UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PLUG AND PLAY LLC;
CHAD EVENTS LLC;
LEGADO EVENTS CORP.,
Plaintiffs,
v.

CASE No.:

Plaintiffs Demand Trial By Jury

DALVIN ANTONIO NÚÑEZ VARGAS,
professionally known as
"DALVIN LA MELODÍA";
SUENALA MIKEY, LLC;
ÁNGEL DAVID PAREDES LÓPEZ,
Defendants.
_____/

COMPLAINT FOR DECLARATORY JUDGMENT,
BREACH OF CONTRACT, CONTRACTUAL DECEIT, AND DAMAGES

TO THE HONORABLE COURT:

COMES NOW Plaintiffs, Chad Events LLC, Plug and Play LLC, and Legado Events Corp., through the undersigned counsel, and very respectfully state, allege, and pray as follows:

I. INTRODUCTION

1. This is a textbook case of an artist who, after his producer-partners took the risk, invested, and sold out a record run of eight nights at the Coliseo de Puerto Rico José Miguel Agrelot, now refuses to perform unless the producers give up the deal they already have. Plaintiffs secured the venue, filed the Puerto Rico Treasury ticket permits, priced and launched the shows, and sold more than 84,000 tickets across eight shows, from a sellable inventory of approximately 13,891 tickets per night, a run that broke the record for a bachata artist at the Coliseo. Defendants approved every step. Only after the tickets were sold did Defendants announce that the agreed 55 percent for plaintiffs and 45 percent split of net profits was gone, replaced by an 80/20 split in the Artist's

favor, a $300,000-per-show guarantee described by Defendants' counsel as "economic backing for the artist to be able to perform," and a list of new controls that no one had ever agreed to.

2. Defendants now say that there is no agreement and that "nothing binds" them until a written contract drafted by lawyers is signed. The record says otherwise. Defendants' managers joined the producers' administrative group "so that everything administrative would have visibility," gave the producers the Artist's "green light," directed them to open "as many [shows] as the tickets will hold," posted every announcement jointly on the Artist's own social media, and accepted the producers' investment of money, lodging, and travel. Puerto Rico law does not require a signed writing to form a contract of this kind. A contract is perfected by consent, and a party who has acted on an agreement cannot later disown it.

3. Thus, Plaintiffs ask the Court to declare that a binding co-production agreement exists for all eight shows on a 55/45 net-profit basis after costs; to declare that the new conditions Defendants seek to impose under threat of non-performance form no part of that agreement; to award damages for Defendants' anticipatory repudiation and bad-faith breach and for the Artist's contractual deceit (*dolo contractual*), or, in the alternative, for their bad-faith breaking off of negotiations and unjust enrichment; and to secure the effectiveness of the judgment against the box-office proceeds located in Puerto Rico.

II. THE PARTIES

4. Plaintiff Chad Events LLC ("Chad Events") is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, Commercial Registry No. 1113766-0035, with its principal place of business at Urb. El Valle, 370 Calle Paseo de la Palma Real, Caguas, Puerto Rico 00727. Its sole member is Rolando Santa Fonseca ("Santa"), a concert producer, licensed

producer No. 522, who is a citizen of the United States domiciled in Caguas, Puerto Rico. Chad Events is therefore a citizen of Puerto Rico.

5. Plaintiff Plug and Play LLC ("Plug and Play") is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, Registry No. 547416, with its principal place of business at 4745 Isla Verde Avenue, Apt. 7C, Carolina, Puerto Rico 00979. Its sole member is Víctor José Roque ("Roque"), a concert producer who is a citizen of the United States domiciled in Carolina, Puerto Rico. Plug and Play is therefore a citizen of Puerto Rico.

6. Plaintiff Legado Events Corp. ("Legado Events") is a corporation organized under the laws of the State of Florida, with its principal place of business at 1929 NW 108th Avenue, Miami, Florida 33172. Legado Events is therefore a citizen of Florida. Its president is Jairo J. Velázquez Morales ("Velázquez"). Legado Events directs, controls, and coordinates its business from its office in Miami, Florida, which is its principal place of business.

7. Santa, Roque, and Velázquez are the principals of Chad Events, Plug and Play, and Legado Events, respectively, and acted on behalf of their companies in the events described below. They are not named as Plaintiffs in their individual capacities. Santa and Roque are domiciled in Puerto Rico. Velázquez is domiciled in Florida.

8. Chad Events, Plug and Play, and Legado Events are referred to together as "Plaintiffs" or "the Producers."

9. Defendant Dalvin Antonio Núñez Vargas, professionally known as "Dalvin La Melodía" ("Dalvin" or "the Artist"), is a recording and performing artist. Upon information and belief, he is a citizen of the Dominican Republic domiciled at Calle Acrópolis No. 11, Residencial Yoryi Morel, La Barranquita, Santiago de los Caballeros, Santiago 51000, Dominican Republic. He is not a citizen of the United States, and he is not a lawful permanent resident of the United States

domiciled in Puerto Rico, Florida, or any other State. He resides permanently in the Dominican Republic and travels to Puerto Rico and the United States only temporarily, to perform.

10. Defendant Suenala Mikey, LLC ("Suenala Mikey") is a limited liability company organized under the laws of the State of Delaware, Delaware Division of Corporations File No. 10610531, formed on April 30, 2026, with an address at Calle Acrópolis No. 11, Residencial Yoryi Morel, La Barranquita, Santiago de los Caballeros, Santiago 51000, Dominican Republic. Suenala Mikey is the Artist's management company and, in its own words, his "representante exclusiva" ["exclusive representative"]; it contracted in that capacity for the Artist's prior Puerto Rico engagement, and the Producers' invoicing for the shows was handled in its name under the June 24, 2026 Coca-Cola Music Hall's original Contract. Upon information and belief, formed after reasonable inquiry, Suenala Mikey's members are Michael Antonio Quevedo Infante. Quevedo is a citizen of the Dominican Republic who resides and is domiciled at the same address in Santiago de los Caballeros as the Artist. No member of Suenala Mikey is a citizen of the United States, whether alone or as a dual national, and no member is an alien admitted to the United States for permanent residence. The Delaware Division of Corporations does not disclose the members of a limited liability company, and the remaining details of Suenala Mikey's membership are peculiarly within Defendants' knowledge. Upon information and belief Quevedo is the only partner of the limited liability company.

