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10 *Attorneys for Plaintiffs Kiari Cephus aka Offset*  
11 *and Sallie Smith, LLC*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

14 KIARI CEPHUS aka OFFSET, an individual;) Case No. **22STCV27458**  
15 and SALLIE SMITH, LLC, a limited liability )  
16 company, ) **COMPLAINT FOR DECLARATORY**  
17 ) **RELIEF**  
18 Plaintiffs, )  
19 vs. )  
20 )  
21 QUALITY CONTROL MUSIC, LLC, a )  
22 limited liability company; and DOES 1 )  
23 through 10, inclusive, )  
24 Defendants. )  
25 )

26 Plaintiffs KIARI CEPHUS aka OFFSET and SALLIE SMITH, LLC hereby bring the  
27 following causes of action against Defendants QUALITY CONTROL MUSIC, LLC, and DOES 1-  
28 10, and with knowledge as to themselves and otherwise on information and belief, claim and allege  
as follows:

**INTRODUCTION**

1. Plaintiff Kiari Cephus aka Offset (“Offset”) is an internationally acclaimed hip hop  
and rap artist. He has achieved worldwide commercial and critical success not only as a member of  
the hip hop group Migos, but as a solo artist. He has repeatedly appeared in the top ten of the

1 *Billboard* 100 and 200 charts, including his appearance as a featured artist on the song “Taste” by  
2 Tyga, which was certified 7x Platinum. Offset’s solo song “Ric Flair Drip” was an immediate hit; it  
3 was certified platinum before it was even released as a single and went on to be certified 3x  
4 platinum, and has over a billion streams on Spotify.. He was nominated for a Grammy Award in  
5 2020 for his song “Clout” featuring his wife, Cardi B. He also produced and judged the streetwear  
6 competition reality series “The Hype” on HBO Max.

7       2.       Quality Control Music, LLC (“Quality Control”) is Offset’s former record label. For  
8 nearly a decade, Quality Control controlled Offset’s career as a solo recording artist and songwriter  
9 under a production agreement. Quality Control also collected a sizeable proportion of all of the  
10 money that Offset made through his ingenuity and hard work.

11       3.       When he came to understand the full ramifications of the deal that he had entered  
12 into, Offset set out to regain control of his solo career (notwithstanding Quality Control’s  
13 overreaching deal with Migos as a group, which remains in place). In January 2021, Offset  
14 negotiated a deal in which he reclaimed the rights to his own solo recording and songwriting from  
15 Quality Control—and he paid handsomely for those rights. Once he was finally free to record his  
16 music as a solo artist on his own terms, Offset released a new hit single, “54321.”

17       4.       Yet Quality Control persists in asserting that it has an ownership interest in “54321”  
18 and, presumably, all Offset’s future solo recordings. Quality Control went so far as to demand that  
19 Motown Records publicly and falsely assert that Quality Control had an ownership interest in  
20 “54321.” This ownership claim is wrongful and knowingly violates Offset’s rights to his own music.

21       5.       Offset now brings this action to vindicate his rights and to make it clear to the world  
22 that Offset, not Quality Control, owns Offset’s music.

23       **A.       Offset’s Production Agreement with Quality Control**

24       6.       On August 21, 2013, Quality Control and Offset (as well as the other two members of  
25 Migos) entered into a contract (the “Production Agreement”) pursuant to which Quality Control (i)  
26 controlled all of Offset’s recording, songwriting, and performance services, (ii) had the right to  
27 obligate Offset to deliver to Quality Control up to 5 albums, (iii) owned all the rights in and to the  
28 sound recordings created by Offset during the term of the Production Agreement, and (iv) amongst

1 other remuneration, received 50% of all of Offset’s “Net Advances and Royalties” derived from his  
2 recording services, 50% of the rights in and to all of Offset’s musical compositions, and 50% of all  
3 publishing income derived from Offset’s musical compositions.

4 7. While Offset was subject to the Production Agreement, Quality Control entered into a  
5 recording agreement dated February 20, 2017 (the “Motown Agreement”) whereby Quality Control  
6 furnished Offset’s services to Motown Records (“Motown”), a division of UMG Recordings, Inc.

7 **B. Offset’s Settlement Agreement with Quality Control**

8 8. On or about January 15, 2021, Offset and Quality Control entered into a Confidential  
9 Settlement and Release Agreement (the “Settlement Agreement”).

10 9. While the Settlement Agreement contains a confidentiality clause, the Settlement  
11 Agreement permits disclosure “to comply with applicable law,” such as the law governing pleading  
12 requirements for a claim for declaratory relief under a contract. Civ. Proc. Code § 1060; *Ludgate Ins.*  
13 *Co. v. Lockheed Martin Corp.*, 82 Cal. App. 4th 592, 606 (2000) (“A cardinal rule of pleading is that  
14 only the ultimate facts need be alleged. In a declaratory relief action, the ultimate facts are those  
15 facts establishing the existence of an actual controversy.”) (citation omitted).

