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10 Attorneys for Plaintiffs  
11 OLMO ZUCCA and JACKSON LOMASTRO

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 OLMO ZUCCA and JACKSON  
15 LOMASTRO,

16 Plaintiffs,

17 vs.

18 SAMUEL AWUKU, professionally  
19 known as SAMMY SOSO, an  
20 individual; TYLA SEETHAL, an  
21 individual; SONY MUSIC  
22 ENTERTAINMENT, a Delaware  
23 general partnership; and DOES 1  
24 through 10, inclusive,

25 Defendants.

Case No. 25-2592

**COMPLAINT FOR:**

- 1. **DECLARATORY JUDGMENT**
- 2. **ACCOUNTING**
- 3. **CONSTRUCTIVE TRUST**
- 4. **UNJUST ENRICHMENT / QUASI CONTRACT**

**[DEMAND FOR JURY TRIAL]**

26 Plaintiffs Olmo Zucca and Jackson LoMastro (collectively, "Plaintiffs"),  
27 through undersigned counsel, for their Complaint against Defendants Samuel  
28 Awuku, p/k/a Sammy Soso, Tyla Seethal, Sony Music Entertainment ("SME"), and  
Does 1 through 10, inclusive (collectively, "Defendants"), state and allege as  
follows:

**INTRODUCTION**

1  
2 1. Defendant Tyla Seethal (“Tyla” or “Seethal”) is a South African  
3 singer who gained international recognition after the release of her 2023 single  
4 *Water* (the “Song”).

5 2. Since its release by Epic Records (an SME label) on July 28, 2023, the  
6 Song has won numerous accolades including the inaugural Grammy Award for  
7 Best African Music Performance, Billboard Music Award for Top Afrobeats Song,  
8 and MTV Video Music Award for Best Afrobeats Video.

9 3. To date, the Song has over *one billion* downloads on Spotify and over  
10 *350 million* views on YouTube (just from the official music video and official  
11 audio), and a significant number of remixes are being made and registered on the  
12 Song.

13 4. Plaintiffs Olmo Zucca (“Zucca”) and Jackson LoMastro (“LoMastro”)  
14 are two of the co-composers and co-authors of the Composition of the Song.

15 5. Plaintiffs Zucca and LoMastro also are two of the top-line producers of  
16 the Song, along with Rayan El-Hussein Goufar (p/k/a Rayo) (“Goufar”) and  
17 Defendant Samuel Awuku, p/k/a Sammy Soso (“Awuku” or “Soso”).

18 6. This lawsuit arises from Awuku’s improper and unlawful efforts to  
19 take sole credit for production of the Song and to deprive Plaintiffs of top-line  
20 producer credit and royalties to which they are entitled from the Song.

21 7. Defendants have acknowledged that Plaintiffs are co-composers and  
22 co-authors of the Composition of the Song, but steadfastly refuse to (i) recognize  
23 and compensate Plaintiffs as top-line producers of the Song, and (ii) pay Plaintiffs  
24 all of the royalties to which Plaintiffs are entitled from the Song.

25 8. Defendants’ refusal to credit Plaintiffs as top-line producers of the  
26 Song has resulted in harm to Plaintiffs’ reputation and careers, and has cost  
27 Plaintiffs opportunities that otherwise would have been available to them had they  
28 been credited as top-line producers of the Song.

**PARTIES**

1  
2 9. Plaintiff Olmo Zucca is a songwriter, composer, producer, and  
3 guitarist, and at all times relevant hereto is and was an individual residing in the  
4 County of Los Angeles, California.

5 10. Plaintiff Jackson LoMastro is a songwriter, composer, and producer,  
6 and at all times relevant hereto is and was an individual residing in the County of  
7 Los Angeles, California.

8 11. Defendant Samuel Awuku is a record and vocal producer, songwriter,  
9 engineer, and DJ. Plaintiffs are informed and believe and based thereon allege that  
10 at all times relevant hereto Awuku is and was an individual residing in the United  
11 Kingdom.

12 12. Defendant Tyla Seethal is a singer. Plaintiffs are informed and believe  
13 and based thereon allege that at all times relevant hereto Seethal is and was an  
14 individual residing in Johannesburg, South Africa.

