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11 *Attorneys for Plaintiffs* Jenni Rivera Enterprises, LLC; and
12 The Estate Of Dolores J. Rivera

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 JENNI RIVERA ENTERPRISES, LLC,
a California limited liability company;
17 and JAQUELIN CAMPOS, an
individual, in her capacity as executrix
18 of the ESTATE OF DOLORES J.
RIVERA, the successor-in-interest to the
19 rights of Dolores J. Rivera,
20 professionally known as Jenni Rivera,

21 Plaintiffs,

22 v.

23 CINTAS ACUARIO, INC., a California
corporation; AYANA MUSICAL, INC.,
24 a California corporation; and DOES 1
through 10, inclusive,

25 Defendants.
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Case No.: 2:23-cv-07847

COMPLAINT FOR DAMAGES FOR

- COUNT 1:** Copyright Infringement
- COUNT 2:** Violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1114
- COUNT 3:** Breach of Contract
- COUNT 4:** Violation of California Business and Professions Code § 17200;
- COUNT 5:** Violation of Cal. Civ. Code § 3344.1
- COUNT 6:** Fraudulent Concealment
- COUNT 7:** Conversion
- COUNT 8:** Improper Recipient

JURY TRIAL DEMANDED

1 COMES NOW, Plaintiffs JENNI RIVERA ENTERPRISES, LLC (“JRE”)
2 and Jacquelin Campos, in her capacity as executrix of THE ESTATE OF DOLORES
3 J. RIVERA (the “ESTATE”)(collectively, the “PLAINTIFFS”), by and through
4 undersigned counsel, and hereby file this Complaint against Defendants CINTAS
5 ACUARIO, INC. (“CINTAS”); AYANA MUSICAL, INC. (“AYANA”); and
6 DOES 1 through 10, inclusive (the “DOES”)(collectively, the “DEFENDANTS”),
7 and allege as follows:

8 **INTRODUCTION**

9
10 1. This matter provides a perfect illustration of the significant and lasting
11 impact that money, power, and greed can have on a family.

12 2. Prior and subsequent to the untimely and tragic death of widely-
13 acclaimed recording artist, Dolores Janney Rivera Saavedra p/k/a Jenni Rivera
14 (“JENNI”) on December 9, 2012, her father, Pedro Rivera Sr. (“PEDRO”), through
15 CINTAS and AYANA, as well as those companies’ affiliates (collectively, the
16 “COMPANIES”)—companies owned and controlled by him—has exploited sound
17 recordings,¹ and musical compositions written, recorded, produced, and performed
18 by JENNI during her lifetime, and further, exploited JENNI’s name, image, and
19 likeness, to the tune of tens of millions of dollars.

20 3. Despite amassing a fortune because of JENNI’s popularity with fans
21 around the world, the COMPANIES have failed to account and pay royalties owed
22 to the PLAINTIFFS—entities now headed by JENNI’s daughter (and PEDRO’s
23 granddaughter) JACQUELIN CAMPOS (“CAMPOS”), while at the same time
24 unlawfully, and shamelessly, exploiting rights to JENNI’s sound recordings and
25 musical compositions, among other things, which rightfully belong to PLAINTIFFS
26 as JENNI’s successors.

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¹ The terms “sound recording,” “master,” and “master recordings” are used interchangeably herein.

1 breaches of contract. As such, this action arises under the federal laws of the United
2 States.

3 17. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338; 17
4 U.S.C. § 101 et seq. (the “Copyright Act”); and 15 U.S.C. § 1051 et seq. (the
5 “Lanham Act”). This Court also has jurisdiction over the supplemental state law
6 claims asserted herein under 28 U.S.C. § 1367, as all such state law claims constitute
7 the same case and controversy as, and arise under the same nucleus of facts from,
8 the federal law claims asserted herein, permitting this Court, as a matter of
9 convenience and fairness, to maintain supplemental jurisdiction over said claims.
10

11 18. This Court has personal jurisdiction over the DEFENDANTS, and
12 venue is proper in this judicial district under 1391(b)(1), because each of the
13 DEFENDANTS has its principal place of business and/or transacts substantial
14 business in the State of California and in this judicial district, and the harm suffered
15 by PLAINTIFFS, as alleged herein, occurred in the State of California and in this
16 judicial district.

17 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

18 **I. The Lifetime, Achievements, and Legacy of Jenni Rivera**

19 19. JENNI rose to superstardom in the 1990s and 2000s as an American
20 singer and songwriter of Regional Mexican and Latin Pop music, and broke
21 countless barriers by performing and innovating the historical genres of Banda,
22 Mariachi, and Norteño.

23 20. JENNI is widely regarded as one of the most influential Latin recording
24 artists of all time, and having sold over twenty million records worldwide, is the
25 highest-earning Banda singer of all time, earning her the nickname “La Diva de la
26 Banda.”

27 21. Despite her numerous accomplishments, JENNI’s life was not without
28 turmoil, and her popularity, as well as the love and admiration she continues to

1 garner from fans worldwide to this day, is due in large part to her unabashed
2 willingness to write, speak, and perform about the societal and relationship issues
3 plaguing individuals from all walks of life.

4 22. Among her many accolades, JENNI won two Oye! Awards, the
5 Mexican equivalent of a Grammy Award; received nine consecutive Premio Lo
6 Nuestro Awards, given to the Best Female Artist of Regional Mexican Music; and
7 collected two *Billboard* Music Awards, twenty-two *Billboard* Latin Music Awards,
8 and four (4) Latin Grammy nominations.

9 23. Her album *Jenni*, released in 2008, debuted at #1 on the *Billboard* Top
10 Latin Albums Chart, as did her album *La Misma Gran Señora*, which was released
11 shortly after her death in 2012 and resulted in JENNI being named the top and best-
12 selling Latin artist of 2013 by *Billboard* magazine.

13 24. In 2011, JENNI was awarded a Star on the Las Vegas Walk of Stars,
14 and in 2024 will receive a Star on the infamous Hollywood Walk of Fame.

15 25. JENNI's music has been used, reproduced, and performed millions
16 upon millions of times over the years, and has likewise been distributed in retail
17 stores, by digital download, and on the radio, television, and internet throughout the
18 world.

19 26. In addition to the everlasting influence of her music, JENNI's greatest
20 and most important impact came through her charitable work on behalf of the
21 vulnerable and less fortunate.

22 27. During her life, JENNI established The Jenni Rivera Love Foundation,
23 which is currently managed by the ESTATE and provides assistance for single
24 mothers and victims of domestic and sexual abuse.

25 28. JENNI was named spokeswoman for the National Coalition Against
26 Domestic Violence in 2010, and in honor of her devotion to charity and her
27 community, the Los Angeles City Council officially declared August 6th to be "Jenni
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1 Rivera Day,” and later opened the “Jenni Rivera Memorial Park” in her childhood
2 home of Long Beach, California.

3 29. In May of 2016, the Jenni Rivera Love Foundation partnered with New
4 Life Beginnings—a shelter for pregnant women and their children—to create
5 “Jenni’s Refuge,” a shelter in Long Beach for women and children suffering from
6 domestic violence, and physical, emotional, and sexual abuse.

