

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ADRIAN VELASQUEZ, an individual,

Plaintiff,

vs.

MARCO ANTHONY ARCHER, an individual; PHORA LLC, a California limited liability company; PHORA ENTERTAINMENT INC., a terminated California corporation; WARNER RECORDS INC. f/k/a WARNER BROS. RECORDS INC., a Delaware corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No.: 23STCV30337

**COMPLAINT FOR:**

- (1) **FRAUD AND DECEIT (INTENTIONAL MISREPRESENTATION)**
- (2) **FRAUD AND DECEIT (CONCEALMENT)**
- (3) **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**
- (4) **BREACH OF IMPLIED-IN-FACT CONTRACT**
- (5) **INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**
- (6) **NEGLIGENCE**
- (7) **CONVERSION**
- (8) **UNJUST ENRICHMENT**
- (9) **CONSTRUCTIVE FRAUD (RECESSION)**
- (10) **MONEY HAD AND RECEIVED**
- (11) **ACCOUNTING**
- (12) **DECLARATORY RELIEF**
- JURY TRIAL DEMANDED**

1 Plaintiff Adrian Velasquez p/k/a Eskupe (“Eskupe”) hereby brings the following claims  
2 against Defendants Marco Anthony Archer p/k/a Phora (“Phora”), Phora LLC (“PL”), Phora  
3 Entertainment Inc. (“PE”) (Phora, PL, and PE are herein collectively “Phora Defendants”), Warner  
4 Records Inc. f/k/a Warner Bros. Records (“Warner”), (Phora, PL, PE, and Warner are herein  
5 collectively “Defendants”), and DOES 1-20, and with knowledge as to himself and otherwise on  
6 information and belief, claims and alleges as follows:

7 **INTRODUCTION**

8 1. Creative theft in the entertainment industry has become a forefront issue. Its  
9 perpetrators pillage the labor of lesser-known, hard-working creators, while unapologetically  
10 exploiting such work as exclusively their own. The flagrant pilfering of the creative victims’  
11 intellectual property is no more alive than in the music industry where innocent songwriters, artists,  
12 and producers are routinely left as collateral damage. This is such a case.

13 2. The instant case involves blatant misrepresentations by Phora (acting on behalf of  
14 Defendants) followed and combined with the intentional and unauthorized forgery, duplication,  
15 copying, and/or replication of Eskupe’s signatures intended to fraudulently transfer and hide the theft  
16 of Eskupe’s ownership, rights, and interests to the master recordings which Eskupe jointly created.  
17 The theft includes but is not limited to, the right to share in the monies derived from the exploitation  
18 of the jointly created music. Defendants through their unlawful acts have committed, contributed,  
19 participated in, and/or reaped the benefits of the theft and fraudulent transfer.

20 3. Eskupe is a talented yet lesser-known musical producer and artist with over a decade  
21 of experience amassing approximately one billion streams and views on streaming platforms on  
22 songs, including music videos, that he produced and created.

23 4. Between 2012 to the present, Eskupe has co-created approximately sixty-four (64)  
24 tracks together with the artist Phora, many of which have achieved considerable popularity. Their  
25 co-created collection of musical works is provided as Exhibit “A” attached hereto (“Joint Works”).

26 5. In part due to the popularity of the Joint Works, Warner signed Phora to a lucrative  
27 record label deal in or around 2017.

28 ///

6. Rather than sharing the benefits, rights, and interests of being joint owners, Defendants concocted a scheme to intentionally defraud Eskupe and usurp all of his ownership of and rights to the Joint Works. Defendants intended to seize all rights, benefits, and interests of the Joint Works for themselves while leaving Eskupe with nothing.

7. In furtherance of this scheme, Phora and/or his representatives/agents (acting on behalf of Defendants) forged, copied, duplicated, and/or replicated Eskupe's signature and affixed it to two (2) separate Certificates of Employment as well as a Producer Agreement (collectively "Agreements") without Eskupe's consent or authorization. These fraudulently signed Agreements effectively transferred all of Eskupe's rights, ownership, and interests in the Joint Works exclusively to Phora and/or Warner.

8. At all relevant times, Warner provided authority for Phora to act as its agent and has allowed and benefitted, and will continue to benefit, from this scheme as the Agreements eliminate the necessity for any clearances, shared profits, or credit to the Joint Works for anyone other than Phora and/or Warner.

9. Further, at all relevant times herein, Warner failed to reasonably and appropriately verify the accuracy and validity of the Agreements that Eskupe was alleged to have signed.

## **THE PARTIES**

10. Eskupe is a music producer and artist based in Los Angeles and Orange County, California. At all times relevant herein, Eskupe is and has been a resident of Los Angeles, California.

11. Phora is a music recording artist who, upon information and belief, is currently under contract as a recording artist with Warner. At all times relevant herein, Phora is and has been a resident of Los Angeles, California.

12. Phora LLC is Phora's active holding company and is headquartered in Los Angeles, California. At all times relevant herein, PL conducted substantial business in Los Angeles, California.

13. Phora Entertainment Inc. is Phora's former holding company which is no longer active since October 26, 2020, and is headquartered in Los Angeles. At all times relevant herein, PE has conducted substantial business in Los Angeles.

14. Warner Records Inc. formerly known as Warner Bros. Records Inc., is an American record label headquartered in Los Angeles, California. At all times relevant herein, Warner conducted substantial business in Los Angeles, California.

15. Does 1 through 20 are individuals and/or entities whose true names and capacities are currently not known to Plaintiff. Does 1 through 20 are legally responsible and liable to Plaintiff to the extent of the liability of the named Defendants. Plaintiffs will seek leave of the Court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does when such identities and capacities become known.

16. At all times relevant herein, each of the Defendants was the agent, servant, employee, joint-venturer, partner and/or alter ego of each of the named Defendants herein and were at all times operating and acting within the purpose and scope of said agency, service, employment, joint venture, partnership and/or alter ego. Each Defendant has rendered substantial assistance and encouragement to the other Defendants, acting in concert knowing that its conduct was wrongful and/or unlawful, and each Defendant has ratified and approved the acts of each of the remaining Defendants.

## **JURISDICTION AND VENUE**

16. This Court has subject matter jurisdiction over this action because the action seeks damages in excess of the jurisdictional minimum of this Court as well as the issuance of equitable relief within the jurisdiction of this Court.

17. This Court has personal jurisdiction because Defendants, and each of them, whether named directly herein or unnamed and sued by a fictitious name, reside and/or transact business and have substantial contacts within the County of Los Angeles, State of California.

16. Venue in this Court is proper pursuant to, without limitation, Code of Civil Procedure § 395, because Defendants, and each of them, reside and/or transact business in this County and/or the obligations herein were entered into and/or obligated to be performed in this County.

## **BACKGROUND FACTS**

### *A. Phora and Eskupe's Joint Musical Works*

19. In 2012, Phora first teamed up with Eskupe to release a project titled "Still a Kid,"

1 released in or around November 2012. Eskupe is responsible for producing four (4) out of the twenty  
2 (20) songs on the project including songs titled “Fuck You,” “Before It’s Over,” “If I Gave You My  
3 Heart,” and “Real?”.

4 20. In 2013, Phora again teamed up with Eskupe to release a project titled “One Life To  
5 Live,” released in or around July 2013. Eskupe is responsible for producing eight (8) out of the  
6 fourteen (14) songs on the project including songs titled “Pain,” “No Matter What,” “The Breeze,”  
7 “Make Some Way,” “Mercy,” “Nothing Like,” “The White Owl,” and “Thankful.”