15 13. Plaintiffs are informed and believe and based thereon allege that  
16 Defendant Sony Music Entertainment is a Delaware general partnership, the  
17 partners of which are citizens of New York and Delaware. Plaintiffs are further  
18 informed and believe and based thereon allege that SME's headquarters and  
19 principal place of business are located at 25 Madison Avenue, New York, New  
20 York 10010.

21 14. The true names and capacities of the Defendants sued herein as Does 1  
22 through 10, inclusive, are currently unknown to Plaintiffs, who therefore sue such  
23 Defendants by fictitious names. Plaintiffs will amend this Complaint to allege the  
24 true identities of such Doe Defendants when their identities are discovered. Plaintiffs  
25 are informed and believe, and thereon allege, that each such fictitiously named Doe  
26 Defendant is responsible in some manner for the events alleged in this Complaint  
27 and that Plaintiffs' damages as alleged herein were proximately caused by the  
28 conduct of such Doe Defendants, and each of them, and that Defendants in

1 committing the acts and omissions alleged herein acted as agents and servants of one  
2 another, acted within the scope of their authority as agents and servants of each  
3 other, and/or approved and ratified the acts and/or omissions of each other.

4 **JURISDICTION AND VENUE**

5 15. Plaintiffs' first claim for relief arises under the copyright laws of the  
6 United States, as amended (17 U.S.C. § 101, *et seq.*). The Court has subject matter  
7 jurisdiction over this claim pursuant to 28 U.S.C. §§ 1331 and 1338.

8 16. This Court has supplemental jurisdiction over Plaintiffs' remaining claims  
9 pursuant to 28 U.S.C. § 1367 because they are so closely related to the claims over  
10 which the Court has original jurisdiction that they form part of the same case and  
11 controversy and derive from a common nucleus of operative facts.

12 17. Additionally, diversity jurisdiction exists pursuant to 28 U.S.C. § 1332, as  
13 Plaintiffs are each a citizen of California, SME is a citizen of New York and Delaware,  
14 Awuku and Seethal are each a citizen of a foreign state, and the amount in controversy  
15 exceeds \$75,000, exclusive of interest and costs.

16 18. Each of the Defendants is subject to personal jurisdiction in California  
17 because a substantial part of the events giving rise to the claims asserted herein  
18 occurred within this judicial district; Defendants targeted the conduct complained  
19 of herein to California; and Defendants have caused injury to Plaintiffs within this  
20 judicial district.

21 19. Plaintiffs are informed and believe and based thereon allege that each  
22 of the Defendants also is subject to personal jurisdiction in California because they  
23 regularly transact, do, and solicit business in this judicial district. By way of  
24 example only, Awuku was in Los Angeles for the Grammy Awards in early 2024.  
25 While in Los Angeles, Awuku attended a nomination celebration party for the Song  
26 (to which he failed to invite Plaintiffs and Goufar). Plaintiffs are informed and  
27 believe and based thereon allege that, from February 2024 through April 2024,  
28

1 Awuku stayed in an Airbnb in West Hollywood, California, and ran recording  
2 sessions there.

3 20. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)  
4 because a substantial part of the events or omissions giving rise to Plaintiffs' claims  
5 occurred in this district; Defendants have committed acts directed at this judicial  
6 district, where both Plaintiffs reside; and Defendants are subject to the Court's  
7 personal jurisdiction with respect to this action.

8 **ALLEGATIONS COMMON TO ALL CLAIMS**

9 21. A March 8-9, 2023, recording session for the Song took place in Santa  
10 Monica, California. Four producers were present, including Zucca, LoMastro,  
11 Goufar, and Awuku.

12 22. During the recording session, Zucca and LoMastro produced numerous  
13 audio files that are used in the final master recording of the Song, including piano,  
14 Rhodes, bass guitar, electric guitar, sine pad, voice trumpet, and sound-designed  
15 vocal. At the completion of the recording session, Zucca and LoMastro transferred  
16 the audio files to Awuku's computer.

17 23. Because all four producers contributed equally to the production of the  
18 Song, each should be receiving full top-line producer credit and an equal percentage  
19 of royalties.

20 24. Zucca and LoMastro were not "session musicians," and their  
21 contribution to the Song was not done on a work-for-hire basis.

