

1 Brent J. Lehman (State Bar No. 282149)
blehman@munckwilson.com

2 Dina Ovsepien (State Bar No. 328942)
dovsepien@munckwilson.com

3 **MUNCK WILSON MANDALA, LLP**
4 1925 Century Park East, Suite 2300
5 Los Angeles, California 90067
Telephone: (310) 855-3311
Facsimile: (972) 628-3616

6 Attorney for Plaintiff,
7 CHARLES EDWARD HUGO
p/k/a CHAD HUGO

8
9 **UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISCTRICT OF CALIFORNIA**

11 CHARLES EDWARD HUGO p/k/a
12 CHAD HUGO, an individual;

13 Plaintiff,

14 v.

15 PHARRELL WILLIAMS, an
16 individual; N.E.R.D. MUSIC, LLC, a
17 Delaware limited liability company;
18 NEPTUNES, LLC/NEPTUNES LLC, a
19 Delaware limited liability company; CH
& PW, INC., a Virginia corporation; PW
& CH, INC., a Virginia corporation; PW
BRANDING, INC., a California
corporation; PW IP HOLDINGS, LLC,
a Delaware limited liability company;
TALAMASCA, INC., a Delaware
corporation; and DOES 1-10 inclusive,

21 Defendants.
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Case No. 2:26-cv-00746

PLAINTIFF’S COMPLAINT FOR:

- 1) **BREACH OF FIDUCIARY DUTY**
- 2) **ACCOUNTING—N.E.R.D. MUSIC, LLC**
- 3) **ACCOUNTING—NEPTUNES, LLC/NEPTUNES LLC**
- 4) **DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiff CHARLES EDWARD HUGO (“Plaintiff”), by his undersigned attorneys,
2 files this complaint (the “Complaint”) against defendants PHARRELL WILLIAMS
3 (“Defendant Williams”)¹, N.E.R.D. MUSIC, LLC (the “Company”), Neptunes,
4 LLC/Neptunes LLC (“The Neptunes Entities”), CH & PW, INC., PW & CH, INC., PW
5 BRANDING, INC., PW IP HOLDINGS, LLC, and TALAMASCA, INC.² for breach of
6 fiduciary duty, accounting, and declaratory relief. In support thereof, Plaintiff states and
7 alleges as follows:

8 **INTRODUCTION**

9 1. Plaintiff brings this action (the “Action”) for breach of fiduciary duty,
10 accounting, and declaratory relief arising from Defendant Williams’ systemic denial of
11 Plaintiff’s contractual and ownership rights in the Company and in The Neptunes Entities.

12 2. Over an extended period, Defendant Williams has failed to provide Plaintiff
13 with access to essential financial records, has withheld distributions and profits to which
14 Plaintiff is entitled under the Company’s Limited Liability Operating Agreement (the
15 “Operating Agreement”), and has exercised control over the Company and The Neptunes
16 Entities’ revenues in a manner inconsistent with his fiduciary obligations to Plaintiff.

17 3. Through this Action, Plaintiff seeks a judicial declaration of his rights and
18 Defendant Williams’ obligations under the Operating Agreement, The Neptunes Entities
19 operating agreement, and the Defendant Entities’ operating agreements; a full and
20 transparent accounting of all revenues generated through The Neptunes Entities and the
21 Company in connection with the production duo The Neptunes and the musical group
22 N.E.R.D.; and the recovery of profits and distributions wrongfully withheld by Defendant
23 Williams, the Company, and The Neptunes Entities.

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26
27 ¹ Plaintiff and Defendant Williams will hereinafter collectively be referred to as, the “Parties.”

28 ² CH & PW, Inc., PW & CH, Inc., PW Branding, Inc., PW IP Holdings, LLC, and Talamasca, Inc. will hereinafter collectively be referred to as, the “Defendant Entities.”

1 **JURISDICTION AND VENUE**

2 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)
3 because the parties are citizens of different states and the amount in controversy exceeds
4 \$75,000, exclusive of costs and interest.

5 5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a
6 substantial part of the events or omissions giving rise to the claims occurred in this
7 District.

