

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
CLAUDIA C. LEVY as EXECUTRIX Under the
Last Will and Testament of JACQUES M. LEVY,
also known as JACQUES LEVY, Deceased, and
JACKELOPE PUBLISHING COMPANY, INC.,

Index No. _____

Date Index No. Purchased:

SUMMONS

Plaintiffs,

Plaintiffs designate New York
County as the place of trial.

-against-

ROBERT ZIMMERMAN, also known as BOB DYLAN,
and doing business as RAM'S HORN MUSIC,
SPECIAL RIDER MUSIC and/or BOB DYLAN MUSIC CO.,
UNIVERSAL MUSIC GROUP, INC. and doing business as
UNIVERSAL MUSIC GROUP, UNIVERSAL MUSIC
PUBLISHING, INC. and doing business as UNIVERSAL
MUSIC PUBLISHING GROUP, and JOHN DOES 1-10,

The basis of venue is, inter alia,
the County where Plaintiffs
reside and/or have their
principal place of business.

Defendants.

-----X

To the above-named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on Plaintiffs' attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 20, 2021

Defendants' Addresses:

ROBERT ZIMMERMAN, also known as BOB DYLAN,
and doing business as RAM'S HORN MUSIC, SPECIAL RIDER MUSIC
and/or BOB DYLAN MUSIC CO.
67 Irving Place
New York, New York 10003;

UNIVERSAL MUSIC GROUP, INC. and doing business as
UNIVERSAL MUSIC GROUP,
UNIVERSAL MUSIC PUBLISHING, INC. and doing business as
UNIVERSAL MUSIC PUBLISHING GROUP
1755 Broadway
Suite 6
New York, New York 10019

AARON RICHARD GOLUB, ESQUIRE, P.C.
Attorney for Plaintiffs

BY: s/Aaron Richard Golub
Aaron Richard Golub
35 East 64th Street, Suite 4A
New York, New York 10065
Tel: (212) 838-4811
argolub@argolub.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X Index No. _____

CLAUDIA C. LEVY as EXECUTRIX Under the
Last Will and Testament of JACQUES M. LEVY,
also known as JACQUES LEVY, Deceased, and
JACKELOPE PUBLISHING COMPANY, INC.,

Plaintiffs,

COMPLAINT

(Jury Trial Demanded)

-against-

ROBERT ZIMMERMAN, also known as BOB DYLAN,
and doing business as RAM'S HORN MUSIC,
SPECIAL RIDER MUSIC and/or BOB DYLAN MUSIC CO.,
UNIVERSAL MUSIC GROUP, INC. and doing business as
UNIVERSAL MUSIC GROUP, UNIVERSAL MUSIC
PUBLISHING, INC. and doing business as
UNIVERSAL MUSIC PUBLISHING GROUP,
and JOHN DOES 1-10,

Defendants.

-----X

Plaintiffs CLAUDIA C. LEVY ("CL") as EXECUTRIX Under the Last Will and
Testament of JACQUES M. LEVY, also known as JACQUES LEVY, Deceased, and
JACKELOPE PUBLISHING COMPANY, INC. ("Jackelope") (collectively, "Plaintiffs"), by
their attorney, AARON RICHARD GOLUB, ESQUIRE, P.C., as and for Plaintiffs' complaint
against Defendants ROBERT ZIMMERMAN, also known as BOB DYLAN, and doing business
as RAM'S HORN MUSIC ("RHM"), SPECIAL RIDER MUSIC ("SRM") and/or BOB DYLAN
MUSIC CO. ("BDMC"), UNIVERSAL MUSIC GROUP, INC. ("UMGI") and doing business as
UNIVERSAL MUSIC GROUP ("UMG"), UNIVERSAL MUSIC PUBLISHING, INC.
("UMPI") and doing business as UNIVERSAL MUSIC PUBLISHING GROUP ("UMPG")
and JOHN DOES 1-10 (collectively, "Defendants"), allege as follows:

PARTIES

1. On September 30, 2004, Jacques M. Levy, also known as Jacques Levy (“JL”), died, leaving a last will and testament (“Will”) wherein and whereby CL, JL’s wife and Plaintiff herein, was appointed the sole executrix. JL’s Will was duly admitted to probate by the Surrogate of the County of New York and, on February 8, 2005, Letters Testamentary upon the Will were duly issued and granted by the Surrogate to CL as duly qualified Executrix of the Estate of JL, Deceased. CL continues to act as Executrix.