10a. Defendant Ángel David Paredes López ("Paredes") is the alleged business manager of the Artist and is also said to be the Artist's booking agent. Paredes is a citizen of the Dominican Republic domiciled in the Dominican Republic. His address is the same as the principal artist's domicile in Santiago de los Caballeros.

11. Michael Antonio Quevedo Infante ("Quevedo" or "Mikey") and Ángel David Paredes López ("Paredes") are principals of Suenala Mikey and act as the Artist's managers and representatives. Quevedo and Paredes are citizens of the Dominican Republic, as alleged in Paragraph 10. Quevedo signed the June 24, 2026 Contract for Suenala Mikey as "Representante Exclusivo de DALVIN LA MELODÍA," and Paredes appears on it as "Business Manager." At all relevant times, Quevedo and Paredes acted within the scope of their actual and apparent authority as agents of the Artist and of Suenala Mikey. Their acts and communications alleged in this Complaint were made on behalf of the Artist and are attributable to him.

III. SUBJECT-MATTER JURISDICTION

12. This Court has original jurisdiction under 28 U.S.C. § 1332(a)(2), which extends to civil actions between "citizens of a State and citizens or subjects of a foreign state" where the matter in controversy exceeds $75,000, exclusive of interest and costs.[1]

13. For purposes of § 1332, the Commonwealth of Puerto Rico is a "State."[2] Each Plaintiff is a citizen of a State. Chad Events and Plug and Play are citizens of Puerto Rico because their members are citizens of the United States domiciled in Puerto Rico. Legado Events is a citizen of Florida, the State in which it is incorporated and has its principal place of business. 28 U.S.C. § 1332(c)(1). If Legado Events' principal place of business were found to be in Puerto Rico rather than Florida, it would be a citizen of Puerto Rico and Florida; in either case it is a citizen of a State. No Plaintiff, and no member of any Plaintiff limited liability company, is a citizen or subject of a foreign state or a citizen of the United States domiciled abroad.[3]

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[1] (28 U.S.C.A. § 1332 (West))

[2] 28 U.S.C. § 1332(e). (28 U.S.C.A. § 1332 (West))

[3] The citizenship of a limited liability company is that of each of its members, traced through every layer. (BRT Mgmt. LLC v. Malden Storage LLC, 68 F.4th 691, 695–696 (1st Cir. 2023)) A United States citizen domiciled abroad is "stateless" and destroys jurisdiction under § 1332(a)(2). (D.B. Zwirn Special Opportunities Fund, L.P. v. Mehrotra,

14. Each Defendant is a citizen or subject of a foreign state, the Dominican Republic. The Artist is a citizen of the Dominican Republic domiciled there, is not a citizen of the United States, and is not an alien admitted to the United States for permanent residence. Paredes is a citizen of the Dominican Republic domiciled there, as alleged in Paragraph 10a. Suenala Mikey, as a limited liability company, takes the citizenship of each of its members, regardless of the State in which it was organized; upon information and belief, its members, Quevedo and (if he is a member) Paredes, are each a citizen of the Dominican Republic, as alleged in Paragraph 10 above. Suenala Mikey is therefore a citizen of the Dominican Republic, and this action lies between citizens of a State and citizens or subjects of a foreign state under 28 U.S.C. § 1332(a)(2). No Defendant, and no member of any Defendant entity, is a citizen of the United States or an alien admitted to the United States for permanent residence. Every Plaintiff is a citizen of a State, and every Defendant is a citizen or subject of a foreign state. No alien is aligned with Plaintiffs, and no citizen of a State is aligned with Defendants. Complete diversity therefore exists.

15. The amount in controversy exceeds $75,000, exclusive of interest and costs. Among other things, Plaintiffs claim their 55% share of the net profits of eight shows for which more than 84,000 tickets have been sold, which Plaintiffs estimate in good faith at more than $2,500,000, together with reliance, consequential, and other damages exceeding $4,000,000. Each Plaintiff's claim independently exceeds $75,000, exclusive of interest and costs, because each Plaintiff's share of the Producers' 55% of net profits, and each Plaintiff's own investment and exposure, exceed that amount.

IV. PERSONAL JURISDICTION

661 F.3d 124, 125–127 (1st Cir. 2011)) ; (Newman-Green, Inc. v. Alfonzo-Larrain, 490 U.S. 826, 828–829, 109 S. Ct. 2218, 2220–2221, 104 L. Ed. 2d 893 (1989))

16. This Court has specific personal jurisdiction over each Defendant. Puerto Rico's long-arm provision, Rule 3.1(a)(2) of the Puerto Rico Rules of Civil Procedure of 2009, P.R. Laws Ann. tit. 32A, App. V, R. 3.1(a)(2), reaches to the limits of due process, so the inquiry is whether Defendants have minimum contacts with Puerto Rico such that the suit does not offend traditional notions of fair play and substantial justice.[4] The First Circuit asks whether the claims arise out of or relate to the defendant's forum activities, whether those activities are a purposeful availment of the privilege of doing business in the forum, and whether jurisdiction is reasonable.[5]

17. **Relatedness.** Plaintiffs' claims arise directly from Defendants' agreement to perform eight concerts in Puerto Rico with Puerto Rico producers, for a share of Puerto Rico box-office revenue, and from Defendants' refusal to perform them on the agreed terms. In contract cases the Court considers the parties' prior negotiations, the contemplated future consequences, the terms of the contract, and the parties' actual course of dealing.[6] Every one of those factors is centered in Puerto Rico.