22 25. Zucca and LoMastro never received or signed any paperwork  
23 indicating that they were session musicians for the Song, and they never were paid  
24 on a work-for-hire basis for the Song. Rather, Zucca and LoMastro were full  
25 producers. Indeed, Goufar has commented publicly that "the song was produced  
26 from scratch by me @olmosound @jacklomastro and him [Awuku]. real producers  
27 no instrumentalists. everyone was jamming."  
28

1           26. In violation of Plaintiffs’ rights, Awuku has taken sole credit for the  
2 entire production of the Song, negotiated and entered into a producer agreement  
3 directly with Seethal, failed to tell Plaintiffs (or Goufar) about it, and failed to cut  
4 Plaintiffs in on equal terms. Instead of each producer getting ¼ of 50% (i.e., 12.5%)  
5 of the music publishing royalties (which would be customary), Awuku took 15%  
6 for himself, allocated 10% to each of Zucca, LoMastro, and Goufar, and gave 5% to  
7 Christopher Alan “Tricky” Stewart.

8           27. Although Plaintiffs tried for months to resolve the matter with Awuku,  
9 Awuku adamantly refused to negotiate.

10           28. Plaintiffs made repeated efforts beginning in early July 2023 – *before*  
11 *the Song was released* – to obtain the credit and royalties to which they are entitled.

12           29. On June 6, 2023, Awuku informed Goufar via text message that Tyla  
13 would be releasing a song using music recorded during the March 8-9, 2023,  
14 recording session.

15           30. On June 15-16, 2023, Awuku asked Goufar via text message for the  
16 full names of the producers who participated in the recording session.

17           31. On July 2-3, 2023, Goufar informed Zucca and LoMastro via text  
18 message that Tyla would be releasing the Song in late July 2023. Goufar asked  
19 Zucca and LoMastro to sign a Split Sheet Agreement.

20           32. On July 5, 2023, LoMastro asked Goufar via text message, “Are they  
21 doing long form agreement as well? since this is just a split sheet.” Goufar  
22 responded, “I can ask - this one only concerns publishing.”

23           33. On July 5, 2023, LoMastro also received an Instagram message from  
24 Awuku: “Hey bro. Did you get the forms from Rayo to fill out?” LoMastro  
25 responded that he would send the form back ASAP, but also asked “will there be a  
26 formal agreement for the record?” Mr. Awuku replied, “No just publishing splits  
27 bro.” Around this time, LoMastro’s manager advised him to ask for Tyla’s  
28

1 manager's contact information so the parties could come to an agreement on  
2 remaining terms instead of negotiating over Instagram messages.

3 34. Zucca and LoMastro signed a "Tyla – Water Split Sheet Agreement"  
4 on or about July 5, 2023 ("Split Sheet Agreement"). A true and correct copy of the  
5 Split Sheet Agreement is attached hereto as **Exhibit 1**.

6 35. The Split Sheet Agreement provides in pertinent part that "the  
7 copyright in the Composition shall be secured and held in the name of the following  
8 writers and publishers with writing/production credits, songwriter and publishing  
9 income from the Composition being listed and divided as set forth below."

10 36. The Split Sheet Agreement is not signed by anyone other than Zucca,  
11 LoMastro, and Goufar, is undated, and expressly addresses only  
12 "writing/production credits, songwriter and publishing income."

13 37. Plaintiffs never waived any of their rights to master/record royalties or  
14 standard SoundExchange royalties for the Song.

15 38. On July 27, 2023, LoMastro messaged Mr. Awuku via Instagram  
16 asking for "Tyla's managers email/phone ## for my MGMT." LoMastro explained  
17 that the Song was being released that night and his management "wanted to get the  
18 record papered up." Awuku replied, "you just got pub on this there's no paperwork  
19 needed agreement wise. Hit up my manager if anything. He's been dealing with it  
20 telling me what I need and who needs to sign what etc." Awuku then provided his  
21 manager's email address.

22 39. LoMastro's managers made several attempts to contact Awuku's  
23 manager and Epic Records to address the incomplete paperwork. LoMastro's  
24 managers received no response from either party.

25 40. On October 20, 2023, LoMastro received an Instagram message from  
26 Awuku, who stated that he "just got a message from the label" and wanted to talk  
27 with LoMastro. LoMastro provided Awuku with his manager's contact information  
28 and explained that "i don't deal w the business side of things brody."

1 41. On November 13, 2023, LoMastro's attorney, Matt Buser, contacted  
2 Tyla's attorney, Roger Patton, seeking proportionate participation in the producer  
3 terms along with crediting for the Song.

