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 and Donald A. McCloskey*

**IN THE UNITED STATES DISTRICT COURT FOR THE
 EASTERN DISTRICT OF PENNSYLVANIA**

BRADCLIFFE LLC, a Pennsylvania Limited
 Liability Company, and DONALD A.
 MCCLOSKEY, an individual based in
 Pennsylvania.

Plaintiffs,

v.

WILLIAM GRANT & SONS, INC., a New
 Jersey Corporation; WILLIAM GRANT &
 SONS AMERICAS, LLC, a Florida Limited
 Liability Company; WILLIAM GRANT &
 SONS US DISTILLERS LLC, a Delaware
 Limited Liability Company; WILLIAM GRANT
 & SONS USA CORP., a Delaware Corporation;
 WILLIAM GRANT & SONS, LTD., a Scotland
 Limited Company; WILLIAM GRANT & SONS
 HOLDINGS LTD., a U.K. Limited Company;
 WILLIAM GRANT & SONS (AME) LTD., a
 U.K. Limited Company; WILLIAM GRANT &
 SONS BRANDS LTD., a U.K. Limited
 Company; WILLIAM GRANT & SONS
 GLOBAL BRANDS LTD., an Ireland Limited
 Company; RED TETTEMER, INC., a
 Pennsylvania Corporation; MODOP, LLC, a
 Delaware Limited Liability Company; QUAKER
 CITY MERCANTILE, INC., a Pennsylvania
 Corporation; and DOES 1-10.

Defendants.

Case No. 2:25-cv-6511

Chief Judge Wendy Beetlestone

Magistrate Judge Scott W. Reid

**FIRST AMENDED COMPLAINT FOR
 DIRECT COPYRIGHT INFRINGEMENT
 PURSUANT TO 17 U.S.C. § 501 *et seq.*;
 CONTRIBUTORY AND VICARIOUS
 COPYRIGHT INFRINGEMENT;
 PROVISION AND DISTRIBUTION OF
 FALSE COPYRIGHT MANAGEMENT
 INFORMATION IN VIOLATION OF 17
 U.S.C. § 1202(a); COMMON LAW
 FRAUD/INTENTIONAL
 MISREPRESENTATION; AND
 ACCOUNTING.**

Jury Trial Demanded

1 Plaintiff Bradcliffe LLC (“**Bradcliffe**”) is owned by Plaintiff Donald A. McCloskey
2 (“**McCloskey**”), an independent singer-songwriter based in Philadelphia, PA. This case is about
3 the theft of original musical works owned by Plaintiff Bradcliffe that were used by Defendants
4 William Grant & Sons, Inc., William Grant & Sons Americas, LLC, William Grant & Sons US
5 Distillers LLC, William Grant & Sons USA Corp., William Grant & Sons Ltd., William Grant &
6 Sons Holdings Ltd., William Grant & Sons (AME) Ltd., William Grant & Sons Brands Ltd., and
7 William Grant & Sons Global Brands Ltd. (collectively “**William Grant**”), Red Tettemer, Inc.
8 (“**Red Tettemer**”), ModOp, LLC (“**Mod Op**”), and Quaker City Mercantile, Inc. (“**Quaker City**
9 **Mercantile**”) in a global advertising campaign promoting William Grant’s “Tullamore D.E.W.”
10 brand of Irish whiskey products without Plaintiff’s consent, authorization, or any payment being
11 made to it. The unauthorized advertisements featuring derivatives of Plaintiff’s musical works
12 were produced by Defendants for various marketing mediums, including radio, broadcast TV,
13 streaming, YouTube, online, and social media and were then performed and distributed by
14 Defendants via these mediums throughout the United States and globally for several years.
15 Notably, the Tullamore D.E.W. audiovisual commercial entitled “SO WHATDYA D.E.W.?”
16 featuring an unauthorized derivative of Plaintiff’s song, “*Tullamore Tullamore Tullamore Dew*,”
17 has run during various professional sporting events throughout the years, including during NHL
18 games, MLB games, NBA games, and even during the 2025 Super Bowl game. Moreover, the
19 wildly successful :30 second YouTube video of the “SO WHATDYA D.E.W.?” commercial
20 posted on Defendant William Grant’s “Tullamore D.E.W. Official” YouTube account on March
21 15, 2024 received over 39 million views and another :30 second YouTube video of the
22 commercial posted by Defendant William Grant a year earlier, on March 14, 2023, received over
23 34 million views. Additionally, the :15 second and :48 second spots of the ad have received
24 over 2.7 million and 143,000 views, respectively.
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1 The infringing “SO WHATDYA D.E.W.?” commercials featuring Plaintiff’s song have
2 been so successful that countless comments generated by fans have been posted on YouTube,
3 Reddit, and elsewhere, with users noting:

- 4 • “This ad is always on but it’s so catchy you love it.”
- 5 • “Honestly this a jam.”
- 6 • “A YouTube ad that I don’t skip through. Now here I am I actually went out of
7 my way and looked it up.”
- 8 • “Best YouTube ad song ever.”
- 9 • “This is an absolute banger.”
- 10 • “Today, on St. Patty’s, I drank Tullamore for the first time. And it was really
11 good. This ad got me. I was telling my friends ‘have you seen the ad with the
12 Tullamore song!? It’s awesome.’ Well done Tullamore marketing team.”
- 13 • “Best ad ever.”
- 14 • “One in a million commercial where people went to search it after it played
15 during any video to see it again.”
- 16 • “The best commercial made yet.”
- 17 • “Talk about a catchy tune.”
- 18 • “Honestly this song went hard.”
- 19 • “This is so good I love it 🥰🥰 ”
- 20 • “This is honestly the only add [sic] I’m happy shows up on here. You’ll never
21 catch me skipping or complaining. Might try to recreate this song at the local
22 bar.”
- 23 • “Always stuck in my head. I sing it out loud at work everyday [sic] lol.”
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- 1 • “This is dope I’ve listen [sic] to this like 20 times in the last 10 minutes. Edit:
- 2 **Like it is so good I have never like[d] a commercial song but dang it’s good.”**
- 3 • “I need a full length version of this song.”
- 4 • “Best add [sic] I’ve seen in a long time. Concise, to the point, and a great song.”
- 5 • “The only ad that I don’t skip.”
- 6 • “This is the actual best song.”
- 7 • “This is an ad for the ages here.”
- 8 • “Now this is the kind of ad I like. Relevant, witty, and actually sounds good.”
- 9 • “This is one of the best advertisements I’ve seen in a long time. It actually has a
- 10 very good energy which exudes onto us causing a ripple effect. The joyfulness
- 11 and vibes always makes me want to be a better person. Ty for putting thought
- 12 and positive energies into this commercial 🙏❤️”
- 13 • “We need a full song on this one.”
- 14 • “How does an ad have such a fire song.”
- 15 • “This is probably the first ever ad that catches my attention, great job Tullamore
- 16 Dew!”
- 17 • “Thanks for the joy.”
- 18 • “Just saw the ad, and now I want a full version for Spotify, YouTube, and
- 19 anywhere else.”
- 20 • “Why does this still live in my head 2 years later?”
- 21 • “I can’t get this song out of my head.”¹