18. **Purposeful availment.** Defendants deliberately reached out to exploit the Puerto Rico market and entered a contractual relationship centered here.[7] Among other contacts:

a. *Prior Puerto Rico engagement.* Under a written "Contrato Internacional de Presentación Artística" dated June 24, 2026 (the "June 24, 2026 Contract"), Suenala Mikey, acting as the Artist's "representante exclusiva," contracted with Plaintiff Plug and Play, a Puerto Rico entity, for six performances by the Artist at the Coca-Cola Music Hall in San Juan on September 10, 11, 13, 14,

[4] (Rodriguez-Rivera v. Allscripts Healthcare Sols., Inc., 43 F.4th 150, 160 (1st Cir. 2022)) ; (Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472–480, 105 S. Ct. 2174, 2182–2186, 85 L. Ed. 2d 528 (1985))

[5] (PREP Tours, Inc. v. Am. Youth Soccer Org., 913 F.3d 11, 17 (1st Cir. 2019))

[6] (PREP Tours, Inc. v. Am. Youth Soccer Org., 913 F.3d 11, 18–19 (1st Cir. 2019)) ; (Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472–480, 105 S. Ct. 2174, 2182–2186, 85 L. Ed. 2d 528 (1985))

[7] (Rodriguez-Rivera v. Allscripts Healthcare Sols., Inc., 43 F.4th 150, 163–166 (1st Cir. 2022))

15, and 19, 2026. In that contract, Defendants agreed that it would be interpreted under "las leyes del Estado Libre Asociado de Puerto Rico" ["the laws of the Commonwealth of Puerto Rico"] and that "[t]oda controversia será sometida a la jurisdicción exclusiva de los tribunales competentes de San Juan, Puerto Rico" ["any controversy shall be submitted to the exclusive jurisdiction of the competent courts of San Juan, Puerto Rico"]. Plaintiffs produced that engagement, and all six shows sold out. The Coliseo run was announced and sold as its sequel: "Después de hacer historia con 6 SOLD OUTS en el Coca-Cola Music Hall, regresa el fenómeno Dalvin La Melodía" ["After making history with 6 SOLD OUTS at the Coca-Cola Music Hall, the Dalvin La Melodía phenomenon returns"], and "a petición del público, llega LA OTRA" ["at the public's request, LA OTRA arrives"].[8] The Producers planned the on-sale using the "misma estrategia" ["same strategy"] used "cuando hicimos coca cola" ["when we did Coca-Cola"].[9]

b. *Agreement to perform eight shows in Puerto Rico* on January 14, 15, 16, 17, 21, 22, 23, and 24, 2027, at the Coliseo de Puerto Rico, with Puerto Rico producers, for a share of Puerto Rico box-office revenue. (Section VI.)

c. *Approval and joint promotion of Puerto Rico ticket sales*, including joint "collab" posts on the Artist's own accounts directed to the Puerto Rico public and the Artist's interview with a Puerto Rico media personality. (Section VI.C.)

d. *Participation in the Puerto Rico Department of the Treasury (Hacienda) ticket-permit process*, including requests that Defendants supply the company's EIN and Form W-9 for Hacienda.[10]

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[8] (WhatsApp record). (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 2) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 2) . All Spanish-language exhibits will be filed with certified English translations as required by D.P.R. Local Rule 5(c). (Rule 5. Serving and Filing Pleadings and Other Papers, PR R USDCT L.Cv.R. 5) Bracketed translations in this Complaint are provisional.

[9] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15)

[10] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17)

e. *Invoicing and payment* through Suenala Mikey in connection with the Puerto Rico shows, including a wire transfer to Quevedo.[11]

f. *Arrangements for the Artist, his musicians, and staff to stay in Puerto Rico* from January 11 to 25, 2027.[12]

g. *Communications directed into Puerto Rico* conditioning the Puerto Rico performances on new terms, causing injury in Puerto Rico. (Section VI.D.)

19. **Reasonableness.** Exercising jurisdiction is reasonable under the gestalt factors: the burden on Defendants of appearing here, Puerto Rico's interest, Plaintiffs' interest in convenient and effective relief, the judicial system's interest in effective resolution, and the common interests of the sovereigns.[13] Defendants regularly travel to and perform in Puerto Rico and intend to be here for fifteen days in January 2027. Puerto Rico has a strong interest in protecting its producers, its principal public venue, and the members of the public who bought tickets. The venue, the ticketing records, the Hacienda permits, the box-office proceeds, the ticket consumers and vendors, and most witnesses are in Puerto Rico. For the same reasons, the Dominican Republic is not a more convenient forum.

V. VENUE, CHOICE OF LAW, AND SERVICE

20. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims occurred in this District, where the shows are to be performed, and under 28 U.S.C. § 1391(c)(3), because a defendant not resident in the United States may be sued in any judicial district.

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[11] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15)

[12] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 18)

[13] (Rodriguez-Rivera v. Allscripts Healthcare Sols., Inc., 43 F.4th 150, 166–167 (1st Cir. 2022))

21. In the June 24, 2026 Contract for the Artist's prior Puerto Rico engagement, Defendants agreed that Puerto Rico law would govern and that any controversy would be submitted to the exclusive jurisdiction of the competent courts of San Juan, Puerto Rico, where this Court sits. That clause reflects the parties' course of dealing and confirms that Defendants anticipated litigating disputes arising from their Puerto Rico engagements here. A federal court sitting in diversity applies the forum's choice-of-law rules, and Puerto Rico generally gives effect to the law the contracting parties chose.[14] Puerto Rico substantive law therefore governs. Independently, Puerto Rico law would govern absent a choice: the agreement was negotiated with Puerto Rico producers, is to be performed in Puerto Rico, and concerns a Puerto Rico venue and Puerto Rico box-office revenue.

