“**Offset**”), Kirsnick Ball p/k/a Takeoff (“**Takeoff**”), and Migos Touring, Inc.
3 (collectively, “Plaintiffs”) complain and allege as follows:

4 **INTRODUCTION**

5 1. This action arises out of that timeless tale about the world-famous music group
6 who was robbed and cheated out of millions of dollars by those individuals who the group hired
7 to look out for it and its members’ best interests. Defendant Damien Granderson
8 (“Granderson”) is the personification of a self-absorbed shyster lawyer who saw his clients as a
9 mechanism to get rich by any means necessary, including at his clients’ expense.

10 2. Like many musicians, the multi-award-winning hip-hop trio Migos had no formal
11 training in law, accounting, finance or business management. As such, Migos retained, and
12 relied on, attorney Granderson to act as their fiduciary and use his expertise and best judgment to
13 make decisions that were in Migos’ and each group members’ best interests in all areas related to
14 his retention.

15 3. Granderson abused his position of trust as Migos’ fiduciary from the moment he
16 was retained as Migos’ lawyer. Granderson was working with Migos since the group’s early
17 days, including on the 2014 deal to have 300 Entertainment distribute Migos’ debut album, *Yung*
18 *Rich Nation*. At that time, the group’s members were in their late teens and early twenties, and
19 had nothing more than a high school education. With greed on his mind, Granderson saw the
20 trio as easy targets to coax into one-sided deals that benefited Granderson and Granderson’s
21 higher-priority client, Quality Control Music (“QCM”). Unbeknownst to Migos, Granderson’s
22 representation of QCM created an incurable conflict-of-interest and Granderson’s primary
23 loyalty was QCM, the upstart company that signed Migos to an exclusive recording contract in
24 2013.

25 4. From the commencement of his representation of Migos, Granderson plotted and
26 schemed to betray his clients so he could take care of himself and QCM, regardless of the
27 consequences and ramifications to Migos. Granderson first betrayed Migos when he failed
28 disclose both the complete nature of his relationship with QCM and the complete nature of the

1 conflict in representing both QCM and Migos. Although the nature of the conflict was incurable,
2 Granderson did not even attempt to obtain an informed conflict waiver from Migos, as obviously
3 would have been required by law (to the extent the conflict was waivable, which it was not).
4 Granderson next betrayed Migos when he orchestrated a legal dispute with 300 Entertainment to
5 facilitate a strategy to move Migos (and QCM's other bands) from 300 Entertainment to Capitol
6 Records. By helping to instigate that legal dispute, Granderson prioritized QCM's interests over
7 Migos' interests in breach of his fiduciary duty, effectively preventing Migos from releasing its
8 second album for *over a year-and-a-half!*

9 5. In late 2016 and early 2017, when Migos and QCM were in the process of
10 negotiating a distribution agreement with new record label, Capitol Music Group ("Capitol"),
11 Granderson again breached his fiduciary duties to Migos. Among other betrayals, he concealed
12 from Migos that QCM had an exclusive label agreement with Capitol that would allow Capitol to
13 distribute all albums that QCM produced and that QCM was actually profiting far more
14 handsomely than was apparent from the face of the documents that Granderson personally
15 presented to Migos for immediate execution. Granderson later exacerbated the harm he caused
16 to Migos by negotiating a 2018 amendment to the exclusive label agreement between QCM and
17 Capitol Records. That amendment triggered an extension of the exclusive recording agreement
18 between QCM and Migos, which Granderson knew to contain terms that were unconscionable
19 for Migos. Despite these entanglements, Granderson again failed to obtain an informed conflict
20 waiver, as required by California law.

21 6. Granderson once again favored QCM over Migos when negotiating co-publishing
22 agreements. For example, a May 2018 amendment to Quavo's co-publishing agreement with
23 Universal Music Publishing Group gave better terms to QCM than Quavo's original co-
24 publishing agreement (which was negotiated when Quavo was not as big a star and had less
25 leverage).

26 7. Further, when it came time to negotiate agreements for Migos and/or the group's
27 individual members, Granderson performed incompetently. For example, Granderson
28 erroneously drafted an operating agreement with one of Migos' merchandizing partners to state

1 that the jointly owned entity would obtain a perpetual, exclusive license to make certain Migos-
2 branded merchandise, rather than a non-exclusive license. Migos remains embroiled in litigation
3 over that error to this day. Granderson also dropped the ball when Migos asked him to draft
4 agreements for them to work as featured artists on other groups' albums – or as actors in motion
5 pictures. In one instance, his failure to draft a necessary side agreement could not be remedied,
6 costing Migos hundreds of thousands of dollars.

7 8. To add to the list of his numerous negligent acts, Granderson had the complete
8 gall and audacity to practice law *without a California license* for five years after he moved to
9 Los Angeles and began practicing law from his Beverly Hills office.

10 9. His betrayal went even further. Shockingly, despite being incompetent,
11 Granderson took more compensation than is customary for other lawyers in the field. Moreover,
12 he failed to provide Migos with a written agreement explaining his excessive fees as is also
13 required by California law. Among his improper billing/collection practices, Granderson's law
14 firms always took a 5% contingency fee off the top of the proceeds that QCM collected, which
15 meant that Granderson received his cut before Migos paid their expenses.

16 10. Simply put, Damien Granderson had a complete disregard for the law, whether it
17 was being licensed in California or complying with the basic minimum standards of professional
18 conduct, like having a written fee agreement required for contingency matters. At a minimum,
19 Granderson and his firms should be repaying the millions of dollars in fees they obtained from
20 Migos, not to mention providing redress for millions of dollars in additional harm they caused
21 though their professional malfeasance.

