

2.

Defendant Ultra Music Publishing Europe AG dba Sony Music Entertainment (“Sony”) can be served at its principal office located at 137 W 25th Street FL 10 New York, NY 10004-7209.

3.

Venue is proper under the terms of the Contract.

4.

Plaintiff and Defendant signed two agreements, the first one is a Co-Publishing Agreement (“Co-Publishing Agreement”) (Attached Exhibit “A”) and the second is an Administration Agreement (“Administration Agreement”) (Attached Exhibit “B”) on July 18, 2018.

First Contract

5.

Plaintiff agreed to assign 50% of his right, title and interest in and to the musical compositions as Writer to Defendant in the musical compositions:

Introduccion B-El Cosita Mix, La Cripta Remixes Cutty Ranks Y El Chombo,

and New Version 2018 Dame Tu Cosita (“**Dame Tu Cosita Musical Compositions**”).

6.

Plaintiff agreed to grant Defendant 100% right to the administration, collection, promotion and enforcement of the Dame Tu Cosita Musical Compositions.

7.

Defendant, under the Co-Publishing Agreement was to remit Plaintiff Seventy-five percent (75%) of all Net Sums received by Publisher under any mechanical, transcription, print or other license or from any other source in respect of the Dame Tu Cosita Musical Compositions.

8.

Defendant, under the Co-Publishing Agreement, was to remit Plaintiff Sixty-five percent (65%) of all Net Sums received by Publisher for Cover Recordings and synchronization licenses with respect to the Dame Tu Cosita Musical Compositions.

9.

Defendant, under the Co-Publishing Agreement, was to remit Fifty-percent (50%) of all Net Sums comprising publisher’s share of public performance income

and Twenty-Percent (20%) of public performance of Cover performances with respect to the Dame Tu Cosita Musical Compositions.

10.

Defendant, under the Co-Publishing Agreement, was to remit Seventy-percent (75%) of all Net Sums of all amounts not covered in the foregoing paragraphs with respect to the Dame Tu Cosita Musical Compositions.

11.

Defendant, under the Co-Publishing Agreement was to provide an accounting of the royalty statement to Plaintiff but has failed to do so.

13.

Plaintiff, under the Co-Publishing Agreement, was paid a \$75,000.00 advance.

14.

Dame Tu Cosita hit No. 36 on the Billboard Hot 100 and sold thousands of downloads in the first week and has surpassed 5 billion view on Youtube fueled by the dancing green alien video.

15.

To date, Defendant has not paid Plaintiff under the Co-Publishing Agreement.

Second Contract

16.

Plaintiff and Defendant signed an Administration Agreement on July 18, 2018. (Attached Exhibit “B”)

17.

Under the Administration Agreement, Plaintiff licensed, granted, and assigned to Defendant the exclusive right to from January 1, 2019 to each and every musical composition which is initially composed owned or controlled by Plaintiff set forth on the Schedule A. The Schedule A only states [TBC].

18.

Defendant, under the Administration Agreement was to remit eighty-five percent (85%) of all Net Sums to Plaintiff received by Defendant under any mechanical, transcription, print or other license or from any other source reduced to seventy-five percent (75%) for Covers.

19.

Defendant, under the Co-Publishing Agreement, was to remit Plaintiff seventy-five percent (75%) of all Net Sums received by Publisher for Cover Recordings and synchronization licenses.

20.

Defendant, under the Co-Publishing Agreement, was to remit Plaintiff seventy percent (70%) of all Net Sums received by Publisher comprising of ‘publisher’s share’ of public performances royalties.

21.

On April 22, 2025, Plaintiff mailed a Notice of Default and Demand for Audit seeking full compensation under the Agreement. (See Exhibit C).

22.

To date, Plaintiff has not received any payment or audit documentation.

COUNT I

BREACH OF CONTRACT

23.

All previous paragraphs are incorporated as if set forth verbatim herein.

24.

Plaintiff and Defendant had an Agreement for Defendant to provide certain percentages of Net Sums received under the Agreement.

25.

Defendant has failed to remit such sums and has failed to provide an Accounting of such sums.

As a result of the failure of Defendants to perform the terms, conditions, and obligations under the Co-Publishing Agreement and Administration Agreement, Plaintiff has suffered substantial damages to be determined at trial.

COUNT II
ACCOUNTING

26.

All previous paragraphs are incorporated as if set forth verbatim herein.

27.

Defendant, as Co-Publisher and Administrator, served in a fiduciary and confidential capacity charged with collecting funds on behalf of Plaintiff and administering those funds.

28.

Plaintiff is entitled to an accounting of all Net Sums received on behalf of Plaintiff by Defendant.

29.

As a result of the failure of Defendants to perform the terms, conditions, and obligations under the Co-Publishing Agreement and Administration Agreement, Plaintiff has suffered substantial damages to be determined at trial.

COUNT III
ATTORNEYS FEES

30.

All previous paragraphs are incorporated as if set forth verbatim herein.

31.

Defendants have acted in bad faith, has been stubbornly litigious, and has caused Plaintiff unnecessary trouble and expense. Consequently, pursuant to New York laws and the Agreement, Plaintiff should be paid her expenses of litigation, including attorney's fees in an amount to be determined at trial.

WHEREFORE, Plaintiff prays as follows:

- (a) That Plaintiff have a jury of 12;
- (b) That the Plaintiff receive damages on Counts I in an amount determined by the jury but in no event no less than \$3,000,000.00.
- (c) That the Court award attorney's fees to Plaintiff incurred in bringing this action against Defendants; and
- (d) That the courts order any and all such further relief under law and equity.

Respectfully submitted this 24th day of March 2026

/s/ Catherine Gibson

CATHERINE GIBSON

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