8 **PARTIES**

9 6. Plaintiff Charles Edward Hugo p/k/a Chad Hugo is an individual residing in
10 the State of Virginia. He is a founding member of the musical group N.E.R.D., the
11 production duo The Neptunes, and co-owner of the Company and The Neptunes Entities.

12 7. Defendant Pharrell Williams is an individual residing in the State of Florida.
13 Defendant Williams is a founding member of the musical group N.E.R.D., the production
14 duo The Neptunes, and co-owner of the Company and The Neptunes Entities. Defendant
15 Williams is the managing member of the Company. Upon information and belief,
16 Defendant Williams is the managing member of The Neptunes Entities. Upon information
17 and belief, Defendant Williams is the sole or controlling owner and managing member of
18 the Defendant Entities.

19 8. Defendant N.E.R.D. Music, LLC is a Delaware limited liability company
20 with its principal place of business in California.

21 9. Defendant NEPTUNES, LLC/NEPTUNES LLC is a Delaware limited
22 liability company with its principal place of business in California.

23 10. Defendant CH & PW, INC. is a Virginia corporation with its principal place
24 of business in California.

25 11. Defendant PW & CH, INC. is a Virginia corporation with its principal place
26 of business in California.

27 12. Defendant PW BRANDING, INC. is a California corporation with its
28 principal place of business in California.

1 13. Defendant PW IP HOLDINGS, LLC is Delaware limited liability company
2 with its principal place of business in California.

3 14. Defendant TALAMASCA, INC. is a Delaware corporation with its principal
4 place of business in California.

5 15. The true names and capacities of Defendants sued herein as DOES 1 through
6 20 are unknown to Plaintiff, who therefore sues these Defendants by such fictitious
7 names. Plaintiff will amend this Complaint to allege their true names and capacities when
8 ascertained.

9 **FACTUAL ALLEGATIONS**

10 **Parties' Relevant History and Plaintiff's Instrumental Role**

11 16. Plaintiff realleges and incorporates by reference each and every allegation
12 contained in paragraphs 1 through 15 as though fully set forth herein.

13 17. Plaintiff and Defendant Williams are the founders behind the music
14 production duo The Neptunes and the musical group N.E.R.D., two of the most influential
15 musical forces of their generation, whose innovative, genre-blending sound helped shape
16 modern hip-hop, R&B, and pop music.

17 18. Plaintiff and Defendant Williams met as teenagers in or around the late 1980s
18 in Virginia Beach, Virginia, through school activities and local music programs, and
19 thereafter began collaborating musically. From the outset of their collaboration, Plaintiff
20 contributed core compositional, instrumental, and production work, while Defendant
21 Williams contributed performance, vocal, and songwriting elements.

22 19. In or around the early 1990s, Plaintiff and Defendant Williams began
23 operating professionally under the name "The Neptunes," a production and songwriting
24 duo through which they developed a distinctive musical and production style. Plaintiff
25 served as principal composer, arranger, multi-instrumentalist, and producer responsible
26 for programming, instrumentation, and overall sound design, while Defendant Williams
27 more frequently appeared as the public-facing member of the duo.

1 20. Beginning in or about the late 1990s and continuing into the 2000s, The
2 Neptunes wrote and produced commercially successful and critically acclaimed
3 recordings for prominent artists in the hip-hop, R&B, and pop markets, including, among
4 others, Britney Spears, Justin Timberlake, and Jay-Z.

5 21. In or about 1999, Plaintiff and Defendant Williams, along with Sheldon
6 “Shay” Haley (“Haley”) co-founded N.E.R.D. as an artist project to perform and release
7 original material rather than solely producing recordings for third parties. Plaintiff served
8 as N.E.R.D.’s principal composer, multi-instrumentalist, and producer responsible for the
9 group’s genre-blending sound.

10 22. In or about 2001, N.E.R.D. released its debut studio album, *In Search Of...*,
11 followed by subsequent recordings, including *Fly or Die* and other projects, which further
12 expanded the creative and commercial reach of the Parties’ partnership. The combined
13 success of The Neptunes and N.E.R.D. materially enhanced the professional reputations
14 and earning capacities of Plaintiff and Defendant Williams, individually and as a duo.

