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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

Attorneys for Plaintiff
COLLINS CHIBUEZE, p/k/a “SHABOOZEY”

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

COLLINS CHIBUEZE, p/k/a
“SHABOOZEY”, an individual,

Plaintiff,

v.

KRESHENDO ENTERTAINMENT, LLC,
a California limited liability company;
WARNER-TAMERLANE PUBLISHING
CORP., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV21484

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) SPECIFIC PERFORMANCE;
- (3) TORTIOUS INTERFERENCE
WITH CONTRACTUAL
RELATIONS; AND
- (4) DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

Plaintiff COLLINS CHIBUEZE, professionally known as “SHABOOZEY” (“Plaintiff”), for his Complaint against defendants KRESHENDO ENTERTAINMENT, LLC (“Kreshendo”) and WARNER-TAMERLANE PUBLISHING CORP. (“Warner,” and together with Kreshendo, “Defendants”), alleges as follows:

1. Plaintiff is an individual residing the Los Angeles, California.
2. Kreshendo is a California limited liability company, with its principal place of business located at 9200 Sunset Blvd. #600, Los Angeles, California 90069. Upon information and belief, Kreshendo’s sole member is Terrance K. Shelton (“Shelton”). Kreshendo is a record label and is the successor in interest to Homeless Records

1 (“Homeless”) pursuant to an Assignment and Assumption Agreement dated September 1,
2 2017 (the “Assignment”).

3 3. Warner is a corporation organized under the laws of the State of California,
4 with its principal place of business at 777 South Santa Fe Avenue, Los Angeles, California
5 90021. Warner is the publishing subsidiary of Warner Chappell Music.

6 4. The true names and capacities, whether individual, corporate, associate or
7 otherwise, of defendant DOES 1 through 100, inclusive, and each of them, are unknown to
8 Plaintiff at this time, who therefore sues said defendants pursuant to Code of Civil Procedure
9 Section 474. Plaintiff is informed and believes, and upon that basis alleges, that each of said
10 fictitiously named defendants participated in, contributed to, conspired with or is legally
11 responsible in some other manner for the events and occurrences herein alleged, that
12 Plaintiff's damages as alleged herein were proximately caused thereby, and that each such
13 defendant is liable to Plaintiff thereon. Plaintiff will, with leave of court, amend this
14 Complaint to show the true names and capacities of DOES 1 through 100 when the same
15 has been ascertained.

16 NATURE OF THIS ACTION

17 5. Plaintiff is a singer-songwriter, filmmaker, and record producer, who
18 combines the genres of hip hop, country, and rock in his music. His recent release “A Bar
19 Song (Tippy),” recently achieved a sixth nonconsecutive week at No. 1 on the Billboard Hot
20 100 chart and has over 100,000,000 views on YouTube in the last four months.

21 6. In 2016, Plaintiff signed a recording, co-publishing, and ancillary rights
22 agreement (hereinafter the “Recording/Publishing Agreement”) with Homeless, the
23 predecessor in interest of Kreshendo. In 2017, the rights in that agreement were assigned to
24 Kreshendo, and in 2018, Kreshendo, furnishing the compositions created by the songwriting
25 services of Plaintiff, entered into an exclusive music publishing administration agreement
26 with Warner (hereinafter the “Administration Agreement”).

27 7. As part of the Administration Agreement Plaintiff executed an Assent and
28 Guaranty (the “Assent”) agreeing to the terms thereof. Significantly, the Assent explicitly

1 provided that if Kreshendo's right to Plaintiff's songwriting services ended that Plaintiff
2 would stand in Kreshendo's place "and in such event . . . shall be entitled to all of the benefits
3 afforded to Kreshendo . . . under the [Administration] Agreement."

4 8. One of those benefits which Plaintiff would succeed to was set forth in
5 paragraph 1 of the Administration Agreement, defining the "Term" of that agreement.
6 Paragraph 1 provided that Kreshendo could accelerate the expiration of the Term after three
7 years by the repayment of 110% of any then-unrecouped balance of prior advances paid by
8 Warner.

9 9. In 2019, Plaintiff and Kreshendo terminated the Recording/Publishing
10 Agreement by way of a written termination agreement (the "Termination Agreement").

11 10. In July 2024, Plaintiff notified Warner of the termination and assumed
12 Kreshendo's place in the Administration Agreement, pursuant to paragraph 1 thereof.
13 Plaintiff elected to repay Warner one hundred and ten (110%) percent of the then present
14 unrecouped balance of prior advances made by Warner with respect to the compositions and
15 requested that Warner disclose to Plaintiff the total amount of the unrecouped balance.

16 11. To date, Warner has refused to disclose to Plaintiff the total amount of the
17 unrecouped balance of prior advances it made with respect to the compositions. Upon
18 information and belief, Warner is refusing to do so at the behest of Kreshendo and DOES 1
19 through 9, inclusive, and each of them.

20 12. In addition, after the Recording/Publishing Agreement was terminated,
21 Kreshendo and DOES 10 through 50, inclusive, and each of them, released no less than three
22 (3) of Plaintiff's master recordings without Plaintiff's approval.