22. Defendants will be served in accordance with Fed. R. Civ. P. 4(f)(2) or (f)(3) and 4(h)(2), the Dominican Republic not being a party to the Hague Service Convention, at the address in Santiago de los Caballeros alleged in Paragraphs 9 and 10.[15] Suenala Mikey may also be served in the United States through its registered agent in Delaware, A Registered Agent, Inc., 8 The Green, Ste A, Dover, Delaware 19901, under Fed. R. Civ. P. 4(h)(1). The Artist may also be served personally while present in Puerto Rico. Fed. R. Civ. P. 4(e)(2)(A).

VI. FACTS

A. The co-production partnership

23. The Artist's prior Puerto Rico engagement at the Coca-Cola Music Hall was a fee engagement. Under the June 24, 2026 Contract, the Artist was to receive a fixed fee of US$180,000 "ALL IN," and the contract provided that nothing in it would be interpreted as a "sociedad o asociación

[14] (Efron v. UBS Fin. Servs. Inc., No. CV 24-1168 (GMM), 2025 WL 966796 (D.P.R. Mar. 31, 2025))

[15] (Practical Law: Commencing a Federal Lawsuit: Filing and Serving the Complaint Checklist)

comercial" ["partnership or commercial association"]. For the Coliseo run, the parties went further and became partners in the production.

24. Upon information and belief, on or about July 10, 2026, Paredes, the Artist's agent, confirmed the agreement directly by telephone with the Artist. The Defendants agreed that the Producers and the Artist would produce the Coliseo shows together and divide the net proceeds of all shows 55/45 after deduction of costs.

25. On September 18, 2026, the Producers' administrative assistant created a WhatsApp group to administer the shows.[16] On September 20, 2026, at the Producers' request, Paredes was added to the group.[17] On September 21, 2026, Roque asked that Quevedo be added "Para que todo lo administrativo tenga visibilidad" ["so that everything administrative has visibility"], and Paredes added him.[18]

26. On October 3, 2026, Roque wrote to the group, in which the Artist's managers were members: "Ahora somos socios, por ende debemos todos cuidar el presupuesto" ["Now we are partners, therefore we must all take care of the budget"].[19] Velázquez replied, "Totalmente de acuerdo" ["Totally agree"].[20] No one on the Artist's side objected.

27. On October 20, 2026, Roque again wrote to Quevedo that "al ser una sociedad es bien delicado y una gran responsabilidad" ["being a partnership, it is very delicate and a great responsibility"].[21]

B. Plaintiffs performed: the venue, the Hacienda permits, the promotion, and a record sell-out

[16] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1)

[17] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1)

[18] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1)

[19] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17)

[20] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17)

[21] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 20)

28. Beginning on September 18, 2026, the Producers obtained and approved the Coliseo's seating scale, prepared and filed the Hacienda ticket permits ("refrendos") and their amendments for each show, set the ticket holds, and coordinated the on-sale with the Coliseo's box-office head and the ticketing agent.[22]

29. On September 21, 2026, the first show, "LA OTRA," Saturday, January 16, 2027, was announced jointly on the Artist's accounts. Paredes supplied the email addresses for himself and Suenala Mikey so that both would be copied on the on-sale communications, and Quevedo authorized the launch: "Delen." ["Go ahead."][23] The announcement received broad press coverage in Puerto Rico and the Dominican Republic.[24]

30. On September 23, 2026, tickets went on sale at 10:00 a.m. The Coliseo's box office reported 24,000 users in the online queue; the Producers' inventory was 13,891 tickets per show.[25] The January 16 show sold out that morning.[26]

31. Over the course of September 23, 2026, the Producers opened, and sold out, additional shows on January 15, January 17, January 14, January 23, January 22, and January 24, 2027, each with the express approval of the Artist's managers, as set out in Section VI.C. By 9:08 p.m., the

[22] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 1) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 2) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 5)

[23] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 3) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 3) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 4) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 4)

[24] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 4) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 4) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 5)

[25] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 6) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 6)

[26] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 7)

Producers announced "7 funciones sold out en PR" ["7 shows sold out in PR"].[27] The run broke the record of five Coliseo shows held by the group Aventura.[28]

32. The eighth show, Thursday, January 21, 2027, was confirmed by the Coliseo on September 24, 2026, and went on sale on September 25, 2026, at 1:00 p.m.[29] As of November 18th of 2026 more than 84,000 tickets have been sold across the eight shows, for gross sales of 5.7 million dollars.

C. Defendants approved, authorized, and ratified the co-production

33. Defendants' own words establish their agreement and participation. Among other statements in the group:

a. September 23, 2026, 10:57 a.m., Paredes, on opening the second show: "Bueno pues zumba la 2da" ["Well then, launch the 2nd"].[30]

b. September 23, 2026, 12:06 p.m., Paredes, approving four consecutive nights: "Creo que podemos hacer las 4 corridas" ["I think we can do the 4 in a row"].[31]

c. September 23, 2026, 12:29 p.m., Quevedo: "Acepten collab @all" ["Accept collab @all"].[32]

[27] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15)

[28] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 11) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 13)

[29] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 16) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 16)

[30] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 7)

[31] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 9)

[32] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 9)

d. September 23, 2026, 12:47 p.m., Quevedo: "Tienen luz verde de DALVIN" ["You have the green light from DALVIN"],[33] followed by "Delen la que aguanten los ticket." ["Give it as many as the tickets will hold."][34]

e. September 23, 2026, 1:40 p.m. and 3:20 p.m., Quevedo, confirming that he had published the announcements: "Post arriba ya." and "Post arriba." ["Post is up."][35]

f. September 23, 2026, 4:47 p.m., Roque asked the Artist's managers, "Seguimos? ... Su aprobación en todo es importante" ["Do we continue? ... Your approval on everything is important"], and Paredes answered, "Fuegooo" ["Fire!"].[36]

g. September 23, 2026, the Producers confirmed with the Artist's managers a Zoom interview of the Artist with Puerto Rico media personality Molusco.[37]