7 30. The shelter was financed by the proceeds of “Jenni Vive 2015,” a
8 concert held in Long Beach on July 2, 2015, to commemorate JENNI’s life and
9 legacy.

10 31. Simply put, both JENNI and her music have withstood, and will
11 continue to withstand, the test of time.

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13 **II. Jenni Rivera Enters Into Her First Recording Agreement With Her**
14 **Father’s Record Company**

15 32. JENNI first began performing music sometime in 1992 and entered into
16 her first recording agreement with CINTAS on or about April 15, 1993 (the “1993
17 Recording Agreement”). *See* Exhibit A, 1993 Recording Agreement.

18 33. The 1993 Recording Agreement obligated JENNI to record exclusively
19 on behalf of CINTAS for a period of three years, and provided CINTAS with several
20 rights to the sound recordings and albums recorded, produced, and distributed under
21 the 1993 Recording Agreement, including the exclusive right to register copyrights
22 in such sound recordings and albums (and all renewals thereof), as well as the
23 exclusive rights under 17 U.S.C. §§ 106 and 114 to, among other things, reproduce,
24 prepare derivative works, and publicly perform the sound recordings and albums,
25 and permit third parties to exploit the rights belonging to CINTAS. *See Id.*

26 34. In addition to its rights to the sound recordings and albums, by way of
27 the 1993 Recording Agreement, CINTAS was also granted the right to exploit
28 JENNI’s name, image, and likeness (“NIL”), which included the right to

1 manufacture and distribute merchandise bearing JENNI's NIL, solely in connection
2 with the advertising, promotion, and sale of the sound recordings and albums
3 recorded, produced, and distributed during the term of the agreement. *See Id.*

4 35. In consideration for JENNI's granting of said rights, CINTAS was
5 obligated to provide JENNI with accounting statements, and make royalty payments
6 to her, in an agreed-upon amount, on a quarterly basis, with regard to the use and
7 exploitation of the sound recordings and albums, and separately, with regard to the
8 earnings realized from the use and exploitation of JENNI's NIL in connection with
9 the sale of merchandise and otherwise. *See Id.*

10 36. The obligation to account and pay royalties owed to JENNI in
11 connection with the sound recordings and albums recorded, produced, and
12 distributed under the 1993 Recording Agreement was never waived or otherwise
13 terminated, nor was the obligation to do so in connection with the merchandising
14 and other exploitations of JENNI's NIL.

15 37. Thus, the foregoing obligations subsisted in favor of PLAINTIFFS, as
16 JENNI's successors-in-interest, following her death in December of 2012.

17 38. Upon information and belief, under the 1993 Recording Agreement,
18 JENNI recorded and the COMPANIES and/or other third parties authorized by the
19 COMPANIES, including the DOES, distributed and earned revenue from the
20 following albums:
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- 22 (a) *La Maestra*, released in 1993, and containing the following sound
23 recordings: "Nu Vuelvo Ni De Chiste," "La Batalla," "Nada de
24 Ti," "Mil heridas," "Una Lagrima," "Sueño de Amor," "La
25 Maestra," "Como Niño Perdido," and "Pa Nada Me Sirves";
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1 (b) *Por Un Amor*, released in 1994, and containing the following
2 sound recordings: “Por Un Amor,” “Esperando Que Me Quieras,”
3 “Collar de Penas,” “Tengo Miedo,” “Soy Madre Soltera,” “Trono
4 Caido,” “Estados Que Quier,” “El Viejo y Yo,” “Una Estrella
5 Lejana,” “Marisela y Chalino,” “Viejo Vaquetón,” and “Así Soy
6 Yo”;

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8 (c) *Adiós a Selena*, released in 1995, and containing the following
9 sound recordings: “Recuerdos de Selena,” “El Columpio,” “La
10 Novia del Piebe,” “Para un Gran Señor,” “Los Ojales,” “Son
11 Habladas,” “Adiós a Selena,” “Ni Cura Ni Juez,” “Los que Roban
12 Dinero,” “Vida de Perro,” “Los dos amantes,” and “Que Te Vaya
13 Bonito”; and

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15 (d) *La Chacalosa*, released in 1995, and containing the following
16 sound recordings: “La Chacalosa,” “También Las Mujeres
17 Pueden,” “Libro Abierto,” “Cruz de Madera,” “Embárgame a
18 Mi,” “Por Una Rencilla Vieja,” “Si Tu Pensabas,” “La Perra
19 Contrabandista,” “Cuando el Destino,” “Mi Gusto Es,” and “Ni
20 Me Debe Ni Te Debo.”

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22 39. The foregoing sound recordings and albums, along with any other
23 singles recorded and produced by JENNI during the term of the 1993 Recording
24 Agreement, are collectively referred to herein as the “1993 Musical Works.”

25 40. CINTAS, and upon information and belief, the other DEFENDANTS,
26 exploited, and continue to exploit, the 1993 Musical Works and have earned, and
27 continue to earn, significant monies therefrom.
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1 41. CINTAS, and upon information and belief, the other DEFENDANTS,
2 have also exploited, and continue to exploit, JENNI's NIL in connection with the
3 advertising, sale, and promotion of the 1993 Musical Works and otherwise.

4 42. Notably, neither CINTAS, nor any of the other DEFENDANTS, were
5 granted any rights to the musical compositions written and produced by JENNI
6 under the 1993 Recording Agreement, and accordingly, had no right to exploit said
7 musical compositions, or to permit each other or any other third parties to exploit
8 said musical compositions at any time. *See Id.*

9 43. The DEFENDANTS have earned significant monies from their
10 exploitation of the 1993 Musical Works and the musical compositions contained
11 therein, as well as from their exploitation of JENNI's NIL in connection therewith,
12 and CINTAS has repeatedly and continuously breached the terms of the 1993
13 Recording Agreement by, among other things, failing for a number of years, and
14 despite being notified of such, to account and pay royalties owed to PLAINTIFFS
15 pursuant to the 1993 Recording Agreement.
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17 44. Upon information and belief, the DEFENDANTS have used for their
18 own personal and financial benefit, and/or wrongfully transferred or retained, such
19 monies, which rightfully belong to PLAINTIFFS.

20 45. As a result of misrepresentations made by PEDRO, ROSIE, and JUAN
21 in their capacities as owner, executives, and representatives of CINTAS, regarding
22 CINTAS' ownership of the rights in, and use and exploitations of, the 1993 Music
23 Works, and JENNI's NIL, PLAINTIFFS were unaware of the infringements and
24 failures to comply with the terms of the 1993 Recording Agreement, until in or
25 around January of 2022 when CAMPOS became the executrix of the ESTATE.

26 46. ROSIE and JUAN, in their capacity as executives of JRE, also actively
27 concealed CINTAS' wrongful acts from PLAINTIFFS through misrepresentations
28 made to JENNI's children — the rightful successors of the ESTATE — including

1 CAMPOS, as well as other executives, employees, and representatives of JRE,
2 concerning the use and exploitation of the 1993 Musical Works, and JENNI's NIL,
3 as well as CINTAS' repeated failures to comply with the terms of the 1993
4 Recording Agreement, resulting in PLAINTIFFS being prevented from learning of
5 the foregoing acts until in or around January of 2022.