2. Plaintiff Jackelope is and was a music publishing company created by JL and affiliated with Broadcast Music, Inc. that was and is duly organized and existing under the laws of the State of New York, with its principal place of business in the City, County and State of New York.

3. Upon information and belief, at all relevant times, Defendant Robert Zimmerman, also known as Bob Dylan (“Dylan”), presently does and has done business at and/or through entities and individuals at Davasee Enterprises Inc., located at 67 Irving Place, 11th Floor, New York, New York 10003, and resides and resided in the City, County and State of Los Angeles, California and the City, County and State of New York. Dylan is an American singer-songwriter, author and visual artist, widely regarded as one of the greatest songwriters of all time and a major figure in popular culture for more than 50 years.

4. At all relevant times, Defendant RHM is and was a registered assumed business name (a DBA)¹ for Dylan pursuant to a business certificate signed by Dylan and notarized on or about October 18, 1971 and subsequently filed in the State of New York. Defendant RHM is the publisher of the Compositions set forth below and has rendered, inter alia, royalty payments and

¹ Doing business under an assumed name.

other income and payments to Plaintiffs since 1975. Defendant RHM presently does and has done business at and/or through entities and individuals at Davasee Enterprises Inc., located at 67 Irving Place, 11th Floor, New York, New York 10003. Defendant RHM acts, in whole or in part, as an alter ego for Defendants Dylan, SRM and/or BDMC.

5. Upon information and belief, at all relevant times, Defendant SRM is and was a registered assumed business name (a DBA)² for Dylan. Defendant SRM is the publisher of the Compositions set forth below and has rendered, inter alia, royalty payments and other income and payments to Plaintiffs since 1975. Defendant SRM presently does and has done business at and/or through entities and individuals at Davasee Enterprises Inc., located at 67 Irving Place, 11th Floor, New York, New York 10003. Defendant SRM acts, in whole or in part, as an alter ego for Defendants Dylan, RHM and/or BDMC.

6. Upon information and belief, at all relevant times, Defendant BDMC is and was a registered assumed business name (a DBA)³ for Dylan. Defendant BDMC is and was a corporation with its principal place of business and corporate headquarters in New York and is and was engaged in the business of administering Dylan's, RHM's and/or SRM's publishing rights in the United States. Defendant BDMC presently does and has done business at and/or through entities and individuals at Davasee Enterprises Inc., located at 67 Irving Place, 11th Floor, New York, New York 10003. Defendant BDMC acts, in whole or in part, as an alter ego for Defendants Dylan, RHM and/or SRM.

7. Defendants Dylan, RHM, SRM and BDMC are collectively referred to herein as the "Dylan Defendants."

² Doing business under an assumed name.

³ Doing business under an assumed name.

8. Upon information and belief, at all relevant times, Defendant UMGI, doing business as UMG, is and was a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business and corporate headquarters in Santa Monica, California. Upon information and belief, UMGI is duly authorized to conduct business in the State of New York and maintains an office at 1755 Broadway, New York City, New York, 10019. UMGI and UMG are one of the world's leading music companies engaged in the business of recorded music with various recording labels.

9. Upon information and belief, at all relevant times, Defendant UMPI, doing business as UMPG, is and was a corporation duly organized and existing under the laws of the State of California, with its principal place of business and corporate headquarters in Santa Monica, California. Upon information and belief, UMPI is duly authorized to conduct business in the State of New York and maintains an office at 1755 Broadway, New York City, New York, 10019. Upon information and belief, UMPI and UMPG are engaged in the business of, inter alia, music publishing whereby they, inter alia, license the recording, reproduction and distribution of musical works for which they own or control the copyrights and the exclusive rights related to such works, in whole or in part.

10. Defendants UMGI, UMG, UMPI and UMPG are collectively referred to herein as the "Universal Defendants."

11. Upon information and belief, John Does 1-10 are presently unnamed individuals and/or entities that are related to the facts, allegations and causes of action herein and that may be named additional defendants as a result of discovery.

FACTUAL BACKGROUND

JL's Collaboration With Dylan

12. JL earned an M.A. and Ph.D. in psychology and was certified by the Menninger Institute for Psychoanalysis. In addition to practicing as a clinical psychologist and teaching English and directing the drama program at Colgate University, JL was a renowned songwriter and avant-garde theater director, writing compositions for, inter alia, Dylan, The Byrds, Joe Cocker, Carly Simon and Crystal Gayle and staging and/or writing the lyrics for plays, including, inter alia, *Oh! Calcutta!*, *Mystery Play*, *American Days*, *Doonesbury: A Musical Comedy*, *Fame*, *Marat/Sade*, *Bus Stop* and *Brecht on Brecht*. JL collaborated with Roger McGuinn ("McGuinn") of The Byrds on *Gene Tryp*, a musical reimagining of *Peer Gynt*.