34. The Producers also invested their own money and credit in the shows with Defendants' knowledge and participation:

a. On September 24, 2026, an invoice was issued "a nombre de Suenala Mikey" ["in the name of Suenala Mikey"], and Roque reported that he was at the bank "haciendoles un wire a Mikey" ["making them a wire to Mikey"].[38]

[33] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 9)

[34] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 10)

[35] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 11) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 12)

[36] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 13) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 13) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 13)

[37] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 11)

[38] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15)

b. Between September 29 and October 1, 2026, the Producers repeatedly requested the corporate documentation, EIN, and Form W-9 of Defendants' company for Hacienda. Paredes acknowledged the request: "EIN aun no me llega" ["the EIN still hasn't arrived for me"].[39]

c. Beginning October 5, 2026, the Producers arranged lodging and travel for the Artist's musicians and staff for January 11 to 25, 2027, requesting quotes in the joint names "Suenala Mikey Plug & Play Chad Events."[40] On October 20, 2026, Roque confirmed "Ya se pago" ["It has been paid"] and authorized use of his card for the musicians' flights.[41]

35. Defendants approved the shows, authorized their sale, invoiced and accepted payment through their company, published the announcements on the Artist's own accounts, and accepted lodging and travel paid for by the Producers. These admissions conclusively establish that Defendants consented to, and performed under, the co-production agreement.

D. Defendants' repudiation and conditional refusal to perform

36. On October 20, 2026, at 4:30 p.m., after the shows had sold out, Quevedo announced new terms to the group: for the first show, 55% for the Producers and 45% for the Artist; for the other seven shows, 20% for the Producers and 80% for the Artist.[42] He added: "Quiero dejar claro que esta propuesta es firme. Dalvin y yo la conversamos y no aceptaremos condiciones distintas a las aquí estipuladas" ["I want to make clear that this proposal is firm. Dalvin and I discussed it and

[39] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17)

[40] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 17) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 18) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 18) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 18)

[41] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

[42] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

we will not accept conditions different from those stipulated here"], and "Si finalmente se decide cancelar, necesitamos comunicarlo con suficiente anticipación" ["If it is finally decided to cancel, we need to communicate it with sufficient notice"].[43]

37. When Santa offered to travel to Miami to reach an agreement, Quevedo replied: "Si es para proponernos algo distinto a lo anterior, el viaje sería innecesario. Si es para firmar lo dicho acá pues activo." ["If it is to propose something different from the above, the trip would be unnecessary. If it is to sign what was said here, then go."][44]

38. Thereafter, Defendants' counsel sent letters dated October 29, November 5, and November 13, 2026. In the November 13, 2026 letter and accompanying email, Defendants conditioned the shows on terms that had never been agreed, including:

a. a guarantee of $300,000 per show, payable on signing, as an advance against the Artist's share, the Artist receiving the greater of the two;[45]

b. an 80/20 split in the Artist's favor for shows two through eight and 45/55 for the first show, applied to all box-office and Coliseo rebates, with no promoter fee;[46]

c. a $1,000,000 cap on production costs for all eight shows, with every expense subject to Suenala Mikey's written approval of a P&L;[47]

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[43] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

[44] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 20) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 20) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 20)

[45] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 1)

[46] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2)

[47] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 1) ; (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2)

d. Artist approval of all sponsorships, VIP packages, and meet-and-greets, with all such revenue split on the same basis;[48]

e. no exclusivity, and artistic, creative, and technical control, including hiring the production;[49]

f. production of certified box-office reports, P&Ls, the Coliseo contract, and the deposit account before signing; real-time access to the ticketing platform; and designation of Suenala Mikey as co-producer on the Coliseo contract with no obligations and with indemnity from the Producers;[50] and

g. all audiovisual rights to the Artist, and sole liability of the Producers for any third-party commitments not approved in writing.[51]

39. The same letter asserts that "Nada obliga a nuestros clientes hasta que exista un acuerdo escrito negociado por los abogados y firmado por todas las partes" ["Nothing binds our clients until there is a written agreement negotiated by the lawyers and signed by all the parties"],[52] and that "ninguna disposición de la Propuesta original se incorporará sin acuerdo expreso" ["no provision of the Original Proposal will be incorporated without express agreement"].[53]

40. In the accompanying email, Defendants' counsel stated that the $300,000-per-show guarantee "es esencial y representa un respaldo económico para el artista poder presentarse" ["is essential

[48] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2)

[49] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2) ; (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2)

[50] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2)

[51] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 3)

[52] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 1)

[53] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 3)

and represents economic backing for the artist to be able to perform"].[54] Defendants have thus conditioned the Artist's performance of the agreed shows on Plaintiffs' acceptance of the new terms.

41. Defendants' counsel has stated that Defendants want the eight shows to take place.[55] Defendants want the shows on their new terms, not on the terms they agreed to. Plaintiffs have not canceled any show. Plaintiffs have always been, and remain, ready, willing, and able to perform the agreement. Any cancellation would be caused by Defendants' refusal to perform on the agreed terms.

42. Plaintiffs remain willing to negotiate in good faith, but not under threat of non-performance; they will not accept terms imposed under threat of non-performance after they have taken the risk and sold the shows.

E. Harm to Plaintiffs

43. Defendants' conduct has caused and threatens to cause Plaintiffs substantial harm, including: (a) the loss of Plaintiffs' 55% share of the net profits of the eight shows, estimated at 2.5 million dollars; (b) exposure to refunds of more than 84,000 tickets sold to the public; (c) exposure under the Coliseo contract and deposit of $680,000.00 (d) the costs of the Hacienda permits, marketing, and production commitments; (e) lodging and travel already paid of $14,000.00 approximately; and (f) injury to Plaintiffs' reputation and relationships with the Coliseo, the ticketing agent, sponsors, and the public.