22 **THE PARTIES**

23 11. Plaintiff Kirsnick Ball p/k/a Takeoff ("Takeoff") is an individual currently
24 residing in the county of Los Angeles, California.

25 12. Plaintiff Quavious Marshall p/k/a Quavo ("Quavo") is an individual currently
26 residing in the county of Los Angeles, California.

27 13. Plaintiff Kiari Cephus p/k/a Offset ("Offset") is an individual currently residing in
28 the county of Los Angeles, California.

1 14. Migos, LLC is a Delaware limited liability company with its principal place of
2 business in Cherokee County, Georgia, which Takeoff, Quavo, and Offset jointly formed for the
3 purpose of selling certain clothing under the “Migos” trademark.

4 15. Migos Touring, Inc. is a Georgia corporation with its principal place of business
5 in Cherokee County, Georgia, which Takeoff, Quavo, and Offset jointly formed for the purpose
6 of conducting certain business of their group, “Migos,” including touring and featured artist
7 agreements.

8 16. Plaintiffs are informed and believe and thereon allege that Defendant Davis
9 Shapiro Lewit Gravel & Leven, LLP f/k/a Davis Shapiro Lewit Gravel Leven Granderson &
10 Blake, LLP (“Davis Shapiro”) is a New York limited liability partnership with its principal place
11 of business in New York, New York, and which regularly conducted business in Los Angeles,
12 including from its Los Angeles Office, at times relevant to this action.

13 17. Plaintiffs are informed and believe and thereon allege that Defendant Granderson
14 Des Rochers, LLP (“Granderson Des Rochers”) is a California limited liability partnership with
15 its principal place of business in Los Angeles County, California.

16 18. Plaintiffs are informed and believe and thereon allege that Granderson is an
17 individual residing in Los Angeles County, California. Plaintiffs are informed and believe and
18 thereon allege that Granderson was employed as an attorney at Davis Shapiro from the inception
19 of the attorney-client relationship with Plaintiffs until approximately July 2019 and that
20 Granderson has been employed at Granderson Des Rochers since that time.

21 19. Plaintiffs are informed and believe and thereon allege that, during the time period
22 from 2016 to the present, Granderson provided services to Plaintiffs through Davis Shapiro and
23 Granderson Des Rochers, firms in which Granderson is/was at all relevant times, a partner.
24 Plaintiffs are informed and believe and thereon allege that, at all such times, Granderson was
25 acting within the scope of such agency and/or employment at Davis Shapiro and/or Granderson
26 Des Rochers as applicable.

27 20. The true names and capacities of Defendants named herein as Does 1 through 10
28 are unknown to Plaintiffs, who, therefore, sue these Defendants by such fictitious names.

1 Plaintiffs will amend this complaint to show the true names and capacities of the Doe Defendants
2 when they have been ascertained. Plaintiffs are informed and believe and thereon allege that
3 each of the named Defendants and Does 1 through 10, and each of them were responsible in
4 some manner for the acts and transactions hereinafter alleged and are liable to Hoberman
5 therefore. Plaintiffs are informed and believe and thereon allege that each of the named
6 Defendants and Does 1 through 10 are persons or entities affiliated with Granderson, Davis
7 Shapiro, and/or Granderson Des Rochers, and that they also agreed to and/or did perform
8 services as Plaintiffs' attorneys in connection with their professional endeavors in the music and
9 entertainment industry.

10 21. Plaintiffs are informed and believe and thereon allege that at all times herein
11 mentioned each of the DOE Defendants was the agent and/or employee of Granderson, Davis
12 Shapiro, and/or Granderson Des Rochers, and at all times herein mentioned was acting within the
13 scope of such agency and/or employment.

14 22. Jurisdiction and venue for this action in the County of Los Angeles are proper
15 pursuant to, without limitation, California Code of Civil Procedure § 395 in that, among other
16 things: (a) the legal representations set forth herein included substantial work to be performed in
17 the County of Los Angeles, State of California to perform services for Plaintiffs in that county,
18 and this complaint arises from those attorney-client relationships; (b) Granderson is an individual
19 residing in the County of Los Angeles, State of California; (c) David Shapiro had an office in the
20 County of Los Angeles, State of California, and performed its work for Plaintiffs from that office
21 at times relevant to the allegations against it; and (d) Granderson Des Rochers is a California
22 limited liability partnership with its principal place of business in Los Angeles County,
23 California.

24 **BACKGROUND FACTS**

25 23. On or about June 18, 2013, QCM signed Migos to a recording agreement. On or
26 about August 21, 2013, that agreement was replaced by a second recording agreement between
27 the same parties (the "QCM/Migos Agreement"). Pursuant to the QCM/Migos Agreement,
28 QCM obtained, among other things, the right to enter into agreements on behalf of Migos to

1 record and distribute Migos' music during the term of the QCM/Migos Agreement.

2 24. The terms of the QCM/Migos Agreement were, and are, extremely unreasonable
3 to Migos. In particular, QCM obtained the right to administer all of Migos' works and obtained
4 the right to far-above-industry-norm compensation even though QCM was not required to
5 perform any work at all. Worse yet, the QCM/Migos Agreement does not allow Migos to
6 terminate the arrangement as long as QCM obtains successive record deals within 15 months.
7 Given that the QCM/Migos Agreement also gives QCM the right to enter into distribution
8 agreements with any record labels it chooses, on any terms it chooses, the agreement effectively
9 gives QCM the choice to extend the term forever.