16 10. As of the effective date of the Settlement Agreement and in exchange for valuable  
17 consideration paid by Offset to Quality Control, Offset and Quality Control terminated the  
18 Production Agreement with respect to Offset’s solo recording services, and Offset became the sole  
19 owner of all rights, title and interest in and to his services as a solo recording artist, entertainer, and  
20 songwriter.

21 11. As required by the Settlement Agreement, Quality Control assigned its rights under  
22 the Motown Agreement to Offset, and Offset became Quality Control’s successor in interest under  
23 the Motown Agreement. Offset assigned his rights under the Motown Agreement to Sallie Smith,  
24 LLC as of July 22, 2022.

25 **C. Quality Control Falsely Claims Ownership of Offset’s New Song**

26 12. Since January 15, 2021, Quality Control no longer has any rights, title, or interest in  
27 or to Offset’s services as a solo recording artist or the recordings Offset creates, and Quality Control  
28 is not a party to the Motown Agreement. Yet Quality Control persists in asserting that it has an

1 ownership interest in Offset’s recent and future recordings with Motown, including Offset’s recent  
2 single, “54321.”

3 13. Quality Control went so far as to demand that Motown publicly (though falsely) list  
4 Quality Control as holding an ownership interest in the recording of “54321.”

5 14. Quality Control has asserted rights in Offset’s sound recordings that are hostile to  
6 Plaintiffs’ rights. By this action, Plaintiffs seek a declaratory judgment that Quality Control has no  
7 rights, title, or interest in or to Offset’s recordings with Motown made on or after January 15, 2021.

8 **PARTIES AND JURISDICTION**

9 15. Kiari Cephus is, and at all relevant times was, an individual professionally known as  
10 “Offset.”

11 16. Sallie Smith, LLC is, and at all relevant times was, a limited liability company doing  
12 business in the County of Los Angeles, State of California. Sallie Smith, LLC is Offset’s “loan-out”  
13 company.

14 17. Upon information and belief, Quality Control is, and at all times relevant was, a  
15 limited liability company doing business in the County of Los Angeles, State of California.

16 18. The wrongful acts by Defendants alleged herein occurred in the County of Los  
17 Angeles, State of California.

18 19. The Settlement Agreement states that the parties thereto consent and submit to the  
19 exclusive jurisdiction of the state or federal courts located in the County of Los Angeles, California  
20 over any action at law or in equity arising out of or relating to the Settlement Agreement.

21 20. The true names and capacities, whether individual, corporate, associate or otherwise  
22 of the defendants named herein as Does 1 through 10, inclusive, are unknown to Plaintiffs who  
23 therefore sue said Doe defendants by such fictitious names. Plaintiffs allege on information and  
24 belief that each of the defendants, including those designated as a Doe, are also responsible for the  
25 events alleged herein and the damages caused thereby as a principal, agent, co-conspirator, aider and  
26 abettor, or alter ego. Plaintiffs will seek leave of this Court to amend this Complaint to allege the  
27 true names and capacities of such defendants when the same have been ascertained.

28 21. Plaintiffs allege on information and belief that Quality Control and the Doe

1 defendants, at all times relative to this action, were the agents, servants, partners, joint venturers and  
2 employees of each other. Quality Control and the Doe defendants, in doing the acts alleged herein,  
3 were acting with the knowledge and consent of each of the other defendants in this action. At all  
4 times mentioned herein, each of the defendants was the co-conspirator, agent and/or employee of  
5 each of the remaining defendants and in doing the things herein mentioned was acting within the  
6 scope of such conspiracy, agency and/or employment.

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 22. Plaintiff Kiari Cephus aka Offset is an internationally acclaimed hip hop and rap  
9 artist. He has achieved worldwide commercial and critical success not only as a member of the hip  
10 hop group Migos, but as a solo artist. He has repeatedly appeared in the top ten of the *Billboard* 100  
11 and 200 charts, including his appearance as a featured artist on the song “Taste” by Tyga, which was  
12 certified 7x Platinum. Offset’s solo song “Ric Flair Drip” was an immediate hit; it was certified  
13 platinum before it was even released as a single and went on to be certified 3x platinum, and has  
14 over a billion streams on Spotify. He was nominated for a Grammy Award in 2020 for his song  
15 “Clout” featuring his wife, Cardi B. He also produced and judged the streetwear competition reality  
16 series “The Hype” on HBO Max.

17 23. Quality Control Music, LLC is Offset’s former record label. For nearly a decade,  
18 Quality Control controlled Offset’s career as a solo recording artist and songwriter under a  
19 production agreement. Quality Control also collected a sizeable proportion of all of the money that  
20 Offset made through his ingenuity and hard work.

21 24. When he came to understand the full ramifications of the deal that he had entered  
22 into, Offset set out to regain control of his solo career (notwithstanding Quality Control’s  
23 overreaching deal with Migos as a group, which remains in place). In January 2021, Offset  
24 negotiated a deal in which he reclaimed the rights to his own solo recording and songwriting from  
25 Quality Control—and he paid handsomely for those rights. Once he was finally free to record his  
26 music as a solo artist on his own terms, Offset released a new hit single, “54321.”

27 25. Yet Quality Control persists in asserting that it has an ownership interest in “54321”  
28 and, presumably, all Offset’s future solo recordings. Quality Control went so far as to demand that

1 Motown Records publicly and falsely assert that Quality Control had an ownership interest in  
2 “54321.” This ownership claim is wrongful and knowingly violates Offset’s rights to his own music.

3 26. Offset now brings this action to vindicate his rights and to make it clear to the world  
4 that Offset, not Quality Control, owns Offset’s music.

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8 recording, songwriting, and performance services, (ii) had the right to obligate Offset to deliver to  
9 Quality Control up to 5 albums, (iii) owned all rights in and to the sound recordings created by  
10 Offset during the term of the Production Agreement, and (iv) amongst other remuneration, received  
11 50% of all of Offset’s “Net Advances and Royalties” derived from his recording services, 50% of  
12 the rights in and to all of Offset’s musical compositions, and 50% of all publishing income derived  
13 from Offset’s musical compositions.

14 28. While Offset was subject to the Production Agreement, Quality Control entered into a  
15 recording agreement dated February 20, 2017 whereby Quality Control furnished Offset’s services  
16 to Motown Records, a division of UMG Recordings, Inc.

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18 29. On or about January 15, 2021, Offset and Quality Control entered into a Confidential  
19 Settlement and Release Agreement.

20 30. While the Settlement Agreement contains a confidentiality clause, the Settlement  
21 Agreement permits disclosure “to comply with applicable law,” such as the law governing pleading  
22 requirements for a claim for declaratory relief under a contract. Civ. Proc. Code § 1060; *Ludgate Ins.*  
23 *Co. v. Lockheed Martin Corp.*, 82 Cal. App. 4th 592, 606 (2000) (“A cardinal rule of pleading is that  
24 only the ultimate facts need be alleged. In a declaratory relief action, the ultimate facts are those  
25 facts establishing the existence of an actual controversy.”) (citation omitted).

26 31. As of the effective date of the Settlement Agreement and in exchange for valuable  
27 consideration paid by Offset to Quality Control, Offset and Quality Control terminated the  
28 Production Agreement with respect to Offset’s solo recording services, and Offset became the sole

1 owner of all rights, title and interest in and to his services as a solo recording artist, entertainer, and  
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3 32. As required by the Settlement Agreement, Quality Control assigned its rights under  
4 the Motown Agreement to Offset, and Offset became Quality Control’s successor in interest under  
5 the Motown Agreement. Offset assigned his rights under the Motown Agreement to Sallie Smith,  
6 LLC as of July 22, 2022.

7 **C. Quality Control Falsely Claims Ownership of Offset’s New Song**

8 33. Since January 15, 2021, Quality Control no longer has any rights, title, or interest in  
9 or to Offset’s services as a solo recording artist or the recordings Offset creates, and Quality Control  
10 is not a party to the Motown Agreement. Yet Quality Control persists in asserting that it has an  
11 ownership interest in Offset’s recent and future recordings with Motown, including Offset’s recent  
12 single, “54321.”

13 34. Quality Control went so far as to demand that Motown publicly (though falsely) list  
14 Quality Control as holding an ownership interest in the recording of “54321.”

15 35. Quality Control has asserted rights in Offset’s sound recordings that are hostile to  
16 Plaintiffs’ rights. By this action, Plaintiffs seek a declaratory judgment that Quality Control has no  
17 rights, title, or interest in or to Offset’s recordings with Motown made on or after January 15, 2021.

18 **FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF**

19 **(Against All Defendants)**

20 36. Plaintiffs restate and incorporate by reference, as though fully set forth herein, the  
21 allegations contained in each of the paragraphs above.

22 37. An actual controversy has arisen and now exists between Plaintiffs and Quality  
23 Control. As described above, Plaintiffs contend that, pursuant to the Settlement Agreement and the  
24 subsequent assignments of the Motown Agreement, they and Motown alone have exclusive rights,  
25 title, and interest in and to Offset’s recordings with Motown made on or after January 15, 2021.  
26 Quality Control asserts that it has an ownership interest in those recordings.

27 38. Plaintiffs seek a declaratory judgment from this Court that Quality Control has no  
28 rights, title, or interest in or to Offset’s recordings with Motown made on or after January 15, 2021.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment in their favor against Defendants, and each of them, as follows:

1. For a judgment according to the declaratory relief sought; and
2. For such other and further relief as the court may deem just and proper.

Dated: August 23, 2022

FREEDMAN + TAITELMAN, LLP



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*Attorneys for Plaintiffs Kiari Cephus aka Offset  
and Sallie Smith, LLC*