15 23. These recordings and related activities generated revenues from released
16 albums and music, publishing, touring, merchandise, synchronization, and brand
17 collaborations, all of which were enabled in substantial part by Plaintiff’s contributions as
18 a writer, producer, arranger, and performer. Although Defendant Williams often received
19 greater public visibility, Plaintiff’s contributions as a founding creative partner, co-writer,
20 producer, and co-founder of both The Neptunes and N.E.R.D. were indispensable to the
21 commercial value, goodwill, and brand recognition associated with these ventures.

22 **The Operating Agreement and Agreements Related to The Neptunes Entities**

23 24. Plaintiff realleges and incorporates by reference each and every allegation
24 contained in paragraphs 1 through 23 as though fully set forth herein.

25 25. In or about 2014, Plaintiff, Defendant Williams, and Mr. Haley formed the
26 Company, which was memorialized in the Operating Agreement on or about December
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1 16, 2014. The Operating Agreement was subsequently amended in or around September 1,
2 2017³.

3 26. The Operating Agreement at section 6.1(d) provides that “[a]ll Members
4 shall be given on a monthly basis a statement indicating the Income and Expenses of the
5 [the Company] for the preceding month. The Managers and Members shall be provided
6 with copies of or access to all books and records of [the Company] on an ongoing basis
7 and shall be provided with copies of the underlying royalty statements from all third
8 parties promptly after receipt by [the Company].”

9 27. The Operating Agreement at section 10.3 provides that “[w]ithin one hundred
10 and twenty (120) after the end of each Fiscal Year, the Company shall cause to be
11 delivered to each Member a financial statement of the Company for the prior Fiscal Year,
12 prepared at the expense of the Company, which financial statement shall set forth, as of
13 the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a
14 balance sheet for the Company; (b) the balance on each Member’s Capital Account; and,
15 (c) such information as reasonably shall be necessary for the Class A and Class B
16 Members to be advised of the financial status and results of operations of the Company.”

17 28. The Operating Agreement at section 10.4 provides that upon unanimous
18 “determination by the Managers, the Company may provide the Members quarterly
19 operating statements and reports of the financial condition of the Company in such form
20 as reasonably and unanimously determined by the Managers for each quarter that shall be
21 submitted to the Members within sixty (60) days after the end of each such quarter.”

22 29. The Operating Agreement at Schedule “A” provides the percentage interests
23 and category splits are as follows: Defendant Williams holds 50.0% of the Units and is
24 entitled to 50% of “Touring and Other Income” and 33% of “Merchandise and Trademark
25 Income;” Plaintiff and Mr. Haley each hold 25% of the Units and are each entitled to 25%
26 of “Touring and Other Income” and 33.3% of “Merchandise and Trademark Income.”

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³ A true and correct copy of the amended Operating Agreement is attached hereto as Exhibit “1”.

1 30. By virtue of Sections 6.1(a) through (d), 10.3, and the Tax Matters Member
2 provision, Defendant Williams—as the Manager whose consent is required for Manager
3 action, the sole authorized signatory with authority to bind the Company, and the
4 designated Tax Matters Member—is responsible for causing the Company to (a) provide
5 monthly statements of income and expenses; (b) furnish prompt copies of third-party
6 royalty statements upon receipt; (c) provide ongoing access to all books and records; and
7 (d) deliver annual financial statements (including profit and loss, balance sheet, and each
8 Member’s capital account balance) within 120 days after each fiscal year-end.

9 31. Further, Plaintiff holds a fifty percent (50%) ownership interest in The
10 Neptunes Entities and is, therefore, entitled to receive revenues corresponding to that
11 ownership share.

12 32. Upon review of the incomplete financial records produced by Defendant
13 Williams, it appears that little revenue has been allocated to Plaintiff from The Neptunes
14 Entities’ profits, which is inconsistent with The Neptunes’ evident commercial success.

15 33. Notably, in or around February 2019, after a brief hiatus in their collaboration
16 as The Neptunes, Defendant Williams expressly stated to Plaintiff that he “never wanted
17 to work without [Plaintiff] again” and requested that Plaintiff travel to Miami, Florida to
18 work on various songs under The Neptunes. As part of this renewed arrangement, the
19 Parties agreed to a 50/50 production split between them, and 50/50 of the publishing splits
20 for each composition (the “Arrangement”). These are the same splits which were in effect
21 throughout the entire decades-long working relationship between Plaintiff and Defendant
22 Williams as The Neptunes.

23 34. Between 2019 and 2021, Plaintiff fully performed under the Arrangement by
24 providing all production services requested and contributing to nearly fifty (50) studio
25 sessions conducted by The Neptunes.

26 35. Thereafter, Defendant Williams failed to honor Plaintiff’s entitlements under
27 the Arrangement, denied Plaintiff his rightful publishing share and share of record
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1 royalties, and wrongfully took full credit for Plaintiff’s contributions without proper
2 attribution or compensation.

3 **Defendant Williams’ Breach of the Operating Agreement**

4 36. Plaintiff realleges and incorporates by reference each and every allegation
5 contained in paragraphs 1 through 35 as though fully set forth herein.

6 37. Notwithstanding his contractual obligations under the Operating Agreement,
7 Defendant Williams failed to provide the required monthly income-and-expense
8 statements, ongoing access to books and records, prompt copies of third-party royalty
9 statements, and annual financial statements within the prescribed period—or at all.

10 38. Since 2021, Plaintiff has been in the process of trying to obtain the monthly
11 statements, books and records, and royalty statements to which he is contractually entitled.
12 Defendant Williams has failed to produce such documents despite repeated demands.

13 39. On or about August 18, 2021, Plaintiff’s then counsel sent Defendant
14 Williams’ counsel a demand letter for production of certain financial documents. No
15 documents were produced.

16 40. On or about March 18, 2022, Plaintiff’s then-counsel sent a letter to
17 Defendant Williams’ counsel identifying Defendant Williams’ failure to account for both
18 the Company and The Neptunes Entities’ financial records, placing Defendant Williams
19 on notice of Plaintiff’s claims and need for transparency and compensation. Defendant
20 Williams failed to resolve these issues.

21 41. On or about March 23, 2023, Plaintiff’s then-counsel again demanded
22 Defendant Williams’ compliance with the Operating Agreement’s reporting and record-
23 access provisions, expressly quoting Section 6.1(d) and requesting all the Company’s
24 financial records. The March 23, 2023, letter also addressed Plaintiff’s entitlements related
25 to The Neptunes Entities. Defendant Williams nevertheless failed to provide the monthly
26 statements, royalty statements, or comprehensive access to books and records as required
27 by the Operating Agreement and failed to provide financial documents related to The
28 Neptunes Entities.

1 42. On or about November 13, 2023, on Plaintiff’s behalf, Citrin Cooperman sent
2 a detailed document and information request to Defendant Williams’ counsel seeking,
3 among other things, monthly and annual financial statements, detailed general ledger data,
4 bank statements, royalty statements, tax documents, and a schedule for profit distributions.
5 Defendant Williams produced only a limited subset of documents, consisting of tax
6 returns between 2016 and 2020, an incomplete collection of bank statements and ledgers,
7 and miscellaneous production agreements related to The Neptunes Entities. However,
8 despite the comprehensive requests, Defendant Williams failed to produce core categories
9 of accounting and royalty documentation necessary to assess the Company and The
10 Neptunes Entities’ revenues and Plaintiff’s corresponding entitlements.

11 43. On May 3, 2024, Plaintiff’s counsel followed up with Defendant Williams’
12 counsel regarding the missing documents. However, additional documents were never
13 produced.

14 44. In or about December 2024, Defendant Williams’ counsel promised to
15 produce documents, but no documents were ever produced. Notably, Defendant
16 Williams’ counsel admitted having difficulty accessing the documents but acknowledged
17 that such documents exist.

18 45. Defendant Williams’ persistent failure to provide monthly statements, third-
19 party royalty statements, annual financial statements, and ongoing access to books and
20 records constitutes a breach of the Operating Agreement’s reporting and delivery
21 obligations by the Company, and given Defendant Williams’ controlling managerial role,
22 a breach by Defendant Williams in failing to fulfill his duties under the Operating
23 Agreement and the Parties’ agreements related to The Neptunes Entities.

