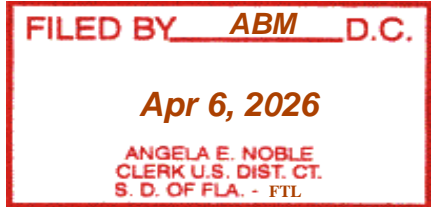


**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

JAIME A. DAVIDSON,
p/k/a “Gringo,” “Gringo El Original,” “Gringo Man,”
Plaintiff,



v.

Case No.: 0:26-cv-60342-DMM

LOS RABANES (an unincorporated association),
CRESCENT MOON STUDIOS, INC.,
ESTEFAN ENTERPRISES, INC.,
EMILIO ESTEFAN, JR.,
THE ORCHARD ENTERPRISES NY, INC.,
SONY MUSIC HOLDINGS INC.,
SONY MUSIC ENTERTAINMENT US LATIN LLC,
Defendants. _____ /

**PLAINTIFF’S SECOND AMENDED COMPLAINT FOR COPYRIGHT
INFRINGEMENT, CONTRIBUTORY AND VICARIOUS COPYRIGHT
INFRINGEMENT, VIOLATION OF THE DMCA (17 U.S.C. § 1202), FALSE
DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a)),
AND UNJUST ENRICHMENT
JURY TRIAL DEMANDED**

COMES NOW, Plaintiff, Jaime A. Davidson (“Plaintiff” or “Mr. Davidson”), **pro se**, and files this Second Amended Complaint pursuant to **Federal Rule of Civil Procedure 15**. This Second Amended Complaint supersedes the original Complaints previously filed in this action. The amendments herein are made to correct and conform the caption and party designations prior to service of process, and no substantive claims are withdrawn.

Moreover, Plaintiff files this Second Amended Complaint to clarify the correct list of Defendants, remove parties that were inadvertently referenced in prior pleadings, and provide

additional clarification regarding the roles of the remaining Defendants in the production, distribution, and commercial exploitation of the infringing sound recording. Plaintiff, proceeding pro se, alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction under **28 U.S.C. § 1331** because this action arises under the **Copyright Act, 17 U.S.C. §§ 101 et seq.**, and the **Digital Millennium Copyright Act, 17 U.S.C. § 1202**.
2. This Court has subject matter jurisdiction under **28 U.S.C. § 1338(a)** because this action arises under an Act of Congress relating to copyrights.
3. This Court has subject matter jurisdiction under **28 U.S.C. § 1331 and 15 U.S.C. § 1121** because Plaintiff asserts a claim under the **Lanham Act, 15 U.S.C. § 1125(a)**.
4. This Court has supplemental jurisdiction under **28 U.S.C. § 1367(a)** over the state law unjust enrichment claim because it forms part of the same case or controversy.
5. Venue is proper in this District under **28 U.S.C. §§ 1391(b) and 1400(a)** because a substantial part of the events giving rise to the claims occurred in this District and because Defendants' infringing work has been distributed, monetized, and accessed in this District through digital platforms and commercial channels, causing injury to Plaintiff in Florida.
6. Defendants purposefully directed infringing conduct at Florida by producing, distributing, licensing, and monetizing Señorita through Florida-based studios and

corporate entities, including Estefan Enterprises, Inc. and Crescent Moon Studios, and by commercially exploiting Señorita within Florida and throughout the United States.

II. PARTIES

7. Plaintiff, **Jaime A. Davidson**, proceeding pro se, is a natural person and citizen of the State of Florida. Plaintiff resides in Florida and receives business correspondence at 10226 Curry Ford Road, Suite 107-91, Orlando, Florida 32825.
8. Defendant **Los Rabanes** is a musical group operating as an unincorporated association that records, performs, and commercially exploits musical works throughout the United States and internationally.
9. Defendant **Crescent Moon Studios, Inc.**, upon information and belief, is a recording facility located in Miami, Florida associated with **Estefan Enterprises, Inc.**, and was involved in the recording, engineering, production, and/or mixing of the sound recording titled “**Señorita A Mi Me Gusta Su Style**” (“**Señorita**”), including the recording sessions in which the infringing sound recording was produced and finalized.
10. Defendant **Estefan Enterprises, Inc.** is a Florida corporation with its principal place of business in Miami-Dade County, Florida. Upon information and belief, Estefan Enterprises participated in the production, marketing, administration, coordination of release, and commercial exploitation of the sound recording “**Señorita A Mi Me Gusta Su Style.**”
11. Defendant **Emilio Estefan, Jr.** is an individual resident of Florida and a principal of Estefan Enterprises, Inc. Upon information and belief, Emilio Estefan, Jr. produced, co-produced, supervised, approved, and/or otherwise directed aspects of the creation,

recording, and commercial exploitation of the sound recording “Señorita A Mi Me Gusta Su Style.”