44. The box-office proceeds of the eight shows are held by or through the Coliseo and its ticketing agent in Puerto Rico. Defendants are domiciled outside the United States, and any judgment

[54] (Email Correspondence regarding Dalvin La Melodía- Coliseo de Puerto Rico at 1)

[55] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 1)

against them would require recognition in the Dominican Republic before it could be enforced there.

VII. CAUSES OF ACTION

COUNT I: DEFENDANTS ARE BOUND BY THE 55/45 NET-PROFIT CO-PRODUCTION AGREEMENT THEY RATIFIED BY THEIR OWN CONDUCT (DECLARATORY JUDGMENT, 28 U.S.C. §§ 2201-2202)

45. Plaintiffs incorporate all preceding paragraphs.

46. An actual, justiciable controversy exists. Defendants deny that any agreement exists and assert that nothing binds them until a signed writing exists.

47. Under Puerto Rico law, a contract exists from the moment the parties consent to bind themselves, and consent is shown by the concurrence of offer and acceptance on the thing and the cause.[56] Contracts are perfected by mere consent; from that moment the parties are bound not only to what was expressly agreed but to all consequences that follow from good faith, usage, and law, and the validity and fulfillment of a contract cannot be left to the will of one party.[57] The co-production agreement is not a contract for which the law requires a public instrument or other form as a condition of validity.

48. The parties consented to a definite object (the joint production of the eight shows) and a cause (the division of net proceeds 55/45 after costs). Defendants' approvals, posts, invoicing, and acceptance of payment and lodging confirm their consent. Under the doctrine of one's own acts (*actos propios*), Defendants may not now deny the agreement on which they acted and induced Plaintiffs to act.

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[56] (§ 3371 When contract exists, 31 L.P.R.A. § 3371) ; (§ 3401 How consent shown; acceptance by letter, 31 L.P.R.A. § 3401) ; (§ 3391 Requisites of contracts, 31 L.P.R.A. § 3391)

[57] (Unisys Puerto Rico, Inc. v. Ramallo Bros. Printing, 128 D.P.R. 842, 1991 JTS 69 (June 28, 1991))

49. Plaintiffs request a declaration that (a) a binding co-production agreement exists for all eight shows on a 55/45 basis of net proceeds after costs; (b) the conditions set out in Paragraph 38 form no part of that agreement; and (c) any modification obtained under threat of non-performance would be voidable for defect of consent.[58]

COUNT II: DEFENDANTS REPUDIATED AND BREACHED THE AGREEMENT IN BAD FAITH

50. Plaintiffs incorporate all preceding paragraphs.

51. Plaintiffs performed their obligations under the agreement.

52. By conditioning the Artist's performance on new terms that Defendants declared "firme" and non-negotiable, Defendants unequivocally refused to perform the agreement as made.

53. Under Puerto Rico law, one who in any manner contravenes the terms of an obligation must indemnify the resulting losses and damages, which include both the loss suffered and the profit the creditor failed to realize.[59] A debtor acting in bad faith (*dolo*) is liable for all damages that clearly originate from the non-performance.[60] Defendants acted in bad faith by waiting until the shows had sold out to use the Artist's performance as leverage to capture the Producers' share.

54. Plaintiffs are entitled to compensatory damages, punitive damages, lost profits, reliance damages, and consequential damages in an amount to be proved at trial, but not less than $4,000,000.00.

COUNT III: THE ARTIST INCURRED CONTRACTUAL DECEIT (DOLO CONTRACTUAL) IN THE PERFORMANCE OF THE CO-PRODUCTION AGREEMENT

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[58] Consent given by intimidation is void. (§ 3404 When consent void, 31 L.P.R.A. § 3404) ; (§ 3406 Violence and intimidation, 31 L.P.R.A. § 3406) [VERIFY CIVIL CODE OF 2020 ARTICLES AND THRESHOLD.]

[59] (§ 3018 Fraud, negligence, or delay in fulfilling obligation, 31 L.P.R.A. § 3018) ; (Soc. de Gananciales v. Velez & Asoc., 145 D.P.R. 508, 98 TSPR 54, 1998 P.R.-Eng. 313060 (May 7, 1998))

[60] (§ 3024 Losses and damages for which debtor liable, 31 L.P.R.A. § 3024)

55. Plaintiffs incorporate all preceding paragraphs.

56. This Count is asserted against the Artist, acting personally and through his agents Quevedo, Paredes, and Suenala Mikey, who stated that the new terms had been discussed and decided with him: "Dalvin y yo la conversamos" ["Dalvin and I discussed it"].[61]

57. Under Puerto Rico law, the law that governs the co-production agreement, those who in the performance of their obligations incur fraud (*dolo*), negligence, or delay, and those who in any manner contravene the terms of those obligations, must indemnify the resulting losses and damages.[62] *Dolo* in the performance of a contract consists of the conscious and intentional purpose of evading the normal performance of one's obligations.[63] *Dolo* is not presumed, but it need not be proved directly; it may be inferred from circumstantial evidence like any other fact.[64]

58. The Artist incurred *dolo* in the performance of the co-production agreement. While the Producers committed the venue, filed the Hacienda permits, invested in promotion, lodging, and travel, and opened show after show, the Artist and his managers approved each step, gave the Artist's "luz verde," and directed the Producers to open "la que aguanten los ticket" (Section VI.C), and they remained deliberately silent about any intention to depart from the agreed 55/45 division.

