

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

PLATANO RECORDS, LLC,
a Florida Limited Liability Company,

Plaintiff,

vs.

WQ PRODUCCIONES, LLC,srl/
WQ Produccioness, LLC
a Dominican Republic Company,

Defendant.

COMPLAINT

Plaintiff, PLATANO RECORDS, LLC (“Plaintiff” or “Platano”), hereby sues Defendant, WQ PRODUCCIONES, LLC (“Defendant” or “WQ”), for declaratory relief and tortious interference, and in support of alleges as follows:

OVERVIEW

1. This is a Complaint seeking declaratory relief that certain musical compositions first created by Luis Gonzaga Segura are now wholly owned by Plaintiff and that Defendant’s intentionally wrongful claims over such musical compositions have interfered with Plaintiff’s established business relationships with distributors.

THE PARTIES

2. Plaintiff, Platano, is a limited liability company that is based and conducts business in Miami-Dade County, Florida.

3. Defendant, WQ, upon information and belief is a Dominican Republic limited liability company that is subject to the jurisdiction of this Court by virtue of (i) operating, conducting, engaging in, or carrying on a business or business venture in Florida, (ii) committing a tortious act within Florida, (iii) committing a tortious act outside Florida which causes an injury in Florida, or (iv) engaging in substantial and not isolated activity within this state.

4. This is an action for damages greater than \$50,000 exclusive of interest, costs, and attorneys' fees.

GENERAL ALLEGATIONS

5. Platano is a South Florida-based record label that survives and prospers based on its acquisition of music catalogs of past and future music hits. Platano relies on being able to obtain and retain its diverse music catalogs and protect same from others who seek to exploit the music that it owns.

6. On or about December 28, 1993, Platano executed an initial Exclusive Artist Contract with Luis Gonzaga Segura ("Segura"), which gave Platano all rights for certain albums throughout the United States and Puerto Rico and a fifty-fifty revenue split internationally (excluding the Dominican Republic), in exchange for good valuable consideration, defined therein.

7. On or about October 1, 1997, Platano executed a second Exclusive Artist Contract with Segura, which gave Platano all rights for the albums: (1) "Como Yo", (2) "Cosas de La Vida", (3) "Todo Exitos Vol. 1" (4) "La Razón de Mi Vida", (5) "Hasta Cuando", (6) "El Papa De La Bachata", (7) "Todo... Sentimiento" (together with the albums licensed in the First Agreement referred to as the "Copyrights") in exchange for good valuable consideration, defined therein, which was a complete buyout and Platano would not owe any compensation to Segura thereafter.

8. After the Agreements were executed, Platano assigned certain distribution rights acquired in the Agreements to various licensees and its distributor, Virgin Music group, a division of Isolation Network d/b/a/Ingrooves Music Group (“Ingrooves”), pursuant to a written distribution agreement.

9. After entering into the Agreements, Platano undertook time and energy and spent money to re-master the Copyrights so it could commence exploitation and monetization of the rights granted to it pursuant to the terms of the Agreements.

10. Since 1997, Platano has openly exploited the Copyrights granted to it under the Agreements by selling, licensing, distributing, and advertising same through its various distributors, including Ingrooves.

11. From 1997 until the beginning of 2024 no one contested, objected, or challenged Platano’s rights in the Copyrights, until February 21, 2024, when Defendant sent a cease-and-desist letter to Ingrooves wrongfully claiming that Platano did not possess certain rights in the Copyrights and that Platano had no rights to distribute the Copyrights with the intention of interfering with Platano’s contractual agreement with Ingrooves.

12. On or about February 21, 2024, Platano was informed by Ingrooves that Defendants falsely indicated to Ingrooves that they owned the rights to the Copyrights and that Ingrooves would be forced to issue takedown notices to remove them from all digital platforms if the ownership conflict is not resolved.

13. Since then, Platano and its undersigned counsel have been in communication with Ingrooves and Defendants in an attempt to resolve the situation and preserve its contractual relationship with Ingrooves.

14. Platano continues to be damaged every day that Defendant continues to contest Platano's rights to distribute the Copyrights.

15. Platano has fulfilled all conditions precedent prior to filing this suit.

COUNT I – DECLARATORY JUDGMENT

Platano repeats and hereby reincorporates by reference into this count the allegations above in paragraphs 1-15 as if fully set forth herein, and further alleges:

16. This is a count for declaratory relief pursuant to Florida Statute Chapter 86 et seq.

17. Platano and Defendant have an actual present, adverse, and antagonistic interest in the subject matter of this action.

18. The antagonistic and adverse interests are all before the Court by proper process and the relief sought is not for legal advice by the Court, nor to answer questions propounded from curiosity.

19. Platano intends to remain a successful business within the music industry by exploiting the rights granted in the Agreements. Defendant has demonstrated an inability to respect Platano's legal ownership of its rights.

20. Platano is a proper licensee of rights to exploit the Copyrights and would like to continue to exploit same in order to remain a viable business in the music industry. However, Platano cannot do so because Defendant has interfered in Platano's lawful and proper exploitation of the Copyrights, by falsely communicating with Ingrooves that it owns the rights to the Copyrights and threatening to sue Ingrooves if it does not take down same.

21. Platano requests this Court to declare that it is the rightful licensor of certain rights in the Copyrights, that it had valid rights pursuant to the Agreements, and that Defendant shall no longer interfere with Platano's right to exploit the contents of same and its license to the Copyrights

in any way it chooses.

22. Platano requests a declaratory judgment that Platano is the proper licensor of the Copyrights will resolve the pending issue with Ingrooves concerning Defendant's demand for the removal of Platano's recordings from the distribution.

WHEREFORE, for the reasons set forth herein, Platano requests this Court to enter an Order that Defendant WQ Producciones LLC has no plausible claim to stop Platano's rightful distribution of the Copyrights and that Platano may continue to exploit the contents of same as it so chooses.

**COUNT II – TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS
CONTRACTUAL BUSINESS RELATIONSHIP**

Platano readopts and reincorporates by reference into this count the allegations above in paragraphs 1-15 as if fully set forth herein, and further alleges:

23. This is a count for tortious interference with an advantageous and contractual business relationship against Defendant.

24. Platano established an advantageous and contractual business relationship with licensees, such as Ingrooves, to license the Copyrights to consumers, from which Platano has and hopes to continue to earn profits.

25. Platano maintained advantageous business and contractual relationships with Ingrooves and others in order to exploit the Copyrights and to receive revenue from the license, and anticipates that same will continue but for Defendant's interference.

26. WQ had knowledge of the separate business relationships between Platano and Ingrooves but was not a party to the business arrangements and had no privilege to interfere with the said arrangements.

27. WQ tortiously and without justification interfered in the relationships between

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