6 47. The misrepresentations and concealment of material facts by PEDRO,
7 ROSIE, and JUAN in their corporate capacities, as outlined herein, occurred, upon
8 information and belief, with the intention of concealing said unlawful acts from
9 JENNI's children —the rightful successors of the ESTATE— including CAMPOS,
10 as well as other executives, employees, and representatives of JRE, such that
11 CINTAS could continue reaping the benefits of said unlawful acts to the detriment
12 of PLAINTIFFS.

13 **III. Jenni Rivera Enters Into Two Subsequent Recording Agreements With**
14 **Cintas**

15 48. On or about September 1, 1995, JENNI entered into a second exclusive
16 recording agreement with CINTAS (the "1995 Recording Agreement"). *See Exhibit*
17 *B, 1995 Recording Agreement.*

18 49. The initial term of the 1995 Recording Agreement commenced on
19 September 1, 1995, and expired, according to the agreement's terms, ten months
20 following delivery by JENNI of the first master, i.e., original sound recording, owed
21 by her under the 1995 Recording Agreement. *See Id.*

22 50. The 1995 Recording Agreement also granted CINTAS six separate and
23 consecutive options to extend the term, with each extending the term until the later
24 of one year from commencement of each such option period, or ten months after
25 JENNI's delivery of the first master to be delivered during such option period. *See*
26 *Id.*

1 51. During the initial term, and option periods two through five, JENNI was
2 obligated to provide CINTAS with enough masters to constitute an album. *See Id.*

3 52. Further, CINTAS was provided a number of rights to the sound
4 recordings and albums recorded, produced, and distributed under the 1995
5 Recording Agreement, including the exclusive right to register copyrights in such
6 sound recordings (and all renewals thereof), as well as the exclusive rights under 17
7 U.S.C. §§ 106 and 114 to, among other things, reproduce, prepare derivative works,
8 and publicly perform the sound recordings, and permit third parties to exploit the
9 rights belonging to CINTAS. *See Id.*

10 53. In addition to its rights to the sound recordings, CINTAS was also
11 granted the right to exploit JENNI's NIL, which included the right to manufacture
12 and distribute merchandise bearing JENNI's NIL, in connection with the advertising,
13 promotion, and sale of the sound recordings and albums recorded, produced, and
14 distributed during the term of the agreement. *See Id.*

15 54. In consideration for JENNI's granting of said rights, CINTAS was
16 obligated to provide JENNI with accounting statements, and make royalty payments
17 to her, in an agreed-upon amount, on a semi-annual basis, with regard to the use and
18 exploitation of the sound recordings and albums, and separately, with regard to the
19 earnings realized from the use and exploitation of JENNI's NIL in connection with
20 the sale of merchandise and otherwise. *See Id.*

21 55. The obligation to account and pay royalties owed to JENNI in
22 connection with the sound recordings and albums recorded, produced, and
23 distributed under the 1995 Recording Agreement was never waived or otherwise
24 terminated, nor was the obligation to do so in connection with the merchandising
25 and other exploitations of JENNI's NIL.

26 56. Thus, the foregoing obligations subsisted in favor of PLAINTIFFS, as
27 JENNI's successors-in-interest, following her death in December of 2012.
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1 57. On or about April 21, 1996, JENNI entered into a third exclusive
2 recording agreement with CINTAS (the “1996 Recording Agreement”). *See* Exhibit
3 C, 1996 Recording Agreement.

4 58. The initial term of the 1996 Recording Agreement commenced on
5 April 21, 1996, and like the 1995 Recording Agreement, the initial term expired,
6 according to the agreement’s terms, ten months following delivery by JENNI of the
7 first master, i.e., original sound recording, owed pursuant to the 1996 Recording
8 Agreement. *See Id.*

9 59. The 1996 Recording Agreement also granted CINTAS six separate and
10 consecutive options to extend the term, with each extending the term until the later
11 of one year from commencement of each such option period, or ten months after
12 JENNIS’s delivery of the first master to be delivered during such option period. *See*
13 *Id.*

14 60. During the initial term, and option periods two through five, JENNI was
15 obligated to provide CINTAS with enough masters to constitute an album. *See Id.*

16 61. Further, CINTAS was provided a number of rights to the sound
17 recordings and albums recorded, produced, and distributed under the 1996
18 Recording Agreement, including the exclusive right to register copyrights in such
19 sound recordings (and all renewals thereof), as well as the exclusive rights under 17
20 U.S.C. §§ 106 and 114 to, among other things, reproduce, prepare derivative works,
21 and publicly perform the sound recordings, and permit third parties to exploit said
22 rights. *See Id.*

23 62. In addition to its rights to the sound recordings, CINTAS was also
24 granted the right to exploit JENNI’s NIL, which included the right to manufacture
25 and distribute merchandise bearing JENNI’s NIL, in connection with the advertising,
26 promotion, and sale of the sound recordings and albums recorded, produced, and
27 distributed during the term of the agreement. *See Id.*

1 63. In consideration for JENNI’s granting of said rights, CINTAS was
2 obligated to provide JENNI with accounting statements, and make royalty payments
3 to her, in an agreed-upon amount, on a semi-annual basis, with regard to the use and
4 exploitation of the sound recordings and albums, and separately, with regard to the
5 earnings realized from the use and exploitation of JENNI’s NIL in connection with
6 the sale of merchandise and otherwise. *See Id.*

7 64. The obligation to account and pay royalties owed to JENNI in
8 connection with the sound recordings and albums recorded, produced, and
9 distributed under the 1996 Recording Agreement was never waived or otherwise
10 terminated, nor was the obligation to do so in connection with the merchandising
11 and other exploitations of JENNI’s NIL.

12 65. Thus, the foregoing obligations subsisted in favor of PLAINTIFFS, as
13 JENNI’s successors-in-interest, following her death in December of 2012.

14 66. Pursuant to both the 1995 and 1996 Recording Agreements, CINTAS
15 was required to pay JENNI, at minimum, \$6,000.00 per year in royalties. *See Id.*

16 67. Upon information and belief, under the 1995 and 1996 Recording
17 Agreement, JENNI recorded and the COMPANIES and/or other third parties
18 authorized by the COMPANIES, including the DOES, distributed and earned
19 revenue from the following albums:
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- 21 (a) *Si Quieres Verme Llorar*, released in 1999, and containing the
22 following sound recordings: “Brinco Dieras (Con Mariachi)”,
23 “Perdonar Es Olvidar,” “Llanto rojo,” “Lagrimas, Sudor y
24 Sangre” “La Puerta de Alcalá,” *Si Quieres Verme Llorar*,”
25 *Vivir Sin Tu Cariño (Without You)*,” *Nosotros*,” “Comon vivir
26 sin verte (How do I Live),” “Tonto,” and “Yo te agradezco”;
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(b) *Reyna de reynas*, released in 1999, and containing the following sound recordings: “Reyna de reynas,” “El desquite,” “El orgullo de mi padre,” “Poppuri de chelo,” “Los traficantes,” “La reina es el rey,” “La martina,” “El batogacho,” “La maestra del contraband,” “Saludame a la tuya,” and “Las cachanillas”;

(c) *Que Me Entierren Con la Banda*, released in 2000, and containing the following sound recordings: “Que Me Entierren Con la Banda,” “Como Tu Decidas,” “Que un Rayo te la parta,” “Las Malandrinas,” “Son habladas,” “Ni estando loca,” “Mañana (Te Acordarás),” “Sinaloa Princesa Norteña,” and “Rosita Alvarez”;

(d) *Se Las Voy a Dar A Otro*, released in 2001, and containing the following sound recordings: “Angel Baby,” “No Vas A Jugar,” “Cuando Abras Los Ojos,” “El Nopal,” “Tristeza Pasajera,” “Chicana Jalisciense,” “Ni Tu Esposa, Ni Tu Amante, Ni Tu Amiga,” “Se Law Voy A Dar A Otro,” “Se Marchó,” and “Escándalo”;

(e) *Déjate amar*, released in 2001, and containing the following sound recordings: “Una Noche Me Embriague,” “Dejate amar,” “Mi Vida Loca (2001),” “Querida Socia,” “Y te me vas,” “Madre Soltera,” “El Ultimo Adios,” “Agente de ventas,” “Cuando Yo Quiera Has De Volver,” and “Wasted Days and Wasted Nights”;

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(f) *Homenaje A Las Grandes*, released in 2003, and containing the following sound recordings: “La Papa Sin Catsup,” “A Escondidas,” “Por Un Amor, Cucurrucucú Paloma,” “Ese hombre,” “Juro Que Nunca Volvere,” “La tequilera,” “Ahora vengo a verte,” “Hacer el amor con otro,” “Homenaje a mi madre,” “Where Did Our Love Go,” “La Papa Sin Catsup (Versión Norteña),” “A Escondidas (Versión Norteña),” “Juro Que Nunca Volveré (Versión Norteña),” and Hacer el amor con otro (Versión Norteña)

(g) *Simplemente La Mejor*, a compilation album released in 2004, and containing the following sound recordings: “Querida Socia,” “Las Malandrinas,” “Cuando Abras Los Ojos,” “Que Me Entierren Con La Banda,” “Mi Vida Loca (2001),” “Tristeza Pasajera (Ilusión Pasajera),” “Reina De Reinas,” “La Chacalosa,” “Las Mismas Costumbres,” “Amiga Si Lo Ves,” “Simplemente La Mejor,” “Las Mismas Costumbres (Versión Norteña),” Amigas Si Lo Ves (Versión Norteña),” and “Amiga Si Lo Ves (Versión Pop);

(h) *Parrandera, Rebelde y Atrevida*, released in 2005, and containing the following sound recordings: “Parrandera, Rebelde y Atrevida,” “Que Me Vas A Dar,” “De Contrabando,” “Brincos Dieras,” “No Vas A Creer,” “Imbécil,” “No Me Pregunten Por Él,” “Qué Se Te Olvidó,” “Jefa de Jefas,” “Me Siento Libre,” and “Cuando Muere Una Dama”; and

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(i) *Parrandera, Rebelde y Atrevida (Deluxe)*, released in 2005, and containing the following sound recordings: “Parrandera, Rebelde y Atrevida,” “Que Me Vas A Dar,” “De Contrabando,” “Brincos Dieras,” “No Vas A Creer,” “Imbécil,” “No Me Pregunten Por Él,” “Qué Se Te Olvidó,” “Jefa de Jefas,” “Me Siento Libre,” and “Cuando Muere Una Dama,” and “La Mentada Contestada.”

68. The foregoing albums and sound recordings, along with any other singles recorded by JENNI during the term of the 1995 and 1996 Recording Agreements, are collectively referred to herein as the “1995-1996 Musical Works.”

69. CINTAS, and upon information and belief the other DEFENDANTS exploited, and continue to exploit, the 1995-1996 Musical Works and have earned, and continue to earn, significant monies therefrom.

70. CINTAS, and upon information and belief, the other DEFENDANTS, have also exploited, and continue to exploit, JENNI’s NIL in connection with the advertising, sale, and promotion of such musical works, and otherwise.

71. However, neither CINTAS, nor any of the other DEFENDANTS, was granted any rights to the musical compositions written and produced by JENNI under the 1995 and 1996 Agreements, and accordingly, had no right to exploit said musical compositions, or to permit each other or any other third parties to exploit said musical compositions at any time. *See Exhibit B, see also Exhibit C.*

72. Upon information and belief, the 1995 and 1996 Recording Agreements expired, according to the terms thereof, no later than August 21, 2005.

73. Upon information and belief, aside from the 1993, 1995, and 1996 Recording Agreements, no other written agreements between JENNI and the

1 DEFENDANTS, through which JENNI transferred rights in and to her sound
2 recordings, musical compositions, and/or NIL, have ever existed.

3 74. The DEFENDANTS have earned significant monies from their
4 exploitation of the 1995-1996 Recording Agreement Musical Works, and the
5 musical compositions contained therein, as well as from their exploitation of
6 JENNI's NIL in connection therewith, and otherwise, and CINTAS has repeatedly
7 and continuously breached the terms of the 1995 and 1996 Recording Agreements
8 by, among other things, failing for a number of years, and despite being notified of
9 such, to account and pay royalties owed to PLAINTIFFS pursuant to the 1995 and
10 1996 Recording Agreements.

11 75. Upon information and belief, the DEFENDANTS have used for their
12 own personal and financial benefit, and/or wrongfully transferred or retained, such
13 monies, which rightfully belong to the PLAINTIFFS.

14 76. As a result of misrepresentations made by PEDRO, ROSIE, and JUAN
15 in their capacities as owner, executives, and representatives of CINTAS, regarding
16 CINTAS' ownership in the rights in, and use and exploitations of, the 1995 and 1996
17 Music Works, and JENNI's NIL, PLAINTIFFS were unaware of the infringements
18 and failures to comply with the terms of the 1993 Recording Agreement, until in or
19 around January of 2022 when CAMPOS became the executrix of the ESTATE.

20 77. ROSIE and JUAN, in their capacity as executives of JRE, also actively
21 concealed CINTAS' wrongful acts from PLAINTIFFS through misrepresentations
22 made to JENNI's children — the rightful successors of the ESTATE — including
23 CAMPOS, as well as other executives, employees, and representatives of JRE,
24 concerning the use and exploitation of the 1995 and 1996 Musical Works, and
25 JENNI's NIL, as well as CINTAS' repeated failures to comply with the terms of the
26 1995 and 1996 Recording Agreements, resulting in PLAINTIFFS being prevented
27 from learning of the foregoing acts until in or around January of 2022.
28

1 78. The misrepresentations and concealment of material facts by PEDRO,
2 ROSIE, and JUAN in their corporate capacities, as outlined herein, occurred, upon
3 information and belief, with the intention of concealing said unlawful acts from
4 JENNI’s children —the rightful successors of the ESTATE — including CAMPOS,
5 as well as other executives, employees, and representatives of JRE, such that
6 CINTAS could continue reaping the benefits of said unlawful acts to the detriment
7 of PLAINTIFFS.