24 46. As a result of Defendant Williams’ noncompliance, Plaintiff has been
25 deprived of the transparency necessary to evaluate buyout proposals, confirm the
26 calculation and categorization of distributions owed to him under the Operating
27 Agreement, and assess revenues from The Neptunes Entities and from N.E.R.D. and all
28 related merchandise, trademarks, and recordings.

1 47. Upon information and belief, Plaintiff has not received his appropriate share
2 of royalties in connection with The Neptunes and N.E.R.D.'s album sales and released
3 music⁴, as well as distributions from touring income, and various merchandising deals.
4 Alternatively, Defendant Williams distributed the funds in a manner inconsistent with the
5 Operating Agreement's explicitly stated percentage splits and agreements related to The
6 Neptunes

7 48. Upon information and belief, Plaintiff alleges that Defendant Williams
8 entered a series of deals involving N.E.R.D. without consulting with Plaintiff or
9 accounting for any of the proceeds to which Plaintiff is entitled. By way of example,
10 Defendant Williams, on behalf of the Company, entered a partnership with Corner
11 Merchandising to which Plaintiff was entitled to 33.3% of all profits. Plaintiff received
12 approximately \$136,765 between August 2022 and September 2023. Though
13 merchandise sales continued past that date, Plaintiff has not received any corresponding
14 distributions past September 2023.

15 49. Further, Defendant Williams, on behalf of the Company, partnered with
16 multiple fashion and streetwear brands⁵, but no contracts or revenues have been disclosed
17 to Plaintiff.

18 50. By way of further example, and upon information and belief, Plaintiff is
19 owed at least \$325,000-\$575,000, with potential damages exceeding \$750k-\$1M, for the
20 *No One Ever Really Dies Album* alone, which debuted at #10 on Billboard and has
21 millions of streams.

22 51. Further, upon information and belief, Defendant Williams has diverted
23 revenues generated by the Company and/or The Neptunes to one or more of the Defendant
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26 ⁴ Upon information and belief, a significant number of songs are missing from Plaintiff's label portals
27 and SoundExchange portals indicating that Plaintiff has not received the royalties he is entitled to.

28 ⁵ These brands include but are not limited to Ambush, Adidas, Billionaire Boys Club, Human Made, Cactus Plant Flea Market, Collette, Complexcon x Murakami, Illesteva, Noah, Paco Robanne (in one email it states that PR is not one of them, so verify this), Neighborhood, and Pintrill.

1 Entities, in an effort to conceal and deprive Plaintiff of his rightful share of profits and
2 royalties.

3 52. On or about March 31, 2023, Plaintiff's then-counsel requested that the
4 Parties, the Company, The Neptunes Entities, and the Defendant Entities enter into a
5 tolling agreement (the "Tolling Agreement"), so that the Parties could pursue negotiations
6 while preserving all rights. The Tolling Agreement expires on January 24, 2026.

7 **COUNT I**

8 **Breach of Fiduciary Duty**

9 **(Against Defendant Williams)**

10 53. Plaintiff realleges and incorporates by reference each and every allegation
11 contained in paragraphs 1 through 52 as though fully set forth herein.

12 54. At all relevant times, Plaintiff was a founding member of N.E.R.D., with
13 contractual rights under the Company's Operating Agreement to specified shares of
14 royalties and income distributions from the Company's album releases and music, touring,
15 merchandise deals, and collaborations. Further, at all relevant times, Plaintiff was a
16 founding member of The Neptunes and holds a fifty percent (50%) ownership interest in
17 The Neptunes Entities.

18 55. At all relevant times, Defendant Williams was a founding member of
19 N.E.R.D. and, pursuant to the Operating Agreement, the managing member, sole
20 authorized signatory, and Tax Matters Member. Further, at all relevant times, Defendant
21 Williams was a founding member of The Neptunes and holds a fifty percent (50%)
22 ownership interest in The Neptunes Entities. Upon information and belief, Defendant
23 Williams is the managing member of The Neptunes Entities.