13. JL's collaboration with Dylan begin in or about 1975. On or about July 28, 1975, JL, Jackelope and Defendant RHM executed a written agreement, drafted exclusively by the Dylan Defendants (the "Agreement"), which reflected that JL had collaborated with Defendant Dylan and had written 10 original musical compositions with Defendant Dylan, as follows: (i) Romance in Durango; (ii) Catfish; (iii) Joey; (iv) Money Blues; (v) Hurricane; (vi) Rita Mae; (vii) Mozambique; (viii) Oh Sister; (ix) Black Diamond Bay, a Bedtime Story; and (x) Isis (collectively, the "Compositions").

14. According to Dylan, in *On the Road with Bob Dylan*:

"I had a few songs. I certainly wasn't thinking of making a record album. I had bits and pieces of some songs I was working on and I played them for [JL] on the piano and asked him if they meant anything to him...He took it someplace else, and then I took it someplace else...Then he went further, then I went further..."

15. This JL-Dylan collaboration resulted in the creation and recording of the 1976 album *Desire* with seven of its nine songs penned by JL together with Dylan. *Desire* was number one on the Billboard Pop Albums chart for five weeks and was certified double

platinum. Rolling Stone Magazine ranked *Desire* at number 174 on its list of the 500 Greatest Albums of All Time.

16. According to Rob Stoner, the bassist on *Desire*:

“When I arrived for the *Desire* recording sessions...[JL] was scribbling away on a long yellow legal pad, as lyricists do. After every take, they would kind of have a conference, and Jacques would replace the yellow pad on Bob’s music stand with new words. Bob could’ve said ‘Good enough’ any time and sent Jacques away, but he considered every little revision to be an improvement. Those dudes trusted each other on a very high creative level.”

17. “Hurricane,” about imprisoned boxer Rubin “Hurricane” Carter, is one of Dylan’s most iconic songs and is described by Rolling Stone Magazine as one of Dylan’s greatest collaborations, as follows:

“Dylan was inspired to write ‘Hurricane’ after reading Rubin ‘Hurricane’ Carter’s memoir *The Sixteenth Round*, though he struggled with the lyrics since he hadn’t composed many topical songs since the early 1960s. Levy’s experience with playwriting proved to be an asset. ‘Bob wasn’t sure he could write a song,’ Levy told Dylan biographer Clinton Heylin. ‘He was just filled with all these feelings about the Hurricane. The beginning of the song is like stage directions. ‘Pistol shots ring out in a bar-room night.’”

18. Levy is one of the many individuals with whom Dylan co-wrote songs or from whom Dylan commissioned songs, including, inter alia, McGuinn, Monte Edmondson, Henry Thomas, Ben Carruthers, Richard Manuel, Rick Danko, Carl Perkins, Tim Drummond, Robert Hunter, Sam Shepard, Tom Petty, Carole Bayer Sager, Jeff Lynne, Roy Orbison, George Harrison, Willie Dixon, Helena Springs, Evan Jones, Taylor Goldsmith, Laura Rogers, Lydia Rogers, Jim James, Rhiannon Giddens, Elvis Costello, Poo Bear, Jingle Jared, Willie Nelson, Mike Campbell, Marcus Mumford, U2, Greg Lake, Gerry Goffin, Don Was, David Was, Nikki Jean, Michael Bolton, Barry Goldberg, Danny O’Keefe and David A. Stewart.

19. The Agreement’s terms make clear that the Agreement is highly atypical of a work-for-hire agreement, bestowing on Plaintiffs considerable significant material rights and

material benefits that are not customarily granted to employees-for-hire and that the label work-for-hire is, in this instance, a misnomer.

20. Pursuant to Paragraph 3 of the Agreement, “Employee⁴ shall have the right to approve substantial changes in the lyrics” and the Dylan Defendants were prohibited from “modify[ing] the lyrics of the Compositions in such manner to extinguish or diminish Employee’s right to compensation earned in respect of the Compositions as hereinafter provided.” In short, Plaintiffs had the right to approve any substantial change in the lyrics to a Composition.

21. Pursuant to Paragraph 4 of the Agreement, the Dylan Defendants were and are obligated to “accord Employee credit as co-writer of the lyrics of the Compositions wherever and whenever such credit is customary within the music publishing industry” with such credit appearing “in same size and style type as the name of Bob Dylan...”