12. Defendant **The Orchard Enterprises NY, Inc.** (“The Orchard”) is a global digital music distributor affiliated with Sony Music that distributes sound recordings to digital streaming platforms. Upon information and belief, The Orchard distributed and monetized the sound recording “Señorita A Mi Me Gusta Su Style” throughout the United States, including within Florida, by delivering the recording to major digital platforms including Spotify, Apple Music, Amazon Music, and YouTube. By facilitating the digital distribution and monetization of the infringing recording, The Orchard materially contributed to the unauthorized exploitation of Plaintiff’s copyrighted musical composition “Donde Lo Conseguiste.”

13. Defendants **Sony Music Holdings Inc.** and **Sony Music Entertainment US Latin LLC** (collectively, the “Sony Defendants”) are music companies that, upon information and belief, participated in the licensing, distribution, marketing, and commercial exploitation of the sound recording “Señorita A Mi Me Gusta Su Style.” The Sony Defendants, directly and through affiliated entities including The Orchard Enterprises NY, Inc., authorized, facilitated, or permitted the digital distribution of the recording through major streaming platforms including Spotify, Apple Music, Amazon Music, and YouTube. The Sony Defendants possessed the right and ability to supervise and control the distribution of the recording yet permitted its continued exploitation and derived financial benefit from streaming revenues, licensing income, and other commercial uses associated with the infringing work.

13A. Upon information and belief, the Sony Defendants possessed the contractual authority and practical ability to supervise, control, remove, or suspend the distribution of the infringing sound recording through their affiliated distributor, The Orchard Enterprises NY, Inc., and through digital service providers to whom the recording was delivered. Despite possessing such authority and receiving financial benefit from the ongoing distribution and streaming of the infringing work, the Sony Defendants permitted the continued exploitation of the recording without license, credit, or compensation to Plaintiff.

III. NATURE OF THE ACTION

14. This is a civil action arising from Defendants' unauthorized copying and commercial exploitation of Plaintiff's protected musical expression from the song "Donde Lo Conseguiste" ("DLC") in Defendants' song "Señorita A Mi Me Gusta Su Style" ("Señorita"), including ongoing digital distribution, public performance, streaming, and monetization without license, credit, or compensation to Plaintiff.
15. Plaintiff is professionally known as "Gringo," "Gringo El Original," and "Gringo Man." Plaintiff wrote and recorded "Donde Lo Conseguiste" in the early 1990s as part of Plaintiff's pioneering work in Spanish-language Dancehall and the early Reggaeton movement. The work became closely associated with Plaintiff's artistic identity and reputation within Latin and Caribbean music markets and among Spanish-speaking audiences in the United States.
16. DLC contains a distinctive Spanish-language call-and-response chorus and hook centered on the phrase commonly rendered as "Cuerpo de Campeona," expressed through Plaintiff's specific phrasing, selection and arrangement of lyric content, and a particular

rhythmic placement within the chorus that functions as the core memorable element of DLC. Plaintiff does not claim ownership over general party themes, common phrases, stock expressions, or other scenes à faire typical of dance-oriented musical works. Rather, Plaintiff claims ownership over Plaintiff's specific original expression, including the hook as embodied in Plaintiff's selection, arrangement, phrasing, and rhythmic delivery as fixed in the composition and recording. **(See Exhibit D).**

17. Defendants later created, recorded, released, distributed, and commercially exploited the song "Señorita A Mi Me Gusta Su Style," a track that incorporates a central Spanish-language hook that tracks the protected expression of Plaintiff's DLC chorus, including its structure, lyrical framing, and rhythmic placement as the centerpiece hook of the recording. **(See Exhibits C and E).**

17A. The similarities between the works concern protectable expression, including the selection, arrangement, phrasing, and rhythmic placement of the chorus hook, rather than unprotectable ideas, scenes à faire, or common musical elements typical of dance-oriented music. The infringing hook functions as the principal musical identifier of "Señorita," serving the same structural and expressive role that the hook serves in Plaintiff's work.