10 25. In or about June 2014, QCM entered into a distribution agreement pursuant to
11 which 300 Entertainment would distribute Migos' debut album, *Yung Rich Nation*.

12 26. Granderson had been working with Migos since that 2014 distribution agreement
13 with 300 Entertainment and has continued to represent Migos ever since that time.

14 27. Plaintiffs further are informed and believe and thereon allege that, from 2014 until
15 May 2019, Granderson was residing in California and regularly conducting business from Davis
16 Shapiro's Beverly Hills office, yet Granderson was not licensed to practice law in the State of
17 California. Moreover, Plaintiffs are informed and believe and thereon allege that neither Davis
18 Shapiro's website nor Granderson's LinkedIn page disclosed that Granderson was not licensed to
19 practice in California. Plaintiffs allowed Granderson to negotiate important business agreements
20 on their behalf, including with Universal Music Publishing Group or its affiliated entities, and
21 some of which contained California choice of law provisions, and yet Plaintiffs never knew that
22 Granderson lacked a license to practice law here.

23 28. Migos' first album, *Yung Rich Nation*, was released in June 2015 and achieved
24 substantial commercial success, reaching number 17 on the Billboard 200 and number 3 on
25 Billboard's list of top rap albums.

26 29. Shortly after the release of *Yung Rich Nation*, Granderson orchestrated a legal
27 dispute with 300 Entertainment in an attempt to facilitate a move to a different record label,
28 Capitol Records.

1 30. Plaintiffs are informed and believe and thereon allege that Granderson instigated
2 and drove that legal dispute even though doing so harmed the interests of his own client, Migos,
3 and solely because of the benefit to Granderson's other client, QCM.

4 31. The predictable result of this legal dispute was that 300 Entertainment prevented
5 Migos from releasing another album for at least a year-and-a-half. During that time, Migos lost
6 substantial revenue and lost the opportunity to keep its fan base engaged with new music. In
7 fact, when Migos finally was able to release its second album, *Culture*, that album achieved
8 enormous commercial and critical success, as it was nominated for a Grammy for best rap album
9 of the year and was certified platinum. If not for Granderson delaying the release of *Culture*,
10 Migos would have been able to earn additional revenue from touring and merchandizing during
11 the group's forced hiatus.

12 32. Plaintiffs are informed and believe and thereon allege that Granderson's strategy
13 was highly desirable for QCM, but not for Plaintiffs because Granderson was trying to arrange,
14 and ultimately did arrange, for much of the proceeds of Migos' future work to flow to QCM
15 through a secret side agreement with Capitol Records to which Plaintiffs were not privy. In
16 addition, the occasion of negotiating a new distribution agreement was the prime moment for
17 Migos to re-negotiate its exclusive recording agreement with QCM. Granderson not only failed
18 to suggest such a renegotiation, but made affirmative efforts to scuttle such a renegotiation when
19 other representatives of Migos noted the grand opportunity.

20 33. The suite of agreements that Granderson ultimately negotiated to allow for
21 Capitol Records to distribute Migos' musical works included a distribution agreement between
22 QCM and Capitol dated February 20, 2017 (the "Capitol Distribution Agreement"), a letter of
23 inducement to Capitol from the members of Migos, and an October 28, 2016 amendment to the
24 Artist Agreement between QCM and Migos (the "Artist Amendment"). Since the onset of that
25 distribution deal with Capitol Records, Plaintiffs have received only their (unconscionably small)
26 share of the amounts that Capitol Records paid to QCM pursuant to the Migos distribution
27 agreement, but not all the other amounts paid to QCM pursuant to the side agreement. Plaintiffs
28 are informed and believe and thereon alleges that Granderson knew these facts, but did nothing

1 to protect them or even inform them of the additional amounts QCM was receiving, despite
2 being their lawyer.

3 34. The Artist Amendment and the letter of inducement did not merely recite the
4 terms of the existing agreement between Migos and QCM (which gave QCM the right to arrange
5 for the distribution of Migos' music), but also required the members of Migos to render their
6 services directly to Capitol for certain specified compensation in the event their obligations to
7 QCM ceased. And the amount of compensation increased if Migos dropped QCM, thereby
8 creating a built-in disincentive for Migos to end its relationship with QCM. Prior to Migos'
9 execution of these documents, Migos held substantial leverage to obtain better financial terms
10 because, among other things, Migos was not obligated to make the concession that it would
11 perform directly for Capitol Records, and pay additional amounts to Capitol Records, in the
12 event it no longer was obligated to render services to QCM. Nevertheless, the members of
13 Migos did not understand that they had such leverage because Granderson told them that they
14 did not and told them that he was representing their interests.

15 35. The text of the Artist Amendment strongly supports that Granderson assumed this
16 dual representation even though Granderson never provided Migos with a written fee agreement
17 or conflict waiver. In particular, the Artist Amendment contains an acknowledgement regarding
18 the right to "independent" counsel, which strongly implies (just as Granderson indicated orally)
19 that Granderson was representing both QCM and Migos in connection with the suite of
20 agreements, so he was not any party's independent counsel. The Artist Amendment does not
21 contain a disclosure that Granderson represented only QCM in connection with that agreement.
22 That omission is important because Granderson included such a provision in a different
23 agreement in which QCM and Marshall were counterparties only two months later.