4 42. Mr. Buser also exchanged emails with Awuku's counsel from  
5 November 13, 2023, through November 21, 2023. Awuku's counsel stopped  
6 responding to Mr. Buser on November 21, 2023. LoMastro's managers  
7 subsequently made several attempts to contact Awuku's manager and SME to  
8 address the incomplete paperwork. They received no response from either party.

9 43. Beginning on or about March 29, 2024, Zucca and his managers  
10 separately sought producer credit and master points for Zucca, to no avail.

11 44. SME originally agreed to give Zucca the compensation he requested,  
12 but then said that Zucca had to take it up with Awuku's team because they were in  
13 charge of dispensing credits and points.

14 45. On May 13, 2024, Zucca and his manager had a meeting with Zeke  
15 Lewis, president of Epic Records, to play demos for Tyla and/or other artists. After  
16 congratulating Zucca on the Song, Mr. Lewis said that Zucca was not the first  
17 person to come to Epic Records looking to fix their credit for the Song. Lewis  
18 claimed that Awuku did not inform Epic Records that there were other producers on  
19 the Song.

20 46. Plaintiffs are informed and believe and based thereon allege that the  
21 copyright for the Composition of the Song identifies Plaintiffs as co-copyright  
22 claimants.

23 47. Plaintiffs are informed and believe and based thereon allege that the  
24 copyright for the Composition of the Song also identifies Plaintiffs as co-authors.  
25  
26  
27  
28



**FIRST CLAIM FOR RELIEF**

**(For Declaratory Relief against all Defendants)**

1  
2  
3 48. Plaintiffs repeat, reallege, and incorporate by reference each and every  
4 allegation contained in Paragraphs 1 through 47, inclusive, of this Complaint as if  
5 fully set forth herein.

6 49. An actual and present controversy now exists between Plaintiffs and  
7 Defendants.

8 50. Plaintiffs contend that they are co-authors of the Composition of the  
9 Song and top-line producers of the Song, which entitles each of Zucca and  
10 LoMastro to full top-line producer credit, a 12.5% share of the publishing royalties  
11 generated from the exploitation of the Song, a *pro rata* share of the master/record  
12 royalties relating to the Song, a *pro rata* share of standard SoundExchange royalties  
13 for the Song, and producer fees.

14 51. Defendants have denied that Plaintiffs are top-line producers of the  
15 Song, and have further denied that Zucca and LoMastro are each entitled to full top-  
16 line producer credit, a 12.5% share of the publishing royalties generated from the  
17 exploitation of the Song, a *pro rata* share of the master/record royalties relating to  
18 the Song, a *pro rata* share of standard SoundExchange royalties for the Song, and  
19 producer fees.

20 52. Because Defendants have refused to recognize Plaintiffs' status as top-  
21 line producers of the Song, and have failed to pay Plaintiffs all of the royalties they  
22 are owed from the Song, Plaintiffs have each suffered injury in fact.

23 53. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201,  
24 Plaintiffs are entitled to a declaration of rights as follows: (a) Plaintiffs are each a  
25 top-line producer of the Song; (b) Plaintiffs are each entitled to full top-line  
26 producer credit for the Song, including on the copyright to the Composition for the  
27 Song; (c) Plaintiffs are each entitled to a prospective and retroactive 12.5% share of  
28 the publishing royalties generated from the exploitation of the Song; (d) Plaintiffs

1 are each entitled to prospective and retroactive *pro rata* master/record royalties  
2 relating to the Song; (e) Plaintiffs are each entitled to prospective and retroactive  
3 *pro rata* standard SoundExchange royalties for the Song; and (f) Plaintiffs are each  
4 entitled to producer fees for the Song.

5 **SECOND CLAIM FOR RELIEF**

6 **(For Accounting against all Defendants)**

7 54. Plaintiffs repeat, reallege, and incorporate by reference each and every  
8 allegation contained in Paragraphs 1 through 53, inclusive, of this Complaint as if  
9 fully set forth herein.

10 55. Plaintiffs, as co-authors of the Composition for the Song and top-line  
11 producers of the Song, are each entitled to a 12.5% share of the publishing royalties  
12 generated from the exploitation of the Song and a *pro rata* share of the  
13 master/record royalties and standard SoundExchange royalties that Defendants have  
14 enjoyed from the exploitation of the Song.