18. Members of Los Rabanes admitted to Plaintiff, both by telephone and in person, that the hook used in "Señorita A Mi Me Gusta Su Style" was taken from Plaintiff's song "Donde Lo Conseguiste" as a purported "tribute," confirming access and copying. Despite these admissions, Defendants have never obtained a license from Plaintiff, have never credited Plaintiff as writer or composer, and have never paid Plaintiff any royalties or other compensation for use of Plaintiff's protected expression. **(See Exhibit B).**

19. Plaintiff seeks declaratory relief, injunctive relief, an accounting and disgorgement of profits, statutory and/or actual damages as permitted by law, correction of metadata and songwriting credit, and all other relief to be proven at trial.

IV. FACTUAL ALLEGATIONS

A. Plaintiff's Creation, Priority, and Ownership of DLC

20. In or about 1991-1992, Plaintiff wrote and recorded DLC and an album of the same name in New York, within the early Spanish-language Dancehall ecosystem linking Brooklyn, Panama, Puerto Rico, and wider Caribbean and Latin markets.
21. DLC's chorus and hook contain Plaintiff's original expression, including Plaintiff's particular selection and arrangement of lyrical phrasing and the rhythmic placement and delivery that functions as the core memorable hook.
22. Plaintiff did not execute any written assignment, work-for-hire agreement, or transfer of copyright ownership to Defendants or any other party as required by **17 U.S.C. § 204(a)**. Plaintiff never licensed Defendants to copy, adapt, distribute, or publicly perform Plaintiff's DLC hook in Señorita. The copyrighted musical composition owned by Plaintiff is titled "Donde Lo Conseguiste," which predates the release of the infringing sound recording titled "Señorita A Mi Me Gusta Su Style."
23. Plaintiff has registered the relevant work as required under **17 U.S.C. § 411(a)**, and Plaintiff relies on the Copyright Office documentation attached and referenced herein. **(See Exhibits G, H, and J).**

24. Plaintiff's authorship and priority are further supported by the copyrighted lyrics and the composition's distinctive chorus structure as shown in the lyrics and comparison exhibits. (See Exhibits C and D).

B. Defendants' Work "Señorita" and the Copying of Protected Expression

25. Years after DLC circulated in Panama and other markets, Defendants created, recorded, released, and exploited Señorita, which contains a Spanish-language hook that tracks Plaintiff's DLC chorus in protectable expression, including the hook's central framing and its placement as the "flagship hook" of the song.

26. The hook in Señorita is not incidental. It functions as the principal hook that drives crowd response and anchors the song's identity in recordings and performances. (See Exhibit E).

27. Plaintiff alleges that Defendants copied the protectable aspects of Plaintiff's expression, not merely an abstract idea. The protectable content includes the selection, arrangement, phrasing of the hook as expressed in DLC, and its rhythmic and structural use as the central chorus hook. (See Exhibits C, D, and E).

C. Access and Admissions Confirming Copying

28. DLC circulated widely in Panama and other markets prior to Señorita through clubs, radio, and sound-system culture. Defendants worked within the same geographic and musical lanes, making access plausible even absent direct admission.

28A. Defendants operated within the same musical ecosystem and geographic market in which Plaintiff's work circulated, making access not only plausible but highly probable given the

shared performance circuits, recording networks, and audience base in which both works were known.

29. After Plaintiff's release from federal custody in or about January 20, 2021, Plaintiff learned of Señorita and the similarity to Plaintiff's DLC hook when the song was brought to Plaintiff's attention.

30. Around 2022, Plaintiff's then-manager, Mr. Jimmy McCormack, facilitated a phone call between Plaintiff and members of Los Rabanes. During that call, when Plaintiff raised the similarity between DLC and Señorita, Defendants acknowledged they used Plaintiff's line and described it as a "Tribute."

31. Plaintiff later confronted the band face-to-face at a performance in New York, where Defendants again admitted that Señorita's hook derived from DLC as a tribute while continuing to exploit the song without credit or payment to Plaintiff.

32. These admissions support plausibility, notice, and willfulness at the pleading stage, with admissibility and weight to be determined at later stages. **(See Exhibit B).**

D. Ongoing Exploitation, Timeliness, and Separate Accrual

33. Defendants' exploitation is ongoing through digital streaming, downloads, distribution, and public performance. Each new reproduction, distribution, and public performance constitutes a discrete infringing act.

34. Plaintiff alleges that the infringing sound recording titled "Señorita A Mi Me Gusta Su Style" continues to be reproduced, distributed, publicly performed, and monetized through digital streaming platforms and other commercial channels. Each instance of

digital streaming, download, licensing, public performance, synchronization, or other commercial exploitation of the infringing recording constitutes a separate act of infringement under the Copyright Act. Upon information and belief, Defendants have continued to derive financial benefit from these acts of infringement through streaming revenues, licensing income, advertising revenue, and other commercial exploitation of the infringing work.

35. Under the separate-accrual rule recognized by the Supreme Court, Plaintiff's claims are timely as to acts occurring within the limitations period even if earlier acts occurred outside of it. Plaintiff seeks relief for infringing acts occurring within the three-year period preceding filing and continuing thereafter. *See, Petrella v. Metro-Goldwyn-Mayer, Inc., 572 U.S. 663 (2014).*
36. Any limitations defenses, including laches, are fact-intensive and inappropriate for resolution on a motion to dismiss where Plaintiff alleges delayed discovery due to incarceration, continuing infringement, ongoing monetization, and Defendants' post-notice conduct.

E. Registration and Copyright Office Records

37. Plaintiff attaches and references the Copyright Registration Certificate and Copyright Office records confirming registration information relevant to DLC. (See Exhibits G, H, I, and J). Plaintiff's officially registered registration certificate is attached as Exhibit J.
38. Plaintiff alleges that Defendants' distribution and monetization relied on metadata and attribution practices that excluded Plaintiff, contributing to diversion of credit and royalties and creating consumer confusion as to authorship and origin.

V. CLAIMS FOR RELIEF

COUNT I

COPYRIGHT INFRINGEMENT
(17 U.S.C. §§ 106, 501)
(Against Los Rabanes & All Defendants)

39. Plaintiff realleges paragraphs 1 through 38 as if fully set forth herein.
40. Plaintiff is the author and beneficial owner of valid copyrights in DLC's protectable expression, including the hook and chorus structure as fixed in the musical composition and/or sound recording. (See Exhibits G, H, and J).
41. Defendants, without authorization, copied protectable expression from DLC and incorporated it into Señorita.
42. Defendants reproduced, prepared derivative works, distributed, publicly performed, and otherwise exploited Señorita containing infringing material in violation of 17 U.S.C. § 106.
43. Defendants' infringement has been willful, as demonstrated by admissions that the hook was a "tribute," Defendants' industry sophistication, and continued exploitation after notice. Defendants Sony Music Holdings Inc., Sony Music Entertainment US Latin LLC, and The Orchard Enterprises NY, Inc. possessed the right and ability to supervise and control the distribution and monetization of the infringing sound recording yet failed to take action to halt the infringement despite benefiting financially from the continued exploitation of the infringing work.

COUNT II

CONTRIBUTORY AND VICARIOUS COPYRIGHT INFRINGEMENT
(Against Estefan Enterprises, Crescent Moon Studios, Emilio Estefan Jr.)

44. Plaintiff realleges paragraphs 1 through 43 as if fully set forth herein.
45. The production and distribution Defendants knew or had reason to know that Señorita contained a hook derived from Plaintiff's preexisting work and that proper clearance, license, and/or credit had not been secured.
46. These Defendants materially contributed to infringement by producing, recording, mixing, distributing, administering, and monetizing Señorita and derived direct financial benefits from that exploitation. Furthermore, Defendants Sony Music Holdings Inc., Sony Music Entertainment US Latin LLC, and The Orchard Enterprises NY, Inc. possessed the right and ability to supervise and control the distribution and monetization of the infringing sound recording yet failed to take action to halt the infringement despite financially benefiting from the continued exploitation of the work.
47. These Defendants had the ability to supervise or control distribution and monetization and failed to prevent or remedy infringement.

COUNT III

DMCA: REMOVAL/ALTERATION OF CMI (17 U.S.C. § 1202)
(Against All Defendants)

48. Plaintiff realleges paragraphs 1 through 47 as if fully set forth herein.
49. Upon information and belief, Defendants distributed and monetized Señorita using attribution and metadata that omitted Plaintiff as the source of the copied hook and/or

facilitated false attribution, with knowledge that such omissions would promote infringement and conceal the origin of protected expression.

50. Defendants' conduct caused or contributed to misattribution, diversion of credit, and difficulty tracing revenues and licensing, all of which are discoverable through distributor and platform records.

COUNT IV

FALSE DESIGNATION OF ORIGIN / FALSE ENDORSEMENT

(15 U.S.C. § 1125(a))
(Against All Defendants)

51. Plaintiff realleges paragraphs 1 through 50 as if fully set forth herein.
52. Defendants used Plaintiff's protected hook and commercial persona-associated expression in a manner likely to cause confusion as to origin, sponsorship, affiliation, or endorsement, particularly given Plaintiff's established association with DLC in the relevant markets.
53. Defendants' use created consumer confusion and allowed Defendants to trade on Plaintiff's goodwill.