24 36. Moreover, Granderson had a conflict of interest that was not (and could not be)
25 waived, and that prevented him from representing both Migos and QCM. The acknowledgment
26 described above did not constitute a valid conflict of interest waiver because it did not disclose
27 the nature of the conflict. In fact, the nature of the conflict was not merely that QCM and Migos
28 were counterparties to the Artist Amendment, but also, among other things, that: (a) QCM was

1 earning enormous sums of undisclosed profits from its side deal with Capitol to make Capitol its
2 exclusive distributor; and (b) the QCM/Migos Agreement was subject to an extension favorable
3 to QCM upon the extension of the distribution agreement with Capitol Records. Not only that,
4 Granderson negotiated an amendment to Quavo's co-publishing agreement with Universal Music
5 Publishing Group that was less favorable for Quavo and more favorable for QCM than the
6 original co-publishing agreement. That made no sense because Quavo had more leverage in the
7 second negotiation, and can be explained only by reference to Granderson's gross conflict of
8 interest.

9 37. After negotiating the Artist Amendment on behalf of both sides, Granderson
10 continued the same dual role through the date of this Complaint, never obtaining a waiver of the
11 inherent conflict of interest and never obtaining a written fee agreement that would allow his law
12 firm to collect the 5% contingent fee he received. The following is a list of such agreements that
13 Granderson helped negotiate and from which Granderson obtained a 5% contingent fee:

- 14 a. Songwriter and Co-Publishing Agreement for Quavo with Universal Music
15 Publishing Group dated December 2016.
- 16 b. Songwriter and Co-Publishing Agreement for Takeoff with Reservoir Media
17 Management, Inc. dated February 9, 2017.
- 18 c. Songwriter and Co-Publishing Agreement for Offset with Reservoir Media
19 Management, Inc.
- 20 d. Migos Artist Agreement dated in 2016 (no specific date).
- 21 e. Offset Artist Agreement dated February 20, 2017.
- 22 f. Quavo Artist Agreement dated February 20, 2017.
- 23 g. Merchandizing Agreement with Bravado International Group Merchandizing
24 Services, Inc. dated May 3, 2017.
- 25 h. Takeoff Artist Agreement dated May 28, 2017.
- 26 i. Touring Agreement with AEG dated June 20, 2017.
- 27 j. ASCAP Writer Agreement for Quavo dated January 1, 2018.
- 28 k. ASCAP Writer Agreement for Takeoff dated January 1, 2018.

- 1 1. ASCAP Writer Agreement for Offset dated January 1, 2018.
- 2 m. Amendment to Co-Publishing Agreement for Quavo with Universal Music
- 3 Publishing Group dated May 1, 2018.
- 4 n. Amendment to Co-Publishing Agreement for Takeoff with Reservoir Media
- 5 Management, Inc. dated October 12, 2018.
- 6 o. Amendment to Capitol Distribution Agreement and Migos letter of inducement
- 7 dated December 17, 2018.
- 8 38. In the case of each of the co-publishing agreements and each of the ASCAP writer
- 9 agreements listed above, Granderson and/or his law firm are identified as representatives of
- 10 Plaintiffs.
- 11 39. In addition, Plaintiffs are informed and believe and thereon allege that Granderson
- 12 has held himself out in the public as being an attorney for Migos. Granderson's publicizing of
- 13 that fact led to statements in widely disseminated publications that he represents Migos. For
- 14 example, a Hollywood Reported article titled "Power Lawyers 2019: 10 Top Music Attorneys..."
- 15 states that Granderson represents Migos: See [https://www.hollywoodreporter.com/lists/10-top-](https://www.hollywoodreporter.com/lists/10-top-music-attorneys-ariana-grande-beyonce-bts-more-1195656/item/power-lawyers-music-david-byrnes-1195658)
- 16 [music-attorneys-ariana-grande-beyonce-bts-more-1195656/item/power-lawyers-music-david-](https://www.hollywoodreporter.com/lists/10-top-music-attorneys-ariana-grande-beyonce-bts-more-1195656/item/power-lawyers-music-david-byrnes-1195658)
- 17 [byrnes-1195658](https://www.hollywoodreporter.com/lists/10-top-music-attorneys-ariana-grande-beyonce-bts-more-1195656/item/power-lawyers-music-david-byrnes-1195658). Also, an April 7, 2019 Facebook post by The Living Legends Foundation
- 18 states that Granderson's "client list also includes R&B/hip-hop chart toppers Migos..." See
- 19 [https://www.facebook.com/93903037648/posts/people-you-should-know-damien-granderson-](https://www.facebook.com/93903037648/posts/people-you-should-know-damien-granderson-among-the-clients-hes-celebrating-are-c/10157058991112649/)
- 20 [among-the-clients-hes-celebrating-are-c/10157058991112649/](https://www.facebook.com/93903037648/posts/people-you-should-know-damien-granderson-among-the-clients-hes-celebrating-are-c/10157058991112649/).
- 21 40. In the case of each of the agreements listed above, Granderson negotiated the
- 22 agreement and either Davis Shapiro or Granderson Des Rocher collected a 5% contingent fee.
- 23 41. In connection with each of the agreements listed above, Plaintiffs believed that
- 24 Granderson was zealously representing their interests. In connection with each ASCAP Writer
- 25 Agreement, Granderson was even listed as Plaintiffs' representative (not QCM's representative).
- 26 That identification makes clear that Granderson was representing Plaintiffs as their counsel in
- 27 connection with the agreements.
- 28 42. In addition, Granderson often communicated directly with Plaintiffs and did not

1 consult Plaintiffs' additional transactional counsel at all or only at the very last minute. If
2 Granderson were not representing Plaintiffs as their counsel, he would have had an ethical
3 obligation to refrain from communicating directly with them while knowing that they had
4 additional transactional lawyers at another firm.