8 21. In 2014, Phora again teamed up with Eskupe to release a project titled “Sincerely  
9 Yours,” released in or around May 2014. Eskupe is responsible for producing seven (7) out of the  
10 eighteen (18) songs on the project including songs titled “Catharsis,” “Father,” “Swampmeet  
11 Steelo,” “No Other Way,” “Father Pt. 2,” “Soulstar,” and “My Story.”

12 22. Later in 2014, Phora again teamed up with Eskupe to release a project titled “Nights  
13 Like These,” released in or around December 2014. Eskupe is responsible for producing one (1)  
14 song on the project titled “Stay True.”

15 23. Phora became a “break out artist” until 2015 when he again teamed up with Eskupe  
16 who produced twelve (12) out of the sixteen (16) songs on the hit project “Angels with Broken  
17 Wings.” Eskupe is responsible for producing songs titled “Unspoken,” “The World,” “The  
18 Pressure,” “Halos & Devil Horns,” “People,” “Wish You Knew,” “Angels With Broken Wings,”  
19 “Deeper Than Blood,” “Grateful,” “The Beauty Inside,” God’s Plan,” and “Counting My Blessings.”

20 24. In 2016, Phora again teamed up with Eskupe to release a project titled “With Love,”  
21 released in or around October 2016. Eskupe is responsible for producing six (6) out of the fourteen  
22 (14) songs on the project including songs titled “Sinner,” “Distance,” “Fake Smiles,” “What I Like,”  
23 and “Scars,” and “I Think I Love You.”

24 25. Following the success of the aforementioned projects, Phora signed a lucrative record  
25 deal with Warner on November 2, 2016.

26 26. In August 2017, Warner released Phora’s debut album “Yours Truly Forever,” which  
27 Eskupe produced fifteen (15) of the sixteen (16) tracks including songs titled “God,” “R U Still,”  
28 “Facts,” “Way 2 Much,” “Sinner Pt. 2,” “To The Moon,” “Forever,” “Numb,” “Rider,” “Loyalty,”

1 “No Looking Back,” “Everybody Knows,” “Run To,” “In My Eyez,” and “When It’s Over.”

2       27. In addition to the aforementioned songs, Eskupe also produced eleven (11) singles for  
3 Phora including songs titled “Payback,” “You & I,” “Don’t Worry,” “Topic of Discussion,” “Think  
4 Again,” “Bounce Rock,” “Weakness,” “Before It’s Over Pt. 2,” “With You,” and “Faithful.”

5       28. Throughout the creation of the Joint Works, to which Eskupe contributed substantial  
6 and valuable contributions to, Eskupe and Phora failed to execute a written agreement. It was  
7 understood by Eskupe and Phora that they were joint authors in the Joint Works and they intended to  
8 own the Joint Works jointly and equally.

9       29. At no time has Eskupe authorized anyone to execute any agreement on his behalf that  
10 determined or altered any of the ownership, rights, and interests in and/or to the Joint Works.

11           ***B. Certificates of Employment***

12       30. In or around 2017, Warner communicated with Phora and requested Eskupe’s fees  
13 and royalty rates on Warner’s project “Run To.” Phora then intentionally, incorrectly, and  
14 fraudulently informed Warner that Eskupe’s “fees and royalty rates are both at 0.” Without verifying  
15 this information with Eskupe, Warner emailed Phora a Certificate of Employment agreement, dated  
16 March 16, 2017, and requested that Phora obtain Eskupe’s signature and return the signed certificate  
17 to Warner “as soon as possible to send music out ASAP.” By and through its words and conduct,  
18 Warner authorized Phora to act as its agent.

19       31. Following Warner’s request, Phora intentionally misrepresented to Jesus Rivera  
20 (“Rivera”), Phora’s assistant and agent/representative at the time, that Eskupe’s signature was  
21 required by Warner for a basic “music video clearance” so that Phora and Warner had permission to  
22 create a music video for the single “Run To” (“Phora’s Representation”). Phora failed to inform  
23 Rivera that Phora and/or Warner intended to usurp all of Eskupe’s ownership, rights, and interests to  
24 “Run To.”

25       32. Phora tasked Rivera to acquire Eskupe’s signature. As instructed by Phora, Rivera  
26 asked Eskupe for his signature and relayed Phora’s Representation to explain why it was needed.

27       33. Having been explained to and believing that his signature would be utilized for the  
28 specific and limited purpose outlined in Phora’s Representation, Eskupe texted his signature (the

1 “Signature”) into a group chat. The group chat was comprised of Rivera, Phora, Anthony Ruiz p.k.a.  
2 Anthro Beats, and Phora’s girlfriend at the time, Destiny Blakley (the “Group Chat”). In reliance on  
3 Phora’s Representation, Eskupe’s Signature was provided for a very limited purpose.

4       34. Rather than for the intended purpose for which the Signature was provided, it was  
5 later discovered that the Signature was affixed to *two* separate agreements: (1) Certificate of  
6 Employment No. 1 – dated March 16, 2017, (“Certificate No. 1”) (See Exhibit “B”), and (2)  
7 Certificate of Employment – dated generally as August 2017 (“Certificate No. 2”) (See Exhibit “C”)  
8 (collectively “Certificates”).

9       35. Upon inspection of the Certificates, Eskupe recognized the Signature on these  
10 documents as the one he provided to the Group Chat pursuant to Phora’s Representation. Phora did  
11 not authorize the use of the Signature for the Certificates.

12       36. Before detecting the fraudulently signed Certificates, Eskupe never was approached  
13 with the Certificates, he never saw nor reviewed the Certificates, the contents of the Certificates  
14 were never discussed with him or explained to him, nor did Eskupe sign nor authorize anyone to sign  
15 the Certificates as written on his behalf.

16       37. Upon information and belief, the Certificates were intentionally concealed from  
17 Eskupe for some time to hide their fraudulent nature.

18                   i. **Certificate No. 1**

19       38. Certificate No. 1 is an agreement regarding the hit single titled “Run To,” whereby,  
20 according to the certificate, Eskupe was purported to have agreed that rather than jointly owning the  
21 master recording of “Run To,” Eskupe would instead deem this master recording as:

22                   “works ‘made-for hire’...and if not be a ‘work-for-hire’ then Producer (Eskupe)  
23 hereby irrevocably grants, transfers, conveys and assigns to Company (Warner) the  
24 entirety of the rights, titles, and interests Producer has or may have...that Company  
25 is and shall be deemed the author and/or exclusive owner...throughout the world of  
all rights of any kind...” thereby relinquishing his ownership and rights to the master  
recording of “Run To.”

26       39. In or around 2017, following Warner’s request that Phora acquire Eskupe’s signature  
27 on Certificate No. 1, Phora represented to Rivera that Eskupe’s signature was required for a music  
28 video clearance for the song titled “Run To.” Phora tasked Rivera to acquire Eskupe’s signature

1 based on Phora's Representation. Eskupe is informed and believes that Rivera did not read through  
2 Certificate No. 1 and lacked awareness of its contents. Instead, Rivera relied solely on Phora's  
3 Representation prior to requesting Eskupe's signature.

4       40. Due to Phora's Representation, Rivera requested Eskupe's signature for the limited  
5 purpose that Phora had described to him. Rivera explained to Eskupe that, as a joint author in the  
6 song "Run To," his permission was required before Warner could film the music video. Based on  
7 Phora's Representation, Rivera further explained that the matter was urgent because Defendants  
8 wanted to film a music video and get it out as soon as possible. Unbeknownst to Rivera at the time,  
9 rather than granting authorization to shoot the music video for "Run To," Certificate No. 1 purported  
10 to transfer all of Eskupe's ownership, rights, and interests in the jointly owned work exclusively to  
11 Phora and/or Warner.