59. Upon information and belief, the Artist and his managers withheld that intention knowingly and by design until the Producers had placed all eight shows on sale and sold out at least seven of them, so that the Producers' investment, the Coliseo dates, the Hacienda permits, and more than 84,000 tickets sold to the public could not be withdrawn without severe loss. Seven shows were

[61] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

[62] (§ 3018 Fraud, negligence, or delay in fulfilling obligation, 31 L.P.R.A. § 3018)

[63] (Marquez v. Torres Campos, 111 D.P.R. 854, 1982 JTS 4 (Jan. 18, 1982))

[64] (Marquez v. Torres Campos, 111 D.P.R. 854, 1982 JTS 4 (Jan. 18, 1982))

sold out by September 22, 2026, and the eighth went on sale on September 25, 2026.[65] Only afterward did the Artist's side disclose the new terms, which Quevedo stated he had shared with Roque "[h]ace unos días" ["a few days ago"] before October 20, 2026.[66]

60. Having secured that position, the Artist, through his agents, conditioned his performance of the agreed shows on the Producers' acceptance of new terms: a reversal of the division to 80/20 in his favor, a $300,000-per-show guarantee described as "esencial" for the Artist "poder presentarse" ["to be able to perform"], and the other conditions described in Paragraph 38.[67] He declared those terms "firme," refused to consider "condiciones distintas," and raised the prospect of cancellation.[68]

61. This conduct was not a good-faith renegotiation. It was a conscious and intentional plan to evade the normal performance of the Artist's obligations under the agreement and to use the Producers' sunk investment, and their exposure to the Coliseo, the ticketing agent, Hacienda, and the ticket-buying public, as leverage to appropriate the Producers' share of the profits. It is also contrary to the duty of good faith that binds the parties to all the consequences of their agreement and forbids leaving its fulfillment to the will of one party.[69] The Artist and his managers intended to hold Plaintiffs hostage by withholding the Artist's performance unless Plaintiffs agreed to the new terms.

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[65] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 15) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 16) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 16)

[66] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

[67] (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 2) ; (RE: Su carta en respuesta a la nuestra del 5 de noviembre de 2026; "Dalvin La Melodía Concert", Coliseo de Puerto Rico Jose Miguel Agrelot at 1) ; (Email Correspondence regarding Dalvin La Melodía- Coliseo de Puerto Rico at 1)

[68] (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19) ; (WhatsApp Chat Transcript regarding Dalvin La Melodía / La Otra Event Planning at 19)

[69] (Unisys Puerto Rico, Inc. v. Ramallo Bros. Printing, 128 D.P.R. 842, 1991 JTS 69 (June 28, 1991))

62. Because the Artist acted with *dolo*, he is liable for all damages that clearly derive from his non-performance, not only those foreseeable when the obligation was constituted.[70] Those damages include Plaintiffs' lost 55% share of net profits, reliance and out-of-pocket expenditures, refund and venue exposure, injury to Plaintiffs' commercial reputation, in an amount to be proved at trial and not less than $1,000,000.00. Plaintiffs further seek punitive damages for the Artist's fraudulent and deceitful breach of the agreement, to the extent permitted by the Civil Code of Puerto Rico of 2020.

COUNT IV (IN THE ALTERNATIVE): DEFENDANTS BREACHED THEIR DUTIES AS PARTNERS IN THE JOINT VENTURE

63. Plaintiffs incorporate all preceding paragraphs.

64. A partnership is a consensual contract by which two or more persons bind themselves to contribute money, property, or industry to a common fund with the intention of dividing the profits; it is perfected by mere consent and rests on trust among the partners.[71]

65. The Producers contributed the venue, permits, capital, credit, and promotion; the Artist contributed his performances and his name and social-media reach; and the parties agreed to share the net profits. The parties themselves called the arrangement a partnership. Defendants breached their duties of good faith and loyalty to the venture by attempting to appropriate the venture's profits for themselves.

66. Plaintiffs are entitled to damages and punitive damages in an amount to be proved at trial and to an accounting of the venture's proceeds.

COUNT V (IN THE ALTERNATIVE): DEFENDANTS BROKE OFF NEGOTIATIONS IN BAD FAITH AFTER INDUCING PLAINTIFFS' RELIANCE (CULPA IN CONTRAHENDO)

[70] (§ 3024 Losses and damages for which debtor liable, 31 L.P.R.A. § 3024)

[71] (Marcial v. Tome, 144 D.P.R. 522, 1997 JTS 146 (Dec. 10, 1997))

67. Plaintiffs incorporate all preceding paragraphs, except those alleging the formation of a final contract.

68. If the Court finds that no final contract was formed, Puerto Rico law recognizes liability for damages caused by bad-faith conduct in the course of pre-contractual negotiations.[72]

69. The negotiations had reached an advanced stage; Defendants induced Plaintiffs' reasonable reliance by approving the sale of eight shows; Plaintiffs invested substantially in reliance; and Defendants then departed from the agreed terms without just cause and for the purpose of exploiting Plaintiffs' sunk investment.

70. Plaintiffs are entitled to reliance damages in an amount to be proved at trial.

COUNT VI (IN THE ALTERNATIVE): UNJUST ENRICHMENT

71. Plaintiffs incorporate all preceding paragraphs, except those alleging the formation of a contract.

72. In the alternative, Defendants would be enriched, and Plaintiffs correspondingly impoverished, without just cause, if Defendants were permitted to capture through the 80/20 restructuring the value of the Producers' investment, promotion, and sell-out.

73. Plaintiffs are entitled to restitution of the value conferred, in an amount to be proved at trial.

VIII. PROVISIONAL REMEDIES

74. Under Fed. R. Civ. P. 64, this Court may use the provisional remedies available under Puerto Rico law, and P.R. R. Civ. P. 56 authorizes the Court to issue any provisional order necessary to secure satisfaction of the judgment, including attachment and prohibition to alienate.[73] Plaintiffs

[72] (Vila & Hnos., Inc. v. Owens Ill. de P.R., 117 D.P.R. 825, 17 P.R. Offic. Trans. 987 (Nov. 21, 1986)) *See also, Producciones Tommy Muñiz V. Copan*, 113 D.P.R. 517 (1982), and *Colón V. Glamorous Nails & Boutique*, 167 D.P.R. 33 (2006).