24 56. Pursuant to the Operating Agreement, Defendant Williams' role as the
25 managing member, sole authorized signatory, and Tax Matters Member required him to
26 exercise control over the Company's financial reporting, books and records, and
27 distributions, which included monthly and annual reporting of the same to Plaintiff
28

1 thereby owing Plaintiff the fiduciary duties of loyalty, care, good faith, and full and fair
2 disclosure with respect to the Company's affairs and revenues.

3 57. Notwithstanding these fiduciary duties and the express requirements of the
4 Operating Agreement, Defendant Williams failed and refused to provide Plaintiff with
5 monthly income-and-expense statements, prompt copies of third-party royalty statements,
6 annual financial statements, and ongoing access to books and records, despite Plaintiff's
7 repeated requests for the same.

8 58. As a direct and proximate result of Defendant Williams' breaches, Plaintiff
9 has been deprived of the information necessary to verify royalties and distributions, to
10 detect and challenge any misallocation or diversion of revenues, and to evaluate buyout
11 proposals and other transactions affecting his membership interest in the Company

12 59. Upon information and belief, by virtue of his role as managing partner of The
13 Neptunes Entities, Defendant Williams owed fiduciary duties to Plaintiff in connection
14 therewith and in relation to revenues generated in connection with The Neptunes.

15 60. Upon information and belief, Defendant Williams breached his fiduciary
16 duties as managing member of The Neptunes Entities by refusing to honor Plaintiff's
17 entitlements under The Neptune Entities' operating agreement and the Arrangement,
18 denying Plaintiff his rightful publishing share and share of record royalties, and
19 wrongfully taking full credit for Plaintiff's contributions to The Neptunes without proper
20 attribution or compensation. As a direct and proximate result of Defendant Williams'
21 breaches of fiduciary duty, Plaintiff has suffered substantial monetary damages, including
22 unpaid or underpaid royalties, touring income, and merchandise and trademark revenues
23 reasonably estimated in the hundreds of thousands of dollars or more, as well as
24 consequential harm, including loss of transparency and control over his membership
25 interest and the costs and expenses of engaging professionals and counsel to investigate
26 and obtain information and payments that should have been provided in the ordinary
27 course of business.

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1 61. Further, upon information and belief, Defendant Williams engaged in self-
2 dealing, concealed material information, and, upon information and belief, diverted
3 revenues owed to Plaintiff. Such willful, fraudulent, and malicious conduct warrants the
4 imposition of punitive damages.

5 **COUNT II**

6 **Accounting**

7 **(Against N.E.R.D. Music, LLC)**

8 62. Plaintiff realleges and incorporates by reference each and every allegation
9 contained in paragraphs 1 through 61 as though fully set forth herein.

10 63. By virtue of Defendant Williams' role as managing member, sole authorized
11 signatory, and Tax Matters Member of the Company, Defendant Williams has occupied a
12 position of trust and control over Company finances, records, and revenues, and owes
13 Plaintiff contractual and fiduciary duties to provide accurate financial information,
14 accounting, and access to books and records pursuant to the Operating Agreement.

15 64. Defendant Williams' duties include, without limitation, providing monthly
16 income-and-expense statements, prompt copies of third-party royalty statements, annual
17 financial statements, and ongoing access to all Company books and records, which
18 constitute a duty to render full and complete accounting to Plaintiff.

19 65. The financial affairs of the Company—including but not limited to royalty
20 streams from sound recordings and publishing, touring income, merchandise and
21 trademark revenues, synchronization and brand-collaboration income, and related
22 distributions—are complex, span many years, and involve numerous third-party contracts
23 and royalty sources that are uniquely within Defendant Williams' control and knowledge.

24 66. Plaintiff has been denied the very financial statements, royalty statements,
25 ledgers, bank records, and other documentation needed to determine what sums are owed,
26 thereby rendering Plaintiff unable to ascertain the precise balance due to him without a
27 formal, Court-supervised accounting, and Plaintiff lacks an adequate remedy at law to
28 obtain a complete and accurate determination of monies owed.