8 **IV. Ayana Enters Into A Recording Agreement With FONOVISA**
9 **Pertaining to Jenni Rivera**

10 79. On or about August 15, 2005, FONOVISA Records, a division of
11 Univision Music LLC (“FONOVISA”), entered into an agreement with AYANA,
12 through which AYANA purported to license the exclusive recording services of
13 JENNI to FONOVISA (the “2005 Recording Agreement”).² See Exhibit D, 2005
14 Recording Agreement.

15 80. In addition to purportedly transferring the exclusive recording services
16 of JENNI to FONOVISA, AYANA also purportedly granted FONOVISA the right
17 to use, exploit, and administer, and permit other third parties to use, exploit, and
18 administer, the sound recordings, albums, and other musical works delivered to
19 FONOVISA under the 2005 Recording Agreement. *See Id.*

20 81. FONOVISA was also granted the right to use, exploit, and administer,
21 and permit other third parties to use, exploit, and administer, the rights to the sound
22 recordings contained on the albums *Que Me Entierren Con La Banda*, *Dejate Amor*,
23 *Se Las Voy A Dar A Otro*, and *Homenaje A Las Grandes* throughout the term of the
24

25
26
27 ² Upon information and belief, sometime prior to August 15, 2005, CINTAS and AYANA entered
28 into an agreement, pursuant to which CINTAS granted AYANA certain rights CINTAS had
obtained from JENNI through the 1995 and 1996 Recording Agreements.

1 2005 Recording Agreement, and throughout agreed-upon exploitation and sell-off
2 periods thereafter. *See Id.*; *see also* ¶ 67, *supra*.

3 82. For clarity, AYANA purportedly granted FONOVISA the exclusive
4 right to register copyrights in the sound recordings, albums, and other musical works
5 recorded and produced under the 2005 Recording Agreement, and the exclusive
6 rights under 17 U.S.C. §§ 106 and 114 to, among other things, reproduce, prepare
7 derivative works, and publicly perform the sound recordings delivered to
8 FONOVISA under the 2005 Recording Agreement, as well as the sound recordings
9 contained on the albums *Que Me Entierren Con La Banda*, *Dejate Amor*, *Se Las Voy*
10 *A Dar A Otro*, and *Homenaje A Las Grandes* throughout the term of the 2005
11 Recording Agreement, and throughout agreed-upon exploitation and sell-off periods
12 thereafter. *See Id.*

13 83. In addition, AYANA purportedly granted FONOVISA the exclusive
14 right to permit third parties to exploit the musical works, and moreover, granted
15 FONOVIA the separate and distinct right to exploit JENNI's NIL, including the right
16 to manufacture and distribute merchandise bearing JENNI's NIL, in connection with
17 the advertising, promotion, and sale of the sound recordings and albums recorded,
18 produced, and distributed during the term of the 2005 Recording Agreement. *See Id.*

19 84. FONOVISA was also granted the right to do the same in connection
20 with the advertising, promotion, and sale of the sound recordings contained on the
21 albums *Que Me Entierren Con La Banda*, *Dejate Amor*, *Se Las Voy A Dar A Otro*,
22 and *Homenaje A Las Grandes*, throughout the term of the 2005 Recording
23 Agreement, and throughout agreed-upon exploitation and sell-off periods thereafter.
24 *See Id.*

25 85. AYANA also unlawfully granted FONOVISA the right to use and
26 reproduce the musical compositions rightfully owned and controlled by JENNI, and
27 to distribute and administer such musical compositions throughout the United States
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1 and Canada. *See Id.*

2 86. The initial term of the 2005 Recording Agreement commenced on
3 August 15, 2005—shortly before expiration of the 1995 and 1996 Recording
4 Agreements—and the agreement provided FONOVISA with three separate options
5 to extend the term for an agreed-upon length of time. *See Id.*

6 87. The 2005 Recording Agreement required FONOVISA to make certain,
7 specified payments to AYANA, with AYANA being required to make minimum
8 yearly payments in the following amounts to JENNI: (i) \$9,000.00 in the first
9 contract year; (ii) \$12,000.00 in the second contract year; and (iii) \$15,000.00 in the
10 third through seventh contract years, as well as in any succeeding contract years. *See*
11 *Id.*

12 88. FONOVISA exploited and administered, and upon information and
13 belief, FONOVISA and/or the DEFENDANTS continue to exploit and administer,
14 the sound recordings recorded and produced by JENNI during the term of the 2005
15 Recording Agreement, and upon information and belief, such parties continue to
16 make payments to AYANA in connection with their exploitation and administration.

17 89. Importantly, AYANA expressly represented to FONOVISA, within the
18 2005 Recording Agreement, that AYANA was legally permitted to grant the rights
19 it purported to grant therein, including the right to use and exploit, and permit other
20 third parties to use and exploit, musical compositions owned and controlled by
21 JENNI, and further, represented that AYANA was permitted to grant said rights to
22 FONOVISA and would be legally able to do so throughout the term of the 2005
23 Recording Agreement. *See Id.*

24 90. Such representations were false and intended to mislead and induce
25 FONOVISA into entering into the 2005 Recording Agreement, considering neither
26 CINTAS nor AYANA, nor any other third parties, including the other
27 DEFENDANTS, were ever transferred rights in and to musical compositions written
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1 and produced by JENNI at any time, and further, upon information and belief, that
2 JENNI's contractual relationship with CINTAS and AYANA expired no later than
3 April 21, 2005—six days after the effective date of the 2005 Recording Agreement.

4 91. Upon information and belief, the only rights CINTAS and/or AYANA
5 were legally permitted to grant to the other DEFENDANTS, or any other third
6 parties, after April 21, 2005, were the rights to the 1993 and 1995-1996 Musical
7 Works, as well as the right to exploit JENNI's NIL, including the right to
8 manufacture and distribute merchandise bearing JENNI's NIL, solely in connection
9 with the advertising, promotion, and sale of the 1993 and 1995-1996 Musical Works.

10 92. Upon information and belief, in furtherance of its scheme, AYANA
11 forged JENNI's signature on the inducement letter provided to FONOVISA in
12 connection with the 2005 Recording Agreement as, upon information and belief,
13 JENNI had previously authorized CINTAS and AYANA to agree to terms on her
14 behalf and execute specified agreements in her name, but had revoked such
15 authorization prior to the execution of the 2005 Recording Agreement.

16 93. The DEFENDANTS have earned, and continue to earn, significant
17 monies through the exploitation of the sound recordings, musical compositions, and
18 other musical works written, recorded, and produced under the 2005 Recording
19 Agreement.

20 94. The DEFENDANTS have also earned, and continue to earn, significant
21 monies from their own, and FONOVISA's, exploitation of JENNI's NIL in
22 connection the foregoing musical works and otherwise.

23 95. Upon information and belief, the DEFENDANTS have used for their
24 own personal and financial benefit, and/or wrongfully transferred or retained, such
25 monies, which rightfully belong to the PLAINTIFFS.

26 96. PEDRO, ROSIE, and JUAN, in their capacities as owners, executives,
27 and/or representatives of CINTAS, AYANA, and JRE made misrepresentations to,
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1 and actively concealed CINTAS and AYANA’s unlawful acts from, JENNI’s
2 children — the rightful successors of the ESTATE — including CAMPOS, as well
3 as other executive, employees, and representatives of JRE, resulting in PLAINTIFFS
4 being unaware of the foregoing infringements and misrepresentations of CINTAS
5 and AYANA, as well as AYANA’s breaches of the obligations owed to JENNI and
6 PLAINTIFFS under the 2005 Recording Agreement, until in or around January of
7 2022 when CAMPOS became the executrix of the ESTATE.

8 **V. Pedro Rivera and the Companies Other Unauthorized and Illegal Acts**

9
10 97. Except for the rights set forth above, neither CINTAS, nor any of the
11 other DEFENDANTS, were granted any additional rights in and to the sound
12 recordings, musical compositions, and other musical works of JENNI, and further,
13 were granted no additional rights to use and exploit JENNI’s NIL.

14 98. In fact, except for the rights granted to CINTAS pursuant to the 1993,
15 1995, and 1996 Recording Agreements, all rights in and to JENNI’s sound
16 recordings, musical compositions, other musical works, and NIL belong exclusively
17 to PLAINTIFFS, and/or to other third parties to which JENNI and/or PLAINTIFFS
18 lawfully transferred such rights.

19 99. As they were legally permitted to do, PLAINTIFFS registered
20 copyrights in the name of JRE for a number of sound recordings, musical
21 compositions, and other musical works written, recorded, and produced by JENNI
22 during her lifetime, *see, e.g.*, United States Copyright Office Public Catalog of JRE
23 Registrations, attached as Exhibit E hereto, and upon JENNI’s death in 2012, the
24 ESTATE became the lawful owner of any and all copyrights registered by JENNI
25 during her lifetime (collectively, the “JRE Copyrighted Works”).

26 100. As it relates to sound recordings, musical compositions, and other
27 musical works not registered by PLAINTIFFS with the United States Copyright
28 Office (the “Copyright Office”), PLAINTIFFS are the sole parties with ownership

1 and legal authority to register copyrights pertaining thereto, or to otherwise use and
2 exploit, or permit other third parties to use and exploit, such sound recordings,
3 musical compositions, and other musical works.

4 101. Despite the foregoing, the DEFENDANTS have wrongfully registered
5 copyrights, and wrongfully permitted other third parties to register copyrights, in and
6 to sound recordings, musical compositions, and other musical works, and have done
7 so without authority from JENNI and/or the PLAINTIFFS.

8 102. Additionally, the DEFENDANTS have used and exploited the JRE
9 Copyrighted Works, as well as sound recordings, musical compositions, and other
10 musical works which PLAINTIFFS own and control, and have permitted other third
11 parties to use and exploit such musical works, for DEFENDANTS' financial gain
12 and in contravention of PLAINTIFFS' ownership rights without JENNI and/or
13 PLAINTIFFS' consent.

14 103. PLAINTIFFS are also the registered owners of numerous trademarks
15 related to JENNI, her music, and her NIL (the "JRE Registered Marks"), and thus,
16 the only persons legally permitted to use and commercially exploit the JRE
17 Registered Marks. *See, e.g.*, United States Patent and Trademark Office Records of
18 JRE Registrations, attached as Exhibit F hereto.

19 104. Despite the foregoing, the DEFENDANTS have used and exploited,
20 permitted others to use and exploit, and continue to use and exploit and permit other
21 third parties to use and exploit the JRE Registered Marks for commercial purposes,
22 and have earned, and continue to earn significant monies therefrom, including
23 through the manufacture, sale, and distribution of merchandise bearing the JRE
24 Registered Marks, as DEFENDANTS have in connection with JENNI's NIL.

25 105. The DEFENDANTS' impermissible acts, as outlined herein, far exceed
26 the limited rights granted to them pursuant to the 1993, 1995, and 1996 Recording
27 Agreements, and thus, constitute copyright infringement, violations of Section 43(a)
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1 of the Lanham Act, 15 U.S.C. § 1114, and violations of Cal. Civ. Code § 3344.1,
2 among other violations.

3 106. Upon information and belief, the DEFENDANTS came to an
4 agreement with each other, and were at all times co-conspirators acting in the course
5 and scope of said relationship, and with each other's authority, knowledge, consent,
6 and/or ratification, in connection with the foregoing scheme.

7 **VI. Plaintiffs' Requests for Non-Economic Remedies**

8 ***A. Accounting and Constructive Trust***

9 107. PLAINTIFFS not only require, but are entitled to, an order requiring
10 the DEFENDANTS to provide a full accounting of all monies earned through their
11 use and exploitation of JENNI's sound recordings, musical compositions, and other
12 musical works, including the JRE Registered Copyrights, as well as monies earned
13 from their use and exploitation of JENNI's NIL and the JRE Registered Marks.

14 108. Without question, a significant amount of DEFENDANTS' earnings
15 therefrom are the result of unlawful acts, including but not limited to violations of
16 federal and California state laws, and upon information and belief, the
17 DEFENDANTS have engaged in other unauthorized and unlawful acts and business
18 transactions through which the DEFENDANTS have earned significant monies
19 rightfully belonging to the PLAINTIFFS.

20 109. Accordingly, PLAINTIFFS are entitled to an order requiring the
21 DEFENDANTS to provide a full accounting to PLAINTIFFS of any and all monies
22 earned from DEFENDANTS' use and exploitation of JENNI's sound recordings,
23 musical compositions, and other musical works, including the JRE Registered
24 Copyrights, as well as monies earned from their use and exploitation of JENNI's
25 NIL and the JRE Registered Marks.

26 110. PLAINTIFFS are also entitled to an order establishing a constructive
27 trust on any and all funds acquired and withheld from PLAINTIFFS by the
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1 DEFENDANTS, as PLAINTIFFS maintain an ownership and property interest in
2 such monies.

3 ***B. Recission***

4 111. JENNI entered into the 1993, 1995, and 1996 Recording Agreements
5 with CINTAS, and JENNI's rights pursuant thereto subsisted in favor of the
6 PLAINTIFFS following her death in December of 2012.

7 112. Despite JENNI having performed all obligations owed to CINTAS in
8 connection with the 1993, 1995, and 1996 Recording Agreements, CINTAS has
9 repeatedly and continuously exploited the rights granted to it by way of said
10 agreements, earning significant monies therefrom, while at the same time
11 disregarding and outright refusing to comply with the express terms of such
12 agreements.

13 113. Specifically, CINTAS has failed to perform its own obligation to
14 account and pay agreed-upon royalties owed to the PLAINTIFFS pursuant to the
15 1993, 1995, and 1996 Agreements.

16 114. As such, PLAINTIFFS are entitled to rescind the 1993, 1995, and 1996
17 Agreements, as well as all rights granted to, and by, CINTAS pursuant thereto, and
18 further, to have such rights restored to PLAINTIFFS due to CINTAS' repeated and
19 continuous breaches of said agreements.
20

21 ***C. Declaratory Relief***

22 115. PLAINTIFFS seek a declaratory judgment with regard to the rights of
23 PLAINTIFFS, relative to the rights of the DEFENDANTS, in and to JENNI's sound
24 recordings, musical compositions, and NIL rights which were granted to CINTAS
25 pursuant to the 1993, 1995, and 1996 Recording Agreements, and which
26 PLAINTIFFS' contend now rightfully belong to PLAINTIFFS as JENNI's
27 successor-in-interest.
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1 116. Further, PLAINTIFFS seek a declaratory judgment regarding the rights
2 of PLAINTIFFS, relative to the rights of the DEFENDANTS, in and to all other
3 sound recordings, musical compositions, and other musical works, including the JRE
4 Registered Copyrights, and further, a declaratory judgment regarding PLAINTIFFS'
5 rights, relative to those of DEFENDANTS, as it relates to JENNI's NIL.

6 117. Due to the DEFENDANTS' repeated and continuous wrongful acts,
7 and utter indifference to PLAINTIFFS and their rights, PLAINTIFFS, as JENNI's
8 successors-in-interest, are legally entitled to all such rights, and thus, seek an order
9 declaring such.

10 118. This request is permitted at this time, as the issues described herein
11 constitute an actual case and controversy, and directly implicate the rights of both
12 the PLAINTIFFS and DEFENDANTS, both at the present time and persisting into
13 the future.

14
15 ***D. Temporary and Permanent Injunction***

16 119. PLAINTIFFS seek temporary and permanent injunctive relief
17 regarding the DEFENDANTS' rights, and an order requiring the DEFENDANTS to
18 immediately cease and desist from engaging in the unauthorized and wrongful use
19 and exploitations of JENNI's sound recordings, musical compositions, and other
20 musical works, including the JRE Registered Copyrights, as well as requiring the
21 DEFENDANTS to immediately cease and desist from the use and exploitations of
22 JENNI's NIL and the JRE Registered Marks.

23 120. The DEFENDANTS' wrongful acts include but are not limited to
24 claiming to maintain legal ownership and control of the rights to JENNI's sound
25 recordings, musical compositions, other musical works, and NIL.

26 121. PLAINTIFFS have set forth a clear and substantial likelihood of
27 success on the merits of their claims against the DEFENDANTS, and have suffered,
28 and will continue to suffer, irreparable harm, including harm to PLAINTIFFS'

1 professional reputation and goodwill, as a result of the DEFENDANTS' unauthorized
2 and wrongful acts, in the event such injunctive relief is not granted.

3 122. Granting the injunctive relief sought by PLAINTIFFS will alleviate the
4 ongoing harm suffered by PLAINTIFFS, which harm far outweighs any potential
5 hardship the granting of such relief could potentially have on the DEFENDANTS,
6 who have spent years using, transferring, and/or wrongfully withholding, significant
7 monies rightfully belonging to PLAINTIFFS.

8 123. Further, granting such relief will not adversely affect public policy or
9 the public interest, but will instead promote justice and equity.

10 **CLAIMS FOR RELIEF**

11 **FIRST CLAIM FOR RELIEF**

12 **Copyright Infringement**

13 **(Against all Defendants)**

14 124. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
15 1 through 123 above as if fully set forth herein.

16 125. PLAINTIFFS are the rightful owners of the copyrights in the JRE
17 Copyright Works, *see e.g.*, Exhibit E, which includes the exclusive rights under
18 U.S.C. §§ 106 and 114 to, among other things, reproduce, prepare derivative works,
19 and publicly perform the sound recordings, musical compositions, and other works,
20 and to permit third parties to use and exploit such rights.

21 126. Therefore, PLAINTIFFS are entitled and authorized to protect such
22 rights against copyright infringement, including that of the DEFENDANTS.

23 127. The DEFENDANTS have repeatedly and continuously infringed on
24 PLAINTIFFS' copyrights by, among other things, using, reproducing, publicly
25 performing, and permitting others to use, reproduce, and publicly perform, the JRE
26 Copyrighted Works, and have done so without PLAINTIFFS' authorization, earning
27 significant monies therefrom.
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1 135. PLAINTIFFS are the rightful owners of the JRE Registered Marks, *see*
2 Exhibit F, which includes the exclusive rights to use said marks, and any
3 reproduction and imitations thereof, in commerce, such as in the sale, offering for
4 sale, distribution, and/or advertising of goods bearing the JRE Registered Marks.

5 136. The DEFENDANTS have infringed, and continue to infringe,
6 PLAINTIFFS' ownership of the JRE Registered Marks by, among other things,
7 selling, offering for sale, distributing, and advertising goods bearing the JRE
8 Registered Marks, and earning significant monies therefrom.

9 137. Under the circumstances presented herein, the DEFENDANTS'
10 unauthorized use and exploitation of the JRE Registered Marks in commerce is
11 likely to cause, and upon information already has caused, confusion or mistake, or
12 otherwise deceived consumers and the general public as to the DEFENDANTS'
13 rights in, and association with the JRE Registered Marks, thereby depriving
14 PLAINTIFFS of the value, reputation, and goodwill inherent in such marks.

15 138. As a direct and proximate result, PLAINTIFFS are entitled to recover
16 actual damages caused by the DEFENDANTS' violations of Section 43(a) of the
17 Lanham Act, 15 U.S.C. § 1114, as well as all other remedies provided for in 15
18 U.S.C. §§ 1114 and 1116 through 1118, which includes but is not limited to the
19 disgorgement of the DEFENDANTS' profits earned through such violations.

20 139. The DEFENDANTS acted willfully, deliberately, and with prior
21 notification and knowledge of PLAINTIFFS' ownership of the JRE Registered
22 Marks, or at minimum, in reckless disregard of PLAINTIFFS' ownership rights,
23 entitling PLAINTIFFS, pursuant to 17 U.S.C. § 1117, to recover treble damages and
24 its attorney's fees and costs in connection with this matter. As set forth above,
25 PLAINTIFFS are also entitled to non-economic relief, including declaratory and
26 injunctive relief enjoining the DEFENDANTS from continued violations, and an
27 order requiring any and all of the DEFENDANTS' violating products to be
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1 impounded and destroyed, and further, PLAINTIFFS are entitled to the
2 establishment of a constructive trust.

3 **THIRD CLAIM FOR RELIEF**

4 **Breach of Contract**

5 **(Against all Defendants)**

6 140. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
7 1 through 139 above as if fully set forth herein.

8 141. JENNI and CINTAS entered into the 1993, 1995, and 1996 Recording
9 Agreements; three valid contractual agreements.

10 142. Pursuant to the agreements, JENNI was obligated to provide CINTAS
11 with a specified number of sounds recording and albums, an obligation JENNI
12 fulfilled.

13 143. Despite such, and despite CINTAS earning significant monies from the
14 1993, 1995, and 1996 Musical Works, CINTAS materially breached the terms of the
15 1993, 1995, and 1996 Recording Agreements by repeatedly and continuously failing
16 to account and pay royalties owed to PLAINTIFFS (as JENNI's successors-in-
17 interest) in connection with CINTAS' use and exploitation of the 1993, 1995, and
18 1996 Musical Works.

19 144. In addition, CINTAS has earned significant monies from the use and
20 exploitations of JENNI's NIL in connection with the advertising, promotion, and
21 sale of merchandise bearing JENNI's NIL, and have breached the above-referenced
22 agreements by repeatedly and continuously failing to account and pay royalties to
23 PLAINTIFFS (as JENNI's successors-in-interest) in connection therewith.