15 56. By commercially exploiting the Song without accounting to Plaintiffs  
16 for all music royalties generated by the Song, Defendants have wrongfully deprived  
17 Plaintiffs of their rightful share therefrom.

18 57. Defendants are in sole control of the books and records needed to  
19 ascertain the amounts due to Plaintiffs pursuant to their special relationship as co-  
20 authors of the Composition of the Song and top-line producers of the Song.  
21 Plaintiffs have no means by which they can assemble the information necessary to  
22 calculate what is owed to them by Defendants.

23 58. Plaintiffs are entitled to an order of this Court directing Defendants to  
24 render a complete and honest accounting of all music royalties generated by the  
25 Song, including but not limited to mechanical royalties, performance royalties,  
26 synchronization royalties, and print royalties, and all sums due to Plaintiffs, and to  
27 pay Plaintiffs the sums shown by such accounting.

1 **THIRD CLAIM FOR RELIEF**

2 **(For Constructive Trust against all Defendants)**

3 59. Plaintiffs repeat, reallege, and incorporate by reference each and every  
4 allegation contained in Paragraphs 1 through 58, inclusive, of this Complaint as if  
5 fully set forth herein.

6 60. By virtue of the foregoing, Plaintiffs are each entitled to a 12.5% share  
7 of the publishing royalties generated from the exploitation of the Song and a *pro*  
8 *rata* share of the master/record royalties and standard SoundExchange royalties for  
9 the song.

10 61. Defendants have wrongfully deprived each Plaintiff of a 12.5% share  
11 of the publishing royalties generated from the exploitation of the Song and of a *pro*  
12 *rata* share of the master/record royalties and standard SoundExchange royalties for  
13 the song.

14 62. By virtue of Defendants' acts, Defendants hold the music royalties  
15 derived from the exploitation of the Song as constructive trustees for the benefit of  
16 Plaintiffs and Defendants.

17 63. Plaintiffs are each entitled to immediate possession of a 12.5% share  
18 of the publishing royalties generated from the exploitation of the Song and a *pro*  
19 *rata* share of the master/record royalties and standard SoundExchange royalties for  
20 the Song held by Defendants as constructive trustees.

21 **FOURTH CLAIM FOR RELIEF**

22 **(For Unjust Enrichment / Quasi Contract against all Defendants)**

23 64. Plaintiffs repeat, reallege, and incorporate by reference each and every  
24 allegation contained in Paragraphs 1 through 63, inclusive, of this Complaint as if  
25 fully set forth herein.

26 65. Defendants have each received and unjustly retained a benefit at  
27 Plaintiffs' expense.

1 66. Awuku has received a benefit in the form of being recognized as the  
2 sole top-line producer of the Song when, in fact, Plaintiffs also are top-line  
3 producers of the Song.

4 67. Defendants have each received and unjustly retained royalties from the  
5 Song that rightfully belong to Plaintiffs.

6 68. Defendants knew or should have known that Plaintiffs expected to  
7 receive (i) top-line producer credit for the Song, and (ii) all of the royalties to which  
8 Plaintiffs are entitled from the Song.

9 69. It would be inequitable and unjust for Defendants to retain the  
10 foregoing benefits.

11 70. As a direct and proximate result of Defendants' unjust enrichment,  
12 Plaintiffs have suffered damages in an amount to be proven at trial, but at a  
13 minimum \$75,000, exclusive of interest and costs.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs respectfully pray for judgment in their favor and  
16 against Defendants as follows:

17 1. That the Court declare as follows: (a) Plaintiffs are each a top-line  
18 producer of the Song; (b) Plaintiffs are each entitled to full top-line producer credit  
19 for the Song, including on the copyright to the Composition for the Song; (c)  
20 Plaintiffs are each entitled to a prospective and retroactive 12.5% share of the  
21 publishing royalties generated from the exploitation of the Song; (d) Plaintiffs are  
22 each entitled to prospective and retroactive *pro rata* master/record royalties relating  
23 to the Song; (e) Plaintiffs are each entitled to prospective and retroactive *pro rata*  
24 standard SoundExchange royalties for the Song; and (f) Plaintiffs are each entitled  
25 to a producer fee for the Song;

26 2. That the Court order an accounting of all music royalties derived from  
27 the exploitation of the Song by Defendants;