22. Pursuant to Paragraph 7(a) of the Agreement, the Dylan Defendants were and are obligated, inter alia, to pay Employee “Thirty-five (35%) percent of any and all income earned by the Compositions and actually received by [the Dylan Defendants] from mechanical rights, electrical transcriptions, reproducing rights, motion picture synchronization and television rights, and all other rights therein...,” including, inter alia, 35% of the purchase price paid to the Dylan Defendants, John Does 1-10 or any other entity for the acquisition of rights to a Composition acquired by a third party “for use for the basis for a screenplay, teleplay or dramatic work” (emphasis supplied). The term “income,” as set forth in Paragraph 7(a) of the Agreement, is unrestricted and unambiguous.

⁴ “Employee” includes JL individually and Plaintiff Jackelope, JL’s publishing company.

23. Pursuant to Paragraph 7(b) of the Agreement, the Dylan Defendants were and are obligated, inter alia, to pay Employee “Thirty-five (35%) percent of any and all net royalties, expressly excluding any income or royalties earned in respect of printed editions of the Compositions, earned by the Compositions and actually received by [the Dylan Defendants] from sales and uses (other than public performance uses for which Employee is paid directly by any public performance rights organization) of the Compositions in countries outside of the United States and Canada.”

24. Pursuant to Paragraph 7(c) of the Agreement, the Dylan Defendants were and are required to “cause the Compositions to be registered and cleared with ASCAP and BMI to indicate that Employee shall be entitled to receive thirty-five (35%) percent of the writer share of performance income earned in respect of the Compositions directly from BMI...”

25. Pursuant to Paragraph 7(d) of the Agreement, the Dylan Defendants were and are required to “cause the Compositions to be registered and cleared with ASCAP and BMI to indicate that Jackelope shall be entitled to receive thirty-five (35%) percent of the publisher share of performance income directly from BMI...”

26. Pursuant to Paragraph 8 of the Agreement, the Dylan Defendants must “render statements and pay compensation due to Employee with respect to any income actually received by [the Dylan Defendants] which includes Employee’s share of income as hereinabove provided, within sixty (60) days after the last days of June and December in each year. The payments to be made shall be of all compensation earned by Employee, and due and owing at the end of such semi-annual periods actually received by [the Dylan Defendants].” Moreover, “[a] certified public accountant engaged by Employee shall have the right to examine [the Dylan Defendants’]

books and records specially relating to the Compositions, upon reasonable written notice and not more often than once per year.”

27. Pursuant to Paragraph 9 of the Agreement, the Dylan Defendants “shall have the right to assign, transfer, sell or otherwise dispose of the Compositions and all copyrights and renewals or extensions thereof and other rights granted [the Dylan Defendants] hereunder, either expressly or by operation of law subject, however, to the payment of compensation to Employee as herein provided” (emphasis supplied). The expression “payment of compensation” (as well as other provisions of the Agreement) means nothing less than Plaintiffs’ pro rata share of the Dylan Catalog Sale (as defined in Paragraph 28, infra).

Dylan’s Catalog Sale

28. Upon information and belief, on or about December 7, 2020, the Dylan Defendants sold their song catalog of approximately 600 songs to the Universal Defendants for more than \$300 million (the “Catalog Sale”). The Compositions were included in the Catalog Sale.

29. Upon information and belief, pursuant to the express terms of the Catalog Sale, the Dylan Defendants sold all of their rights with respect to every song in their song catalog, including, inter alia, the Compositions, the income received and to be received therefrom as a songwriter thereof and control of copyrights thereto.

30. Upon information and belief, the Dylan Defendants were paid approximately \$300 million or more for the Catalog Sale with no rated averages or varying amounts or percentages assigned to particular compositions or songs and, upon information and belief, the Dylan Defendants were paid a sum based upon a multiple of the earnings of all such songs in their song catalog.

31. Prior to completing the Catalog Sale, the Universal Defendants conducted due diligence in connection with the Catalog Sale and knew of the Agreement's existence and the exact terms thereof.

32. Plaintiffs are third-party beneficiaries of the terms of the Catalog Sale between the Universal Defendants and the Dylan Defendants. Performance of the Catalog Sale by the Universal Defendants requires the Universal Defendants to pay the Dylan Defendants a full and complete buy-out sale price that represents, inter alia, present value, future projected revenue and/or royalties from the sale, use and/or exploitation of the Dylan Defendants' songs. Those songs include Plaintiffs' Compositions and Plaintiffs are entitled to, inter alia, all income and revenue (including any purchase of the Compositions in the Dylan Defendants' song catalog, defined as income), pursuant to, inter alia, Paragraph 7 of the Agreement.