5 43. Aside from the glaring conflict of interest, Granderson also was careless and
6 negligent in performing work on certain agreements he negotiated for Plaintiffs. For instance,
7 Granderson's carelessly drafted an operating agreement for an entity called YRN, LLC. The
8 purpose of that operating agreement was to allow for Design Studio 11 LLC to distribute certain
9 Migos-branded merchandise on a non-exclusive basis and for Design Studio 11 LLC and Migos,
10 LLC to share in the profits of that venture as co-members in YRN, LLC. Rather than draft the
11 agreement as the parties included, Granderson drafted the operating agreement in such a way as
12 to provide that YRN, LLC effectively was granted a perpetual, exclusive license to distribute the
13 Migos-branded merchandise. Granderson then negotiated to have Migos enter into a licensing
14 agreement with Bravado International Group Merchandizing Services, Inc. dated May 3, 2017
15 that granted Bravado rights to sell merchandise that overlapped with the rights he erroneously
16 granted to Design Studio 11 LLC. As a result of Granderson's error, Design Studio 11 LLC used
17 its voting power as a co-member of YRN, LLC to have YRN, LLC sue Migos, LLC for breach
18 of the operating agreement. As of the date of this complaint, Migos has prevailed at the trial
19 court level in reforming the operating agreement, and is in the process of defending that victory
20 on appeal, all of which has cost many thousands of dollars in legal fees. Those legal fees
21 constitute damages that Plaintiffs suffered as a result of Granderson's careless work.

22 44. Between Granderson's disabling conflict of interest and his incompetent and
23 careless work on Plaintiffs' behalf, Granderson regularly ended up negotiating deals for
24 Plaintiffs that were so unfavorable as to be unconscionable.

25 45. If the foregoing were not enough, Granderson also engaged in conduct while
26 representing QCM that directly and substantially harmed Migos. In particular, Granderson
27 negotiated for QCM a May 25, 2018 agreement with Capitol Records that extended the term of
28 those parties' exclusive label agreement (the "Exclusive Label Agreement"). Pursuant to the

1 Exclusive Label Agreement (and the Amendment extending the same), QCM was *required* to
2 have Capitol Records be the distributor for any music recordings for which QCM controlled the
3 distribution rights. In other words, QCM made enormous sums of money from an Exclusive
4 Label Agreement with Capitol Records, and that arrangement inherently harmed Migos because:
5 (a) it subjected Migos to an extension of the term of the QCM/Migos Agreement, thereby
6 requiring Migos to continue paying excessive compensation to QCM; (b) it created an obstacle to
7 Migos contracting with any record label other than Capitol Records to distribute Migos' works.
8 As a result of the extension that Granderson negotiated (and from which his firm earns a 5%
9 commission), Granderson effectively prevented his other client – Migos – from ever being free
10 of paying excessive compensation to QCM, from ever being signed to any other record label, and
11 from ever obtaining negotiating leverage to secure reasonable terms in connection with the
12 distribution of its musical recordings.

13 46. Plaintiffs are informed and believe and thereon allege that Granderson knew that
14 his negotiation of the amendment extending the exclusive distribution agreement between QCM
15 and Capitol Records was improper. As such, Granderson purposefully hid information from
16 Migos' other representatives to conceal his breaches of duties. For example, when Migos' other
17 transactional counsel requested a copy of an agreement relating to the distribution of Migos'
18 music, Granderson flat out refused, saying that it was none of Migos' business.

19 47. And, on all of the agreements that Granderson purportedly negotiated on
20 Plaintiffs' behalf, Granderson made unreasonable concessions regarding the scope/duration of
21 the agreement and/or unreasonable concessions on backend compensation in order to maximize
22 Plaintiff's entitlement to an advance. Although that might seem innocent on its face,
23 Granderson's true intention, on information and belief, was to maximize his own upfront
24 compensation, to avoid deferring his commissions to a later date. In fact, in at least one instance
25 where Migos ended up refunding part or all of an advance, Granderson refused to return the
26 commission he obtained at the time Migos initially received the advance.

27 48. In sum, Granderson – and by extension his law firms – treated Plaintiffs as
28 second-class clients whose interests always were subordinated to QCM and other clients whose

interests Granderson deemed more important.

FIRST CAUSE OF ACTION

(Professional Malpractice against Defendants Granderson, Davis Shapiro, Granderson Des Rochers and Does 1 through 100, Inclusive)

49. Plaintiffs reallege, and incorporate herein by reference as if set forth in full, paragraphs 1 through 48 above.

50. Granderson, Davis Shapiro and Granderson Des Rochers acted unlawfully and unethically when they rendered services as counsel for Plaintiffs in connection with the agreements set forth above because they suffered from a disabling conflict of interest, failed to obtain any signed waiver, and failed to disclose material facts relating to the existence of the conflict. The conflict arose because Granderson, Davis Shapiro and Granderson Des Rochers simultaneously represented Plaintiffs and QCM, even though QCM interests adverse to Plaintiffs' interests.