24 145. As a direct and proximate result of CINTAS' breach, PLAINTIFFS
25 have been damaged in an amount to be determined at trial.

26 146. Further, as a result of the foregoing acts, PLAINTIFFS are entitled to
27 rescind the 1993, 1995, and 1996 Agreements, as well as the rights granted to, and
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1 by, CINTAS pursuant thereto, and have such rights restored to PLAINTIFFS.

2 147. PLAINTIFFS are also entitled to a full accounting of monies earned by
3 CINTAS, and the establishment of a constructive trust, as outlined above.

4 **FOURTH CLAIM FOR RELIEF**

5 **Violation of California Business and Professions Code § 17200 et seq.**

6 **(Against all Defendants)**

7 148. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
8 1 through 147 above as if fully set forth herein.

9 149. As outlined herein, the DEFENDANTS, individually and collectively,
10 engaged in unlawful, unfair, and/or fraudulent business practices by, among other
11 things, claiming to own and control rights to JENNI's sound recordings, musical
12 compositions, other musical works, and NIL, rights which the DEFENDANTS were
13 aware, at all times, rightfully belonged to the PLAINTIFFS.

14 150. The DEFENDANTS disregarded, and showed a reckless indifference,
15 to PLAINTIFFS and their rights for the purpose, and with the intention, of
16 misleading, creating confusion, and otherwise deceiving consumers and the public
17 as to the DEFENDANTS' rights.

18 151. The DEFENDANTS have therefore committed unfair business
19 practices in violation of California Business and Professions Code § 17200 et seq.,
20 and in doing so, have caused and continue to cause damages to PLAINTIFFS in an
21 amount to be determined at trial.

22 **FIFTH CLAIM FOR RELIEF**

23 **Violation of California Civil Code § 3344.1**

24 **(Against all Defendants)**

25 152. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
26 1 through 151 above as if fully set forth herein.

27 153. California Civil Code § 3344.1 provides that:
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Any person who uses a deceased personality's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services, without the requisite consent shall be liable for any damages sustained by the person or persons injured as a result thereof.

See Cal. Civ. Code § 3344.1

154. Since JENNI’s death in December of 2012, the DEFENDANTS have used and exploited JENNI’s NIL for commercial purposes, including through the advertising, promotion, and sale of merchandise bearing JENNI’s NIL, and have earned significant monies therefrom.

155. Despite being granted a limited right to use JENNI’s NIL in connection with the advertising, promotion, and sale of the 1993, 1995, and 1996 Musical Works, the DEFENDANTS have used and exploited JENNI’s NIL far in excess of the limited rights to which they were granted, and have done and continue to do so without authority from PLAINTIFFS, who, as JENNI’s successors-in-interest, are the only persons legally entitled to provide such consent.

156. As a direct and proximate result, PLAINTIFFS have been damaged, and are therefore entitled to recover the actual damages suffered by them, as well as any profits earned by the DEFENDANTS as a result of such unauthorized uses of JENNI’s NIL.

157. Moreover, PLAINTIFFS are entitled to punitive damages, as well as PLAINTIFFS’ attorney’s fees and costs in connection with this matter.

1 **SIXTH CLAIM FOR RELIEF**

2 **Fraudulent Concealment**

3 **(Against all Defendants)**

4 158. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
5 1 through 157 above as if fully set forth herein.

6 159. The DEFENDANTS have repeatedly and continuously concealed
7 and/or failed to disclose material facts to third parties relating to their ownership and
8 control of rights to JENNI's sound recordings, musical compositions, other musical
9 works, and JENNI's NIL, and further, concealed and/or failed to disclose material
10 facts to PLAINTIFFS relating to DEFENDANTS' earnings from their use and
11 exploitations of JENNI's sound recordings, musical compositions, other musical
12 works, and NIL.

13 160. The DEFENDANTS, at all times, had a duty to disclose, and to
14 otherwise not conceal, the above material facts from PLAINTIFFS and other third
15 parties, yet knowingly failed to do so for purposes, and with the intention, of
16 defrauding PLAINTIFFS and other third parties for their own financial benefit.

17 161. Had such material facts been disclosed by DEFENDANTS, and/or
18 otherwise not concealed, other third parties would not have entered into agreements
19 with the DEFENDANTS pertaining to said rights and paid monies to
20 DEFENDANTS pursuant to said agreements, and/or would have otherwise acted in
21 a manner different than that in which they did act.

22 162. And, had such material facts been disclosed to PLAINTIFFS, and/or
23 otherwise not concealed, PLAINTIFFS would have likewise acted in manner far
24 different than PLAINTIFFS have acted thus far, including acting to protect their
25 rights prior to now.

26 163. As a direct and proximate result of DEFENDANTS' fraudulent
27 concealment of material facts, as outlined herein, PLAINTIFFS have been damaged
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1 in an amount to be determined at trial, and DEFENDANTS are liable to
2 PLAINTIFFS for treble damages, as well as PLAINTIFFS' attorney's fees and costs
3 in connection with this matter.

4 **SEVENTH CLAIM FOR RELIEF**

5 **Conversion**

6 **(Against all Defendants)**

7 164. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
8 1 through 163 above as if fully set forth herein.

9 165. PLAINTIFFS are the sole and rightful owner of all rights, title, and
10 interest in and to JENNI's sound recordings, musical compositions, other musical
11 works, and NIL, except as expressly provided in the 1993, 1995, and 1996 Recording
12 Agreements, as well as all proceeds stemming therefrom.

13 166. As it relates to the rights granted pursuant to the 1993, 1995, 1996, and
14 2005 Recording Agreements, PLAINTIFFS are the rightful owner of royalties
15 wrongfully retained by DEFENDANTS in connection therewith.

16 167. In contravention of PLAINTIFFS' rights, DEFENDANTS took
17 possession of, and have used for their own personal and financial benefit, and/or
18 wrongfully transferred or retained, significant monies from the exploitation of
19 JENNI's sound recordings, musical compositions, other musical works, and NIL.

20 168. As a direct and proximate result of DEFENDANTS' use and/or
21 wrongful transfer and retainment of such monies, PLAINTIFFS have been damaged
22 in an amount to be determined at trial.

23 **EIGHTH CLAIM FOR RELIEF**

24 **Improper Recipient**

25 **(Against all Defendants)**

26 169. PLAINTIFFS repeat and reallege the allegations set forth in paragraphs
27 1 through 168 above as if fully set forth herein.

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- 8. Rescission of the 1993, 1995, and 1996 Recording Agreements, and all rights granted to, or by, CINTAS pursuant thereto;
- 9. A full accounting and restitution;
- 10. Injunctive and declaratory relief;
- 11. Establishment of a constructive trust; and
- 12. Such other and further relief as this Court deems necessary and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial pursuant Rule 38 of the Federal Rules of Civil Procedure and Local Rule 38-1.

Dated: September 20, 2023 CRITERION COUNSEL, LAW CORPORATION

By: /s/ Christopher Q. Pham _____
Christopher Q. Pham, Esq.

Attorneys for Plaintiffs