33. Upon information and belief and as will be demonstrated in discovery, at all relevant times herein, the Universal Defendants were and are aware that Plaintiffs are third-party beneficiaries of the Catalog Sale with the obligations, inter alia, to account and pay to Plaintiffs all funds due to Plaintiffs pursuant to the Agreement as income or otherwise related to Plaintiffs' Compositions.

34. Alternatively, upon information and belief, Defendants assumed, for the benefit of Plaintiffs as implied third-party beneficiaries of the Catalog Sale, the obligations to account and pay to Plaintiffs all funds (such as income and revenue) due to Plaintiffs pursuant to the Agreement or otherwise related to Defendants and their sale, use and/or exploitation of Plaintiffs' Compositions and sale of the Dylan Defendants' song catalog.

35. Upon information and belief, the Universal Defendants wrongfully, intentionally and without justification induced the Dylan Defendants to breach the Agreement with Plaintiffs

by advising and/or instructing the Dylan Defendants not to render any revenue, income and/or payments to Plaintiffs in connection with the Catalog Sale.

36. Despite due demand, on or about December 14 or 15, 2020, the Dylan Defendants refused to remit to Plaintiffs their rightful share of the revenue and/or income earned from the Catalog Sale with respect to the Compositions.

Dylan's Pattern of Refusing to Recognize JL

37. JL's legacy continually has been diminished and hidden by the Dylan Defendants since JL's first collaborations with Dylan.

38. For example, Dylan contracted with JL to direct the Rolling Thunder Revue, Dylan's 1975 tour featuring live performances of the songs on *Desire*, amongst other Dylan songs, and incorporating such wide-ranging and renowned personalities as, inter alia, McGuinn, T Bone Burnett, Joan Baez, Kinky Friedman, Allen Ginsberg, Joni Mitchell and Dennis Hopper. JL focused on staging and presentation and continued rewriting the Compositions, **but was never included on the program or posters for the Rolling Thunder Revue.**

39. In 2019, *Rolling Thunder Revue: A Bob Dylan Story by Martin Scorsese* was released, depicting Dylan's industry-changing 1975 tour. Despite JL's prominent role directing the Rolling Thunder Revue and writing seven of the nine Compositions on *Desire*, **JL was not identified in the film as director or songwriter**, let alone celebrated as one of the driving forces behind the Rolling Thunder Revue.

40. In early 2020, **Plaintiffs discovered that they were not being paid synchronization license fees** in connection with the use of the Compositions in *Rolling Thunder Revue: A Bob Dylan Story by Martin Scorsese*. Only after Plaintiffs demanded payment was such revenue allegedly paid to Plaintiffs. This was not an isolated incident.

41. Upon information and belief, the Dylan Defendants have not paid to Plaintiffs all royalties and/or revenue in connection with the Compositions notwithstanding what the Agreement's time limitations, which are unlawful and inequitable, provide. Such information and documentation will be subpoenaed in this action to prove Plaintiffs' claim for punitive damages, as set forth in Paragraphs 42 and 49, infra.

42. The Dylan Defendants have engaged in a civilly wrong pattern and history of intentionally and maliciously ignoring and disregarding Plaintiffs' rights, including those to income and any and all revenue generated by the Compositions, including the subject buy-out of the Catalog Sale.

**AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract- Against the Dylan Defendants)**

43. Plaintiffs repeat and reallege all of the foregoing allegations as if fully set forth herein.

44. JL, Plaintiff Jackelope and Defendant RHM executed the Agreement on or about July 28, 1975.

45. From the commencement of the Agreement in 1975 and at all times thereafter, JL and Plaintiff Jackelope duly performed all of their duties and obligations thereunder, including, without limitation, writing the lyrics of the 10 Compositions.

46. The Dylan Defendants failed and refused to perform their obligations under the Agreement by refusing to pay Plaintiffs the share of income and/or revenue to which Plaintiffs are contractually entitled with respect to the Catalog Sale.

47. Using estimates of 600 songs comprising the song catalog and a sale price of \$300,000,000.00 (both of which are low estimates), the sale price per song in the Catalog Sale is or would be approximately \$500,000.00 for a total of approximately \$5,000,000.00 for all 10

Compositions. Pursuant to Paragraphs 7(a) and 9 of the Agreement, Plaintiffs are entitled to 35% of the income and/or revenue derived from the Catalog Sale thereof (i.e., 35% of \$5,000,000.00). Plaintiffs' prorated share of the income generated from the Catalog Sale is approximately \$1,750,000.00 or in excess thereof.