12       41. In or around March 2017, Eskupe provided his Signature to Rivera via the Group  
13 Chat for a limited purpose pursuant to Phora's Representation. At this time, Eskupe was unaware of  
14 and did not authorize his signature for the broader use of transferring his entire ownership, rights,  
15 and interests in the work.

16       42. Soon thereafter, upon information and belief, Rivera affixed the Signature to  
17 Certificate No. 1 per Phora's instructions. Eskupe was not provided with Certificate No. 1 to review  
18 prior to Rivera affixing the Signature to the document.

19       43. The effect of Certificate No. 1, among many things, was to deliver the master  
20 recording of "Run To" unencumbered to "Warner Bros Records ("Record Company") pursuant to  
21 the recording agreement between Artist and Record Company dated November 2, 2016."

22       44. Certificate No. 1 purported to grant the transfer of Eskupe's ownership and rights in  
23 the song "Run To," in exchange for "good and valuable consideration," the value of which was not  
24 identified or specified in the document. Eskupe contends that he did not receive any consideration  
25 with respect to Certificate No. 1 from Phora or Warner. Further, Eskupe is informed and believes  
26 that Defendants are unable to verify the "good and valuable consideration" that was allegedly  
27 provided to Eskupe pursuant the language of Certificate No. 1.

28       ///

1                   ii. Certificate No. 2

2         45. Certificate No. 2 is an agreement regarding the album titled “Yours Truly Forever,”  
3 whereby, pursuant to this document, Eskupe was purported to have agreed that – rather than jointly  
4 owning eleven (11) of the master recordings on the project including, “God,” “R U Still,” “Facts,”  
5 “Way 2 Much,” “Sinner Pt. 2,” “To The Moon,” “Numb,” “Rider,” “Loyalty,” “No Looking Back,”  
6 and “When It’s Over,” – Eskupe would deem these master recordings as “works as ‘made for hire’  
7 for Company (PE)”.

8         46. Further, Certificate No. 2 states that “[c]ontributor (Eskupe) further acknowledges,  
9 certifies and agrees that Company (PE) is and shall be deemed the author and/or exclusive owner of  
10 all of the foregoing for all purposes and the exclusive owner throughout the world of all the rights  
11 comprised in the copyright thereof...in perpetuity,” and that “Contributor [Eskupe] did not make any  
12 contributions to the underlying musical composition embodied in the Masters and is not entitled to a  
13 claim in authorship and/or publishing interest stemming therefrom.”

14         47. These master recordings were to be “delivered by Artist (Phora) to Warner Bros  
15 Records pursuant to the recording agreement between Artist (Phora) and the Record Company  
16 (Warner) dated November 2, 20216.”

17         48. Essentially, Certificate No. 2 purported to relinquish Eskupe’s interests, ownership,  
18 and rights in the master recordings on the album “Yours Truly Forever,” to Phora who was to then  
19 deliver them to Warner unencumbered.

20         49. Upon information and belief, between September 2017 and October 2017, Phora’s Of  
21 Counsel at the time, Carron Mitchell and Phora’s agent, Andrew Lieber, were pressuring Phora and  
22 his team to acquire Eskupe’s signature for Certificate No. 2 at Warner’s request. During this time,  
23 Eskupe and Phora/Phora’s team were not communicating.

24         50. In or around October 14, 2017, Phora instructed and pressured Rivera to use Eskupe’s  
25 Signature they already possessed and to affix it onto Certificate No. 2. Pursuant to Phora’s orders,  
26 Rivera forged, duplicated, copies, and/or replicated and affixed the Signature to Certificate No. 2.  
27 Eskupe is informed and believes that Rivera did not read through the contents of Certificate No. 2  
28 prior to utilizing Eskupe’s signature as instructed to by Phora.

1       51. Prior to Rivera utilizing Eskupe's signature on Certificate No. 2, Eskupe was not  
2 provided with Certificate No. 2 to review, was completely unaware of its existence or contents, and  
3 did not authorize the use of his signature.

4       52. Outrageously, Certificate No. 2 purported to grant Phora and Warner, through PE,  
5 sole and exclusive ownership of the master recordings on this album in exchange for "good and  
6 valuable consideration in the amount of \$1.00." However, Eskupe contends that he did not receive  
7 any consideration with respect to Certificate No. 2. Further, Eskupe is informed and believes that  
8 Defendants are unable to verify that any alleged consideration was provided to Eskupe pursuant the  
9 language of Certificate No. 2.

10      53. Although Certificate No. 2 was dated generally in August 2017, Eskupe was first  
11 provided with this agreement on April 26, 2023, after a representative of Eskupe demanded all  
12 agreements concerning the album "Yours Truly Forever" from Warner.

13      ***C. Producer Agreement***

14      54. Equally, if not more peculiar, on or about September 14, 2022, Eskupe discovered for  
15 the first time a non-dated Producer Agreement ("Producer Agreement") allegedly entered into by  
16 Eskupe and Phora. (See Exhibit "D") The Producer Agreement was first provided to Eskupe's  
17 representative via email through Phora's lawyer at the time, Matthew Buser, Esq., of Buser Legal.

18      55. Upon inspection of the Producer Agreement, Eskupe immediately observed the  
19 signature that was purported to be his, was in fact not his signature. Upon information and belief, the  
20 signature appearing on the document is a blatant forgery, duplication, and/or replication of Eskupe's  
21 signature.

22      56. This Producer Agreement stated that "[a]s of May 2<sup>nd</sup>, 2017 Adrian Velasquez agrees  
23 to grant Marco Archer (Phora) all exclusive rights, masters, and royalties for the songs he produced  
24 during his time working for Phora." The agreement went on to state this agreement includes "all  
25 production and co-production for Phoras albums 'With Love,' 'Sincerely Yours,' 'One Life To  
26 Live,' 'Angels With Broken Wings,' "Still A Kid,'" and "any other singles he produced for Phora  
27 that were released before May 2<sup>nd</sup>, 2017." Lastly, the agreement stated, "Phora agrees to be  
28 responsible for the clearing of all samples used on any of these songs."

1        57. Essentially, this document relinquished all of Eskupe's ownership, rights, and  
2 interests to Phora from *every single* Joint Work that was created by Phora and Eskupe .

3        58. Interestingly, this short "agreement" failed to include any reference whatsoever to the  
4 consideration that was allegedly exchanged for this transfer of rights.

5        59. Prior to the Producer Agreement's discovery in 2022, Eskupe was never provided  
6 with the Producer Agreement to review, was completely unaware of its existence or contents, and  
7 did not authorize the use of his signature.

8                  ***D. Eskupe has Unequivocally Never Assigned his Copyrights, Intellectual Property, or***  
9                  ***Royalties to Defendants***

10        60. Eskupe maintains he did not sign, nor did he authorize anyone to sign, the Certificates  
11 and/or the Producer Agreement.

12        61. Upon information and belief, the Signatures on the Certificates were fraudulently  
13 affixed, forged, duplicated, copied, and/or replicated by Phora, acting on behalf of Warner, and/or  
14 his agents/representatives without Eskupe's authorization or consent.

15        62. Upon information and belief, the signature on the Producer Agreement was  
16 fraudulently affixed, forged, duplicated, and/or replicated by Phora, acting on behalf of Warner,  
17 and/or his agents or representatives without Eskupe's authorization or consent.

18        63. In all instances, Eskupe's signature was forged, duplicated, copied, and/or replicated  
19 without Eskupe's authorization or consent with the intent to deprive Eskupe of the ownership, rights,  
20 and interests from the Joint Works, without limitation to the compensation derived thereof.

21        64. Defendants benefited from these fraudulent acts to the detriment of Eskupe.