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26 ¹ See YouTube comments left on :15 version, :30 versions, and :48 version of the Tullamore
27 D.E.W. “SO WHATDYA D.E.W.?” ads at <https://www.youtube.com/watch?v=gNfyS6P3XIU>,
28 <https://www.youtube.com/watch?v=ek5QztZxbKY>, <https://www.youtube.com/watch?v=-7FuKzh0FMk>, and <https://www.youtube.com/watch?v=i4X7XSL9fSU>.

1 It is undeniable that the “SO WHATDYA D.E.W.?” commercials featuring Plaintiff’s
2 song are culturally relevant commercial hits for the Tullamore D.E.W. brand that are memorable
3 and engaging. As a result of these infringing advertisements as well as other unauthorized
4 derivatives featuring Plaintiff’s works, Defendant William Grant has profited from a significant
5 increase in sales of its Tullamore D.E.W. Irish whiskey products as well as an increase in its
6 overall brand recognition and consumer goodwill on a global scale. Additionally, the advertising
7 agencies that created the ads, namely Defendants Red Tettemer, Mod Op, and Quaker City
8 Mercantile, have likewise profited from the illegal exploitation of Plaintiff’s musical works.
9 Despite receiving detailed Cease-and-Desist Demand letters from Plaintiff Bradcliffe in August
10 2025 concerning these claims, Defendants continued to run the infringing “SO WHATDYA
11 D.E.W.?” commercials as well as the other infringing commercials online, on the radio, via
12 broadcast TV, and through various streaming platforms for many additional months. Defendant
13 William Grant only removed the several versions of the “SO WHATDYA D.E.W.?”
14 commercials from its YouTube account a few weeks ago.

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16
17 Plaintiffs Bradcliffe and McCloskey have been harmed by Defendants’ past and
18 continuing infringements and unlawful conduct and hereby pray to this Court for relief based on
19 the following:

20 **JURISDICTION AND VENUE**

21
22 1. This action arises under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* and
23 Pennsylvania common law.

24 2. This Court has federal question jurisdiction under 28 U.S.C. §§ 1331, 1338(a).

25 3. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(b)(2) and 1400(a)
26 because this is the judicial district in which a substantial part of the events and omissions giving
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1 rise to the claims occurred, and the Defendants and their agents may be found in this judicial
2 district, as set forth below.

3 **PARTIES**

4 4. Plaintiff Bradcliffe is a Pennsylvania limited liability company with its principal
5 place of business located at 537 Martins Corner Road, Coatesville, PA 19320. As the author and
6 copyright claimant to the musical works at issue in this case, Bradcliffe is entitled to institute and
7 maintain this action under 17 U.S.C. § 501(b).
8

9 5. Plaintiff Donald A. McCloskey is a singer-songwriter residing in greater
10 Philadelphia, PA and is the sole owner of Plaintiff Bradcliffe LLC. McCloskey is known for his
11 eclectic and unique style of songwriting, and he has a particular affinity for and deep knowledge
12 of traditional Irish folk music.
13

14 6. Upon information and belief, Defendant William Grant & Sons, Inc. is a New
15 Jersey corporation with a principal place of business located at 130 Fieldcrest Ave., Edison, NJ
16 08837.

17 7. Upon information and belief, Defendant William Grant & Sons Americas, LLC is
18 a Florida limited liability company with a registered office address of 1395 Brickell Avenue,
19 Suite 900, Miami, FL 33131.
20

21 8. Upon information and belief, Defendant William Grant & Sons US Distillers LLC
22 is a Delaware limited liability company with a registered office of Corporation Trust Center,
23 1209 Orange Street, Wilmington, DE 19801.

24 9. Upon information and belief, Defendant William Grant & Sons USA Corp. is a
25 Delaware corporation with a registered office of Corporation Trust Center, 1209 Orange Street,
26 Wilmington, DE 19801.
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1 10. Upon information and belief, Defendant William Grant & Sons Ltd. is a limited
2 company incorporated in Scotland with its registered office at The Glenfiddich Distillery,
3 Dufftown, Banffshire, AB55 4DH.

4 11. Upon information and belief, Defendant William Grant & Sons Holdings Ltd.
5 (previously William Grant & Sons Dufftown Limited) is a limited company incorporated in
6 England with its registered office at The Old Court House, 7 Parkshot, Richmond, United
7 Kingdom, TW9 2RF.

8
9 12. Upon information and belief, Defendant William Grant & Sons (AME) Ltd. is a
10 limited company incorporated in England with its registered office at The Old Court House, 7
11 Parkshot, Richmond, United Kingdom, TW9 2RF.

12 13. Upon information and belief, Defendant William Grant & Sons Brands Ltd. is a
13 limited company incorporated in England with its registered office at The Old Court House, 7
14 Parkshot, Richmond, United Kingdom, TW9 2RF.

15 14. Upon information and belief, Defendant William Grant & Sons Global Brands
16 Ltd. is a limited company incorporated in Ireland with its registered office at Ballard &
17 Clonminch, Co. Offaly R35 E027 Tullamore, Offaly, Ireland.

18 15. Upon information and belief, Defendant Red Tettemer, Inc. is a Pennsylvania
19 corporation with a principal place of business located at 2400 Market Street, Suite 102,
20 Philadelphia, PA 19103.

21 16. Upon information and belief, Defendant ModOp, LLC is a Delaware limited
22 liability company with a place of business located at 2400 Market Street, Suite 102, Philadelphia,
23 PA 19103.