23 13. Warner's conduct violates the Administration Agreement signed between the
24 parties and Kreshendo has breached the Termination Agreement. Kreshendo and DOES 51
25 through 100, inclusive, and each of them, have also tortiously interfered with Plaintiff's
26 agreement with Warner.

FACTUAL BACKGROUND

14. On or about August 25, 2016, Plaintiff entered into the Recording/Publishing Agreement with Homeless for Plaintiff's exclusive recording and songwriting services as well as certain ancillary rights. Under the Recording/Publishing Agreement, Kreshendo was entitled to 50% ownership and administration rights in the copyright to Plaintiff's composition during the term. A true and correct copy of the Recording/Publishing Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference.

15. Upon information and belief, Homeless was not a real legal entity, and was a "doing business as" name for Terrance K. Shelton.

16. On or about September 1, 2017, Homeless and Kreshendo entered into the Assignment, pursuant to which Homeless granted and assigned all of its rights in the Recording Publishing Agreement to Kreshendo. A true and correct copy of the Assignment is attached hereto as Exhibit 2, and incorporated herein by this reference.

17. On or about January 25, 2018, Kreshendo, furnishing the songwriting services of Plaintiff, entered into the Administration Agreement under which Warner agreed to administer the rights in certain of Plaintiff's compositions for the later of a three-year term or full recoupment of all advance payments by Warner. A true and correct copy of the Administration Agreement is attached hereto as Exhibit 3 and incorporated herein by this reference.

18. Paragraph 1 of the Administration Agreement states that Kreshendo "shall have the right to repay to us [*i.e.*, Warner] one hundred ten percent (110%) of any then-unrecouped balance at any time on or after the three (3) year anniversary of the commencement of the Term and the account hereunder shall be deemed recouped as of the date such repayment is received by us."

19. Plaintiff agreed to be bound by the terms of the Administration Agreement pursuant to the Assent, which is incorporated into the Administration Agreement, and which is also dated January 25, 2018, and is signed by Plaintiff. The Assent forms part of the Administration Agreement.

1 20. The Assent states, in pertinent part, as follows:

2 ***If during the term of the Agreement or any extensions or***
3 ***renewals thereof Kreshendo Entertainment LLC shall: (i)***
4 ***cease to be entitled to the undersigned's services as a***
5 ***songwriter in accordance with the terms and conditions of the***
6 ***Agreement; (ii) cease to own the Compositions in accordance***
7 ***with the terms and conditions of the Agreement; or (iii) fail or***
8 ***refuse to comply with its obligations to furnish Compositions***
9 ***directly to Publisher [i.e., Warner] for any reason whatsoever,***
10 ***including, but not limited to the bankruptcy of Kreshendo***
11 ***Entertainment, LLC, the undersigned [i.e., Plaintiff] shall***
12 ***thereafter furnish Compositions directly to Publisher,*** and the
13 undersigned shall at the request of Publisher do all such acts and
14 things as shall give to Publisher, and their successors and assigns
15 the same rights, privileges and benefits as Publisher would have
16 had under the Agreement if Kreshendo Entertainment LLC had
17 continued to be entitled to the undersigned's services as a
18 songwriter in accordance with the terms and conditions of the
19 Agreement if Kreshendo Entertainment LLC had continued to
20 own the Compositions in accordance with the terms and
21 conditions of the Agreement and had continued to comply with
22 its obligations to furnish Compositions directly to Publisher, and
23 all such rights, privileges and benefits shall be enforceable on
24 behalf of Publisher against the undersigned (***and in such event***
25 ***the undersigned shall be entitled to all of the benefits afforded***
26 ***to Kreshendo Entertainment LLC under the Agreement).***
27 (emphasis added)

19 21. On November 7, 2019, Plaintiff and Kreshendo entered into the Termination
20 Agreement and thus agreed to terminate the Recording/Publishing Agreement (inclusive of
21 the right to Plaintiff's exclusive songwriting services), effective the same day. The
22 Termination Agreement referenced all "Agreements" "with respect to your exclusive,
23 management, recording, ***songwriting***, and other entertainment industry services"
24 (collectively, the 'Agreements')." (emphasis added). Notably the Termination Agreement
25 was drafted by Kreshendo. A true and correct copy of the Termination Agreement is
26 attached hereto as Exhibit 4 and incorporated herein by this reference.

27 22. Plaintiff agreed to pay a buy-out fee to Kreshendo of \$35,500 within five
28 business days of the execution of the Termination Agreement, which Plaintiff timely paid.

1 23. Kreshendo also retained rights in certain of Plaintiff's master recordings.
2 Paragraph 3 of the Termination Agreement states that "All Master Recordings embodying
3 your performances recorded during the Term prior to the Termination Date shall remain
4 subject to the Agreement ('Existing Masters'), and all terms of the Agreement in connection
5 therewith shall survive the termination of the Term *except that Company will not release or*
6 *publish anything related to you to the public unless mutually agreed upon and with your*
7 *written approval.*" (emphasis added).

8 24. Kreshendo also retained an interest in profits derived from certain of Plaintiff's
9 albums released after November 7, 2019.