48. As a result of the foregoing, the Dylan Defendants are jointly and severally liable to Plaintiffs in a sum in excess of \$1,750,000.00, the precise amount to be proven at trial, with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto.

49. In addition, as a result of the foregoing, the Dylan Defendants' breaches were attended by such historic and repeated malice and abuse that they evince a high degree of moral culpability (see Paragraph 42, supra). Accordingly, punitive damages should also be awarded against the Dylan Defendants, jointly and severally, in a sum in excess of \$2,000,000.00 in order to deter similar conduct from happening in the future and to punish the Dylan Defendants for their malfeasance and contractual breaches, as the conduct of the Dylan Defendants demonstrates reprehensible motives implying a criminal indifference to civil obligations.

**AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Contract- Against the Universal Defendants)**

50. Plaintiffs repeat and reallege all of the foregoing allegations as if fully set forth herein.

51. At all relevant times, the Universal Defendants were and are aware that Plaintiffs are third-party beneficiaries of the Catalog Sale between the Dylan and Universal Defendants and the agreement executed by the Dylan and Universal Defendants in connection therewith (the "Catalog Sale Agreement").

52. Alternatively, at all relevant times, the Universal Defendants were and are aware that Plaintiffs are implied third-party beneficiaries of the Catalog Sale between the Dylan Defendants and the Universal Defendants.

53. As a result of the conduct alleged above, the Universal Defendants breached the Catalog Sale Agreement.

54. Plaintiffs' prorated share of the income generated from the Catalog Sale is \$1,750,000.00 or in excess thereof.

55. As a result of the foregoing, the Universal Defendants breached the Catalog Sale Agreement and, accordingly, the Universal Defendants are jointly and severally liable to Plaintiffs as third-party beneficiaries in a sum in excess of \$1,750,000.00, the precise amount to be proven at trial, with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto.

**AS AND FOR A THIRD CAUSE OF ACTION
(Tortious Interference With Contract- Against the Universal Defendants)**

56. Plaintiffs repeat and reallege all of the foregoing allegations as if fully set forth herein.

57. The Agreement executed by JL, Plaintiff Jackelope and Defendant RHM on July 28, 1975 is a valid and legally enforceable contract.

58. As will be confirmed in discovery, the Universal Defendants conducted due diligence in connection with the Catalog Sale and knew of the Agreement's existence and the exact terms thereof.

59. Upon information and belief and as will be shown in discovery, the Universal Defendants wrongfully, intentionally and without justification induced the Dylan Defendants to

breach the Agreement with Plaintiffs by advising and/or instructing the Dylan Defendants not to render any revenue, income and/or payments to Plaintiffs in connection with the Catalog Sale.

60. But for the Universal Defendants' wrongful and intentional actions, the Dylan Defendants would not have breached the Agreement with Plaintiffs and would have rendered to Plaintiffs the revenue, income and/or payments to which Plaintiffs were and are entitled pursuant to the express terms of the Agreement.

61. As a result of the foregoing, the Universal Defendants are jointly and severally liable to Plaintiffs in a sum in excess of \$1,750,000.00, the precise amount to be proven at trial, with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto.

WHEREFORE, Plaintiffs demand judgment as follows:

On the First Cause of Action, jointly and severally against the Dylan Defendants in favor of Plaintiffs, for a sum in excess of \$1,750,000.00, the precise amount to be proven at trial, with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto. Plaintiffs are further entitled to exemplary and punitive damages in a sum in excess of \$2,000,000.00.

On the Second Cause of Action, jointly and severally against the Universal Defendants in favor of Plaintiffs, for a sum in excess of \$1,750,000.00, the precise amount to be proven at trial, with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto.

On the Third Cause of Action, jointly and severally against the Universal Defendants in favor of Plaintiffs, for a sum in excess of \$1,750,000.00, the precise amount to be proven at trial,

with appropriate legal interest, including, without limitation, all consequential and incidental damages related thereto.

Dated: New York, New York
January 20, 2021

AARON RICHARD GOLUB, ESQUIRE, P.C.
Attorney for Plaintiffs

s/Aaron Richard Golub
Aaron Richard Golub
35 East 64th Street, Suite 4A
New York, New York 10065
Ph: (212) 838-4811