24 17. Upon information and belief, Defendant Quaker City Mercantile, Inc. is a
25 Pennsylvania corporation with a principal place of business located at 234 Market St., Floor 3,
26 Philadelphia, PA 19106.
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1 18. Upon information and belief, Defendants Red Tettemer and Mod Op are doing
2 business in and with the Commonwealth of Pennsylvania and residents of this judicial district in
3 connection with their branding and advertising consultancy services and conducted business in
4 this state concerning the infringing commercials at issue in this lawsuit. Defendants Red
5 Tettemer and Mod Op offer their branding and advertising consultancy services to companies
6 within this judicial district, including Defendant William Grant, and those services take place
7 within this judicial district. In 2024, Defendant Mod Op acquired Defendant Red Tettemer.
8 Upon information and belief, both Defendant Mod Op and Red Tettemer distributed, displayed,
9 performed, promoted, and sold the infringing commercials at issue in this lawsuit in
10 Pennsylvania and profited from the performance, promotion, display, and distribution of the
11 infringing commercials in Pennsylvania. Moreover, Defendants Red Tettemer and Mod Op
12 provided services to Defendant William Grant concerning the Tullamore D.E.W. project at issue
13 in this lawsuit and entered into contracts concerning Plaintiff's musical works at issue in this
14 lawsuit in Pennsylvania. Both Red Tettemer and Mod Op have offices located in this judicial
15 district in Philadelphia, PA.

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18 Defendant Red Tettemer provided advertising consultancy services to Defendant William
19 Grant in this judicial district concerning the Tullamore D.E.W. commercials at issue in this
20 litigation and has profited from the production, performance, and distribution of these
21 commercials in this judicial district. Moreover, upon information and belief, Defendant Mod Op
22 provided services to Defendant William Grant in this judicial district concerning the Tullamore
23 D.E.W. commercials at issue in this lawsuit and has profited from the production, performance,
24 and distribution of these commercials in this judicial district. Specifically, the unauthorized
25 Tullamore D.E.W. radio advertisements and audiovisual advertisements featuring unauthorized
26 derivatives of Plaintiff's musical works were performed and distributed by Defendants Red
27 Tettemer and Mod Op on radio stations and TV channels in this judicial district, including on
28

1 94.1 WIP sports talk radio in Philadelphia. Additionally, upon information and belief, the
2 unauthorized online and TV broadcast and streaming advertisements produced by Defendant Red
3 Tettermer, including the “Tullamore D.E.W. Anthem” (:30 versions and :15 version) and
4 “Tullamore D.E.W. – Unwavering Whiskey in a Crazy World” (:30 version) audiovisual
5 commercials, were also performed and distributed by Defendants Red Tettermer and Mod Op in
6 this judicial district.

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8 19. Upon information and belief, Quaker City Mercantile is doing business in and
9 with the Commonwealth of Pennsylvania and residents of this judicial district in connection with
10 its branding and advertising consultancy services, which are offered to companies within this
11 judicial district and take place within this judicial district. Quaker City Mercantile’s office is
12 located in Philadelphia, PA. Upon information and belief, Quaker City Mercantile provided
13 services to William Grant in this judicial district concerning the Tullamore D.E.W. commercials
14 at issue in this lawsuit and has profited from the production, performance, and distribution of
15 these commercials. Specifically, the unauthorized Tullamore D.E.W. radio advertisements and
16 audiovisual advertisements featuring unauthorized derivatives of Plaintiff’s musical works were
17 performed and distributed by Quaker City Mercantile on radio stations and TV channels in this
18 judicial district, including on 94.1 WIP sports talk radio in Philadelphia. Additionally, upon
19 information and belief, the unauthorized online and TV broadcast and streaming advertisements,
20 including the “SO WHATDYA D.E.W.?” (:15 version, :30 versions, and :48 version)
21 audiovisual commercials produced by Quaker City Mercantile were also performed and
22 distributed by Quaker City Mercantile within this judicial district.

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25 20. Upon information and belief, Defendant William Grant is doing business in and
26 with the Commonwealth of Pennsylvania and residents of this judicial district in connection with
27 the advertising, promotion, sales, and distribution of its alcoholic beverages, including its
28 Tullamore D.E.W. brand of Irish whiskey products, to consumers and establishments located in

1 this judicial district. Moreover, Defendant William Grant contracted with Philadelphia-based
2 advertising agencies, Defendants Red Tettemer and Quaker City Mercantile, to create the
3 advertisements at issue in this lawsuit, and the development of those advertisements took place
4 in this judicial district. Upon information and belief, the unauthorized radio advertisements
5 featuring unauthorized derivatives of Plaintiff's musical works were performed and distributed
6 by Defendant William Grant on radio stations in this judicial district, including on WIP 94.1
7 sports talk radio in Philadelphia. Moreover, the audiovisual commercials featuring unauthorized
8 derivatives of Plaintiff's musical works, including the "SO WHATDYA D.E.W.?" commercials,
9 were broadcast on TV stations located in this judicial district, including in Philadelphia. The
10 audiovisual commercials featuring unauthorized derivatives of Plaintiff's musical works were
11 also streamed by consumers located in this judicial district and were actively promoted and
12 otherwise distributed to consumers located in this judicial district. Finally, the various
13 unauthorized online advertisements produced by Defendant Red Tettemer and Quaker City
14 Mercantile were performed and distributed by Defendant William Grant in this judicial district.

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17 As to the William Grant entities located abroad in other countries/territories/regions
18 ("**Foreign William Grant Entities**"), upon information and belief, this Court has personal
19 jurisdiction over these entities as they did business with the U.S.-based Defendants in this action,
20 including Defendants Red Tettemer, ModOp, Quaker City Mercantile, and the U.S.-based
21 William Grant entities, in Pennsylvania and in the United States concerning the infringing
22 commercials at issue in this claim and concerning other business matters, thereby purposefully
23 availing themselves of this Court's jurisdiction. Moreover, the infringing conduct of the Foreign
24 William Grant Entities that took place in Pennsylvania, in the U.S., and abroad in other
25 countries/territories/regions concerning Plaintiff's musical works at issue in this claim caused
26 harm to Plaintiff Bradcliffe in Pennsylvania. Further, the predicate infringing acts by U.S.-based
27 Defendants William Grant, Red Tettemer, Mod Op, and Quaker City Mercantile and the Foreign
28

1 William Grant Entities that led to further infringement by the Foreign William Grant Entities
2 abroad in other countries/territories/regions took place in Pennsylvania and in the United States.

3 21. Upon information and belief, Defendants Does 1-10 (“**Doe Defendants**”)
4 (altogether with Red Tettemer, Mod Op, Quaker City Mercantile, and William Grant, hereinafter
5 collectively referred to as “**Defendants**”), are other parties not yet identified who have infringed
6 the asserted copyrights, have contributed to the infringement of those copyrights, or have
7 engaged in one or more of the unlawful practices alleged herein. The true names, whether
8 corporate, individual, or otherwise, of Doe Defendants are presently unknown to Plaintiff
9 Bradcliffe, which therefore sues said Doe Defendants by such fictitious names and will seek
10 leave to amend this Complaint to show their true names and capacities when the same have been
11 ascertained.
12

13 **FACTUAL ALLEGATIONS**

14 22. Plaintiff Bradcliffe is the copyright claimant to the musical works entitled
15 “*Tullamore Tullamore Tullamore Dew*” (U.S. Copyright Office Registration No. PAu 4-209-
16 459; Supplemental Registration No. PAu 4-252-393), attached hereto as Exhibit A and
17 “*Tullamore Tullamore Tullamore Dew Version #2*” (U.S. Copyright Office Registration No. PA
18 2-496-119), attached hereto as Exhibit B (collectively “**Bradcliffe Musical Works**”).
19

20 23. Plaintiff is also the copyright claimant to the sound recordings embodying the
21 Bradcliffe Musical Works. Accordingly, Plaintiff Bradcliffe has standing to maintain this action
22 under 17 U.S.C. § 501(b).
23

24 24. McCloskey, the owner of Plaintiff Bradcliffe, was a W-9 independent contractor
25 at the advertising consultancy agency, Defendant Red Tettemer, in 2021 and 2022. During that
26 time, McCloskey worked on various advertising projects for different clients of Red Tettemer as
27 a copywriter. Sometime in 2022, McCloskey was asked by Defendant Red Tettemer to be part
28

1 of a team developing ideas to pitch to Defendant William Grant concerning a potential social
2 media advertising campaign for its Tullamore D.E.W. line of Irish whiskey products.

3 25. In 2022, Plaintiff Bradcliffe authored the musical work entitled “*Tullamore*
4 *Tullamore Tullamore Dew*” and fixed it in a sound recording recorded on an iPhone. See Ex. A.
5 Plaintiff then shared the “*Tullamore Tullamore Tullamore Dew*” musical work with Defendant
6 Red Tettemer to be included in the pitch to Defendant William Grant to potentially be used in a
7 social media advertising campaign for its Tullamore D.E.W. brand.

8
9 26. Thereafter, Plaintiff was told by Defendant Red Tettemer that Defendant William
10 Grant liked the song and thought it had potential to be used in an official campaign. Plaintiff
11 Bradcliffe subsequently authored a derivative version of the “*Tullamore Tullamore Tullamore*
12 *Dew*” musical work and titled it “*Tullamore Tullamore Tullamore Dew Version #2*.” See Ex. B.
13 Plaintiff recorded this second musical work at a recording studio and then provided it to
14 Defendant Red Tettemer to be provided to Defendant William Grant to potentially be used in an
15 advertising campaign for its Tullamore D.E.W. brand.

16
17 27. Ultimately, Defendant William Grant relayed to Defendant Red Tettemer that it
18 liked the concept of having Plaintiff’s song as set forth in the Bradcliffe Musical Works serve as
19 the central focus in an advertising campaign for its Tullamore D.E.W. line of whiskey products.

20 28. Upon information and belief, Defendant Red Tettemer entered into a contract with
21 Defendant William Grant concerning its advertising and consultancy services concerning the
22 Tullamore D.E.W. advertising campaign.

23
24 29. As part of the contract with Defendant William Grant, Defendant Red Tettemer
25 produced and developed numerous audio-only and audiovisual commercials featuring derivative
26 versions of the Bradcliffe Musical Works. Specifically, Defendant Red Tettemer produced and
27 developed the audiovisual commercials entitled “Tullamore D.E.W. Anthem” (:30 versions and
28 :15 version) and “Tullamore D.E.W. – Unwavering Whiskey in a Crazy World” (:30 version),

1 and other derivatives thereof (collectively “**Unauthorized Red Tettemer/William Grant**
2 **Derivative Works**”), all of which contain adaptations of the Bradcliffe Musical Works.
3 Screenshots of the posted videos of the “Tullamore D.E.W. Anthem” (:30 versions and :15
4 version) and “Tullamore D.E.W. – Unwavering Whiskey in a Crazy World” (:30 version)
5 audiovisual commercials are attached hereto as Exhibit C.

6 30. Plaintiff worked as an independent contractor with Defendant Red Tettemer to
7 develop the Unauthorized Red Tettemer/William Grant Derivative Works with the understanding
8 that if any of the commercials were ultimately chosen by Defendant William Grant and/or
9 Defendant Red Tettemer to run as actual public-facing commercial advertisements, Plaintiff
10 would be compensated for the use of its copyrights in the Bradcliffe Musical Works.
11

12 31. At no point in time did McCloskey or Plaintiff Bradcliffe assign or license any
13 rights to the Bradcliffe Musical Works to Defendants Red Tettemer, William Grant, or any of the
14 other Defendants so that the works could be distributed, copied, performed, or adapted by
15 Defendants.
16

17 32. Rather, at all times that Plaintiff worked with Defendant Red Tettemer as an
18 independent contractor on the Tullamore D.E.W. project, Plaintiff believed that if the
19 Unauthorized Red Tettemer/William Grant Derivative Works or any derivatives thereof were to
20 be run as a commercial campaign, Defendants Red Tettemer and William Grant would follow
21 the lawful and typical protocol of entering into either an assignment agreement or a licensing
22 agreement with Plaintiff Bradcliffe, the owner of the copyrights to the Bradcliffe Musical Works,
23 so that the advertisements could be lawfully run, and Plaintiff would be compensated
24 accordingly for the use of its intellectual property.
25

26 33. Plaintiff Bradcliffe issued invoices concerning the musical services provided by it
27 to Defendant Red Tettemer under its name, Bradcliffe LLC, not under McCloskey’s name.
28

34. All of the Unauthorized Red Tettemer/William Grant Derivative Works are copies of the Bradcliffe Musical Works as they contain essentially identical protectable elements to Plaintiff's original musical compositions.

35. For example, tellingly, the Unauthorized Red Tettemer/William Grant Derivative Works and Bradcliffe Musical Works contain the same x-y-x hook phrase structure in the first verse of each song (i.e. three one-measure phrases followed by a one-measure refrain or "hook" repeating the Tullamore D.E.W. name in a specific way). The lyrics of the hook in the first verse of each song, which read: "... Tul-la-more, Tul-la-more, Tul-la-more DEW," are also the same in all of the works. See musical notation of the first verse for each relevant iteration below.

Bradcliffe Musical Work #1 – "Tullamore Tullamore Tullamore Dew"

When the Tik-Tok gal who stole your heart lands in the E. R. for sell-ing her farts, and the

world's on fire, lad, what do we do? We Tul-la-more, Tul-la-more, Tul-la-more DEW. When ya

Bradcliffe Musical Work #2 – “Tullamore Tullamore Tullamore Dew Version #2”

1
2
3 we Tul-la-more, Tul-la-more, Tul-la-more DEW. When your
4
5 *x* *y*
6 aunt-y's red and your un-cle's blue, and your cou-sin thinks J. F. K. is com-ing back soon, and you're
7
8 *x* *hook*
9 all at the ta-ble, now whad-da-ya do? Ya Tul-la-more, Tul-la-more, Tul-la-more DEW.
10
11

**Unauthorized Red Tettermer/William Grant Derivative Work –
“Tullamore D.E.W. – Unwavering Whiskey in a Crazy World” (:30 version)**

14
15 *x*
16 *8vb*
17 When you feel like the world's gone a lit-tle bit mad and you
18 *y* *x*
19 could-n't care less a-bout the lat-est fad, just raise a glass with a friend or two and
20 *hook*
21
22 Tul-la-more, Tul-la-more, Tul-la-more DEW. When the
23
24
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1 36. Additionally, the melodies, rhythms, pitch sequences, instrumentation, phrase
2 structures, and harmonies of the Unauthorized Red Tettemer/William Grant Derivative Works
3 are strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical Works.

4 37. Further, the overall selection and arrangement of elements in the Unauthorized
5 Red Tettemer/William Grant Derivative Works is strikingly similar to Plaintiff's creative
6 selection and arrangement of the protected elements in its Bradcliffe Musical Works. The total
7 concept and feel of the works is the same.

8
9 38. Thus, the Unauthorized Red Tettemer/William Grant Derivative Works are
10 strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical Works.

11 39. The Unauthorized Red Tettemer/William Grant Derivative Works are works that
12 transformed, recast, and/or adapted the Bradcliffe Musical Works and therefore constitute
13 derivative works.

14 40. Neither Plaintiff McCloskey nor Plaintiff Bradcliffe consented to, authorized, or
15 licensed the Bradcliffe Musical Works to Defendants to be adapted, used, reproduced,
16 performed, or distributed commercially through the Unauthorized Red Tettemer/William Grant
17 Derivative Works or any other works.

18
19 41. Defendants Red Tettemer and William Grant had access to the Bradcliffe Musical
20 Works because McCloskey provided the sound recordings containing the Bradcliffe Musical
21 Works to Defendant Red Tettemer to be used as part of the pitch to Defendant William Grant
22 concerning the potential advertising campaign project for its Tullamore D.E.W. line of Irish
23 whiskey products. Upon information and belief, Defendant Red Tettemer provided access to
24 those works to Defendant William Grant through that pitch process or thereafter.

25
26 42. In August 2022, prior to any public performance or distribution of the
27 Unauthorized Red Tettemer/William Grant Derivative Works taking place, Plaintiff emailed
28 Steve O'Connell ("**O'Connell**") and Joe Mosca ("**Mosca**") of Defendant Red Tettemer and

1 requested that a synchronization license, which is required for the lawful use of a musical work
2 in an audiovisual work, be entered into concerning the Bradcliffe Musical Works so that the
3 Unauthorized Red Tettemer/William Grant Derivative Works could be legally distributed and
4 performed by Defendants Red Tettemer and William Grant, and Plaintiff Bradcliffe could be
5 compensated accordingly. O’Connell and Mosca brushed off Plaintiff’s requests, and no
6 synchronization license, licensing agreement, or assignment agreement concerning the Bradcliffe
7 Musical Works was ever entered into between Plaintiff McCloskey or Plaintiff Bradcliffe and
8 any of the Defendants.
9

10 43. Thereafter, Plaintiff was told by an employee of Defendant Red Tettemer that it
11 had lost the William Grant account and that no use of the Unauthorized Red Tettemer/William
12 Grant Derivative Works containing the Bradcliffe Musical Works would be taking place.

13 44. Nevertheless, despite not entering into any licensing or assignment agreement
14 concerning the Bradcliffe Musical Works, Defendants Red Tettemer and William Grant went on
15 to copy, store, reproduce, perform, distribute, and otherwise exploit the Bradcliffe Musical
16 Works amongst themselves and the derivative Unauthorized Red Tettemer/William Grant
17 Derivative Works on the radio, online, and elsewhere.
18

19 45. Notably, several published advertising trade articles that, upon information and
20 belief, were placed by Defendant Red Tettemer and Defendant William Grant to promote the
21 collaboration between the brands include website links through which the Unauthorized Red
22 Tettemer/William Grant Derivative Works are performed. The trade articles publicizing
23 Defendant Red Tettemer’s work with Defendant William Grant and featuring the Unauthorized
24 Red Tettemer/William Grant Derivative Works are attached hereto as Exhibit D.
25

26 46. Significantly, in these articles, “Don McCloskey” is listed as the author of the
27 music in the Tullamore D.E.W. advertisements, separate from Defendant Red Tettemer, thereby
28 reflecting his role as an independent contractor of Defendant Red Tettemer. Although the

1 articles should have listed “Bradcliffe LLC” as the author of the music instead of Plaintiff
2 McCloskey personally, the notation still identifies the author of the music as being separate from
3 Defendant Red Tettemer. See id.

4 47. Upon information and belief, the Unauthorized Red Tettemer/William Grant
5 Derivative Works were also eventually commercially distributed and performed by Defendant
6 Mod Op through various marketing mediums, including radio, online, and social media, after it
7 acquired Defendant Red Tettemer. Defendants Red Tettemer and/or William Grant provided
8 Defendant Mod Op with access to the Bradcliffe Musical Works and/or the Unauthorized Red
9 Tettemer/William Grant Derivative Works.
10

11 48. Upon information and belief, at some point in time, Defendant Red Tettemer
12 entered into a contract with Defendant William Grant through which it purported to transfer
13 and/or assign the copyrights to the Bradcliffe Musical Works and/or the Unauthorized Red
14 Tettemer/William Grant Derivative Works to Defendant William Grant, despite the fact that
15 Defendant Red Tettemer did not own the copyrights to these works.
16

17 49. Despite Defendants receiving detailed Cease-and-Desist Demand Letters from
18 Plaintiff Bradcliffe in August 2025, the Unauthorized Red Tettemer/William Grant Derivative
19 Works were commercially reproduced, distributed, and performed by Defendants online, via the
20 radio, and elsewhere without Plaintiff Bradcliffe’s consent, authorization, or any payment being
21 made to it for many additional months.
22

23 50. To the extent Defendants commercially exploited the Unauthorized Red
24 Tettemer/William Grant Derivative Works or any other copies of the Bradcliffe Musical Works
25 more than three years before the filing of this lawsuit, Plaintiff did not know and had no reason
26 to know of such exploitation(s) at the time they originally occurred. Plaintiff did not discover
27 the unauthorized commercial use of the Bradcliffe Musical Works by Defendants until October
28 2023.

1 51. At some point following the campaign with Defendant Red Tettemer, Defendant
2 William Grant entered into a contract with Defendant Quaker City Mercantile, another
3 advertising and branding consultancy agency based in Philadelphia, concerning the creation and
4 production of another advertising campaign for Defendant William Grant's Tullamore D.E.W.
5 line of Irish whiskey products.

6 52. Neither Plaintiff McCloskey nor Plaintiff Bradcliffe had any knowledge that
7 Defendant William Grant entered into a contract with Defendant Quaker City Mercantile
8 concerning the production of an advertising campaign using the Bradcliffe Musical Works or any
9 derivatives thereof.

10 53. Thereafter, without Plaintiff McCloskey or Plaintiff Bradcliffe's knowledge,
11 consent, or authorization, Defendants Quaker City Mercantile and William Grant went on to
12 produce several audio-only and audiovisual commercials featuring unauthorized derivative
13 versions of the Bradcliffe Musical Works, including the audiovisual commercials entitled "SO
14 WHATDYA D.E.W.?" (:15 version, :30 versions, and :48 version), and other derivatives thereof
15 (collectively "**Unauthorized Quaker City Mercantile/William Grant Derivative Works**").
16 Screenshots of the posted YouTube videos of the "SO WHATDYA D.E.W.?" audiovisual
17 commercials are attached hereto as Exhibit E.

18 54. All of the Unauthorized Quaker City Mercantile/William Grant Derivative Works
19 are copies of the Bradcliffe Musical Works as they contain essentially identical protectable
20 elements to Plaintiff Bradcliffe's original musical compositions. The Unauthorized Quaker City
21 Mercantile/William Grant Derivative Works and Bradcliffe Musical Works contain the same x-
22 y-x hook phrase structure in the first verse of each song (i.e. three one-measure phrases followed
23 by a one-measure refrain or "hook" repeating the Tullamore D.E.W. name in a specific way).
24
25
26
27
28

Bradcliffe Musical Work #1 – “Tullamore Tullamore Tullamore Dew”

When the Tik-Tok gal who stole your heart lands in the E. R. for sell-ing her farts, and the
world's on fire, lad, what do we do? We Tul-la-more, Tul-la-more, Tul-la-more DEW. When ya

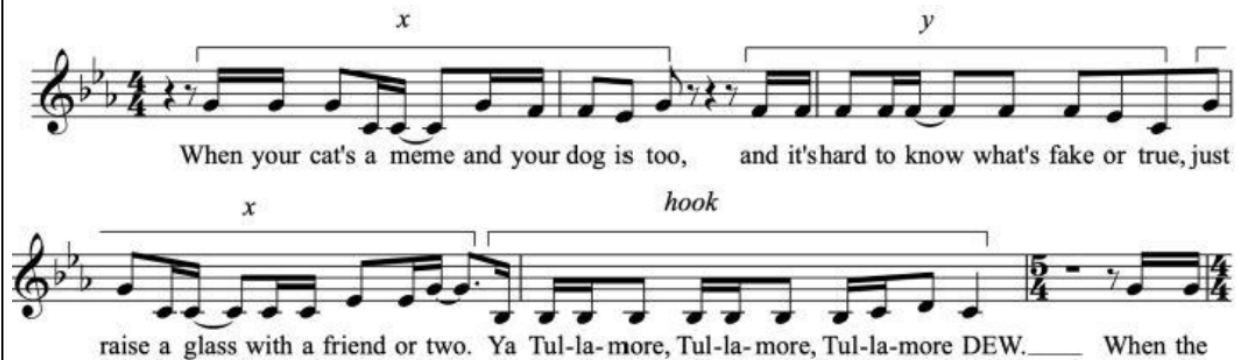
Bradcliffe Musical Work #2 – “Tullamore Tullamore Tullamore Dew Version #2”

we Tul-la-more, Tul-la-more, Tul-la-more DEW. When your
aunt-y's red and your un-cle's blue, and your cou-sin thinks J. F. K. is com-ing back soon, and you're
all at the ta-ble, now whad-da-ya do? Ya Tul-la-more, Tul-la-more, Tul-la-more DEW.

**Unauthorized Quaker City Mercantile/William Grant Derivative Work –
“SO WHATDYA D.E.W.?” (:30 version)**

When your cat's a meme and your dog is too, and it's hard to know what's fake or true, just
raise a glass with a friend or two. Ya Tul-la-more, Tul-la-more, Tul-la-more DEW. When the

**Unauthorized Quaker City Mercantile/William Grant Derivative Work –
“SO WHATDYA D.E.W.?” (:48 version)**



46. Notably, in some of the other iterations of hooks in both Plaintiff’s “*Tullamore Tullamore Dew Version #2*” musical work and Defendants’ “SO WHATDYA D.E.W.?” audiovisual commercials, the same words, “whad-da-ya-do?” precede the hook, “Tul-la-more, Tul-la-more, Tul-la-more DEW,” and then the song ends with a final exclamation of ‘Hey!’ See relevant musical notations below.

Bradcliffe Musical Work #2 – “*Tullamore Tullamore Tullamore Dew Version #2*”



**Unauthorized Quaker City Mercantile/William Grant Derivative Work –
“SO WHATDYA D.E.W.?” (:48 version)**



1
2 55. Additionally, the melodies, rhythms, pitch sequences, instrumentation, phrase
3 structures, and harmonies of the Unauthorized Quaker City Mercantile/William Grant Derivative
4 Works are strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical
5 Works.

6
7 56. The overall selection and arrangement of elements in the Unauthorized Quaker
8 City Mercantile/William Grant Derivative Works is strikingly similar to Plaintiff's creative
9 selection and arrangement of the protected elements in its Bradcliffe Musical Works. The total
10 concept and feel of the works is the same.

11
12 57. Thus, the Unauthorized Quaker City Mercantile/William Grant Derivative Works
13 are strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical Works.

14 58. The Unauthorized Quaker City Mercantile/William Grant Derivative Works are
15 works that transformed, recast, and/or adapted the Bradcliffe Musical Works and therefore
16 constitute derivative works.

17 59. Upon information and belief, Defendant Quaker City Mercantile had access to the
18 Bradcliffe Musical Works because Defendant William Grant forwarded the sound recordings
19 containing the Bradcliffe Musical Works or copies thereof to it or otherwise provided it with
20 access to the works.

21
22 60. Upon information and belief, Defendant Quaker City Mercantile had access to the
23 Unauthorized Red Tettemer/William Grant Derivative Works because Defendant William Grant
24 forwarded them or copies of them to Defendant Quaker City Mercantile or otherwise provided it
25 with access to the works.

26
27 61. Neither Plaintiff McCloskey nor Plaintiff Bradcliffe licensed or assigned the
28 Bradcliffe Musical Works to Defendants Quaker City Mercantile or William Grant.

1 62. Neither Plaintiff McCloskey nor Plaintiff Bradcliffe consented to, authorized, or
2 licensed the Bradcliffe Musical Works to Defendants to be adapted, used, reproduced,
3 performed, or distributed commercially through the Unauthorized Quaker City
4 Mercantile/William Grant Derivative Works or any other works.

5 63. Nevertheless, despite not entering into any licensing or assignment agreement
6 concerning the Bradcliffe Musical Works, Defendants Quaker City Mercantile and William
7 Grant went on to copy, store, reproduce, perform, distribute, and otherwise commercially exploit
8 the derivative Unauthorized Quaker City Mercantile/William Grant Derivative Works on the
9 radio, TV, online, and elsewhere.

10 64. Despite Defendants receiving detailed Cease-and-Desist Demand Letters from
11 Plaintiff Bradcliffe in August 2025, the Unauthorized Quaker City Mercantile/William Grant
12 Derivative Works were willfully commercially reproduced, distributed, and performed by
13 Defendants online, via the radio and TV, social media, and elsewhere without Plaintiff's consent,
14 authorization, or any payment being made to it for many additional months.

15 65. To the extent Defendants commercially exploited the Unauthorized Quaker City
16 Mercantile/William Grant Derivative Works or any other copies of the Bradcliffe Musical Works
17 more than three years before the filing of this lawsuit, Plaintiff did not know and had no reason
18 to know of such exploitation(s) at the time they originally occurred.

19 66. In August 2025, counsel for Plaintiff, Alyssa M. Bruno, Esq., sent detailed Cease-
20 and-Desist Demand Letters to Defendants concerning the aforementioned claims. See Cease-
21 and-Desist Demand Letters to Defendants Red Tettemer/Mod Op, William Grant, and Quaker
22 City Mercantile, attached hereto as Exhibits F, G, H.

23 67. All of the Defendants responded to Plaintiff through counsel concerning the
24 Cease-and-Desist Demand Letters, yet they continued to exploit Plaintiff's works commercially.
25
26
27
28

68. In response to Plaintiff's Cease-and-Desist Demand Letter, Defendant Quaker City Mercantile removed a link on its website in which the infringing "SO WHATDYA D.E.W.?" YouTube ad was being performed. None of the other Defendants ceased any aspect of their infringing conduct until many additional months passed from their receipt of the letters.

69. Plaintiff has been harmed by Defendants' various infringements.

COUNT 1: DIRECT COPYRIGHT INFRINGEMENT PURSUANT TO 17 U.S.C. § 501

Plaintiff Bradcliffe LLC v. All Defendants

70. Plaintiffs repeat and allege paragraphs 1 through 69 hereof, as if fully set forth herein in their entirety.

71. Upon information and belief, Defendants, and each of them, copied, stored, performed, distributed, and/or otherwise exploited copies of the Bradcliffe Musical Works for commercial purposes without a license, authorization, or consent from Plaintiff and without any payment to it.

72. Specifically, Defendants Red Tettemer, Mod Op, and William Grant produced, copied, stored, performed, distributed, and/or otherwise exploited the Unauthorized Red Tettemer/William Grant Derivative Works, which are unauthorized copies of the Bradcliffe Musical Works, on the radio, online, social media, and elsewhere.

73. All of the Unauthorized Red Tettemer/William Grant Derivative Works are strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical Works.

74. Moreover, Defendants Quaker City Mercantile and William Grant produced, copied, stored, performed, distributed, and/or otherwise exploited the Unauthorized Quaker City Mercantile/William Grant Derivative Works, which are unauthorized copies of the Bradcliffe Musical Works, on TV, radio, online, social media, streaming, and elsewhere.

75. All of the Unauthorized Quaker City Mercantile/William Grant Derivative Works are strikingly similar, or at a minimum, substantially similar to the Bradcliffe Musical Works.

1 76. Defendants had access to the Bradcliffe Musical Works or copies thereof.

2 77. Due to Defendants' acts of copyright infringement, Plaintiff has suffered actual
3 damages in the form of lost royalties and other damages in an amount to be established at trial.

4 78. Due to Defendants' acts of copyright infringement, Defendants, and each of them,
5 have obtained profits, both direct and indirect profits, they would not have realized but for their
6 infringement of the copyrights in the Bradcliffe Musical Works. As such, Plaintiff is entitled to
7 the disgorgement of Defendants' profits attributable to Defendants' infringement of the
8 copyrights in the Bradcliffe Musical Works, both indirect and direct profits in the U.S. and in
9 other countries/territories/regions abroad, in an amount to be established at trial.
10

11 **COUNT 2: CONTRIBUTORY AND VICARIOUS COPYRIGHT INFRINGEMENT**

12 *Plaintiff Bradcliffe LLC v. All Defendants*

13 79. Plaintiffs repeat and allege paragraphs 1 through 78 hereof, as if fully set forth
14 herein in their entirety.

15 80. Upon information and belief, Defendant Red Tettemer is contributorily liable for
16 the infringements of Defendants William Grant, Mod Op, and Quaker City Mercantile as alleged
17 herein as it knowingly induced, caused, participated in, aided and abetted in, and profited from
18 their illegal production, reproduction, performance, distribution, and exploitation of the
19 infringing Unauthorized Red Tettemer/William Grant Derivative Works and Unauthorized
20 Quaker City Mercantile/William Grant Derivative Works.
21

22 81. Specifically, upon information and belief, Defendant Red Tettemer was an active
23 participant in producing the infringing Unauthorized Red Tettemer/William Grant Derivative
24 Works and then oversaw whether and how those infringing commercials were then publicly
25 distributed, performed, and exploited by Defendant William Grant.
26

27 82. Moreover, upon information and belief, Defendant Red Tettemer knew that it did
28 not own the copyrights to the Bradcliffe Musical Works and did not have Plaintiff's consent or

1 authorization to exploit these works commercially, yet it transferred these works to Defendant
2 William Grant who then transferred them to Defendant Quaker City Mercantile to be used and/or
3 copied for the development, reproduction, performance, distribution, and commercial
4 exploitation of the infringing Unauthorized Quaker City Mercantile/William Grant Derivative
5 Works.