[73] (Goya Foods, Inc. v. Wallack Mgmt. Co., 290 F.3d 63, 70 (1st Cir. 2002)) ; (Matter of Unanue-Casal, 144 B.R. 604, 608 (D.P.R. 1992))

will move separately for an order securing the effectiveness of the judgment by attachment, prohibition to alienate, or deposit in Court of the Artist's share of the Puerto Rico box-office proceeds.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendants, jointly and severally, and:

a. Declare that a binding co-production agreement exists between Plaintiffs and Defendants for the eight shows at the Coliseo de Puerto Rico on January 14, 15, 16, 17, 21, 22, 23, and 24, 2027, providing for a division of net proceeds 55% to Plaintiffs and 45% to the Artist after costs;

b. Declare that the conditions Defendants seek to impose, including those in Paragraph 38, form no part of that agreement, and that any modification obtained under threat of non-performance is voidable;

c. Order provisional remedies to secure the effectiveness of the judgment, including attachment or deposit in Court of the Artist's share of the Puerto Rico box-office proceeds;

d. Enter preliminary and permanent injunctive relief, limited to preserving the status quo, prohibiting Defendants from (i) interfering with the Coliseo, ticketing, or Hacienda arrangements for the shows, (ii) diverting or claiming box-office proceeds outside the agreed division, and (iii) committing the January 14-24, 2027 dates or the "La Otra" run to another promoter in Puerto Rico;

e. Order an accounting of the box-office proceeds, to be held in a segregated account pending judgment;

f. Award compensatory damages, lost profits, reliance damages, and consequential damages in an amount not less than $6,500,000, including all damages that clearly derive from the Artist's

contractual deceit (*dolo*) and bad-faith breach, and punitive damages to the extent permitted by law;

g. Award pre- and post-judgment interest, costs, and attorney's fees, including fees and interest for obstinacy under P.R. R. Civ. P. 44.1 and 44.3, as applicable;[74] and

h. Grant such other relief as is just and proper.

JURY DEMAND

Plaintiffs demand trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 19th day of November, 2026.

SUEIRO LAW OFFICES
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San Juan, Puerto Rico 00927-6204
Tel. (787) 753-4712
Email: rsdv@me.com
s/ Roberto Sueiro del Valle
ROBERTO SUEIRO DEL VALLE
USDC-PR No. 207801
Counsel for Plaintiffs

[74] (Coco Rico, LLC v. Universal Ins. Co., 141 F.4th 321 (1st Cir. 2025))

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

PLUG AND PLAY LLC; CHAD EVENTS LLC; LEGADO

(b) County of Residence of First Listed Plaintiff Carolina, Puerto Rico
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Roberto Sueiro del Valle, USDC-PR No. 207801
SUEIRO LAW OFFICES, Tulipán 170, Urb. San Francisco
San Juan, Puerto Rico 00927-6204

DEFENDANTS

NÚÑEZ VARGAS, DALVIN ANTONIO, p/k/a "DALVIN LA MELODÍA"; SUENALA MIKEY, LLC; PAREDES LÓPEZ, ÁNGEL DAVID

County of Residence of First Listed Defendant Santiago, Dominican Republic
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

Unknown

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☒ 3	Foreign Nation	☐ 6	☒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332(a)(2) (alienage diversity); 28 U.S.C. §§ 2201-2202

Brief description of cause:
Breach of concert co-production agreement, contractual deceit (dolo), declaratory judgment and damages under P.R. law

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ 6,500,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD
s/ Roberto Sueiro del Valle

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

PLUG AND PLAY LLC; CHAD EVENTS LLC; LEGADO EVENTS CORP.

Plaintiff(s)

v.

DALVIN ANTONIO NÚÑEZ VARGAS, professionally known as "DALVIN LA MELODÍA"; SUENALA MIKEY, LLC; ÁNGEL DAVID PAREDES LÓPEZ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* DALVIN ANTONIO NÚÑEZ VARGAS
professionally known as "Dalvin La Melodía"
Calle Acrópolis No. 11, Residencial Yoryi Morel
La Barranquita, Santiago de los Caballeros
Santiago 51000, Dominican Republic

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Roberto Sueiro del Valle, Esq.
SUEIRO LAW OFFICES
Tulipán 170, Urb. San Francisco
San Juan, Puerto Rico 00927-6204
Tel. (787) 753-4712
Email: rsdv@me.com / sueirolaw@me.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Dalvin Antonio Núñez Vargas was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

PLUG AND PLAY LLC; CHAD EVENTS LLC; LEGADO EVENTS CORP.

Plaintiff(s)

v.

DALVIN ANTONIO NÚÑEZ VARGAS, professionally known as "DALVIN LA MELODÍA"; SUENALA MIKEY, LLC; ÁNGEL DAVID PAREDES LÓPEZ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ÁNGEL DAVID PAREDES LÓPEZ
Calle Acrópolis No. 11, Residencial Yoryi Morel
La Barranquita, Santiago de los Caballeros
Santiago 51000, Dominican Republic

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Roberto Sueiro del Valle, Esq.
SUEIRO LAW OFFICES
Tulipán 170, Urb. San Francisco
San Juan, Puerto Rico 00927-6204
Tel. (787) 753-4712
Email: rsdv@me.com / sueirolaw@me.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Ángel David Paredes López was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

PLUG AND PLAY LLC; CHAD EVENTS LLC; LEGADO EVENTS CORP.

Plaintiff(s)

v.

DALVIN ANTONIO NÚÑEZ VARGAS, professionally known as "DALVIN LA MELODÍA"; SUENALA MIKEY, LLC; ÁNGEL DAVID PAREDES LÓPEZ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SUENALA MIKEY, LLC
c/o its registered agent, A Registered Agent, Inc.
8 The Green, Ste A
Dover, Delaware 19901

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Roberto Sueiro del Valle, Esq.
SUEIRO LAW OFFICES
Tulipán 170, Urb. San Francisco
San Juan, Puerto Rico 00927-6204
Tel. (787) 753-4712
Email: rsdv@me.com / sueirolaw@me.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Suenala Mikey, LLC was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset