

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

J&N RECORDS LLC, J&N PUBLISHING LLC, 829MUSIC MUNDIAL LLC, and MAYIMBA MUSIC, INC.,	:	Case No.: 1:24-cv-20172 DPG
	:	
Plaintiffs,	:	
	:	
v.	:	DEMAND FOR JURY TRIAL
	:	
HARLEY BOYS ENTERTAINMENT, LLC d/b/a ROAD RUNNER ENTERTAINMENT INC, HBE MEDIA HOLDINGS INC, and LUIS ALFREDO SILVERIO a/k/a LUIGUI BLEAND,	:	
	:	
Defendants.	:	

**AMENDED COMPLAINT
PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF REQUESTED**

Plaintiffs J&N Records, LLC, J&N Publishing LLC, 829Music Mundial LLC and Mayimba Music, Inc. (together, “Plaintiffs”), by their attorneys, Smith, Gambrell & Russell, LLP, as and for their Amended Complaint against defendants Harley Boys Entertainment, LLC d/b/a Road Runner Entertainment Inc, HBE Media Holdings Inc., and Luis Alfredo Silverio a/k/a Luigui Blead (collectively, “Defendants”) allege as follows:

INTRODUCTION

1. This is an action for copyright infringement, contributory copyright infringement, vicarious copyright infringement and injunctive relief, all arising from Defendants’ willful and systematic infringement of sound recordings and musical compositions for which Plaintiffs are the owners of the exclusive copyrights and/or distribution rights.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 as the action arises under the original and exclusive jurisdiction of the federal courts and 28 U.S.C. § 1338(a) as the controversy arises under the Copyright Act and Copyright Reversion Act of 1976 (17 U.S.C § 101 *et seq.*).

3. Venue lies with this Court as Defendants sell infringing music over the internet to customers based in the Southern District of Florida, and a substantial part of the events or omissions giving rise to the claims occurred in the Southern District of Florida.

THE PARTIES

4. Plaintiff J&N Records LLC (“J&N Records”) is a limited liability corporation organized and existing under the laws of the State of Florida with its principal place of business at 10400 NW 37th Terrace, Doral, Florida.

5. Plaintiff J&N Publishing LLC (“J&N Publishing”) is a limited liability corporation organized and existing under the laws of the State of Florida with its principal place of business at 10400 NW 37th Terrace, Doral, Florida.

6. Plaintiff 829Music Mundial LLC (“829Music”) is a limited liability corporation organized and existing under the laws of the State of North Carolina with its principal place of business at 4290 Kaiser Woods Dr. SW Concord, North Carolina.

7. Plaintiff Mayimba Music, Inc. (“Mayimba”) is a C corporation organized and existing under the laws of the State of New York with its principal place of business at 24 White Birch Drive, Pomona, New York.

8. Upon information and belief, Defendant Harley Boys Entertainment, LLC d/b/a Road Runner Entertainment Inc. (“Harley Boys”) is a Florida corporation registered to do business

in the State of Florida with its principal place of business at 20200 West Dixie Highway, Suite 902, Aventura, Florida.

9. Upon information and belief, Defendant HBE Media Holdings Inc. (“HBE”) is a Florida corporation registered to do business in the State of Florida, with its principal place of business at 20200 West Dixie Highway, Suite 902, Aventura, Florida.

10. Upon information and belief, Defendant Luis Alfredo Silverio a/k/a Luigui Bleand (“Bleand”) is a resident of the Dominican Republic, and who, upon information and belief, is the founder and Chief Executive Officer of Defendant Harley Boys.

11. Upon information and belief, Bleand is the Chief Executive Officer of Defendant HBE.

FACTS COMMON TO ALL CAUSES OF ACTION

12. Plaintiffs J&N Records, 829Music and Mayimba are record companies engaged in the business of producing, distributing, selling, licensing and facilitating the distribution and sale of sound recordings worldwide.

13. J&N Records is the exclusive owner of the copyrights (by way of written agreement) with respect to an extensive and diverse catalogue of sound recordings for Latin American music.

14. Pursuant to written agreements with the relevant parties, J&N Records is the exclusive owner of the copyrights and/or the exclusive distribution rights to the sound recordings set forth on **Exhibit “A”**. J&N Records has filed and received Certificates of Copyright Registration from the Register of Copyrights for the copyrighted sound recordings listed in Exhibit A.

15. Pursuant to written agreements with the relevant parties, Plaintiff 829Music is the exclusive owner of the copyrights and/or the exclusive distribution rights to the sound recordings set forth in **Exhibit “B”**. 829Music has filed and received Certificates of Copyright Registration from the Register of Copyrights for the sound recordings listed in Exhibit B.

16. Under the Copyright Act, Plaintiffs J&N Records and 829Music possess the exclusive rights, among other things, to “reproduce the copyrighted work[s]” and “distribute copies or phonorecords of the copyrighted work[s] to the public,” as well as to authorize or license others to engage in such activities. 17 U.S.C. § 106.

17. In addition to distributing, selling and licensing phonorecords in the form of CDs, cassettes and other tangible media, Plaintiffs J&N Records, 829Music and Mayimba also distribute and license their sound recordings in the form of digital audio files, which are marketed and distributed online in a variety of forms (*e.g.*, permanent downloads, conditional downloads, subscription services, streaming, etc.), and delivered to the consumer *via* the Internet, including through authorized services, such as Apple’s iTunes, Spotify and Amazon’s MP3 Music Service.

18. The Orchard is and has been J&N Records’ and Mayimba’s digital distributor for more than a decade. Pursuant to the contract between The Orchard and J&N Records, The Orchard provides the sound recordings set forth in Exhibit A to authorized services or digital platforms.

19. Symphonic is 829Music’s digital distributor pursuant to the contract under which Symphonic provides the sound recordings set forth in Exhibit B to authorized services or digital platforms.

20. Plaintiffs J&N Publishing and Mayimba are well-known music publishers engaged in the business of licensing and facilitating the distribution and exploitation of musical compositions worldwide.

21. Pursuant to written agreements with the relevant parties, Plaintiff J&N Publishing is the exclusive owner of the copyrights and/or exclusive administration rights to the musical compositions set forth on **Exhibit “C”**. J&N Publishing has filed and received Certificates of Copyright Registration from the Register of Copyrights for the copyrighted musical compositions set forth in Exhibit C.

22. Pursuant to written agreements with the relevant parties, Plaintiff Mayimba is the exclusive owner of the copyrights and/or exclusive administration rights to the musical compositions listed in **Exhibit “D”**. The Register of Copyrights has issued Certificates of Copyright Registration for each of the musical compositions set forth in Exhibit D.

The Unauthorized Distribution Agreement

23. Upon information and belief, Harley Boys entered into a distribution agreement with Warner Music Latina Inc. (“Warner Music”) dated July 14, 2021 (the “Distribution Agreement”). Pursuant to the Distribution Agreement, Harley Boys represented to Warner Music that distribution of the works Harley Boys provided to Warner Music pursuant to the Distribution Agreement would not violate any law or infringe upon the rights of any person. *See* December 15, 2023, letter from Warner Music, annexed hereto as **Exhibit “E”**.

24. Harley Boys and Warner Music entered into an amendment to the Distribution Agreement on December 8, 2022 whereby Warner Music agreed to provide Harley Boys a \$500,000 advance on royalties to be earned pursuant to the Distribution Agreement.

25. Upon information and belief, Warner Music paid the \$500,000 advance to Harley Boys pursuant to the Distribution Agreement.

26. Harley Boys and Warner Music entered into a further amendment to the Distribution Agreement on October 18, 2023.

27. Upon information and belief, Harley Boys provided Warner Music and/or ADA a catalogue of works (the “Catalogue”) to be distributed pursuant to the Distribution Agreement.

28. Many of the works listed in the Catalogue are registered by Plaintiffs with the United States Copyright Office. Each of the works listed in Exhibits A, B, C and D (“Plaintiffs’ Copyrighted Works”) are listed in the Catalogue. The Catalogue also includes copyrighted works controlled by other parties, such as Universal and Platano Records.

29. Neither Harley Boys nor Warner Music sought or received from Plaintiffs a license to distribute any of Plaintiffs’ Copyrighted Works.

30. Pursuant to the Distribution Agreement – and without the Plaintiffs’ authorization – Harley Boys caused Warner Music to distribute Plaintiffs’ Copyrighted Works to various digital platforms, including Spotify, Qobuz, Amazon and YouTube.

31. Defendant Bleand acted as a representative of Defendant Harley Boys in negotiating the Distribution Agreement with Warner Music.

32. Upon information and belief, Defendant Bleand provided the Harley Boys and Warner Music the Catalogue of works that Harley Boys exploited pursuant to the Distribution Agreement.

**The Cease and Desist Letter and Other
Correspondence Between Plaintiffs and Defendants**

33. On December 12, 2023, Plaintiffs’ counsel delivered to ADA Latin (a d/b/a for Warner Music) a letter (the “Warner Cease and Desist Letter”) in which Plaintiffs informed Warner Music that (a) many of the works being distributed pursuant to the Distribution Agreement are owned or controlled by Plaintiffs and (b) none of the Plaintiffs has authorized Harley Boys or Warner Music to distribute any of Plaintiffs’ Copyrighted Works. A copy of the Warner Cease and Desist Letter is annexed hereto as **Exhibit “G”**.

34. Warner Music responded to the Warner Cease and Desist Letter pursuant to Warner Music's December 15, 2023 letter (Exhibit E), in which Warner Music asserted that it had entered into the Distribution Agreement with Harley Boys.

35. On December 19, 2023, Harley Boys sent Plaintiffs' counsel a letter in response to the Warner Cease and Desist Letter, in which Harley Boys asserts that it had entered into the Distribution Agreement with ADA Latin (the "Harley Boys Letter"). In its Letter, Harley Boys also asserts that it has not authorized either Warner Music or ADA Latin to provide Plaintiffs any documentation regarding the Distribution Agreement. *Id.* A copy of the Harley Boys Letter is annexed hereto as **Exhibit "F"**.

Neither José Luis Records nor José Luis Publishing Authorized Defendants to Distribute Plaintiffs' Copyrighted Works

36. Notably, the Harley Boys Letter does not assert that Harley Boys has received licenses from any of the Plaintiffs to distribute Plaintiffs' Copyrighted Works. *See* Exhibit F.

37. Instead, Harley Boys asserts in its Letter that Harley Boys has conducted meetings with "all of the right holders involved in this matter," including José Altagracia Santos (from José Luis Records/José Luis Publishing) ("José Luis").

38. José Luis is the owner of the record label, José Luis Records and the publishing companies, José Luis Publishing/Jar Dominicana Publishing and Editora Robert (together, "José Luis Publishing").

39. José Luis Records entered into an exclusive, worldwide distribution agreement with J&N Records over ten years ago.

40. At or about that same time, José Luis Publishing entered into an exclusive co-publishing agreement with J&N Publishing for the musical compositions controlled by José Luis Publishing, where J&N Publishing is the exclusive, worldwide administrative co-publisher.

41. Neither José Luis Records nor José Luis Publishing has licensed rights to any other company for distribution of their works since entering into the agreements with J&N Records and J&N Publishing.

42. José Luis did not make any arrangements to meet with Harley Boys. *See* Declaration of José Altagracia Santos, executed on January 4, 2024, annexed hereto as **Exhibit “H”**.

43. On December 18, 2023, José Luis made arrangements to meet with Nepo Nuñez at a hotel in the Dominican Republic. *Id.*

44. When José Luis arrived at the hotel, he encountered, amongst others, Defendant Luigui Bland (“Bland”) with whom José Luis had not had any prior business dealings. *Id.*

45. Bland told José Luis that Bland wanted José Luis to sign a document, but did not describe the contents of the document. *Id.*

46. José Luis informed Bland that he could not sign any type of papers, since José Luis Records and José Luis Publishing were under exclusive contracts with J&N Records and J&N Publishing. *Id.*

Defendants Bland’s Prior Unauthorized Exploitation Of Plaintiffs’ Works

47. From at least 2013 through the present, Defendant Bland has licensed to third parties numerous works to which Plaintiffs own the exclusive distribution rights. Plaintiffs set forth below a few examples of Bland’s prior unauthorized exploitation of Plaintiffs’ works.

48. Upon information and belief, in or about 2015, Defendant Bland through one of the companies he controls, entered into an agreement with The Orchard to distribute certain works (the “2015 Agreement”).

49. Pursuant to the 2015 Agreement, The Orchard distributed, *inter alia*, approximately 500 sound recordings that are owned and/or controlled by J&N Records, (the “J&N Works”) including many of Plaintiffs’ Copyrighted Works set forth in Exhibit A.

50. J&N Records informed The Orchard (a) that J&N Records owned and/or controlled all of the J&N Works; (b) that J&N Records had not licensed to Bland or any of Bland’s companies, any of the J&N Works; and (c) demanded that The Orchard remove the J&N Works from all digital platforms.

51. The Orchard ultimately complied with J&N Records’ demand to remove the J&N Works from all digital platforms, and upon information and belief, terminated the 2015 Agreement in 2021, prior to execution of the Distribution Agreement between Harley Boys and Warner Music.

52. In or about 2020, J&N Publishing discovered that an account at BMI under the name Christopher Marte (“Marte”) included many works controlled by J&N Publishing (the “J&N Publishing Works”). In 2021, Defendant Bland, through Renegade US Inc. (“The Renegade”) licensed the J&N Publishing Works (the Marte titles that are actually owned and controlled by J&N Publishing) and many other works to The Orchard Publishing. At J&N Publishing’s request, The Orchard Publishing relinquished all rights to the Marte titles, including the J&N Publishing Works. Metadata attributing these works to Marte, however, still persists at royalty administration companies such as Harry Fox and the MLC.

53. On or about January 22, 2023, Defendant Bland caused several sound recordings owned and/or controlled by 829Music (the “829Music Works”) to be posted on YouTube, in which José Luis Records was identified as the registered copyright owner.

54. 829Music (a) informed Bland that 829Music, and not Bland or José Luis Records, owned and/or controlled all rights regarding the 829Music Works; and (b) demanded that Bland remove the 829Music Works from YouTube.

55. Bland ultimately caused the 829Music Works to be removed from YouTube.

56. In or about 2013, Defendant Bland licensed a track entitled Yo Toy Rulay to Blanco Y Negro (a company in Spain). Bland had no agreement with any party connected to said track. 829Music controls all rights with respect to Yo Toy Rulay. At 829Music's request, Blanco Y Negro discontinued distribution of the work.

57. In or about May, 2022, Mayimba discovered that works composed and performed by the iconic Dominican singer/songwriter Francisco Pache Torres p/k/a Ramon Torres for which Mayimba has the exclusive digital distribution and publishing administration rights (the "Torres Works") were being distributed through digital platforms by The Orchard at the behest of Defendant Bland through another of Bland's Florida corporations, The Renegade.

58. Further, Bland had registered many of the Torres musical compositions at BMI in Bland's name as writer and his publisher Blandstyle as publisher, and licensed many of the Torres Works directly to third parties. The Orchard ultimately discontinued distributing the Torres Works at Mayimba's request.

59. In or about June 2022, Plaintiff Mayimba became aware that Regalías Digitales (a company that collects YouTube royalties for independent publishers) was claiming the right to exploit and receive payment on works owned or controlled by Mayimba including works composed by Francisco Pache Torres p/k/a Ramon Torres (the "Mayimba Works"). Regalías Digitales subsequently informed Mayimba that the licensor on whose behalf Regalías Digitales was making the claim was a Bland company called Bland Enterprises.

60. After Mayimba provided Regalías Digitales the contracts demonstrating that Mayimba owned and/or controlled all rights to the Mayimba Works, Regalías Digitales ceased making payments regarding said Works to Bleand's company and started making payments on said Works to Mayimba. Regalías Deigitales paid Mayimba for the then-current trimester, but not for the prior trimesters dating back to 2017.

61. Upon information and belief, Bleand's company retained all payments it received from Regalías Digitales from 2017 through June, 2022.

62. Furthermore, Bleand also caused many of the Mayimba Works to be registered at BMI in Bleand's name, despite the fact that he had no involvement in or other rights with respect to said Works, including musical compositions composed by Ramon Torres.

Defendant Bleand's Continued Infringement of Plaintiffs' Works

63. On March 29, 2024, Warner Music terminated the Distribution Agreement on the grounds that Harley Boys was in material breach and default of the representations and warranties Harley Boys made to Warner Music pursuant to the Distribution Agreement.

64. Upon information and belief, Warner Music has ceased distribution of the Catalogue.

65. As of May 16, 2024, however, Ditto Music Ltd. ("Ditto") began distributing works by Linar De Jesús Espinal Nuñez p/k/a El Chaval de la Bachata that are controlled by Plaintiff 829Music (the "El Chaval Works").

66. Upon information and belief, Defendants HBE and Bleand provided the El Chaval Works to Ditto for distribution.

67. Neither Ditto nor HBE nor Bleand sought or received licenses from 829Music to distribute the El Chaval Works.

68. Upon notice from Plaintiffs, Ditto agreed to cease distribution of the El Chaval Works.

69. However, on or about June 20, 2024, Ditto began distributing (a) virtually all of the Copyrighted Works; and (b) certain live recordings of performances by Chicho Severino that are controlled by Plaintiff J&N Publishing (the “Severino Works”).

70. Defendants HBE and Bland provided the Copyrighted Works and the Severino Works to Ditto for distribution.

71. Neither Ditto nor HBE nor Bland sought or received licenses from any of the Plaintiffs to distribute the Copyrighted Works or the Severino Works.

72. Accordingly, Plaintiffs’ counsel sent to Ditto (with a copy to counsel for Bland) a letter on June 24, 2024 demanding that Ditto immediately cease and desist from any further exploitation of the Copyrighted Works and the Severino Works (the "Ditto Cease and Desist Letter"). A copy of the Ditto Cease and Desist Letter is annexed hereto as **Exhibit “I”**.

73. **Exhibit “J”** annexed hereto sets forth the El Chaval Works and the Severino Works that Ditto distributed at Defendants HBE’s and Bland’s behest (in addition to the Copyrighted Works) without having sought or a license from Plaintiffs to do so.

74. On June 25, 2025, Ditto informed Plaintiffs that it had ceased further distribution of the Copyrighted Works, the El Chaval Works and the Severino Works.

75. Many of the Copyrighted Works, the El Chaval Works and the Severino Works, however, remained accessible for several days thereafter on various digital platforms.

76. As of July 2, 2024 at least one of the Works (“Nepo Nuñez Presenta”) remains accessible on Apple Music.

77. Plaintiffs are unable to ascertain how many of Plaintiffs' Copyrighted Works, El Chaval Works, Serverino Works also remain accessible through various digital platforms at this time. Other of Plaintiffs Works may be available through Ditto, as Plaintiffs cannot investigate the entire spectrum of cyberspace.

78. Further, neither Ditto nor HBE nor Bland has accounted to Plaintiffs for their wrongful distribution of Plaintiffs' works.

FIRST CAUSE OF ACTION
Direct Copyright Infringement
17 U.S.C. §§ 101 *et seq.*

79. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 78 hereof as if fully set forth herein.

80. Plaintiffs J&N Records, 829Music, J&N Publishing and Mayimba are the owners of the registered copyrights and/or the exclusive distribution rights to Plaintiffs' Copyrighted Works set forth in Exhibits A, B, C and D, respectively.

81. Plaintiff 829Music owns the copyrights to the El Chaval Works set forth in Exhibit J.

82. Plaintiff J&N Publishing owns the copyrights to the Severino Works that are set forth in Exhibit J.

83. The Works set forth in Exhibit J hereafter will be referred to as "Plaintiffs' Additional Copyrighted Works."

84. Pursuant to 17 U.S.C. §§ 106(1) and (3), Plaintiffs have the exclusive right to reproduce and distribute Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

85. Defendants, with full knowledge of Plaintiffs' exclusive copyrights and distribution rights, and without license or authorization, have willfully, reproduced and distributed Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

86. Defendants are responsible directly for the unlawful infringement of Plaintiffs' copyright interests in and exclusive distribution rights to Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

87. Furthermore, Defendants' unauthorized exploitation of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works serves exactly the same purpose as Plaintiffs' intended use of said Works – *i.e.*, the distribution for sale of popular Latin American music. Thus, there is no added benefit to the general public by Defendants' unauthorized exploitation of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

88. As a direct and proximate result of the foregoing acts of infringement, Plaintiffs have been and continue to be damaged substantially.

89. As a direct and proximate result of the foregoing acts of infringement, Plaintiffs have been and will be irreparably injured.

90. Defendants' infringement of Plaintiffs' rights in and to each of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works constitutes a separate and distinct act of infringement.

91. Defendants' infringement of Plaintiffs' copyright interests is and was willful within the meaning of the Copyright Act.

92. Defendants are liable to Plaintiffs for actual damages and profits for each act of infringement under 17 U.S.C. § 504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

93. Pursuant to 17 U.S.C. § 505, Plaintiffs also request that this Court order Defendants to reimburse Plaintiffs for their attorneys' fees and costs incurred in prosecuting this action.

SECOND CAUSE OF ACTION
Contributory Copyright Infringement

94. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 93 hereof as if fully set forth herein.

95. Defendants Bleand and Harley Boys had actual and constructive knowledge of Warner Music's infringement of Plaintiffs' Copyrighted Works.

96. Defendants Bleand and Harley Boys took active steps to encourage, facilitate, and thereby induce Warner Music's infringement of Plaintiffs' Copyrighted Works. *See*, for example, Harley Boys' letter annexed as Exhibit F.

97. Defendants Bleand and Harley Boys refused and failed to exercise their ability to prevent Warner Music's copyright infringement by refusing to comply with the Cease and Desist Letter sent by the attorneys for Plaintiffs demanding that Defendants halt all infringing uses.

98. Defendants' Bleand's and Harley Boys' conduct demonstrates that they have intentionally, willfully, and purposefully sought to induce infringement of Plaintiffs' Copyrighted Works.

99. Each violation of Plaintiffs' copyright interests in Plaintiffs' Copyrighted Works constitutes a separate and distinct act of copyright infringement.

100. Defendants Bleand and Harley Boys knew or should have known that they did not have ownership or licensed rights or Plaintiffs' authorization to permit Warner Music to exploit Plaintiffs' Copyrighted Works.

101. Defendants Bleand and Harley Boys, for their own profit, induced Defendant Warner Music and to exploit without Plaintiffs' authorization Plaintiffs' Copyrighted Works.

102. Defendant Bleand, and Defendant HBE also

(a) had actual and constructive knowledge of Ditto's infringement of Plaintiffs'

Additional Copyrighted Works;

(b) took active steps to encourage, facilitate, and thereby induce Ditto's infringement of Plaintiffs' Additional Copyrighted Works; and

(c) through their conduct, demonstrated that they intentionally, willfully and purposely sought to induce Ditto's infringement of Plaintiffs' Additional Copyrighted Works.

103. For all the foregoing reasons, Defendants Harley Boys, HBE and Bleand and Harley Boys are liable to Plaintiffs for contributory infringement of Plaintiffs' copyright interests in Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

104. As a direct and proximate result of the foregoing acts, Plaintiffs have been and continue to be damaged substantially.

105. As a direct and proximate result of the foregoing acts, Plaintiffs have been and continue to be injured irreparably.

106. Accordingly, Defendants Harley Boys, HBE and Bleand are liable to Plaintiffs for actual damages and profits under 17 U.S.C. § 504 in an amount to be determined at trial, or, in the alternative, for statutory damages with respect to each of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works that has been infringed.

107. Pursuant to 17 U.S.C. § 505, Plaintiffs also requests that this Court order Defendants Harley Boys, HBE and Bleand to reimburse Plaintiffs for their attorneys' fees and costs incurred in prosecuting this action.

THIRD CAUSE OF ACTION
Vicarious Copyright Infringement

108. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 107 hereof as if fully set forth herein.

109. Defendants Bleand and Harley Boys, by illegally authorizing Warner Music to distribute for sale Plaintiffs' Copyrighted Works, sought to and did profit from such unauthorized exploitation.

110. Defendants Bleand and Harley Boys profited directly and substantially from such infringement.

111. Defendants Bleand and Harley Boys financially benefitted from Warner Music's distribution and exploitation of Plaintiffs' Copyrighted Works without Plaintiffs' authorization.

112. There is a direct and substantial relationship between Defendants Bleand's and Harley Boys' profits and Warner Music's unauthorized exploitation of Plaintiffs' Copyrights Works.

113. Defendants Bleand and Harley Boys had the ability to stop the infringing activity by ceasing to authorize Warner Music to distribute for sale Plaintiffs' Copyright Works.

114. Notwithstanding Defendants Bleand's and Harley Boys' ability to prevent Warner Music's unauthorized reproduction and distribution of Plaintiffs' Copyrighted Works, they refused and failed to prevent Warner Music's unauthorized exploitation of said Works.

115. Defendants Bleand and Harley Boys knew or should have known that they did not have the right to license to Warner Music the exploitation of Plaintiffs' Copyrighted Works.

116. Upon information and belief, Defendants Bleand and Harley Boys each improperly and unlawfully represented to Warner Music that Harley Boys were the owners and/or had the authority to license to Warner Music the exploitation of Plaintiffs' Copyrighted Works.

117. Defendants Bland and Harley Boys, by making the representations alleged in paragraph 116, above, knew and intended that Warner Music would not seek to secure an appropriate authorization or license from Plaintiffs to exploit Plaintiffs' Copyrighted Works.

118. Defendants HBE and Bland also illegally authorized Ditto to distributed Plaintiffs' Additional Copyrighted Works and profited directly and substantially from such unauthorized exploitation and infringement.

119. There is a direct and substantial relationship between Defendants HBE's and Bland's profits and Ditto's unauthorized exploitation of Plaintiffs' Additional Copyrighted Works.

120. Defendants HBE and Bland had the ability to prevent Ditto's unauthorized distribution of Plaintiffs' Additional Copyrighted Works.

121. Defendants HBE and Bland knew or should have known that he did not have the right to license Plaintiffs' Additional Copyrighted Works to Ditto.

122. Upon information and belief, Defendants HBE and Bland improperly and unlawfully represented to Ditto that they had the authority to license to Ditto the exploitation of Plaintiffs' Additional Copyrighted Works.

123. Defendants HBE and Bland, by making the representations alleged in paragraph 122, above, knew and intended that Ditto would not seek to secure an appropriate authorization or license from Plaintiffs to exploit Plaintiffs' Additional Copyrighted Works.

124. Through the conduct described above, Defendants, Harley Boys', HBE's and Bland are liable for the vicarious infringement of Plaintiffs' copyrights in Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works.

125. As a result of Defendants Harley Boys', HBE's and Bleand's vicarious infringement of Plaintiffs' copyrights in Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works, Defendants Harley Boys, HBE and Bleand have obtained direct and indirect profits that they would not otherwise have realized, but for their vicarious infringement of Plaintiffs' copyrights.

126. Defendants Harley Boys', HBE's and Bleand's conduct described above was willful, intentional and/or reckless, and done for their own economic gain.

127. Each violation of Plaintiffs' rights in Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works constitutes a separate and distinct act of copyright infringement.

128. As a direct and proximate result of the foregoing acts, Plaintiffs have been and continue to be damaged substantially.

129. As a direct and proximate result of the foregoing acts, Plaintiffs have been and continue to be injured irreparably.

130. Accordingly, Defendants Harley Boys', HBE and Bleand are liable to Plaintiffs for actual damages and profits under 17 U.S.C. § 504 in an amount to be determined at trial, or, in the alternative, for statutory damages with respect to each of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works that has been infringed.

131. Pursuant to 17 U.S.C. § 505, Plaintiffs also request that this Court order Defendants Harley Boys, HBE and Bleand to reimburse Plaintiffs for their attorneys' fees and costs incurred in prosecuting this action.

FOURTH CAUSE OF ACTION

Injunction and Seizure Pursuant to 17 U.S.C. § 502, *et seq.*

132. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 131 hereof as if fully set forth herein.

133. Plaintiffs are entitled to a preliminary and permanent injunction under 17 U.S.C. § 502, *et seq.*, to prevent further infringement of Plaintiffs' Copyrighted Works and/or Plaintiffs' Additional Copyrighted Works.

DEMAND FOR JURY TRIAL

134. Plaintiffs demand a trial by jury of all issues so triable.

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment:

(a) On the First Cause of Action, ordering Defendants to pay Plaintiffs actual damages and profits or, in the alternative, statutory damages pursuant to 17 U.S.C. § 504 for each violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106;

(b) On the Second Cause of Action, ordering Defendants to pay Plaintiffs' actual damages and disgorge to Plaintiffs Defendants' profits or, in the alternative, to pay Plaintiffs statutory damages pursuant to 17 U.S.C. § 504 for each violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106;

(c) On the Third Cause of Action, ordering Defendants to pay Plaintiffs' actual damages and disgorge to Plaintiffs Defendants' profits or, in the alternative, to pay Plaintiffs statutory damages pursuant to 17 U.S.C. § 504 for each violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106;

(d) On the Fourth Cause of Action, enjoining Defendants and their agents, successors, affiliates, servants, employees, representatives, and all other firms, divisions or corporations in active concert or participation with Defendants during the pendency of this action and permanently from engaging in any further infringing use of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works and ordering the impounding and/or destruction of all originals,

copies, facsimiles and duplicates (including those in digital form) of Plaintiffs' Copyrighted Works and Plaintiffs' Additional Copyrighted Works in Defendants' possession, custody or control;

(e) On all Causes of Action, ordering Defendants to reimburse Plaintiffs for their attorneys' fees and costs incurred in prosecuting this action; and

(f) For all other relief that this Court deems just, necessary or proper.

Dated: July 3, 2024

SMITH, GAMBRELL & RUSSELL, LLP

By: /s/ Sarah A. Gottlieb

Roger J. Maldonado (*pro hac vice*)
1301 Avenue of the Americas, 21st Floor
New York, NY 10019
Tel: (212) 907-9741
Fax: (212) 907-9841
Email: rmaldonado@sgrlaw.com

Sarah A. Gottlieb
201 North Franklin Street, Ste. 3550
Tampa, Florida 33602
Tel: (813) 488-2925
Fax: (813) 488-2960
Email: sgottlieb@sgrlaw.com

Attorneys for Plaintiffs
J&N Records LLC, J&N Publishing LLC,
829Music Mundial LLC, and Mayimba
Music, Inc.

EXHIBIT “A”

J&N RECORDS / JOSE LUIS RECORDS SOUND RECORDINGS					
Track Name	Artist	Master Owner	Date of SR	SR No.	Notes
Amor Imposible	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
El Cuco	Agapito Pascual	Jose Luis Records	7/7/2023	SR0000968913	Contained on La Mujer Moderna
El Enganchao	Agapito Pascual	J&N Records	8/1/2003	SR0000344898	Contained on El Paquetazo De Mujeres
El Mambo Greñu	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
Fabio el Buchu	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
La Gasolina (En Vivo)	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
La Mujer Que Yo Mas Quiero	Agapito Pascual	Jose Luis Records	7/7/2023	SR0000968913	Contained on La Mujer Moderna
La Rubia Y Su Vestido Corto	Agapito Pascual	Jose Luis Records	7/7/2023	SR0000968913	Contained on La Mujer Moderna
Le Cantaron Bingo	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
Me Esta Engañando	Agapito Pascual	J&N Records	8/1/2003	SR0000344898	Contained on El Paquetazo De Mujeres
Por Ser Egoísta	Agapito Pascual	J&N Records	8/1/2003	SR0000344898	Contained on El Paquetazo De Mujeres
Que buena	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
Se Acabaron Los Hombres	Agapito Pascual	Jose Luis Records	7/7/2023	SR0000968913	Contained on La Mujer Moderna
Sobame	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
Tu Tienes que Pagar	Agapito Pascual	J&N Records	11/8/2001	SR0000303897	Contained on La Hija De La Vecina
Navidad Sin Mi Madre	EL General Larguito	J&N Records	12/10/1998	SR0000181141	Contained on Navidad Bachatera
El Picotiao	Fefita La Grande	Jose Luis Records	6/16/2023	SR0000969200	Contained on Fefita La Grande y Rafaelito Roman
La Cuestion (En Vivo)	Fefita La Grande	Jose Luis Records	6/16/2023	SR0000969200	Contained on Fefita La Grande y Rafaelito Roman
Una Mañana de Abril (En Vivo)	Fefita La Grande	Jose Luis Records	6/16/2023	SR0000969200	Contained on Fefita La Grande y Rafaelito Roman
Hago Todo Por La Raya	Fefita La Grande	Jose Luis Records	8/19/2022	SR0000954721	Contained on Date Brillo Cadenita

Vamos a Hablar Ingles	Fefita La Grande	Jose Luis Records	3/25/2021	SR0000897971	Contained on Todos Los Hombres Son Buenos
Flor Pálida (En Vivo)	Raulin Rodriguez	JVN Music	6/19/2006	SR0000392140	Contained on A Donde Ire sin Ti
Que Vuelva	Raulin Rodriguez	JVN Music	6/19/2006	SR0000392140	Contained on A Donde Ire sin Ti
Dile Que Vuelva	Yovanny Polanco	J&N Records	10/06/2003	SR0000340871	Contained on La Batalla Del Tipico / El Prodigio vs. Geovanny Polanco
Hasta Donde Le Dicen Cirilo	Yovanny Polanco	J&N Records	6/25/2003	SR0000348005	Contained on La Batalla Del Tipico: Round 3 / El Prodigio vs. Geovanny Polanco
A Nadie Le Fío	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
El Almacen	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
El Sentenciado	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
La Morena Chula	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
Sabes Que Muero Por Ti	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
Te Voy A Castigar	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
Tengo Problema Con Mi Mujer	Chiqui Rodriguez	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
A Nadie Le Fio	Tipicos Dominicanos	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
El Almacen	Tipicos Dominicanos	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
El Almacen	Tipicos Dominicanos	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula
El Sentenciado	Tipicos Dominicanos	J&N Records	5/15/2023	SR0000989059	Contained on La Morena Chula

EXHIBIT “B”

MA IM A MUSIC / MUSIC MUNDIAL SOUND RECORDINGS					
Track Name	Artist	Master Owner	Date of SR	SR No.	Notes
Dile a El	El Chaval De La Bachata	829Music Mundial	1/13/2021	SR0000892092	Contained on Mil Historias
Me Sacaste Del Llvero	El Chaval De La Bachata	829Music Mundial	1/13/2021	SR0000892092	Contained on Mil Historias
Te Puedes Quedar	El Chaval De La Bachata	829Music Mundial	1/13/2021	SR0000892092	Contained on Mil Historias
Estoy Perdido	El Chaval De La Bachata	829Music Mundial	1/13/2021	SR0000892092	Contained on Mil Historias
Intentar lvidarte	El Chaval De La Bachata	Mayimba Music B Mas Music	2/5/2014	SR0000993495	Contained on Lo Que Tu Pidas
Donde Estan Esos Amigos	El Chaval De La Bachata	Mayimba Music B Mas Music	2/5/2014	SR0000994803	Contained on Ya Me Canse
Te Gusta Eh	Agua ate	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control
Te Gusta He	El Shino	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control
Desahogo	El Shino	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control
Sale El Sol	El Shino	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control
Ta Jodio	Agua ate	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control
Por Un Maldito Enano	Agua ate	Mayimba Music B Burning Mic Productions	7/24/2007	SR0000611348	Contained on ut of Control

EXHIBIT “C”

J&N PUBLISHING / JOSE LUIS PUBLISHING MUSICAL COMPOSITIONS				
COMPOSER	ARTIST	SONG TITLE	Date of PA	PA No.
Agapito Pascual	Agapito Pascual	Amor Imposible	9/6/2023	PA0002432682
Agapito Pascual	Agapito Pascual	El Enganchao	11/4/2003	PA0001199897
Agapito Pascual	Agapito Pascual	Fabio el Buchu	9/6/2023	PA0002432682
Agapito Pascual	Agapito Pascual	Me Esta Engañando	11/14/2003	PA0001199897
Agapito Pascual	Agapito Pascual	Por Ser Egoísta	8/1/2003	PA0001199897
Agapito Pascual	Agapito Pascual	Que buena	9/6/2023	PA0002432682
Agapito Pascual	Agapito Pascual	Sobame	9/6/2023	PA0002432682
Agapito Pascual	Agapito Pascual	Tu Tienes Que Pagar	9/6/2023	PA0002432682
Aureliano Guzman	Chiqui Rodriguez	A Nadie Le Fío	9/12/2023	PA0002434536
Aureliano Guzman	Chiqui Rodriguez	Te Voy A Castigar	9/12/2023	PA0002434536
Carlos Torres	Chiqui Rodriguez	El Trafico	9/12/2023	PA0002433489
Daniel De Jesus Moncion Pichardo	Bachatas Clasicas	Que Vuelva	4/24/2006	PA0001323305
Felix Mirabal	Raulin Rodriguez	La Ultima Carta (En Vivo)	4/24/2006	PA0001323305
Francisco Arcangel Severino	Bachatas Dominicanas	Aguante (En Vivo)	9/18/2023	PA0002435514
Francisco Arcangel Severino	Chicho Severino	Cosa Grande	9/15/2023	PA0002434663
Francisco Arcangel Severino	Chicho Severino	El Guston	9/15/2023	PA0002434663
Francisco Arcangel Severino	Chicho Severino	El Jefe	9/15/2023	PA0002434663
Francisco Arcangel Severino	Chicho Severino	El Mambo Millonario	9/18/2023	PA0002435396
Francisco Arcangel Severino	Chicho Severino	El Que Se Va No Hace Falta	9/15/2023	PA0002435351
Francisco Arcangel Severino	Chicho Severino	Goza Tu Vida	9/18/2023	PA0002435514
Francisco Arcangel Severino	Chicho Severino	La Guayaba	9/15/2023	PA0002435351
Francisco Arcangel Severino	Chicho Severino	La Pagara	9/18/2023	PA0002435514
Francisco Arcangel Severino	Chicho Severino	Me Enlie de Nuevo	9/15/2023	PA0002434663
Francisco Arcangel Severino	Chicho Severino	Millonario y Que	9/18/2023	PA0002435396
Francisco Arcangel Severino	Chicho Severino	Nunca Te Olvidare	9/28/2023	PA0002435514
Francisco Arcangel Severino	Chicho Severino	Por El Tronco	9/15/2023	PA0002435351
Francisco Arcangel Severino	Chicho Severino	Si No Me Quiere, Voy Ganando	9/18/2023	PA0002435396
Francisco Arcangel Severino	Chicho Severino	Un Chin Chin	9/18/2023	PA0002435396
Francisco Arcangel Severino	Chicho Severino	Ya Pague	9/18/2023	PA0002435396
Francisco Arcangel Severino	Chicho Severino	Yo Solo Se	9/15/2023	PA0002434663

Fraulín Antonio Rodríguez	Raulín Rodríguez	Si Yo Pudiera (En Vivo)	5/15/2002	PAU002680611
Jaime Chanlatte	Tipicos Clasicos & Mas	Vamo Hablar Ingles (En vivo)	6/29/2006	PA0001310677
Jose Carrasco, Santiago Delgado Veloz, Crescencio Garcia Mata	Kerubanda	Baila Mujer	7/25/2002	PA0001194163
Juan Bautista	Bachatas Clasicas	Asesina Sin Matar (En Vivo)	10/3/1994	PA0000731257
Juan Melo Balbuena	Kerubanda	El Refran (Me quedo el refran)	10/31/1994	PA0000739884
Juan Obdulio De Los Santos Cuevas	Chiqui Rodriguez	La Morena Chula	9/1/2023	PA0002437020
Juanito Perez	Narciso Francisco	El Pájaro Pelú (En Vivo)	6/30/2005	PA0001310677
Julian Gilberto Sarante	Julian Oro Duro	Mambo Duro	6/5/2000	PAU002496436
Julian Gilberto Sarante	Julian Oro Duro	Paga, Paga	6/5/2000	PAU002496436
Julian Gilberto Sarante	Julian Oro Duro	Se Le Fue el Brillo	6/5/2000	PAU002496436
Julian Gilberto Sarante	Julian Oro Duro	Vaniadad	6/5/2000	PAU002496436
Julian Olea Guerrero	Aguakate	Inténtalo Tu	5/30/2003	PA0001193348
Luis Segura	Benny Sadel	Cariñito de Mi Vida	5/8/1998	PA0000896354
Miguel De La Cruz Ortiz	Merengues Clásicos	Pobre Diablo	1/5/2009	PA0001696307
Nelson Williams Mendoza Mordan	Agapito Pascual	La Gasolina (En Vivo)	9/29/2023	PA0002432848
Ranfis Torres	Kerubanda	Mas Maiz (Mama Ahi Mama)	2/23/2000	PA0000966156
Ranfis Torres	Rafelito Román	El Tiro de Balilo (En Vivo)	11/14/2002	PA0001108269
Tomas De La Rosa	King De La Rosa	La Rubia y Yo	11/14/2002	PA0001108269
Tomas Santana De La Cruz	El General Larguito	Navidad Sin Mi Madre	6/29/2006	PA0001310697
Wilfran Castillo Utria	Kerubanda	El Invierno Pasado	5/14/2004	PAU002874671
Yohanny Antonio Santos Marrero	Chiqui Rodriguez	Tengo Problema Con Mi Mujer	9/29/2023	PA0002432846
Yovanny Francisco Polanco De La Rosa	Yovanny Polanco	Dile Que Vuelva	9/12/2023	PA0002433596

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EXHIBIT “D”

MA IMBA MUSIC / MUSIC MUNDIAL MUSICAL COMPOSITIONS				
COMPOSER	ARTIST	SONG TITLE	Date of PA	PA No.
Francisco Arcangel Severino	Chicho Severino	A La Virgen De La Altagracia	8/16/2023	PA0002428270
Francisco Arcangel Severino	Bachatas Clasicas	Merengue el Gato (En Vivo)	8/11/2023	PA0002427821
Francisco Pache Torres	Ramon Torres	Contigo Hasta El Final	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Cuando Estoy Contigo	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Las Estrellas Brillaran	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Las tres Botellas	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Lo Que Sienta el Corazon	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Los Criticones	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Por Tu Amor Doy La Gloria	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Que Si O Que No	3/30/2023	PA0002407276
Francisco Pache Torres	Ramon Torres	Alza Tu Vuelo Paloma	3/22/2024	PA0002467805
Francisco Pache Torres	Ramon Torres	Amor A Tu Manera	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Amor Liberal	11/2/1995	PA0000768590
Francisco Pache Torres	Ramon Torres	Amor Millonario	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Amor Sincero	11/2/1995	PA0000768591
Francisco Pache Torres	Ramon Torres	Chica Salvaje	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	Corre Caminos	11/2/1995	PA0000768590
Francisco Pache Torres	Ramon Torres	Cuando La Vi frente A Mi	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	De Higuey A La Capital	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	De Ti No Puedo Dudar	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Debieramos Tu Y Yo	3/22/2024	PA0002467805
Francisco Pache Torres	Ramon Torres	El Borracho	3/22/2024	PA0002467805
Francisco Pache Torres	Ramon Torres	El Hombre Que Esta Soltero	3/22/2024	PA0002467754
Francisco Pache Torres	Ramon Torres	El Problema Del Dinero	3/22/2024	PA0002467805
Francisco Pache Torres	Ramon Torres	El Truquito	11/2/1995	PA0000768590
Francisco Pache Torres	Ramon Torres	El Vagabundo	3/22/2024	PA0002467754
Francisco Pache Torres	Ramon Torres	En Un Cuarto De Hotel	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	Esa Es Su Forma De Ser	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	La Segunda Carta	3/22/2024	PA0002467798

Francisco Pache Torres	Ramon Torres	Llego La Tormenta	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	Lo Que Paso Paso	11/2/1995	PA0000768593
Francisco Pache Torres	Ramon Torres	Los Papeles	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Maldito Orgullo	11/2/1995	PA0000768593
Francisco Pache Torres	Ramon Torres	Marilin	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Me Muero De Amor	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Me Siento Dichoso	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Me Tienes Amarrado	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Mi Gran Secreto	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	No La Dejo De Querer	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Para Limpiar La Conciencia	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Que Le Den	3/22/2024	PA0002467754
Francisco Pache Torres	Ramon Torres	Que Viva Nuestro Amor	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Quiero Saber Que Es El Amor	11/2/1995	PA0000768591
Francisco Pache Torres	Ramon Torres	Siempre Las Recuerdo A Todas	11/2/1995	PA0000768593
Francisco Pache Torres	Ramon Torres	Sigue Bacilando	3/22/2024	PA0002467798
Francisco Pache Torres	Ramon Torres	Sus Recuerdos van Conmigo	3/22/2024	PA0002467811
Francisco Pache Torres	Ramon Torres	Tiene Un No Se Que	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	Tus Cartas Llegan	11/2/1995	PA0000768591
Francisco Pache Torres	Ramon Torres	Un Amor Aqui Y Otro Alla	3/22/2024	PA0002468019
Francisco Pache Torres	Ramon Torres	Ya Volvio	3/22/2024	PA0002467809
Francisco Pache Torres	Ramon Torres	Yo La Hice Mujer	3/22/2024	PA0002468019
Francisco Pache Torres	Wilman Peña	Tus Cartas Llegan	11/2/1995	PA0000768591
Gerpis Correa, Aneudy Rosado	Aguakate	Caramelo	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	El Caramelo	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	El Divorcio	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	Novela Musical	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	Todo el Mundo Mea	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	(Navideño)	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	El Shino	Novela Musical	11/15/2006	PA0001370508

Gerpis Correa, Aneudy Rosado	Aguakate	La Batata Ta (Nueva)	9/24/2007	PA0001594739
Gerpis Correa, Aneudy Rosado	Aguakate	La Gallina	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	La Gallinita	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	Mueve Esa Vaina	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	Mueve Esa Vaina	11/15/2006	PA0001370508
Gerpis Correa, Aneudy Rosado	Aguakate	Por Un Maldito Enano	9/24/2007	PA0001594739
Gerpis Correa, Aneudy Rosado	Aguakate	Ta Jodio (En Vivo)	9/24/2007	PA0001594739
Gerpis Correa, Aneudy Rosado	Aguakate	Ta Jodio	9/24/2007	PA0001594739
Gerpis Correa, Aneudy Rosado	Aguakate	Te Gusta Eh	9/24/2007	PA0001594739
Juan Enrique Feliz	Bachatas Clasicas	Yo Mismo la Vi	8/15/2023	PA0002428111
Juan Ignacio Baez Polanco	Antony Santos	Mi Primera Vez (En Vivo)	8/17/2023	PA0002427516
Juan Ignacio Baez Polanco	Antony Santos	Olvidarme De Ti (En Vivo)	8/17/2023	PA0002427516
Juan Obdulio De Los Santos Cuevas & Alexis Antonio Rodriguez Duran	Anthony Santos	Una Vieja Que Te Para (feat Krisspy)	9/18/2023	PA0002431613
Linar De Jesus Espinal Nunez	Antony Santos	El Gobernao	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	Bachatas Clasicas	Amor De Tres	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	Bachatas Clasicas	Llevame Contigo	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	Bachatas Clasicas	Solo Sin Ella	6/26/2021	PA0002304544
Linar De Jesus Espinal Nunez	Bachatas Clasicas	Sufriendo Una Pena (Bonus Track)	4/26/2021	PA0002300773
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Amor Prohibido	6/26/2021	PA0002304564
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Amor, Amor	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Ay Morena	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Ay Que Sera	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Cuidando Mi Mujer	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Donde Estan Esos Amigos	9/9/2022	PA0002376444

Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Estoy Perdido	8/18/2023	PA0002429193
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Juego de Amor	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Linda Mujer	6/26/2001	PA0002304549
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Llévame Contigo	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Me Sacaste Del Llaverio	1/22/2021	PAU004068405
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Mucho a Mucho, Poco a Poco	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Muero de Amor	8/16/2023	PA0002428898
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	No Puedo Olvidarla	6/26/2021	PA0002304568
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Parece Mentira	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Pensando en Ti	6/26/2021	PA0002304541
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Por Que Te Fuiste	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Que Pena	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Sufriendo Por Ella	4/26/2021	PA0002297101
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Te Creiste una Reina	06/26/2021	PA0002304559
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Enamorado de Mi Mujer	8/16/2023	PA0002428898
Cesar David Castro	El Chaval De La Bachata	Te Puedes Quedar	1/22/2021	PAu004068428
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Te Voy a Olvidar	9/9/2022	PA0002375277

Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Volvere	8/11/2023	PA0002427175
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Vuelve (En Vivo)	6/26/2021	PA0002304543
Linar De Jesus Espinal Nunez, Wilson Espinal	El Chaval De La Bachata	Dile a El	5/16/2023	PA0002414462

EXHIBIT “E”



WARNER MUSIC
LATINA

555 Washington Avenue
Fourth Floor
Miami Beach, FL 33139
voice: (305) 702-2200
fax: (305) 702-2264

December 15, 2023

VIA FEDEX & EMAIL

rmaldonado@sgrlaw.com

Smith, Gambrell, Russell

Atn. Roger Juan Maldonado
1301 Avenue of the Americas
21st Floor
New York, New York 10019

Re: **J & N Records LLC, J & N Publishing LLC, Mayimba Music, Inc., 829Music Mundial LLC Claim**

Dear Mr. Maldonado:

Reference is made to your letter dated December 12, 2023 in which Smith, Gambrell, Russell on behalf of J & N Records LLC, J & N Publishing LLC, Mayimba Music, Inc., and 829Music Mundial LLC (individually and collectively "Claimant") allege that J & N holds the copyrights on the masters and musical compositions listed in Annex A, which is enclosed to the mentioned letter (referred to herein individually and collectively as the "Products"), and that they have not authorized "ADA" to exploit them.

Please note that rights to distribute the Products were granted to Warner Music Latina Inc. ("we" or "us") by means of a distribution agreement (referred to herein as the "Distribution Agreement") by and between us and Harley Boys Entertainment, LLC d/b/a Road Runner Entertainment Inc. ("Harley Boys") pursuant to which Harley Boys represented that the recordings, videos, name, service marks and/or trademarks, or other intellectual properties (including, without limitation, packaging and artwork materials) contained in or used in connection with the distribution, marketing, promotion, publicizing or other exploitation or the marketing or promotion of the Products any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person.

Pursuant to Harley Boys' obligation to indemnify us in the Distribution Agreement, this is essentially a dispute between Harley Boys' and the Claimant. Accordingly, we will concurrently request that Harley Boys to indemnify and hold us harmless in connection with this matter.

All of our rights and remedies in connection with this matter are hereby expressly reserved, and nothing contained in or omitted from this letter shall serve as a waiver of such rights or remedies. Please excuse the required formality of this letter.

Very truly yours,

Ximena Rojas
Director, Business & Legal Affairs

cc (via email) Juan Hidalgo
Vladimir Garcia
Martin Cuevas

EXHIBIT “F”



Harley Boys Entertainment Communication

To the attention of Roger Juan Maldonado from Smith Gambrell & Russell, and respective clients:

From Harley Boys Entertainment, we wish to address and efficiently clarify the current concerns related to the distribution rights and ownership of musical contents.

Recently, a dialogue has been initiated with our distributor, ADA Latin, regarding the content distribution for Harley Boys Entertainment. We affirm that ADA Latin only provides service to us and is not involved in our direct operations. They have been providing exceptional service, fulfilling their duties properly and professionally to date.

We want to make it clear that ADA Latin is not involved in the distribution or administration of publishing for Harley Boys Entertainment. Therefore, requesting information related to publishing from ADA Latin is inappropriate and not within their service scope. Any inquiries or additional information requests about publishing, masters, or other relevant matters should be directed straight to Harley Boys Entertainment.

In an effort to resolve any misunderstandings, we have conducted meetings with all the rights holders involved in this matter. The participants included José Luis Altagracia Santos, representing José Luis Records; Ernesto Núñez, on behalf of Nepo Núñez Records; Julio García Reynoso, representing the rights of Tatiko Henriquez; and Domingo Cabrera, on behalf of Fefita La Grande. These meetings have led to a clear and mutual understanding among all parties.

It is crucial to highlight that any queries or concerns related to the content distributed by Harley Boys Entertainment should be directed directly to the presidency of our company. ADA Latin, as our distributor, does not have the authority to provide documentation or make decisions on our behalf.

This communication also serves to request Roger Juan Maldonado and the interested parties to share any specific concerns or conflicts among the involved parties. Understanding the core of these issues is vital for seeking a satisfactory solution for everyone.

At Harley Boys Entertainment, we are committed to respecting property rights and clarity in all our operations. Any requests for information or documentation involving ADA Latin, Warner, or any other associated company should be considered unnecessary and not appropriate, as these entities are not authorized to provide such information without our explicit consent.

We hope this communication serves to clarify the situation and facilitate constructive dialogue. We remain available for future communications and appreciate your attention and understanding in this matter.

Sincerely,

Ismeldy Rodríguez
President, Harley Boys Entertainment



EXHIBIT “G”

1301 Avenue of the Americas
21st Floor
New York, New York 10019
Tel: 212-907-9700
www.sgrlaw.com



Roger Juan Maldonado
Direct Tel: 212-907-9741
Direct Fax: 212-907-9841
rmaldonado@sgrlaw.com

December 12, 2023

VIA EMAIL (DIEGO.ABAROA@ADA-MUSIC.COM)

Diego Abaroa
Vice President
ADA Latin
555 Washington Avenue
Miami, FL 33139

Re: Cease and Desist

Dear Mr. Abaroa:

My firm represents J & N Records LLC, J & N Publishing LLC, Mayimba Music, Inc. and 829Music Mundial LLC (our "Clients").

It has come to our Clients' attention that ADA Latin ("ADA") has entered into a distribution agreement with Harley Boys Entertainment ("Harley Boys") or a related entity for the exploitation of the masters and musical compositions (collectively, "the Works") set forth on **Annex "A"** to this letter.

Please be advised that said Works are owned and controlled by our Clients and have all been registered with the United States Copyright Office. None of our Clients has authorized ADA to exploit any of the Works.

Our Clients, therefore, demand that ADA immediately:

1. Cease and desist any further exploitation of the Works;
2. Provide my firm with a copy of the distribution agreement entered into between ADA and Harley Boys and/or any other entity regarding exploitation of the Works; and
3. Provide our Clients an accounting from inception of ADA's release of the Works to date for ADA's exploitation of the Works.

In the event ADA does not comply with the above demands by December 29, 2023, our Clients will commence an action in Federal Court seeking damages against ADA and others for willful infringement of our Clients' copyright interests in the Works.

Diego Abaroa
ADA Latin
December 12, 2023
Page 2

This letter is written without prejudice to the rights and remedies of our Clients,
all of which are expressly reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roger Juan Maldonado', with a large, stylized initial 'R'.

Roger Juan Maldonado

RJM/jpp
Encl.

cc: (via email)
Juan Hidalgo
Vladimir García
Marti Cuevas

ANNEX “A”

<u>J&N RECORDS</u>	<u>PRODUCT DISPLAY TITLE</u>	<u>SR</u>
	Ese Color Mio	SR0000303897
	Ese Color Mio	SR0000968913
	Ese Color Mio	SR0000344898
	Ese Color Mio	SR0000303897
	Se Acabo El Amor	SR0000303897
	Se Acabo El Amor	SR0000303897
	Ese Color Mio	SR0000968913
	Ese Color Mio	SR0000968913
	Se Acabo El Amor	SR0000303897
	Ese Color Mio	SR0000344898
	Ese Color Mio	SR0000344898
	Ese Color Mio	SR0000303897
	Ese Color Mio	SR0000968913
	Ese Color Mio	SR0000303897
	Se Acabo El Amor	SR0000303897
	Esto Es Merengue Tipico	SR0000181141
	Típicos Cibaefios	SR0000181141
	Esto Es Merengue Tipico	SR0000969200
	Cantando He de Morir (En Vivo)	SR0000969200
	Cantando He de Morir (En Vivo)	SR0000969200
	Soy la Original	SR0000969200
	Los Llevo Presente	SR0000897971
	Fefita La Grande Tipico Caliente	SR0000897971
	Soy la Original	SR0000897971
	Que Vuelva (En Vivo)	SR0000392140
	Esto Es Merengue Tipico	SR0000340871
	Esto Es Merengue Tipico	SR0000348005

<u>829MUSIC</u>	<u>PRODUCT DISPLAY TITLE</u>	<u>SR</u>
	Legend	SR0000892092
	Legend (Edition Limited)	SR0000892092
	Legend	SR0000892092
	Legend (Edition Limited)	SR0000892092
	Legend	SR0000892092
	Legend (Edition Limited)	SR0000892092

J&N PUBLISHING	SONG TITLE	PA NO.
	Amor Imposible	PA0002432682
	El Enganchao	PA0001199897
	Fabio el Buchu	PA0002432682
	Me Esta Engañando	PA0001199897
	Por Ser Egoísta	PA0001199897
	Que buena	PA0002432682
	Sobame	PA0002432682
	Tu Tienes Que Pagar	PA0002432682
	A Nadie Le Fío	PA0002434536
	Te Voy A Castigar	PA0002434536
	El Trafico	PA0002433489
	Que Vuelva	PA0001323305
	Que Vuelva (En Vivo)	PA0001323305
	Que Vuelva	PA0001323305
	Que Vuelva	PA0001323305
	Que Vuelva	PA0001323305
	Que Vuelva (feat. Casilda Rodriguez) [En Vivo]	PA0001323305
	Que Vuelva (feat. Casilda Rodriguez) [En Vivo]	PA0001323305
	La Ultima Carta (En vivo)	PA0001323305
	La Ultima Carta (En Vivo)	PA0001323305
	Al Que Le Debo Que Se Aguante	PA0002435514
	Cosa Grande	PA0002434663
	El Guston	PA0002434663
	El Jefe	PA0002434663
	El Mambo Millonario	PA0002435396
	El Que Se Va No Hace Falta	PA0002435351
	Goza Tu Vida	PA0002435514
	La Guayaba	PA0002435351
	La Pagara	PA0002435514
	Me Enlie de Nuevo	PA0002434663
	Millonario y Que	PA0002435396
	Nunca Te Olvidare	PA0002435514
	Por El Tronco	PA0002435351
	Si No Me Quiere, Voy Ganando	PA0002435396
	Un Chin Chin	PA0002435396
	Ya Pague	PA0002435396
	Yo Solo Se	PA0002434663
	Si Yo Pudiera (En Vivo)	PAU002680611
	Si Yo Pudiera (En Vivo)	PAU002680611

	Vamos Hablar Ingles (feat. Fefita La Grande)	PA0001310677
	Vamos Hablar Ingles (feat. Fefita La Grande)	PA0001310677
	Hablar Inglés (En Vivo)	PA0001310677
	Vamo Hablar Ingle (En Vivo)	PA0001310677
	Vamo Hablar Ingle (En Vivo)	PA0001310677
	Vamo Hablar Ingles (En Vivo)	PA0001310677
	Vamo Hablar Ingles (En vivo)	PA0001310677
	Vamos a Hablar Ingles	PA0001310677
	Vamos Hablar Ingles	PA0001310677
	Vamos Hablar Ingles (En Vivo)	PA0001310677
	Vamos Hablar Ingles (En Vivo)	PA0001310677
	Vamos A Hablar Inglés	PA0001310677
	Vamos Hablar Ingles	PA0001310677
	Vamo Hablar Ingles (En vivo)	PA0001310677
	Vamo Hablar Ingles (En Vivo)	PA0001310677
	Baila Mujer	PA 1-194-163
	El Refrán (En Vivo)	PA0000739884
	El Refrán	PA0000739884
	El Refran (feat. El Prodigio)	PA0000739884
	El Refran (feat. El Prodigio)	PA0000739884
	El Refran (feat. Kerubanda)	PA0000739884
	Me Quedo el Refrán (En Vivo)	PA0000739884
	Me Quedo el Refrán (En Vivo)	PA0000739884
	Me Quedo el Refrán (En Vivo)	PA0000739884
	Me Quedo el Refrán	PA0000739884
	El Refrán (En Vivo)	PA0000739884
	El Refrán (En Vivo)	PA0000739884
	El Refran	PA0000739884
	El Refran (En Vivo)	PA0000739884

	Me Quedo el Refran (En Vivo)	PA0000739884
	El Refran	PA0000739884
	El Refren (En Vivo)	PA0000739884
	La Morena Chula	PA0002437020
	El Pájaro Pelú (En Vivo)	PA0001310677
	El Pajaro Pelu (En vivo)	PA0001310677
	El Pajaro Pelu (En Vivo)	PA0001310677
	El Pajaro Pelu (En Vivo)	PA0001310677
	Mambo Duro	PAU002496436
	Paga, Paga	PAU002496436
	Se Le Fue el Brillo	PAU002496436
	Vaniadad	PAU002496436
	Inténtalo Tu	PA0001193348
	Inténtalo Tú	PA0001193348
	Cariñito de Mi Vida	PA0000896354
	Pobre Diablo (En Vivo)	PA0001696307
	Pobre Diablo	PA0001696307
	Pobre Diablo (En Vivo)	PA0001696307
	Pobre Diablo (En Vivo)	PA0001696307
	La Gasolina (En Vivo)	PA0002432848
	El Tiro de Babilo	PA0001108269
	El Tiro de Babilo (Remix)	PA0001108269
	El Tiro del Babilo	PA0001108269
	Mas Maiz (En Vivo)	PA0000966156
	El Tiro de Balilo (En Vivo)	PA0001108269
	El Tiro de Balilo (En Vivo)	PA0001108269
	El Tiro de Balilo (En Vivo)	PA0001108269
	Mas Maiz (En Vivo)	PA0000966156
	Mas Maíz (En Vivo)	PA0000966156
	El Tiro de Balilo (En Vivo)	PA0001108269
	El Tiro de Balilo (En vivo)	PA0001108269
	El Tiro de Balilo	PA0001108269
	Mama Ahí Mama	PA0000966156
	El Tiro de Balilo	PA0001108269
	El Tiro De Balilo	PA0001108269
	El Tiro De Balilo	PA0001108269
	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia y Yo (En Vivo)	PA0001108269
	La Rubia & Yo	PA0001108269
	La Rubia & Yo	PA0001108269
	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia y Yo	PA0001108269

	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia Y Yo	PA0001108269
	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia & Yo (En Vivo)	PA0001108269
	La Rubia & Yo	PA0001108269
	La Rubia & Yo	PA0001108269
	La Rubia & Yo	PA0001108269
	La Rubia Y Yo	PA0001108269
	La Rubia y Yo (En Vivo)	PA0001108269
	Navidad Sin Mi Madre	PA0001310697
	Navidad Sin Mi Madre	PA0001310697
	Navidad Sin Mi Madre (En Vivo)	PA0001310697
	El Invierno Pasado	PAu2-874-671
	Tengo Problema Con Mi Mujer	PA0002432846
	Dile Que Vuelva	PA0002433596

MAYIMBA	SONG TITLE	PA NO.
	A La Virgen De La Altagracia	PA0002428270
	Merengue el Gato (En Vivo)	PA0002427821
	Merengue el Gato (En vivo)	PA0002427821
	Contigo Hasta El Final	PA2-407-276
	Cuando Estoy Contigo	PA2-407-276
	Las Estrellas Brillaran	PA2-407-276
	Las tres Botellas	PA2-407-276
	Lo Que Paso Paso	
	Lo Que Sienta el Corazon	PA2-407-276
	Los Criticones	PA2-407-276
	Los Criticones	PA2-407-276
	Por Tu Amor Doy La Gloria	PA2-407-276
	Por Tu Amor Doy La Gloria	PA2-407-276
	Por Tu Amor Yo Doy La Gloria	PA2-407-276
	Por Tu Amor Yo Doy La Gloria	PA2-407-276
	Que Si O Que No	PA2-407-276
	Que Si O Que No	PA2-407-276
	Sigues Enamorada	PA0002304544
	Caramelo	PA0001370508
	El Caramelo	PA0001370508
	El Divorcio	PA0001370508
	La Batata Ta (Nueva)	PA0001594739
	La Gallina	PA0001370508
	La Gallinita	PA0001370508
	Mueve Esa Vaina	PA0001370508
	Mueve Esa Vaina (En Vivo)	PA0001370508
	Novela Musical	PA0001370508
	Novela Musical	PA0001370508
	Por Un Maldito Enano	PA0001594739
	Ta Jodio (En Vivo)	PA0001594739
	Ta Jodio'	PA0001594739
	Te Gusta Eh	PA0001594739
	Todo el Mundo Mea	PA0001370508
	Todo el Mundo Mea	PA0001370508
	Todo el Mundo Mea	PA0001370508
	Desahogo	PA0001594739
	Novela Musical	PA0001370508

	Te Gusta He	PA0001594739
	Yo Mismo la Vi	PA0002428111
	Yo Mismo la Vi	PA0002428111
	Mi Primera Vez (En Vivo)	PA0002427516
	Olvidarme De Ti (En Vivo)	PA0002427516
	Una Vieja Que Te Para (feat. Krisspy)	PA0002431613
	Una Vieja Que Te Para (feat. Krisspy)	PA0002431613
	Amor de Tres	PA 2-428-898
	Amor De Tres	PA 2-428-898
	Llevame Contigo	PA 2-428-898
	Solo Sin Ella	PA0002304544
	Sufriendo Una Pena (Bonus Track)	PA0002300773
	Amor De Tres	PA 2-428-898
	Amor De Tres	PA 2-428-898
	Amor de Tres	PA 2-428-898
	Amor Prohibido	PA 2-304-564
	Amor Prohibido	PA 2-304-564
	Amor Prohibido	PA 2-304-564
	Amor Prohibido	PA 2-304-564
	Amor, Amor	PA 2-427-175
	Amor, Amor	PA 2-427-175
	Amor, Amor	PA 2-427-175
	Ay Morena	PA 2-427-175
	Ay Morena	PA 2-427-175
	Ay Morena	PA 2-427-175
	Ay Que Sera	PA 2-428-898
	Ay Que Sera	PA 2-428-898
	Ay Que Será	PA 2-428-898
	Cuidando Mi Mujer	PA 2-427-175
	Cuidando Mi Mujer	PA 2-427-175
	Cuidando Mi Mujer	PA 2-427-175
	Cuidando Mi Mujer	PA 2-427-175
	Cuidando Mi Mujer	PA 2-427-175
	Donde Estan Esos Amigos	PA2-376-444
	Donde Estan Esos Amigos	PA2-376-444
	El Gobernao	PA 2-428-898
	El Gobernao	PA 2-428-898
	El Gobernao	PA 2-428-898
	Enamorado de Mi Mujer	PA 2-428-898
	Estoy Perdido	PA 2-429-193

	Estoy Perdido	PA 2-429-193
	Juego De Amor	PA 2-428-898
	Juego De Amor	PA 2-428-898
	Juego de Amor	PA 2-428-898
	Linda Mujer	PA 2-304-549
	Linda Mujer	PA 2-304-549
	Llévame Contigo	PA 2-428-898
	Me Sacaste Del Llaverio	PAU004068405
	Me Sacaste Del Llaverio	PAU004068405
	Mucho a Mucho, Poco a Poco	PA 2-428-898
	Muero de Amor	PA 2-428-898
	No Puedo Olvidarla	PA 2-304-568
	No Puedo Olvidarla	PA 2-304-568
	Parece Mentira	PA 2-427-175
	Pensando en Ti	PA2304541
	Pensando en Ti	PA2304541
	Por Que Te Fuiste	PA 2-427-175
	Por Que Te Fuiste	PA 2-427-175
	Por Que te Fuiste?	PA 2-427-175
	Porque Te Fuiste	PA 2-427-175
	Que Pena	PA 2-427-175
	Solo Sin Ella	PA0002304544
	Solo Sin Ella	PA0002304544
	Sólo Sin Ella (En Vivo)	PA0002304544
	Sufriendo Por Ella	PA0002297101
	Sufriendo Por Ella	PA0002297101
	Sufriendo una Pena	PA0002300773
	Sufriendo Una Pena	PA0002300773
	Sufriendo Una Pena	PA0002300773
	Sufriendo una Pena	PA0002300773
	Sufriendo Una Pena (En Vivo)	PA0002300773
	Sufriendo Una Pena (En Vivo)	PA0002300773
	Te Creiste una Reina	PA2-304-559
	Te Creiste Una Reina	PA2-304-559
	Te Creiste Una Reina	PA2-304-559
	Te Creiste una Reina	PA2-304-559
	Te Voy a Olvidar	PA0002375277
	Te Voy a Olvidar	PA0002375277
	Volvere	PA 2-427-175
	Volvere	PA 2-427-175

	Volvere	PA 2-427-175
	Volveré	PA 2-427-175
	Vuelve	PA0002304543
	Vuelve	PA0002304543
	Vuelve (En Vivo)	PA0002304543
	Vuelve (En Vivo)	PA0002304543
	Dile a El	PA0002414462
	Dile a El	PA0002414462

EXHIBIT “H”



CERTIFICATE OF ACCURACY

IT IS HEREBY CERTIFIED, that Translingua Associates Inc, a corporation organized and existing under the laws of the State of New York, is professionally engaged in providing foreign language translation and cultural consulting services; that it has translated the following document:

Declaration of Jose Altagracia Santos, in the case of J&N Records LLC, J&N Publishing LLC, 829Music Mundial LLC, and Mayimba Music, Inc., Plaintiffs, against Warner Music Latina Inc., Warner Music Group Corp. d/b/a ADA Latin, Harley Boys Entertainment, LLC d/b/a Road Runner Entertainment Inc, and Luis Alfredo Silvero a/k/a Luigui Bleand, Defendants., Index no. _____/2024, before the United States District Court of the Southern District of Florida, signed on January 4, 2024

from the Spanish language into the English language, and that said translation is correct and accurate to the best of our knowledge and belief.

Signed by: Emma Fields, Project Manager
For **TRANSLINGUA ASSOCIATES INC.**
Date: January 4th, 2024

Sworn to and subscribed before me
This 4th day of January, 2024

NOTARY

New York
630 Ninth Avenue
Suite 708
New York, NY 10036
T 212.697.2020
F 212.697.2891
E nyc@translingua.com

Boulder
1445 Pearl Street
Suite 215
Boulder, CO 80302
T 303.442.3471
F 303.442.5805
E boulder@translingua.com

www.translingua.com



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

----- X
J&N RECORDS LLC, J&N PUBLISHING
LLC, 829MUSIC MUNDIAL LLC, and
MAYIMBA MUSIC, INC.,

Plaintiffs,

- against -

WARNER MUSIC LATINA INC., WARNER
MUSIC GROUP CORP. d/b/a ADA LATIN,
HARLEY BOYS ENTERTAINMENT, LLC
d/b/a ROAD RUNNER ENTERTAINMENT
INC, and LUIS ALFREDO SILVERIO a/k/a
LUIGUI BLEAND,

Defendants.
----- X

Index No.: _____/2024

**DECLARATION OF
JOSE ALTAGRACIA SANTOS**

1. Mi nombre es José Altagracia Santos, dueño del sello discográfico José Luis Records, y las editoras de música, José Luis Publishing, Jar Dominicana Publishing y Editora Robert. Todas mis empresas están ubicadas en la Republica Dominicana .
2. Hace más de una década, firmé un acuerdo exclusivo de distribución de discos con J & N Records LLC. Al mismo tiempo, firmé un contrato de coedición exclusivo para las composiciones musicales controladas por mis editoras, con J & N Publishing LLC, donde J & N Publishing es la editora administrativa.
3. Desde que firmé con J & N, no he licenciado derecho a ninguna otra compañía.

JAS

4. Unos días previo al 18 de diciembre de 2023, yo llamé al Sr. Nepo Nuñez, un amigo desde hace muchos años, y colega en la industria de la música. El propósito de la llamada fue de preguntarle sobre los pagos de regalías fonomecánicas procedentes de las composiciones de Chicho Severino. Estas obras pertenecen a mi editora José Luis Publishing y las maneja mi co-editora administrativa, J & N Publishing.
5. El lunes, el 18 de diciembre, llamé a Nepo Nuñez y me indicó que estaba en Santiago de los Caballeros, Republica Dominicana, en Hotel Hodelpa, ubicado en Calle del Sol, Esquina Mella. Me dijo que si yo venía al hotel podíamos hablar de los pagos fonomecánicos.
6. Estuve de acuerdo y fui al hotel.
7. Cuando llegué al hotel noté que había alrededor de 10 personas presentes, aparte del Sr. Nepo Nuñez. Porque esperaba una sola persona, me sentí intimidado por el número de personas; me sentí amenazado como si fuera una emboscada. Cuando vi que había mujeres en el grupo, me calmé un poco.
8. Una de las personas del grupo de gente se llama Luigui Bleand, un señor que había conocido hace unos 5 o 6 años atrás, pero con quien nunca había hecho ninguna clase de negocios.


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A
D

9. El Señor Bleand me dijo que quería que yo firmara un documento, pero no describió su contenido. Le dije que no podía firmar ningún papel porque mis empresas han celebrado acuerdos exclusivos con Juan & Nelson (J & N Records/J & N Publishing)
10. El Señor Bleand luego comenzó a tomar fotos de mi persona. Le dije que no lo hiciera. Pero procedió a tomar las fotos, diciéndome que eran simplemente "recuerdos."
11. Me quedé un rato en el hotel hablando, y luego me fui.

Declaración Jurada Según 28 U.S.C. 1746(i)

Yo, José Altagracia Santos declaro bajo pena de perjurio según las leyes de los Estados Unidos de América que lo antedicho es verídico y correcto.

Firmado el 4 de enero de 2024



Jose Altagracia Santos

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

-----X
J&N RECORDS LLC, J&N PUBLISHING LLC, 829MUSIC :
MUNDIAL LLC, and MAYIMBA MUSIC, INC., :

Index No.: _____/2024

Plaintiffs,

- against -

: **DECLARATION OF JOSE**
: **ALTAGRACIA SANTOS**

:
WARNER MUSIC LATINA INC., WARNER :
MUSIC GROUP CORP. d/b/a ADA LATIN, HARLEY :
BOYS ENTERTAINMENT, LLC d/b/a ROAD RUNNER :
ENTERTAINMENT INC, and LUIS ALFREDO SILVERIO :
a/k/a LUIGUI BLEAND, :

Defendants.
:-----X

- 5
4
1
1. My name is José Altagracia Santos, owner of the record label José Luís Records, and the music publishers, José Luís Publishing, Jar Dominicana Publishing and Editora Robert. All of my companies are located in the Dominican Republic.
 2. More than a decade ago, I signed an exclusive record distribution agreement with J & N Records LLC. At the same time, I signed an exclusive co-publishing agreement for the musical compositions controlled by my publishing companies, with J & N Publishing LLC., where J & N Publishing is the administrative publisher.
 3. Since I signed with J & N, I have not licensed rights to any company.

4. A few days before December 18, 2023, I called Mr. Nepo Nuñez, a long-time friend and colleague in the music industry. The purpose of the call was to ask him about the payments of phono-mechanical royalties from the compositions by Chicho Severino. Those works belong to my publisher José Luís Publishing, and my administrative co-publisher, J & N Publishing, manages them.
5. On Monday, December 18, I called Nepo Nuñez and he told me that he was in Santiago de los Caballeros, Dominican Republic, at the Hodelpa Hotel, located on Calle del Sol, at the corner of Mella. He told me that if I came over to the hotel we could talk about the phono-mechanical payments.
6. I agreed and went to the hotel.
7. When I arrived at the hotel, I noted there were about 10 people present, apart from Mr. Nepo Nuñez. Because I was expecting just one person, I felt intimidated by the number of persons; I felt threatened as if it were an ambush. When I saw that there were women in the group, I calmed down a little.
8. One of persons in the group of people is named Luigui Bleand, a gentleman I had met about 5 or 6 years before, but with whom I had never done any sort of business.
9. Mr. Bleand told me that he wanted me to sign a document, but he did not describe its contents. I told him that I could not sign any paper because my companies have signed exclusive agreements with Juan & Nelson (J & N Records/J & N Publishing).

5/1/24

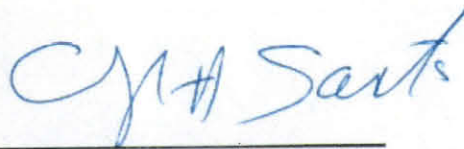
10. Mr. Bleand then started to take photos of me. I told him not to do that. But he proceeded to take the photos, telling me that they were just "souvenirs."

11. I stayed a while at the hotel talking, and then I left.

Sworn Declaration Pursuant to 28 U.S.C. 1746(i)

I, José Altagracia Santos, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 4, 2024



Jose Altagracia Santos

EXHIBIT “I”

1301 Avenue of the Americas
21st Floor
New York, New York 10019
Tel: 212-907-9700
www.sgrlaw.com



Roger Juan Maldonado
Direct Tel: (212) 907-9741
Email: rmaldonado@sgrlaw.com

June 24, 2024

Via Email: (william@dittomusic.com)

William Patiño
Ditto Music Ltd.

Re: Cease and Desist

Dear Mr. Patiño:

This firm represents the Plaintiffs in the annexed Complaint. As of May 16, 2024, Ditto Music Ltd. ("Ditto") has been distributing works controlled by the Plaintiffs which Plaintiffs have reason to believe were provided to Ditto by Luis A. Silverio a/k/a Luigui Bland or one of his multiple companies (individually and collectively, "Bland"). Recently, Ditto began to distribute virtually all of the Copyrighted Works set forth in Exhibit A-D of the Complaint, together with certain live recordings of performances by Chicho Severino, annexed to this letter as Annex A (the "Severino Works").

Neither Ditto nor Bland has sought or obtained licenses from the respective Plaintiffs to distribute the Copyrighted Works or the Severino Works.

The Plaintiffs, therefore, demand that Ditto immediately:

1. Cease and desist any further exploitation of the Copyrighted Works and the Severino Works;
2. Provide the Plaintiffs an accounting from inception to date for Ditto's exploitation of the Copyrighted Works and the Severino Works;
3. Confirm in writing to me by June 28, 2024 that Ditto (a) has caused the Copyrighted Works and the Severino Works to be removed from all digital platforms to which Ditto distributed said Works; and (b) will not distribute any further works provided by Bland to Ditto without first confirming with me that Plaintiffs do not control any of said works; and
4. Provide a catalog listing of all content currently distributed by Ditto for Bland so that Plaintiffs can review the list and indicate works owned

Valeria Rodriguez
June 24, 2024
Page 2

and/or controlled by Plaintiffs. After such review and letter of advice, Ditto must issue immediate Takedown notices to all platforms and account and pay 100% of all receipts on said content to Plaintiffs.

In the event that Ditto does not comply with the above demands by June 28, 2024, the Plaintiffs will file an Amended Complaint in the action pending in federal court, which will include Ditto as a defendant and in which Plaintiffs will seek statutory damages against Ditto of between \$30,000 to \$150,000 per Copyrighted Work for Ditto's willful infringement of the Plaintiffs' copyright interests in the Copyrighted Works.

This letter is written without prejudice to the Plaintiffs' rights and remedies, all of which are expressly reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roger Juan Maldonado', with a long horizontal line extending to the right.

Roger Juan Maldonado

cc: (via email)
Cecilia at Ditto Music
Josie at Ditto Music
Evelyn Suero, Esq.
Marti Cuevas
Juan Hidalgo
Vladimir García
Sarah Gottlieb, Esq.

Annex A
Unauthorized Live Recordings by Chicho Severino

1. Album Title: Presentación en Lawrence Massachusetts - En Vivo
 - Al Que Le Debo Que Se Aguante. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
 - Hablame
 - Pecadora (Pastor Lopez Cover)
2. Album Title: Concierto Florida - En Vivo
 - Si No Me Quieres, Yo Voy Ganando. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - No Me Quiero Ir de Nueva York.
 - La Guayaba. PA0002435351 - J & N Publishing OBO Jose Luis Publishing
 - Millonario y Que. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
3. Album Title: Si No Me Quieres Voy Ganando (En Vivo)
 - Al Que Le Debo Que Se Aguante - En Vivo. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
 - Millonario y Que - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - Si No Me Quieres Voy Ganando - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - Ya Te Olvide - En Vivo
 - Lo Que Quedo De Chicho - En Vivo
 - Ya Yo Pague - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - Anthony Santos y chicho en Filadelfia - En Vivo
 - Millonario y Que. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - Merengue El Gato. PA0002427821 - Mayimba Music.
 - Presentación Chicho Severino
 - Unidentified Instrumental
 - Chicho Severino Fiestas Patronales Tenares - En Vivo
 - Si No Me Quieres Voy Ganando. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
 - No Me Quiero Ir de Nueva York
 - La Guayaba. PA0002435351 - J & N Publishing OBO Jose Luis Publishing
 - Millonario y Que. PA0002435396 - J & N Publishing OBO Jose Luis Publishing

4. Album Title: Al Que Le Debo Que Se Aguante (En Vivo)

- Terraza Philadelphia Makumba - En Vivo
 - Goza Tu Vida. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Terraza Makumba
 - Goza Tu Vida. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Millonario y Que - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
- Un Chin Chin - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
- Desde su Llegada a Nueva York - En Vivo
 - Se Murio Chicho
- Al Que Le Debo Que Se Aguante. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Si No Me Quieres Voy Ganando. PA0002435396 - J & N Publishing OBO Jose Luis
- Al Que Le Debo Que Se Aguante II - En Vivo. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
Presentación Especial
 - Unidentified
- Primera Vez En Montreal Canada
 - Unidentified
- En La Tambora Philadelphia - En Vivo
 - Se Murio Chicho
- Al Que Le Debo Que Se Aguante. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
Presentación Con Jose Severino
 - Unidentified
- Al Que Le Debo Que Se Aguante - En Vivo. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
Desde Expo Feria Mayorista
- Al Que Le Debo Que Se Aguante. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Si No Me Quieres Voy Ganando. PA0002435396 - J & N Publishing OBO Jose Luis
- Pecadora (Pastor Lopez Cover)

5. Album Title: Millonario...Y Que? (En Vivo)

- Millonario Y Que - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
- Millonario Y Que II - En Vivo. PA0002435396 - J & N Publishing OBO Jose Luis Publishing

6. Album Title: Exitos Chicho Severino

- Ya Pagué. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
- Al Que Le Debo Que Se Aguante. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Enfermo del Bolsillo
- Me Enlé De Nuevo. PA0002434663 - J & N Publishing OBO Jose Luis Publishing
- Nunca Te Olvidaré. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- El Cementerio
- El Feo, el Bonito
- Olvidame Que Te Olvidé
- La Pagara. PA0002435514 - J & N Publishing OBO Jose Luis Publishing
- Mal Agradecida
- La Guayaba. PA0002435351 - J & N Publishing OBO Jose Luis Publishing
- El Mensaje
- Millonario Y Que. PA0002435396 - J & N Publishing OBO Jose Luis Publishing
- No Me Quiero Ir
- Para Mi Todo Acabó
- Se Murió Chicho

EXHIBIT “J”

DITTO WORKS					
COMPOSER	ARTIST	SONG TITLE	Date of PA	PA No.	Publisher
Francisco Arcangel Severino	Chicho Severino	Presentacion en Lawrence Massachusetts - En Vivo (contains Al Que Le Debo Que Se Aguante)	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Presentacion en Lawrence Massachusetts - En Vivo (contains Si No Me Quieres Voy Ganando)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Concierto Florida - En Vivo (contains Si No Me Quieres, Voy Ganando)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Concierto Florida - En Vivo (contains La Guayaba)	9/15/2023	PA0002435351	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Concierto Florida - En Vivo (contains Millonario y Que)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Al Que Le Debo Que Se Aguante - En Vivo	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Millonario Y Que - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Si No Me Quieres, Voy Ganando - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Ya Yo Pague - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Anthony Santos y chicho en Filadelfia - En Vivo (contains Millonario y Que)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Merengue El Gato	8/11/2023	PA0002427821	Mayimba Music
Francisco Arcangel Severino	Chicho Severino	Chicho Severino Fiestas Patronales Tenares (contains Si No Me Quieres Voy Ganando)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Chicho Severino Fiestas Patronales Tenares (contains La Guayaba)	9/15/2023	PA0002435351	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Chicho Severino Fiestas Patronales Tenares (contains Millonario y Que)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Terraza Philadelphia Makumba - En Vivo (contains Millonario y Que)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Terraza Makumba - En Vivo (contains Millonario y Que)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Millonario Y Que - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Un Chin Chin - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Desde Su Llegada a Nueva York (contains Al Que Le Debo Que Se Aguante)	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Desde Su Llegada a Nueva York (contains Si No Me Quieres Voy Ganando)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Al Que Le Debo Que Se Aguante II - En Vivo	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	En La Tambora Philadelphia (contains Se Murio Chicho AKA El Mambo Millonario)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	En La Tambora Philadelphia (contains Al Que Le Debo Que Se Aguante)	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Desde Expo Feria Mayorista (contains Al Que Le Debo Que Se Aguante)	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Desde Expo Feria Mayorista (contains Si No Me Quieres Voy Ganando)	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Millonario Y Que - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Millonario y Que II - En Vivo	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Ya Pague	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Al Que Le Debo Que Se Aguante [sic] (actually "Millonario y Que")	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Me Enlie De Nuevo	9/15/2023	PA0002434663	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Nunca Te Olvidare	9/28/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	La Pagara	9/18/2023	PA0002435514	J&N Publishing OBO Jose Luis Publishing

Francisco Arcangel Severino	Chicho Severino	La Guayaba	9/15/2023	PA0002435351	J&N Publishing OBO Jose Luis Publishing
Francisco Arcangel Severino	Chicho Severino	Millonario Y Que	9/18/2023	PA0002435396	J&N Publishing OBO Jose Luis Publishing
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Sufriendo Una Pena - En Vivo	4/26/2021	PA0002300773	Mayimba Music OBO Rincon Musical Publishing
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Cuando El Amor Se Va - En Vivo	4/26/2021	PA0002297101	Mayimba Music OBO Rincon Musical Publishing
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Carmencita - En Vivo AKA Solo Sin Ella	6/26/2021	PA0002304544	Mayimba Music OBO Rincon Musical Publishing
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Estoy Perdido - En Vivo	8/18/2023	PA0002429193	Mayimba Music/829Music Mundial
Linar De Jesus Espinal Nunez	El Chaval De La Bachata	Amor de Tres - En Vivo	8/16/2023	PA0002428898	Mayimba Music OBO Rincon Musical Publishing