COUNT V

UNJUST ENRICHMENT
(Against All Defendants)

54. Plaintiff realleges paragraphs 1 through 53 as if fully set forth herein.
55. Defendants knowingly received and retained benefits derived from the unauthorized exploitation of Plaintiff's works, identity, name, and commercial persona, including

diversion of attribution, branding value, and market goodwill, without paying Plaintiff fair value.

56. Defendants have profited from exploitation of Plaintiff's protected expression through streams, distribution, licensing, public performance, and related commercial activities.
57. It would be inequitable for Defendants to retain those benefits without restitution.

VI. PRAYER FOR RELIEF

WHEREFORE, Jaime A. Davidson, Plaintiff, pro se, respectfully requests judgment in his favor and that the Court award:

58. Declaratory relief confirming Plaintiff's rights and that Defendants infringed.
59. Preliminary and permanent injunctive relief prohibiting continued exploitation of Señorita containing the infringing hook absent lawful license and proper credit.
60. An accounting of all revenues, royalties, advances, streams, downloads, synchronization, public performance, and other income derived from Señorita and related exploitation, and disgorgement of profits attributable to infringement.
61. Actual damages and infringer profits under **17 U.S.C. § 504(b)**, and where available, statutory damages under **§ 504(c)**, including enhanced damages for willfulness.
62. An order requiring correction of metadata and crediting of Plaintiff as appropriate across labels, publishers, PROs, distributors, and digital service providers.
63. Costs and, where authorized, attorneys' fees under **17 U.S.C. § 505**.
64. Such other relief as the Court deems just and proper, and as the law demands.

VII. DEMAND FOR JURY TRIAL

65. Plaintiff demands a trial by jury on all issues triable.

Signed on this 1 day of April, 2026.

Respectfully submitted,

/s/ 

JAIME A. DAVIDSON (pro se)
10226 Curry Ford Road, Suite 107-91
Orlando, Florida 32825
Tel: (407) 496-0809
Email: jdadavidson1610@gmail.com

WORLD MUSIC VIEWS

CERTIFICATE OF SERVICE
(SERVICE PENDING)

COMES NOW, Plaintiff, Jaime A. Davidson, proceeding pro se, hereby certifies as follows:

At the time of filing this document, no Defendant has been served with process and no Defendant has appeared in this action.

Accordingly, formal service of the Summons and operative Complaint will be effected in accordance with **Federal Rule of Civil Procedure 4**, after the Clerk issues the Summons.

Upon issuance of the Summons, Plaintiff will serve the Summons, Complaint, and other required documents upon Defendants through their registered agents or other appropriate service addresses, including the following:

Crescent Moon Studios, Inc.
c/o Corporate Creations Network Inc. (Registered Agent)
801 US Highway 1
North Palm Beach, FL 33408

Estefan Enterprises, Inc.
c/o Corporate Creations Network Inc. (Registered Agent)
801 US Highway 1
North Palm Beach, FL 33408

Emilio Estefan, Jr.
420 Jefferson Avenue
Miami Beach, FL 33139
Last known business address.

The Orchard Enterprises NY, Inc.
c/o Corporation Service Company (Registered Agent)
1201 Hays Street
Tallahassee, FL 32301-2525

Sony Music Holdings Inc.
c/o Corporation Service Company (Registered Agent)
1201 Hays Street
Tallahassee, FL 32301-2525

Sony Music Entertainment US Latin LLC
c/o Corporation Service Company (Registered Agent)
1201 Hays Street
Tallahassee, FL 32301-2525

Los Rabanes (an unincorporated association)
Last known business address.

Plaintiff will promptly file proof of service once service has been completed. Most importantly,

Plaintiff certifies that no Defendant has appeared in this action and therefore conferral under

Local Rule 7.1(a)(2) was/is not possible.

I declare under penalty of perjury that the foregoing is true and correct.

Signed on this 1 day of April, 2026.

Respectfully submitted,

/s/ 

JAIME A. DAVIDSON (pro se)
10226 Curry Ford Road, Suite 107-91
Orlando, Florida 32825
Tel: (407) 496-0809
Email: jdadavidson1610@gmail.com

WORLD MUSIC NEWS

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| | | | C.O.D. If C.O.D., enter amount to be collected on package. See instructions. | AMOUNT | | | |
| | | | VERBAL COMMUNICATION OF DELIVERY See instructions. | | | | |
| 7 | ADDITIONAL HANDLING CHARGE | | | | | | |
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