1 73. Plaintiff seeks declaratory relief to resolve an actual, ongoing controversy
2 concerning the Parties' respective rights and obligations under the Operating Agreement
3 and N.E.R.D. related revenue streams, The Neptunes Entities and The Neptunes-related
4 revenue streams, and the revenue streams related to the Defendant Entities.

5 74. An actual, present controversy of sufficient immediacy and reality exists
6 between Plaintiff and Defendant Williams regarding, among other things: (a) Plaintiff's
7 rights to receive financial information, books and records, royalty statements, and annual
8 financial statements under the Operating Agreement and as related to The Neptunes
9 Entities and the Defendant Entities; (b) Plaintiff's entitlement to specified percentage
10 interests therein; and (c) Defendant Williams' authority and obligations, as managing
11 member of The Neptunes Entities; managing member, sole authorized signatory, and Tax
12 Matters Member of the Company, with an obligation to comply with the Operating
13 Agreement and to account for and pay revenues derived from N.E.R.D.'s commercial
14 activities to Plaintiff; and as sole owner managing member of the Defendant Entities

15 75. A judicial declaration of the Parties' respective rights and obligations under
16 the Operating Agreement, The Neptunes Entities operating agreement, and the Defendant
17 Entities' operating agreements, including, without limitation, Plaintiff's information and
18 accounting rights, his economic interests in defined revenue categories, and Defendant
19 Williams' duties and authority as managing member of the Company, The Neptunes
20 Entities, and the Defendant Entities' will resolve the uncertainty and controversy between
21 the parties and guide their future conduct.

22 76. Entry of declaratory relief will clarify whether Defendant Williams was and
23 is obligated to provide specific categories of financial information and payments going
24 forward, thereby avoiding further disputes, preventing a multiplicity of actions, and
25 stabilizing the Parties' legal relationship under the Operating Agreement, The Neptunes
26 Entities' operating agreement, and the Defendant Entities' operating agreements.

27 ///

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. For compensatory damages in an amount to be proven at trial, including but not limited to unpaid or underpaid royalties, touring income, merchandise and trademark revenues, and other proceeds related to the Company and The Neptunes Entities, wrongfully withheld or misallocated.
2. For damages according to proof for breach of fiduciary duty under the Operating Agreement and the Neptunes Entities operating agreement.
3. For punitive damages for breach of fiduciary duty under the Operating Agreement and the Neptunes Entities operating agreement
4. For equitable relief on the accounting cause of action, including: (a) a full and complete accounting of all revenues, expenses, and distributions relating to the Company and the Neptunes Entities.
5. For a judicial declaration of the parties’ respective rights and obligations under the Operating Agreement, including, without limitation, (a) Plaintiff’s rights to financial information, books and records, and royalty and financial statements; (b) Plaintiff’s percentage and category-based interests in “Touring and Other Income,” “Merchandise and Trademark Income,” and other defined revenue streams; and (c) Defendant Williams’ duties and authority as managing member, sole authorized signatory, and Tax Matters Member to cause N.E.R.D. Music, LLC to comply with those obligations.
6. For a judicial declaration of the Parties’ respective rights and obligations under The Neptunes Entities operating agreement.
7. For a judicial declaration of the Parties’ respective rights and obligations under the Defendant Entities’ operating agreements.
8. For pre-judgment and post-judgment interest at the maximum rate allowed by law.

1 9. For an award of Plaintiff's costs of suit, including reasonable attorneys' fees,
2 expert fees, and accounting/audit costs to the extent permitted by law or contract.

3 10. For such other and further legal and equitable relief as the Court may deem
4 just and proper.

5 **DEMAND FOR A JURY TRIAL**

6 Pursuant to Rule 28(b) of the *Federal Rules of Civil Procedure*, Plaintiff requests a
7 jury trial of all issues that may be tried to a jury in this action.

8
9 DATED: January 23, 2026

MUNCK WILSON MANDALA, LLP

10
11 By: /s/ Brent J. Lehman

Brent J. Lehman

Dina Ovsepian

Attorneys for Plaintiff

12 CHARLES EDWARD HUGO

13 p/k/a CHAD HUGO