51. Plaintiffs allege on information and belief that, as a direct and proximate result of the failure to obtain informed waivers of the conflicts of interest identified above, the following occurred:

- a. QCM entered into agreements with 300 Entertainment that forced Plaintiffs to create new albums on terms that are grossly out-of-proportion to industry norms.
- b. Plaintiffs Quavo, Takeoff and Offset each entered into their respective Songwriter and Co-Publishing Agreements on terms that were disadvantageous and did not reflect the true value of the rights and services provided, resulting in harm to Quavo, Takeoff, and Offset.
- c. QCM entered into an Artist Agreement (and one or more amendments thereto) for each of the group Migos and the individual members (Quavo, Takeoff, and Offset), which provided Capitol Records with the rights to their master recordings on terms that were disadvantageous and did not reflect the true value of the rights and services provided, resulting in harm to Migos Touring, Inc., as well as to Quavo, Takeoff, and Offset.

- 1 d. Migos and the individual members (Quavo, Takeoff, and Offset) entered into a
2 Merchandizing Agreement with Bravado International Group Merchandizing
3 Services, Inc. on terms that were disadvantageous and did not reflect the true
4 value of the rights and services provided, resulting in harm to Migos Touring, Inc.
- 5 e. Each of the individual members of Migos (Quavo, Takeoff, and Offset) entered
6 into an ASCAP Writer Agreement on terms that were disadvantageous and did
7 not reflect the true value of the rights and services provided, resulting in harm to
8 that member.
- 9 f. QCM entered into one or more amendments to the Capitol Distribution
10 Agreements on terms that were disadvantageous for Migos and did not reflect the
11 true value of the rights to Migos' musical recordings and the services Migos
12 provided, resulting in harm to Migos Touring, Inc.
- 13 g. QCM entered into one or more amendments to the Capitol Exclusive Label
14 Agreement, which resulted in Migos being locked into an extension of its
15 exclusive recording agreement with QCM, thereby causing substantial harm to
16 each and every one of the plaintiffs.

17 52. The foregoing is a non-exclusive list of such contracts impacted by the conflict of
18 interest.

19 53. Absent Granderson's unwaived conflict of interest, Plaintiffs would have obtained
20 better results in connection with the agreements or would have foregone the agreements in their
21 entirety so that they could pursue endeavors that reflected the true value of the rights and
22 services that Plaintiffs owned. As such, Plaintiffs were damaged far in excess of the minimum
23 jurisdiction of this Court and subject to proof at trial.

24 54. Moreover, as set forth above, Granderson incompetently performed services as
25 Plaintiffs' attorney by, erroneously drafting the YRN, LLC operating agreement in such a way as
26 to provide YRN, LLC a perpetual, exclusive license to sell certain Migos-branded merchandise
27 even though Granderson knew that the pre-arranged deal was for a more limited license. In
28 doing so, Granderson fell far short of the standard of care for lawyers negotiating agreements in

1 the music and entertainment industry. Further, as a result, Migos, LLC was harmed in that it has
2 incurred tens of thousands of dollars in legal fees in an attempt to reform the erroneously-drafted
3 written agreement (and remains at risk that it ultimately could lose the lawsuit, resulting in an
4 enormous forfeiture of rights).

5 55. In engaging in the conduct set forth herein relating to the undisclosed and
6 unwaived conflict of interest, Granderson acted with fraud (by, among other things, his failure to
7 disclose material facts to his fiduciary), oppression, and/or malice, thereby warranting an award
8 of punitive damages in an amount sufficient to deter similar conduct in the future.

9 56. Moreover, Granderson was, at all relevant times, a managing agent of his law firm
10 (Davis Shapiro and then Granderson Des Rochers, as applicable) such that said law firms are
11 charged with his fraudulent, oppressive, and malicious conduct, and therefore also are liable for
12 punitive damages in an amount sufficient to deter similar conduct in the future.

13 **SECOND CAUSE OF ACTION**

14 **(Breach of Fiduciary Duty** against Defendants Granderson, Davis Shapiro, Granderson Des
15 Rochers and Does 1 through 100, Inclusive)

16 57. Plaintiffs reallege, and incorporate herein by reference as if set forth in full,
17 paragraphs 1 through 56 above.

18 58. Each of Granderson, Davis Shapiro and Granderson Des Rochers was and is a
19 fiduciary of Plaintiffs both because they represented Plaintiffs as their counsel in connection with
20 the agreements listed above, among other matters. In addition, each of Granderson, Davis
21 Shapiro and Granderson Des Rochers was and is a fiduciary of Plaintiffs because they insinuated
22 themselves into Plaintiff's business affairs and held positions of the highest level of trust.

23 59. Granderson, Davis Shapiro and Granderson Des Rochers breached their fiduciary
24 duties to Plaintiffs in connection with the agreements set forth above because they suffered from
25 a disabling conflict of interest, failed to obtain any signed waiver, and failed to disclose material
26 facts relating to the existence of the conflict. The conflict arose because Granderson, Davis
27 Shapiro and Granderson Des Rochers simultaneously represented QCM, which had interests
28 adverse to Plaintiffs' interest in connection with the agreements listed above.

1 60. As set forth above, Granderson, Davis Shapiro, and Granderson Des Rochers also
2 received a pecuniary interest adverse to Plaintiffs, and each of them, in violation of Rule 1.8.1 of
3 the California Rules of Professional Conduct. The adverse pecuniary interest that Granderson,
4 Davis Shapiro, and Granderson Des Rochers acquired is the right to collect a 5% commission on
5 QCM's the proceeds of the Exclusive Label Agreement. That constitutes a pecuniary interest
6 adverse to Plaintiff in that the Exclusive Label Agreement directly harmed Plaintiffs by
7 subjecting them to an extension of the term of the QCM/Migos Agreement.