22                  **FIRST CLAIM FOR RELIEF**

23                  **(Fraud and Deceit – Intentional Misrepresentation As Against all Defendants and DOES 1-20)**

24        65. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64  
25 inclusive, as if set forth fully herein.

26        66. Eskupe alleges upon information and belief that at all relevant times herein, Warner  
27 authorized Phora to act on its behalf.

28        ///

1       67. Eskupe alleges upon information and belief that Phora's Representation enumerated  
2 above in Paragraph 31 was in fact, false.

3       68. Upon information and belief, Rivera made Phora's Representation to Eskupe at the  
4 direction of Phora on behalf of all Defendants.

5       69. Eskupe further alleges on information and belief that at the time Rivera made Phora's  
6 Representation to Eskupe and at all relevant times alleged herein, Phora knew that such  
7 representations were false in that, among other things, Phora intended to use Eskupe's signature and  
8 replicate, duplicate, copy, and/or forge it onto documents including the Certificates and Producer  
9 Agreement.

10      70. Eskupe further alleges on information and belief that Rivera made the representation  
11 at the direction of Phora on behalf of all Defendants in an attempt to usurp Eskupe's ownership,  
12 rights, and interests to the Joint Works for Warner and Phora Defendants.

13      71. At the time of Phora's Representation, Eskupe was ignorant of the falsity of the  
14 representation and could not, in the exercise of reasonable diligence, have discovered the falsity of  
15 such representations.

16      72. As a result of Phora's Representation, Eskupe provided his signature to Rivera,  
17 Phora's agent/representative, as requested for a limited purpose significantly exceeded by the  
18 Certificates and Producer Agreement.

19      73. Had Eskupe known the truth with respect to Phora's Representation, Eskupe would  
20 not have provided his Signature to Rivera. Had Eskupe known that Phora intended to use a replicate,  
21 duplicate, and/or forge Eskupe's signature for other documents including the Certificates and  
22 Producer Agreement, Eskupe would not have provided his Signature to Rivera.

23      74. As a direct and proximate result of Phora's conduct on behalf of all Defendants,  
24 Eskupe suffered damages and will continue to suffer damages according to proof at trial.

25      75. The aforementioned conduct by Phora, on behalf of all Defendants and DOES 1  
26 through 20, and each of them, was intentional and done to deprive Eskupe of property and/or legal  
27 rights or otherwise causing injury, and was despicable conduct that subjected Eskupe to a cruel and  
28 unjust hardship in conscious disregard of Eskupe's rights, to justify an award of exemplary and  
punitive damages.

**SECOND CLAIM FOR RELIEF**

**(Fraud and Deceit – Concealment As Against all Defendants and DOES 1-20)**

76. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64 inclusive, as if set forth fully herein.

77. As set forth herein, an implied-in-fact agreement existed between Eskupe and Phora Defendants whereby they share an equal and undivided interest in the Joint Works which they jointly created. Under the implied-in-fact agreement, all rights, powers, revenue, and profits were to be shared equally by all joint authors of the Joint Works.

78. Eskupe alleges upon information and belief that at all relevant times herein, Warner authorized Phora to act on its behalf.

79. Upon information and belief, Rivera made Phora's Representation to Eskupe at the direction of Phora on behalf of all Defendants.

80. As set forth herein, Rivera made Phora's Representation to Eskupe, which in fact, was false.

81. As set forth herein, Phora intentionally failed to disclose that Eskupe's Signature would be duplicated, copied, and/or replicated and affixed to the Certificates and Producer Agreement.

82. At the time of Phora's Representation, Eskupe was ignorant of these concealed facts and could not, in the exercise of reasonable diligence, have discovered the falsity of the concealed facts.

83. Upon information and belief, Phora intended to deceive Eskupe to defraud him and deprive him of his intellectual property rights, interests, and ownership in the Joint Works.

84. Had Eskupe known the omitted information, Eskupe would not have provided his Signature to Phora.

85. As a direct and proximate result of Phora's conduct, Eskupe suffered damages and will continue to suffer damages according to proof at trial.

86. Phora's concealment was a substantial factor in causing Eskupe's harm.

87. The aforementioned conduct of Phora, on behalf of all Defendants and DOES 1 through 20, and each of them, was intentional and done to deprive Eskupe of property and/or legal

1 rights or otherwise causing injury, and was despicable conduct that subjected Eskupe to a cruel and  
2 unjust hardship in conscious disregard of Eskupe's rights, to justify an award of exemplary and  
3 punitive damages.

4 **THIRD CLAIM FOR RELIEF**

5 **(Breach of the Covenant of Good Faith and Fair Dealing As Against Phora Defendants and  
6 Does 1-20)**

7 88. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64,  
8 inclusive, as if set forth fully herein.

9 89. Through their actions, Eskupe and Phora Defendants entered into an agreement where  
10 they share an equal and undivided interest in the Joint Works. The agreement included an implied  
11 covenant of good faith and fair dealing whereby neither party would do anything which would have  
12 the effect of destroying or injuring the right of the other party to receive the benefits of the  
13 agreement.

14 90. As a direct result of the aforementioned fraudulent conduct, Phora Defendants  
15 breached the covenant of good faith and fair dealing.

16 91. As a direct result of the aforementioned conduct, Phora violated the implied covenant  
17 of good faith and fair dealing by, among other things, replicating, duplicating, and/or forging the  
18 Certificates and Producer Agreement intended to usurp and interfere with Eskupe's interest,  
19 ownership in, and rights to the Joint Works.

20 92. As a result of these breaches of the implied covenant of good faith and fair dealing,  
21 Eskupe has been damaged generally and specially in a sum according to proof, plus interest,  
22 including by his loss of the compensation and other benefits to which he is entitled under the  
23 agreement and what he would have earned through the agreement had defendants not breached the  
24 Agreement.

25 93. As a proximate result of the intentional conduct by Phora, on behalf of Phora  
26 Defendants, and DOES 1 through 20, Eskupe has been damaged generally and specially in a sum  
27 according to proof, including interest thereon at the legal rate.

## **FOURTH CLAIM FOR RELIEF**

**(Breach of Implied-In-Fact Contract As Against Phora Defendants and DOES 1-20)**

94. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64 inclusive, as if set forth fully herein.

95. By and through their actions, Eskupe and Phora Defendants entered into an agreement whereby they share an equal and undivided interest in the Joint Works which were jointly created. The agreement included an implied covenant of good faith and fair dealing whereby neither party would do anything which would have the effect of destroying or injuring the right of the other party to receive the benefits of the agreement.

96. Through Phora's conduct as alleged herein, Phora Defendants breached the implied-in-fact agreement.

97. As a direct and proximate result of Phora's conduct, Eskupe has been damaged in an amount subject to proof at trial, in excess of the jurisdictional minimum of this Court.

98. Phora, acted intentionally, fraudulently, maliciously, and/or oppressively in willful and conscious disregard of Eskupe's rights and with intent to damage Eskupe. By reason thereof, Eskupe is entitled to punitive damages in an amount appropriate to punish and make an example of Phora Defendants to the community.

## FIFTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress As Against all Defendants and DOES 1-20)

99. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

100. Eskupe alleges upon information and belief that at all relevant times herein, Warner authorized Phora to act on its behalf.

<sup>101</sup> Phora's conduct as alleged herein was at all times extreme and outrageous.

102. Phora's conduct as alleged herein was intended to cause Eskupe emotional distress and/or with reckless disregard for the probability of causing such emotional distress.