10 25. Consistent with the Assent, the Termination Agreement acknowledged that
11 the Administration Agreement remained in full force and effect, and was not being
12 disavowed by Plaintiff, as of November 7, 2019. Paragraph 7 of the Termination Agreement
13 states, however, as follows:

14 Reference is made to that certain exclusive administration
15 agreement dated January 25, 2018 between Company and WB
16 Music Corp. with respect to your songwriting and music
17 publishing activities, among other things (the "Warner/Chappell
18 Admin Agreement"). Notwithstanding any termination of the
19 Term of the [Recording/Publishing] Agreement hereunder,
20 Company and you mutually agree that: (a) the terms of the
21 [Recording/Publishing] Agreement applicable to the
22 Warner/Chappell Admin Agreement shall survive any
23 termination of the Term hereunder (as same pertain to the
24 Warner/Chappell Admin Agreement), including, without
25 limitation, Company's interest in the musical compositions
26 subject to the Warner/Chappell Admin Agreement; and (b) the
27 Warner/Chappell Admin Agreement shall remain in full force
28 and effect (*including your assent thereto*). (emphasis added)

24 26. Thus, similar to Kreshendo's retained interest in the prior recorded Master
25 Recordings, Kreshendo retained its right to receive its share of royalties under the
26 Administration Agreement for the compositions theretofore delivered to Warner prior to
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1 November 7, 2019, and *the terms of Plaintiff's Assent – including its succession to*
2 *Kreshendo's rights under the Administration Agreement* – were explicitly confirmed.

3 27. On July 22, 2024, Plaintiff sent a letter notifying Warner that the Termination
4 Agreement terminating Kreshendo's rights to Plaintiff's songwriting services effectively
5 terminated the Administration Agreement as of November 7, 2019, and that pursuant to the
6 Termination Agreement and Assent, Plaintiff assumed Kreshendo's position in the
7 Administration Agreement. A true and correct copy of Plaintiff's letter is attached hereto as
8 Exhibit 5 and incorporated herein by this reference.

9 28. In addition, the letter notified Warner that pursuant to paragraph 1 of the
10 Administration Agreement, Plaintiff was electing to repay Warner one hundred and ten
11 (110%) percent of the present unrecouped balance of prior advances made by Warner with
12 respect to the compositions and requested that Warner disclose to Plaintiff the total amount
13 of such unrecouped balance.

14 29. To date, Warner has refused to disclose to Plaintiff the total amount of the
15 unrecouped balance for the prior advances in violation of the Administration Agreement.

16 30. Upon information and belief, Kreshendo and DOES 6 through 12, inclusive,
17 and each of them, have instructed Warner not to provide Plaintiff the total unrecouped
18 balance related to advances made with respect to the compositions or has refused to authorize
19 Warner to provide such information to Plaintiff.

20 31. In addition, Kreshendo released the Plaintiff's master recordings of "More" on
21 November 19, 2019, "Joan Jett" on November 17, 2019, and "Prosperity" on December 16,
22 2019, all without Plaintiff's written authorization or approval in violation of paragraph 3 of
23 the Termination Agreement.

24 **FIRST CAUSE OF ACTION**

25 **(Breach of Contract)**

26 **Against Warner**

27 32. Plaintiff repeats, realleges and incorporates herein by this reference
28 paragraphs 1 through 31, inclusive, of this Complaint as though fully set forth herein.

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1 publish anything related to Plaintiff to the public unless mutually agreed upon and with
2 Plaintiff's written approval.

3 52. Kreshendo released the master recordings for "More" on November 19, 2019,
4 "Joan Jett" on November 17, 2019, and "Prosperity" on December 16, 2019, without
5 Plaintiff's written approval and in violation of the Termination Agreement. On information
6 and belief, Kreshendo and DOES 10 through 50, inclusive, and each of them, have released
7 and/or caused or otherwise participated in the release of other master recordings by Plaintiff
8 without Plaintiff's approval.

9 53. As a result, Plaintiff has been damaged in an amount to be determined at trial.

10 **FIFTH CAUSE OF ACTION**

11 **(Declaratory Relief)**

12 **Against All Defendants**

13 54. Plaintiff repeats, realleges and incorporates herein by this reference
14 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

15 55. By reason of the foregoing, an actual and justiciable controversy of sufficient
16 immediacy and reality has arisen and now exists between Plaintiff and Defendants, and each
17 of them, concerning their respective rights and interests.

18 56. Plaintiff contends that pursuant to the Assent and Termination Agreement,
19 Plaintiff stands in the place and instead of Kreshendo in the Administration Agreement and
20 in accordance with paragraph 1 of the Administration Agreement has the right to repay to
21 Warner 110% of the unrecouped balance of the compositions subject to the Administration
22 Agreement.

23 57. Warner has not agreed that Plaintiff assumes the role of Kreshendo in the
24 Administration Agreement.

25 58. Upon information and belief, Kreshendo and DOES 1 through 100, inclusive,
26 and each of them, dispute the validity of the Termination Agreement and/or Plaintiff's rights
27 under the Administration Agreement.