8 61. In addition, Granderson charged excessive contingency-based fees on terms that
9 were not disclosed to Migos and that were grossly unfair. For example, as set forth above,
10 Granderson negotiated at least one agreement wherein he obtained a 5% fee on the advance, but
11 when Migos ended up refunding part or all of the advance, Granderson retained his 5% fee.

12 62. As a direct and proximate result of the foregoing breaches of fiduciary duty,
13 Plaintiffs were damaged far in excess of the minimum jurisdiction of this Court and subject to
14 proof at trial.

15 63. In engaging in the conduct set forth herein, Granderson acted with fraud (by,
16 among other things, his failure to disclose material facts to his fiduciary), oppression, and/or
17 malice, thereby warranting an award of punitive damages in an amount sufficient to deter similar
18 conduct in the future.

19 64. Moreover, Granderson was, at all relevant times, a managing agent of his law firm
20 (Davis Shapiro and then Granderson Des Rochers, as applicable) such that said law firms are
21 charged with his fraudulent, oppressive, and malicious conduct, and therefore also are liable for
22 punitive damages in an amount sufficient to deter similar conduct in the future.

23 **THIRD CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code 6147 against Defendants Granderson,**
25 **Davis Shapiro, Granderson Des Rochers and Does 1 through 100, Inclusive)**

26 65. Plaintiffs reallege, and incorporate herein by reference as if set forth in full,
27 paragraphs 1 through 64 above.

28 66. Granderson, Davis Shapiro, and Granderson Des Rochers all have been collecting

1 a 5% contingent fee based on the amount of certain types of revenue payable or paid to Plaintiffs
2 in connection with the agreements Granderson, Davis Shapiro, and Granderson Des Rochers
3 negotiated on Plaintiffs' behalf.

4 67. Granderson, Davis Shapiro, and Granderson Des Rochers never presented
5 Plaintiffs with a proposed written fee agreement of any kind. As such, Granderson, Davis
6 Shapiro, and Granderson Des Rochers all are acting in violation of California Business &
7 Professions Code section 6147.

8 68. Pursuant to statute, the purported contingent fee agreement is voidable at
9 Plaintiffs' option, which Plaintiffs hereby exercise.

10 69. Pursuant to statute, Plaintiffs are entitled to disgorge all fees paid to Granderson,
11 Davis Shapiro, and Granderson Des Rochers, subject to paying a reasonable fee instead of the
12 amounts paid.

13 70. Plaintiffs are informed and believe and thereon allege that a reasonable fee for the
14 services that Granderson, Davis Shapiro, and Granderson Des Rochers performed is a fraction of
15 the amount Plaintiffs have actually paid. As such, Plaintiffs are entitled to disgorge payments
16 made by them, or on their behalf, to Granderson, Davis Shapiro, and Granderson Des, and such
17 amounts are in the millions of dollars, which far exceeds the minimum jurisdiction of this Court
18 and subject to proof at trial.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Business & Professions Code 6148 against Defendants Granderson,**
21 **Davis Shapiro, Granderson Des Rochers and Does 1 through 100, Inclusive)**

22 71. Plaintiffs reallege, and incorporate herein by reference as if set forth in full,
23 paragraphs 1 through 70 above.

24 72. Granderson, Davis Shapiro, and Granderson Des Rochers all had ample reason to
25 know that their fees on matters for which they represented Migos would far exceed the de
26 minimis \$1,000 amount set forth in California Business and Professions Code section 6148. In
27 fact, they likely have collected seven figures in fees on deals for which they represented Migos,
28 including the individual members and the entities identified as plaintiffs in this action.

73. Granderson, Davis Shapiro, and Granderson Des Rochers never presented Plaintiffs with a proposed written fee agreement of any kind. As such, Granderson, Davis Shapiro, and Granderson Des Rochers all are acting in violation of California Business & Professions Code section 6148.

74. Pursuant to statute, the purported oral fee agreement is voidable at Plaintiffs' option, which Plaintiffs hereby exercise.

75. Pursuant to statute, Plaintiffs are entitled to disgorge all fees paid to Granderson, Davis Shapiro, and Granderson Des Rochers, subject to paying a reasonable fee instead of the amounts paid.

76. Plaintiffs are informed and believe and thereon allege that a reasonable fee for the services that Granderson, Davis Shapiro, and Granderson Des Rochers performed is a fraction of the amount Plaintiffs have actually paid. As such, Plaintiffs are entitled to disgorge payments made by them, or on their behalf, to Granderson, Davis Shapiro, and Granderson Des Rochers, and such amounts are in the millions of dollars, which far exceeds the minimum jurisdiction of this Court and subject to proof at trial.

FIFTH CAUSE OF ACTION

(Unfair Competition in Violation of Cal. Bus. & Prof. Code section 17200, et. seq. against Defendants Granderson, Davis Shapiro, Granderson Des Rochers and Does 1 through 100, Inclusive)

77. Plaintiffs reallege, and incorporate herein by reference as if set forth in full, paragraphs 1 through 76 above.

78. Granderson, Davis Shapiro, and Granderson Des Rochers all collected a 5% contingent fee based on amounts that Plaintiffs earned in the music and entertainment industry.

79. In violation of California Business and Professions Code section 17200, et. seq., Plaintiffs failed to obtain an agreement in writing providing for said contingent fee.