103. As a result of Phora's conduct as alleged herein, Eskupe suffered severe emotional distress.

104. Phora's conduct was a substantial factor in causing Eskupe's severe emotional distress.

105. As a direct and proximate result of Phora's infliction of emotional distress, Eskupe has been damaged in an amount subject to proof at trial, in excess of the jurisdictional minimum of this Court.

106. Phora acted intentionally, fraudulently, maliciously, and/or oppressively in willful and conscious disregard of Eskupe's rights and with intent to damage Eskupe. By reason thereof, Eskupe is entitled to punitive damages in an amount appropriate to punish and make an example of all Defendants to the community.

## **SIXTH CLAIM FOR RELIEF**

**(Negligence As Against Warner and DOES 1-20)**

107. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

108. By their actions, Eskupe and Phora Defendants entered into an agreement where they share an equal and undivided interest in the Joint Works.

109. As set forth herein, Phora submitted fraudulent documents to Warner including the Certificates and Producer Agreement intended to usurp Eskupe's ownership, rights, and interest to the Joint Works and acquire all the benefits therefrom for himself and Warner.

110. As set forth herein, Warner, as a professional entertainment company and record label, was required to exercise such skill, prudence, and diligence as other professional members of the music industry commonly possess and exercise in Los Angeles County, California. Warner's professional services fell below the applicable standard of care for the reasons set forth herein.

111. As set forth herein, Warner breached the duty of care owed to Eskupe.

112. Warner's negligent acts and omissions were below the standard of care for comparable entertainment companies and record labels who practice in Los Angeles County, California. Warner's negligence was a substantial factor in causing Eskupe's damages.

113. As a direct and proximate result of Warner's actions, Eskupe has suffered and will continue to suffer damages in an amount to be proven at trial but in no event less than this Court's jurisdictional minimum.

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**SEVENTH CLAIM FOR RELIEF**  
**(Conversion As Against All Defendants and DOES 1-20)**

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3       114. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64,  
4 inclusive, as if set forth fully herein.

5       115. As set forth herein, Eskupe has a right to an equal share, as do the other co-creators,  
6 of the monies attributable to earnings from the Joint Works.

7       116. Defendants substantially interfered with Eskupe's right to said monies by fraudulently  
8 transferring Eskupe's rights to the Joint Works and wrongfully withholding the monies from Eskupe.

9       117. Eskupe did not consent to Defendants fraudulently transferring Eskupe's ownership,  
10 rights, and interests to the Joint Works and/or the withholding of the monies attributable thereto.

11       118. As a direct and proximate result of Defendants' actions, Eskupe has suffered and will  
12 continue to suffer damages in an amount to be proven at trial but in no event less than this Court's  
13 jurisdictional minimum. In connection with the above-alleged conduct, Defendants are guilty of  
14 oppression, fraud, and malice for the benefit of Defendants. Eskupe is therefore entitled to punitive  
15 damages in an amount appropriate to punish and make an example of Defendants to the community.

16

**EIGHTH CLAIM FOR RELIEF**  
**(Unjust Enrichment As Against All Defendants and DOES 1-20)**

17

18       119. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64,  
19 inclusive, as if set forth fully herein.

20       120. As set forth above, Eskupe's assets including his ownership, rights, and interests in  
21 the Joint Works have been fraudulently diverted as a result of the fraudulent conduct set forth herein  
22 on behalf of all Defendants.

23       121. Eskupe is informed and believes and thereon alleges that Defendants' retention of  
24 Eskupe's assets, and the profits the assets generated thereof, is wrongful and without basis.

25       122. Based on the allegations set forth herein and that under California law, one who  
26 wrongfully obtains a thing is an involuntary trustee thereof, for the benefit of the owner (Eskupe).  
27 Eskupe alleges on information and belief that one who gains a thing by fraud, accident, mistake,  
28 undue influence, the violation of a trust, or other wrongful acts is, unless he or she has some other

1 and better right thereto, an involuntary trustee of the thing gained, for the person who would have  
2 otherwise had it.

3       123. Under these provisions, Defendants hold Eskupe's ownership, rights, and interests to  
4 the Joint Works wrongfully retained as described herein for the benefit of Eskupe. Retention of such  
5 items by Defendants would result in their wrongful and unjust enrichment.

6       124. Eskupe is informed and believed and thereon alleges under California law, an  
7 equitable constructive trust may be imposed to prevent unjust enrichment where money has been  
8 wrongfully acquired or detained. Eskupe has a right to his portion of the ownership, rights, and  
9 interests of the Joint Works at issue, and Defendants do not. Eskupe is informed and believes and  
10 thereon alleges that Defendants engaged in fraudulent actions as set forth herein.

11       125. Eskupe did not consent to the wrongful and unlawful transfer of his ownership, rights,  
12 and interests of the Joint Works resulting from the fraudulent actions alleged herein.

13       126. As a result of the facts stated herein, Defendants hold whatever ownership, rights,  
14 profits, money, interest or claimed interest in the money and assets solely for the benefit of Eskupe,  
15 as constructive trustees.

16       127. As a result of Defendants' fraudulent conduct as set forth herein, Eskupe is entitled to  
17 the ownership and rights of the Joint Works that were fraudulently transferred to Defendants.  
18 However, Defendants have failed and refused and continue to fail and refuse to convey Eskupe's full  
19 share of ownership, rights, and interests of the Joint Works, and profits derived therefrom, to the  
20 detriment of Eskupe. On information and belief, Phora continues to wrongfully contend that Eskupe  
21 is not entitled to such funds. At all times herein mentioned, Eskupe was unaware, and could not have  
22 discovered in the exercise of reasonable diligence, that Defendants intended to commit acts of fraud  
23 as set forth herein.

24       128. Eskupe alleges on information and belief that Defendants conducted themselves as  
25 described herein to improperly take advantage of Eskupe and to wrongfully acquire and maintain the  
26 assets so that Defendants may wrongfully attempt to construct a claim as to ownership, rights, and  
27 interests to the Joint Works and/or so they may attempt to retain profits obtained via the Joint Works  
28 at Eskupe's expense.

129. The facts and equities of this case mandate that a constructive trust be created and that Defendants release all claims and/or claimed interests in ownership, rights, and interests in the Joint Works, as well as the profits, past and future, received therefrom.

130. As a proximate result of the conduct by the Defendants as alleged herein, Eskupe has been damaged generally and specially in a sum according to proof, including interest thereon at the legal rate.

131. The acts of fraud, as described herein, were done willfully, fraudulently, maliciously, oppressively, with conscious disregard of the rights of, and with the intent to injure and deceive Eskupe of property and legal rights, thus entitling Eskupe to recover exemplary damages under California Civil Code section 3294 in amounts sufficiently punish and set an example to the aforementioned Defendants.

**NINTH CLAIM FOR RELIEF**  
**(Constructive Fraud - Rescission As Against All Defendants and DOES 1-20)**

132. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

133. Eskupe alleges upon information and belief that at all relevant times herein, Warner authorized Phora to act on its behalf.

134. Eskupe alleges upon information and belief that Phora's Representation enumerated above in Paragraph 31 was in fact, false.

135. Upon information and belief, Rivera made Phora's Representation to Eskupe at the direction of Phora on behalf of all Defendants.

136. Eskupe further alleges on information and belief that at the time Rivera made Phora's Representation to Eskupe and at all relevant times alleged herein, Phora knew that such representations were false in that, among other things, Phora intended to use Eskupe's signature and replicate, duplicate, copy, and/or forge it onto documents including the Certificates and Producer Agreement.

137. Eskupe further alleges on information and belief that Rivera made the representation at the direction of Phora on behalf of all Defendants in an attempt to usurp Eskupe's ownership, rights, and interests to the Joint Works for Warner and Phora Defendants.

1       138. At the time of Phora's Representation, Eskupe was ignorant of the falsity of the  
2 representation and could not, in the exercise of reasonable diligence, have discovered the falsity of  
3 such representations.

4       139. As a result of Phora's Representation, Eskupe provided his signature to Rivera,  
5 Phora's agent/representative, as requested for a limited purpose significantly exceeded by the  
6 Certificates and Producer Agreement.

7       140. At the time of Phora's Representations, Phora and Warner knew or should have  
8 known that Eskupe possessed interest, rights, ownership and/or royalties to the Joint Works.

9       141. As set forth above, Phora and Warner misled Eskupe by failing to disclose the  
10 Certificates and Producer Agreement to him.

11       142. Phora's concealment was a substantial factor in causing Eskupe's harm.

12       143. As a result of Phora's fraudulent conduct on behalf of all Defendants as set forth,  
13 Eskupe has been deprived of the benefits of the ownership, rights, and interests of the Joint Works in  
14 an amount to be proven at trial.

15       144. Service of the summons and pleading in this action constitutes notice of rescission of  
16 the contract between Eskupe, on one hand, and on the other hand, Warner and/or Phora, and an offer  
17 to restore benefits received, as provided, as provided in Civil Code §1691.

18       145. Therefore, Eskupe is entitled to a declaration that the Certificates and Producer  
19 Agreement are rescinded and void *ab initio*.

20       146. Eskupe also is entitled to an Order demanding Defendants to return the appropriate  
21 sums to Eskupe in connection with the monies earned through the exploitation of the Joint Works  
22 from their inception.

23       147. As a direct and proximate result of Defendants' actions, Eskupe has suffered and will  
24 continue to suffer damages in an amount to be proven at trial but in no event less than this Court's  
25 jurisdictional minimum. In connection with the above-alleged conduct, Defendants are guilty of  
26 oppression, fraud, and malice for the benefit of Defendants. Eskupe is therefore entitled to punitive  
27 damages in an amount appropriate to punish and make an example of Defendants to the community.

28       ///

**TENTH CLAIM FOR RELIEF**  
**(Money Had and Received As Against All Defendants and DOES 1-20)**

148. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

149. As a result of Phora's fraudulent conduct on behalf of all Defendants as set forth herein, Phora wrongfully and illegally transferred Eskupe's ownership, rights, and interests to the Joint Works to Phora and Warner through the Certificates and Producer Agreement without Eskupe's consent or authorization.

150. As a direct result of the aforementioned fraudulent conduct, Eskupe is informed and believes that Defendants received money and profits from the exploitation of the Joint Works that were intended to be allocated to Eskupe.

151. Eskupe did not receive any compensation or benefit from the exploitation of the Joint Works that was intended to be allocated to Eskupe.

152. Defendants have not given any just compensation or benefit from the exploitation of the Joint Works to Eskupe.

153. Therefore, Eskupe is entitled to his proportional share of all monies and compensation derived from the Joint Works, plus prejudgment interest at the legal rate from the date of filing this Complaint to the date of trial.

**ELEVENTH CLAIM FOR RELIEF**  
(Accounting As Against All Defendants and DOES 1-20)

154. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

155. As alleged herein, Eskupe's ownership, rights, and interests of the Joint Works, including the monies derived therefrom, were wrongfully misallocated and stolen from Eskupe. Upon information and belief, Defendants have kept the profits that belong to Eskupe for themselves which they have not returned.

156. Eskupe does not have access to Defendants' financial information concerning the Joint Works and the profits derived therefrom. Eskupe demands an accounting of all financial information from Defendants relating to any compensation, profits, or other monies derived from the exploitation of the Joint Works.

**TWELFTH CLAIM FOR RELIEF**  
**(Declaratory Relief As Against All Defendants and Does 1-20)**

157. Eskupe incorporates herein and realleges the allegations in paragraphs 1 through 64, inclusive, as if set forth fully herein.

158. An actual controversy has arisen and now exists between Eskupe and Defendants regarding the validity and enforceability of the Agreements.

159. Eskupe contends that Phora on behalf of all Defendants fraudulently attached, replicated, duplicated, copied, and/or forged his signature to the Agreements, without Eskupe's consent or authorization, to transfer the entire ownership of the Joint Works exclusively to Phora and/or Warner including but not limited to those for Warner's projects "Run To," and "Yours Truly Forever."

160. Therefore, Eskupe contends that the Agreements are not and were never enforceable and/or valid and is thus entitled to all ownership, benefits, rights, title, and interests of the Joint Works.

161. Upon information and belief, Defendants deny Eskupe's contention that Phora fraudulently transferred the ownership of the Joint Works and contend the Agreements are valid and enforceable.

162. Eskupe now seeks a seeks a declaratory judgment from this Court that the Certificates and Producer Agreement are declared to be rescinded and rendered void ab initio, or in the alternative, are declared unenforceable.

163. Further, Eskupe now seeks a declaratory judgment from this Court that Eskupe is entitled to restitution of all ownership, benefits, title, interests, and money earned from the Joint Works.

## JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

## **PRAYER FOR RELIEF**

WHEREFORE, Eskupe prays for judgment in his favor against Defendants, and each of them, as follows:

- 1       1. For compensatory and general damages in a sum in excess of the jurisdictional  
2 requirements of this Court according to proof;
- 3       2. For prejudgment interest as provided by law and in an amount according to proof at  
4 trial;
- 5       3. Interest upon any judgment entered as provided by law;
- 6       4. For rescission of the Certificates and Producer Agreement;
- 7       5. For exemplary and/or punitive damages as permitted by law;
- 8       6. For the cost of suit herein incurred;
- 9       7. For attorneys' fees;
- 10      8. For a judgment according to the declaratory relief sought; and
- 11      9. For such other and further relief as the court may deem just and proper.

12  
13 Dated: December 12, 2023,

FREEDMAN + TAITELMAN, LLP

14  
15 By:   
16 Miles M. Cooley  
17 Jacob T. Bolan  
18 Attorney for Plaintiff  
19 Adrian Velasquez p.k.a. Eskupe

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# **EXHIBIT A**

## **Exhibit “A”**

## Jointly Created Master Recordings:

## **Certificate of Employment #1:**

Album/Project: “Run To” (Release Date: March 30, 2017)

- ## 1. “Run To”

## **Certificate of Employment #2:**

Album/Project: "Yours Truly Forever" (Release Date: August 18, 2017)

2. "God"
  3. "R U Still"
  4. "Facts"
  5. "Way 2 Much"
  6. "Sinner Pt 2"
  7. "To The Moon"
  8. "Forever"
  9. "Numb"
  10. "Rider"
  11. "Loyalty"
  12. "No Looking Back"
  13. "Everybody Knows"
  14. "Run To"
  15. "In My Eyez"
  16. "When It's Over"

## **Producer Agreement**

Album/Project: "Angels With Broken Wings" (Release Date: October 11, 2015)

17. “Unspoken”
  18. “The World”
  19. “The Pressure”
  20. “Halos & Devil Horns”
  21. “People”
  22. “Wish You Knew”
  23. “Angels With Broken Wings”
  24. “Deeper Than Blood”
  25. “Grateful”
  26. “The Beauty Inside”

- 1        27. "God's Plan"  
2        28. "Counting My Blessings"

3        Album/Project: "Still A Kid" (Release Date: November 18, 2012)

- 4        29. "Fuck You"  
5        30. "Before It's Over"  
6        31. "If I Gave You My Heart"  
7        32. "Real?"

8        Album/Project: "Sincerely Yours" (Release Date: May 18, 2014)

- 9        33. "Catharsis"  
10      34. "Father"  
11      35. "Swapmeet Steelo"  
12      36. "No Other Way"  
13      37. "Father Pt 2"  
14      38. "Soulstar"  
15      39. "My Story"

16      Album/Project: "One Live To Live" (Release Date: July 1, 2013)

- 17      40. "Pain"  
18      41. "No Matter What"  
19      42. "The Breeze"  
20      43. "Make Some Way"  
21      44. "Mercy"  
22      45. "Nothing Like"  
23      46. "The White Owl"  
24      47. "Thankful"

25      Album/Project: "Nights Like These" (Release Date: December 10, 2014)

- 26      48. "Stay True"

27      Album/Project: "With Love" (Release Date: October 11, 2016)

- 28      49. "Sinner"  
29      50. "Distance"  
30      51. "Fake Smiles"  
31      52. "What I Like"  
32      53. "Scars"  
33      54. "I Think I Love You"

34      Additional Joint Singles:

- 35      55. "Payback"  
36      56. "You & I"  
37      57. "Don't Worry"

- 1       58. "Topic of Discussion"  
2       59. "Think Again"  
3       60. "Bounce Rock"  
4       61. "Weaknesses"  
5       62. "Before It's Over Pt 2"  
6       63. "With You"  
7       64. "Faithful"

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# **EXHIBIT B**

## CERTIFICATE OF EMPLOYMENT

Reference is hereby made to that certain recording project ("Project") regarding the musical performances of Phora ("Artist") for which Adrian Velasquez p/k/a Eskupe (Producer) is to provide the services as producer of at least one (1) selection entitled "Run To", which Project is for Warner Bros. Records ("Company"), whose address is 3300 Warner Boulevard, Burbank, California, 91505.

Producer, for good and valuable consideration, hereby expressly acknowledges, certifies and agrees that all of the results and proceeds of the services of every kind heretofore rendered by and hereafter to be rendered by Producer in connection with the "sound recording(s)" created for the Project are and shall be deemed works "made-for-hire" in that all of the foregoing (i) are prepared within the scope of Company's employment of Producer hereunder and/or (ii) constitute work(s) specifically ordered by Company for use as a contribution to a collective work; provided, that, if for any reason any of the foregoing is determined not to be a "work-for-hire," then Producer hereby irrevocably grants, transfers, conveys and assigns to Company the entirety of the rights, titles and interests Producer has or may have throughout the universe in and to all of the foregoing, including, without limitation, the copyrights therein, any and all renewals and extensions of such copyrights, and the right to secure copyright registrations therefor. Accordingly, Producer further acknowledges, certifies and agrees that Company is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes and the exclusive owner throughout the world of all the rights of any kind (including, without limitation, so-called "droit moral") comprised in the copyright thereof (expressly including the copyrights in and to such "sound recordings" and any renewal or extension rights in connection therewith, excluding only the copyright in the musical compositions embodied in the master recordings produced by Producer), and of any and all other rights thereto, and that Company shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Company determines. Producer hereby irrevocably and unconditionally waives any and all moral and like rights that Producer has in the master recordings produced during the Project and in the performances and/or compositions embodied therein and hereby agrees not to make any claim against Company or any party authorized by Company to exploit said master recordings based on such moral or like rights. To the extent that Producer may be deemed the "author" of such "sound recordings" Producer will, upon request, execute, acknowledge and deliver to Company such additional documents as Company may deem necessary to evidence and effectuate Company's rights hereunder, and Producer hereby grants to Company the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if Producer shall fail to execute same within five (5) days after so requested by Company.

Producer hereby grants to Company the right to issue and authorize publicity concerning Producer, and to use Producer's name, voice and approved likeness and approved biographical data in connection with the distribution, exhibition, advertising and exploitation of the master recordings produced during the Project. Producer shall exercise approvals hereunder reasonably and within five (5) days after request by Company, or such approvals shall be deemed given.

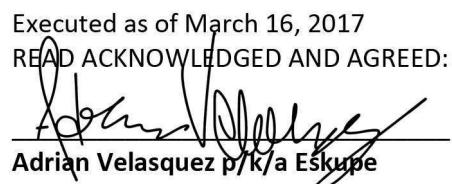
Producer has read and acknowledges Company's Sampling Policy For Producers attached hereto and agrees to comply with same. Producer warrants that all music and other material (including, without limitation, so-called "samples") and all compositions, ideas, designs and inventions of Producer furnished by Producer in connection with the Project are or will be original with Producer or in the public domain

throughout the world or used with the consent of the original owner thereof, and shall not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of, any person; Producer warrants that Producer is free to grant all rights granted and make all agreements made by Producer herein. Producer agrees to hold Company and its successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including reasonable attorneys' fees and costs) which Company or any of its successors, licensees or assigns may suffer or incur by reason of the breach of any of the warranties made in this paragraph.

Producer hereby acknowledges that Producer understands the importance of protecting Company's intellectual property (including, without limitation, the "sound recording(s)" created for the Project), and Producer hereby agrees to take all necessary and appropriate security measures towards that end, including, without limitation, restricting access to any audio files or other material embodying such sound recordings, in whole or in part, solely to essential studio personnel, ensuring that such personnel understand and accept the terms of this certificate of employment, ensuring that no copies of any portion of such sound recordings shall be made or distributed in any manner without the express written authorization of Company, and ensuring that all hard disc drives, tapes and/or other media upon which any portion of such sound recordings is fixed shall be kept in a secure, locked location at all times when not being specifically utilized by authorized personnel in connection the Project. Producer further agrees to immediately notify Company in writing in the event of any suspected breach of any applicable security protocol, whether by any employees or agents of Producer or by any other third party (including, without limitation, by any employee or agent of the applicable recording studio). Producer acknowledges and agrees that any dissemination or threatened dissemination of such sound recordings or any portion thereof prior to the authorized release date would result in extraordinary damage, financial and otherwise, to Company, entitling Company to obtain injunctive relief (in addition to all legal remedies) to prevent such occurrence. Producer further agrees that, once the Project is completed, Producer shall promptly erase from any and all hard drives, floppy disks, tapes, discs or any other media remaining in Producer's possession, any whole or partial copy or other reproduction of any such intellectual property (including, without limitation, such "sound recording(s)") contained thereon, and Producer shall destroy or return to Company any and all other copies or reproductions thereof immediately upon completion of the Project so that such copies or reproductions are no longer usable using any type of reading or playback device.

Producer hereby covenants and agrees that Producer shall not have or be deemed to have any lien, charge or other encumbrance upon any of said rights conveyed to Company herein or proceeds derived therefrom, and that no act of or omission by Company, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Company's ownership of the rights conveyed herein. Producer's sole remedy for any such breach or alleged breach shall be an action at law to recover such damages as may have been actually suffered by Producer as a result thereof.

Executed as of March 16, 2017  
READ ACKNOWLEDGED AND AGREED:

  
Adrian Velasquez p/k/a Eskupe

# **EXHIBIT C**

## **CERTIFICATE OF EMPLOYMENT**

Reference is hereby made to that certain recording project entitled "Yours Truly Forever" ("Project") comprised of musical performances of Marco Archer p/k/a "Phora" ("Artist") for which the undersigned, Adrian Velasquez p/k/a "Eskupe" ("Contributor," "you" or "your") provided certain production services (the "Services") for the masters listed on Schedule A, attached hereto (each a "Master" and collectively the "Masters"). Such Project, Services and the Master were commissioned by Phora Entertainment Inc. ("Company") and shall be delivered by Artist to Warner Bros Records ("Record Company") pursuant to the recording agreement between Artist and Record Company dated November 2, 2016 (the "Recording Agreement").

Contributor, for good and valuable consideration in the amount of \$1.00 (the full receipt of which is hereby acknowledged and accepted), hereby expressly acknowledges, certifies and agree that all of the results and proceeds of Contributor's Services of every kind heretofore rendered by and hereafter to be rendered by Contributor in connection with the Project (expressly including, without limitation, the Masters and the underlying musical compositions embodied thereon) are and shall be deemed works "made-for-hire" for Company within the meaning of the United States Copyright Act of 1976 (Title 17, U.S.C.) (as amended) and/or works assigned to Company, as applicable. Contributor further acknowledges, certifies and agree that Company is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes and the exclusive owner throughout the world of all the rights comprised in the copyright thereof (expressly including the copyrights in and to the "sound recordings" and any renewal or extension rights in connection therewith, and expressly including any underlying musical works), and of any and all other rights thereto, and that Company shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Company determines. Contributor hereby irrevocably and unconditionally waives any and all moral and like rights that Contributor may have in the Masters produced hereunder and in the performances embodied therein and hereby agrees not to make any claim against Artist and/or Company or any party authorized by Artist and/or Company to exploit said Masters based on such moral or like rights. Without limiting the foregoing, if any Master is not deemed to be a "work made for hire" for Company, Contributor hereby irrevocably and exclusively grants and assigns to Company (or, if any applicable law prohibits such assignment, Contributor grants to Company an irrevocable royalty-free license of) all right, title and interest in and to the Masters, throughout the universe, in perpetuity, in any and all media, whether now or hereafter known or devised. Contributor will, upon our reasonable request, execute, acknowledge and deliver to Company such additional documents as Company may deem reasonably necessary to evidence and effectuate Company's rights hereunder, and Contributor hereby grants to Company the right as limited attorney-in-fact solely to execute, acknowledge, deliver and record in the U.S. Copyright office or elsewhere any and all such documents if Contributor shall fail to execute same within five (5) business days after so requested by Company. For the avoidance of doubt, Contributor hereby acknowledges that Contributor did not make any contributions to the underlying musical composition embodied in the Masters and is not entitled to a claim in authorship and/or any publishing interest stemming therefrom.

Contributor hereby grant to Company the right to issue and authorize publicity concerning Contributor's involvement with the Project, and to use Contributor's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and exploitation of the Project, through any and all media now or hereafter known. Company shall

accord or use reasonable efforts to cause its distributor (or Record Company, as applicable) to accord Contributor an appropriate credit as a producer in connection with records (if any) derived from the Masters in substantially the following form: “*Produced by Eskupe*” and/or “*Produced by Eskupe and Anthro*”. Company and/or any third-party’s inadvertent non-repetitive failure to accord such credit shall not be deemed a breach hereof, provided that following notice from you regarding such failure, we shall use reasonable efforts to correct such failure on a prospective basis.

Relating solely to the Project, Contributor warrants that all materials and all compositions, ideas, designs and inventions furnished by Contributor in connection with the Project (including, without limitation, the Masters) are or will, to the best of Contributor’s knowledge, be original with Contributor or in the public domain throughout the world or used with the consent of the original owner thereof, and shall not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of, any person. Contributor warrants that Contributor is free to grant all rights granted and make all agreements made by Contributor herein. Contributor agrees to hold Artist and/or Company and their successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including reasonable outside attorney’s fees and actual out-of-pocket costs) which Artist and/or Company or any of their successors, licensees or assigns may suffer or incur by reason of any third party claim resulting from the breach of any of the warranties made in this paragraph, which claim has been reduced to a final adverse judgment by a court of competent jurisdiction or settled with Contributor’s prior written consent.

Contributor hereby covenants and agrees that Contributor shall not have or be deemed to have any lien, charge or other encumbrance upon any of said rights conveyed to Company herein or proceeds derived therefrom, and that no act of omission by Artist and/or Company, nor any other act, omission of event of any kind, shall terminate or otherwise adversely affect Company’s ownership of the rights conveyed herein. Contributor’s sole remedy for any such breach or alleged breach shall be an action at law to recover such damages as may have been actually suffered by you as a result thereof.

Contributor agrees and acknowledges that Contributor is providing services solely as an independent contractor and that Contributor (and not Artist and/or Company) is solely responsible for all so-called “employer contributions”, including, without limitation, unemployment, withholding and similar contributory or payroll charges, federal, state and local taxes and/or union dues. Contributor acknowledges that neither Artist nor Company owes Contributor any additional compensation for the Services performed hereunder, other than as expressly provided for in this Certificate of Employment.

Contributor agrees to keep confidential all information concerning the Project including, without limitation, all information on any and all sound recordings and musical compositions heard (as well as any observations made) during performance of the Services.

Contributor warrants and represents that: she has the right to grant all rights granted herein; is free to enter into and fully perform this agreement; has read the foregoing and has had ample opportunity to review it with legal counsel; fully understands the meaning and effect thereof; and, intends to be legally bound.

This agreement embodies the entire understanding of the parties hereto with respect to the subject matter hereof, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements entered into and wholly performed in said State. No change of this agreement shall be binding unless made by an instrument signed by the party to be charged.

This Agreement may be signed in any number of counterparts, each such counterpart being deemed to be an original instrument, but all of which shall constitute one document. Delivery of a signed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Executed as of August \_\_\_, 2017

**AGREED TO AND ACCEPTED BY:**

**ADRIAN VELASQUEZ P/K/A "ESKUPE"**

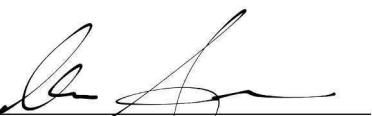
  
\_\_\_\_\_  
Signature

Address: \_\_\_\_\_

SS#: xxx-xx-5384  
DOB: 6-21-89

**AGREED TO AND ACCEPTED BY:**

**PHORA ENTERTAINMENT, INC**

By:   
*An Authorized Signatory*

### **Schedule A**

1. God
2. R U Still
3. Facts
4. Way 2 Much
5. Sinner Pt. 2
6. To The Moon
7. Forever
8. Numb
9. Rider
10. Loyalty
11. No Looking Back
12. Everybody Knows
13. Run To
14. In My Eyez
15. When It's Over

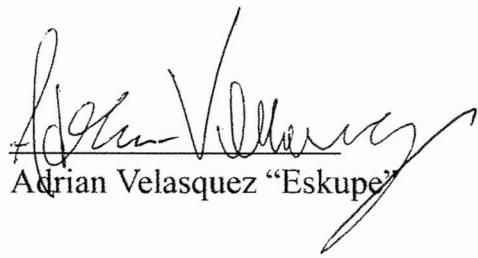
# **EXHIBIT D**

# PRODUCER AGREEMENT

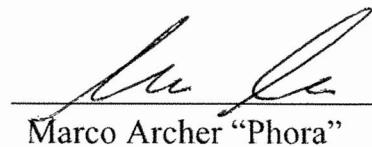
This is an agreement between Marco Archer “Phora” and Adrian Velasquez “Eskupe” regarding music and ownership.

As of May 2nd, 2017 Adrian Velasquez agrees to grant Marco Archer all exclusive rights, masters and royalties for the songs he produced during his time working for Phora. This includes all production and co-production for Phoras albums “With Love”, “Sincerely Yours”, “One Life To Live”, “Angels With Broken Wings”, “Still A Kid”, as well as any other singles he produced for Phora that were released before May 2nd, 2017.

Phora agrees to be responsible for the clearing of all samples used on any of these songs.

A handwritten signature in black ink, appearing to read "Adrian Velasquez 'Eskupe'".

Adrian Velasquez "Eskupe"

A handwritten signature in black ink, appearing to read "Marco Archer 'Phora'".

Marco Archer "Phora"