80. The foregoing conduct is fraudulent, unfair, or unlawful in that it violates the plain language of a statute.

81. Pursuant to the UCL, Plaintiffs are entitled to recover restitution of fees they already paid to Granderson, Davis Shapiro, and Granderson Des Rochers, and such amounts are

1 in the millions of dollars, which far exceeds the minimum jurisdiction of this Court and subject
2 to proof at trial.

3 **SIXTH CAUSE OF ACTION**

4 **(Unjust Enrichment** against Defendants Granderson, Davis Shapiro, Granderson Des Rochers
5 and Does 1 through 100, Inclusive)

6 82. Plaintiffs reallege, and incorporate herein by reference as if set forth in full,
7 paragraphs 1 through 81 above.

8 83. Defendants collected undeserved, impermissible, and voidable contingent fees for
9 their services without the statutorily prescribed written agreement containing mandatory
10 disclosures, as required by California law to protect clients from their attorneys. Defendants
11 collected these undeserved, impermissible and voidable contingent fees from Plaintiffs despite
12 the fact that Defendants breached their fiduciary duties to Plaintiffs, were tainted by significant
13 conflicts of interest, and failed to disclose facts material to their representation. Plaintiffs'
14 payment of these voidable contingent fees provided Defendants with an unlawful benefit at
15 Plaintiffs' expense, to which Defendants had no right.

16 84. Defendants would not have received the unlawful benefit but for their wrongful
17 conduct.

18 85. As a direct and proximate result of the foregoing unjust enrichment, Plaintiffs
19 were damaged far in excess of the minimum jurisdiction of this Court and subject to proof at
20 trial.

21 86. In addition to recovering such damages, Plaintiffs are entitled to recover
22 restitution of fees they already paid to Granderson, Davis Shapiro, and Granderson Des Rochers,
23 and such amounts are in the millions of dollars, which far exceeds the minimum jurisdiction of
24 this Court and subject to proof at trial.

25 **SEVENTH CAUSE OF ACTION**

26 **(Declaratory Relief** against Defendants Granderson, Davis Shapiro, Granderson Des Rochers
27 and Does 1 through 100, Inclusive)

28 87. Plaintiffs reallege, and incorporate herein by reference as if set forth in full,
paragraphs 1 through 86 above.

1 88. A present controversy has arisen between Plaintiffs, on the one hand, and
2 Granderson, Davis Shapiro, and Granderson Des Rochers, on the other hand, as to whether any
3 valid agreement exists whereby the latter is entitled to a 5% contingent fee on certain, or any,
4 income that the former earn in connection with their work in the music and entertainment
5 industry. On the one hand, Plaintiffs contend that any agreement to pay such fees is
6 unenforceable because: (1) it is not in writing and signed by Plaintiffs as required by California
7 Business and Professions Code section 17200; (2) Granderson was not licensed to practice law in
8 the State of California, nor did he disclose the same, despite the fact that he resided in California
9 and worked in the Beverly Hills office of his law firm; and (3) the fee agreement is void as
10 against public policy in light of the above-described violations of California Rule of Professional
11 Conduct 1.8.1. As such, Plaintiffs also contend that they are entitled to revoke their consent to
12 have the counterparties/employers identified in the agreements above pay any amounts directly
13 to Granderson, Davis Shapiro, and/or Granderson Des Rochers. On the other hand, Plaintiffs are
14 informed and believe and thereon allege that Granderson, Davis Shapiro, and Granderson Des
15 Rochers contend that their purported right to collect 5% of certain, or all of, Plaintiffs' income in
16 the music and entertainment industry is enforceable, and therefore that any existing consents or
17 letters of instruction to the same effect must remain in place.

18 89. As such, Plaintiffs respectfully seek a judicial declaration from the Court, stating
19 that Plaintiffs are not obligated to pay the purported 5% contingent fee that Granderson, Davis
20 Shapiro, and Granderson Des Rochers claim. Plaintiffs further request that the Court issue a
21 judicial declaration that Plaintiffs are entitled to revoke any and all consents or letters of
22 direction that said amounts must be paid by the counterparties/employers directly to Granderson,
23 Davis Shapiro, and/or Granderson Des Rochers.

24
25 **PRAYER FOR RELIEF**

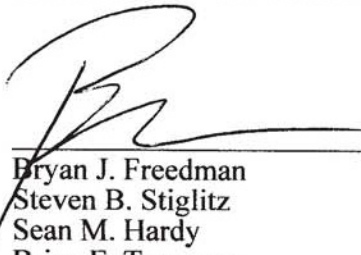
26 WHEREFORE, Plaintiffs pray for judgment as follows:

- 27 1. For damages in an amount in excess of the jurisdictional minimum of this Court,
28 according to proof at trial;

2. For restitution of amounts paid by, or on behalf of Migos, to Granderson, Davis Shapiro, or Granderson Des Rochers, which amounts total in the millions of dollars;
3. For costs of suit;
4. For prejudgment interest at the legal rate;
5. For attorneys' fees to the extent provided by contract or permitted by law;
6. For punitive damages;
7. A judicial declaration from the Court, stating that:
 - a. Plaintiffs are not obligated to pay the purported 5% contingent fee that Granderson, Davis Shapiro, and Granderson Des Rochers claim on certain amounts that Plaintiffs earn in the music or entertainment industry.
 - b. Plaintiffs are entitled to revoke any and all consents or letters of direction that said amounts must be paid by the counterparties/employers directly to Granderson, Davis Shapiro, and/or Granderson Des Rochers.
8. For such other and further relief as justice may require.

Dated: July 14, 2020

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