6 83. Additionally, upon information and belief, Defendant Red Tettemer also
7 knowingly induced, caused, participated in, aided and abetted in, and profited from the illegal
8 reproduction, performance, distribution, and exploitation of the infringing Unauthorized Red
9 Tettemer/William Grant Derivative Works by Defendant Mod Op because it transferred the
10 works to Defendant Mod Op or otherwise knowingly allowed the works to be exploited by
11 Defendant Mod Op for future commercial exploitation despite knowing that it did not own the
12 copyrights to the underlying Bradcliffe Musical Works or have Plaintiff's consent or
13 authorization for the commercial exploitation of derivatives of those works.
14

15 84. Critically, Defendant Red Tettemer is also contributorily liable for the continued
16 infringements of Defendants Mod Op, William Grant, and Quaker City Mercantile as alleged
17 herein. Even after receiving and acknowledging receipt of the August 2025 Cease-and-Desist
18 Demand Letter from Plaintiff and possessing knowledge that Defendants did not own the rights
19 to the underlying musical compositions at issue, i.e. the Bradcliffe Musical Works, and did not
20 have Plaintiff's consent or authorization to exploit these works or any derivatives thereof
21 commercially, Defendant Red Tettemer knowingly encouraged, caused, aided and abetted, and
22 assisted in the continued illegal exploitation of the Unauthorized Red Tettemer/William Grant
23 Derivative Works and Unauthorized Quaker City Mercantile/William Grant Derivative Works by
24 Defendants.
25

26 85. Furthermore, upon information and belief, Defendant Red Tettemer is vicariously
27 liable for the infringements by Defendant William Grant alleged herein concerning the
28

1 Unauthorized Red Tettemer/William Grant Derivative Works because it had the right and ability
2 to control the infringing conduct by Defendant William Grant concerning these works as it
3 actively produced them on behalf of Defendant William Grant and then had the right and ability
4 to oversee how and where these works were publicly distributed, performed, and exploited by
5 Defendant William Grant. Defendant Red Tettemer had a direct financial interest in the
6 exploitation of the Unauthorized Red Tettemer/William Grant Derivative Works by Defendant
7 William Grant as it was compensated by Defendant William Grant for the production and
8 subsequent exploitation of these works.
9

10 86. Upon information and belief, Defendant Red Tettemer is vicariously liable for the
11 infringements by Defendant Mod Op alleged herein concerning the Unauthorized Red
12 Tettemer/William Grant Derivative Works because it had the right and ability to control the
13 infringing conduct by Defendant Mod Op concerning these works as it oversaw how and where
14 these works were publicly distributed, performed, and exploited by Defendant Mod Op.
15 Defendant Red Tettemer had a direct financial interest in the exploitation of the Unauthorized
16 Red Tettemer/William Grant Derivative Works by Defendant Mod Op because upon information
17 and belief, Defendant Red Tettemer was compensated as a result of Defendant Mod Op's
18 exploitation of these works.
19

20 87. Upon information and belief, Defendant Red Tettemer is vicariously liable for the
21 infringements by Defendant William Grant alleged herein concerning the Unauthorized Quaker
22 City Mercantile/William Grant Derivative Works because Defendant Red Tettemer had the
23 ability to supervise and control the infringing conduct of Defendant William Grant as it entered
24 into a purported transfer of rights agreement with Defendant William Grant concerning the
25 copyrights to the Bradcliffe Musical Works and/or the Unauthorized Red Tettemer/William
26 Grant Derivative Works, which were then used by Defendants William Grant and Quaker City
27 Mercantile to create the Unauthorized Quaker City Mercantile/William Grant Derivative Works,
28

1 even though it did not own the copyrights to these works. Upon information and belief,
2 Defendant Red Tettemer received payment from Defendant William Grant for the purported
3 transfer of the rights to the Bradcliffe Musical Works and/or the Unauthorized Red
4 Tettemer/William Grant Derivative Works; thus, it had a direct financial interest in Defendant
5 William Grant's infringement. Upon information and belief, Defendant Red Tettemer also
6 directly profited from the exploitation of the Unauthorized Quaker City Mercantile/William
7 Grant Derivative Works by Defendant William Grant.
8

9 88. Upon information and belief, Defendant William Grant is contributorily liable for
10 the infringements of Defendants Red Tettemer, Mod Op, and Quaker City Mercantile as alleged
11 herein as it knowingly induced, caused, participated in, aided and abetted in, and profited from
12 their illegal production, reproduction, performance, distribution, and exploitation of the
13 infringing Unauthorized Red Tettemer/William Grant Derivative Works and Unauthorized
14 Quaker City Mercantile/William Grant Derivative Works.
15

16 89. Specifically, upon information and belief, Defendant William Grant was an active
17 participant in producing the infringing Unauthorized Red Tettemer/William Grant Derivative
18 Works and then oversaw whether and how those infringing commercials were then publicly
19 distributed, performed, and exploited by Defendant Red Tettemer and subsequently, Defendant
20 Mod Op.
21

22 90. Moreover, upon information and belief, Defendant William Grant knew that it did
23 not own the copyrights to the Bradcliffe Musical Works and/or the Unauthorized Red
24 Tettemer/William Grant Derivative Works and did not have Plaintiff's consent or authorization
25 to exploit these works commercially, yet it transferred these works to Defendant Quaker City
26 Mercantile to be used and/or copied for the development, reproduction, performance,
27 distribution, and commercial exploitation of the infringing Unauthorized Quaker City
28 Mercantile/William Grant Derivative Works. Upon information and belief, Defendant William

1 Grant was also an active participant in the production of the Unauthorized Quaker City
2 Mercantile/William Grant Derivative Works and then oversaw the subsequent distribution,
3 performance, and exploitation of these works by Defendant Quaker City Mercantile.

4 91. Critically, Defendant William Grant is also contributorily liable for the continued
5 infringements of Defendants Red Tettemer, Mod Op, and Quaker City Mercantile as alleged
6 herein. Even after receiving and acknowledging receipt of the August 2025 Cease-and-Desist
7 Demand Letter from Plaintiff and possessing knowledge that Defendants did not own the rights
8 to the underlying musical compositions at issue, i.e. the Bradcliffe Musical Works, and did not
9 have Plaintiff's consent or authorization to exploit these works or any derivatives thereof
10 commercially, Defendant William Grant knowingly encouraged, caused, aided and abetted, and
11 assisted in the continued illegal exploitation of the Unauthorized Red Tettemer/William Grant
12 Derivative Works and Unauthorized Quaker City Mercantile/William Grant Derivative Works by
13 Defendants.
14

15 92. Furthermore, upon information and belief, Defendant William Grant is
16 vicariously liable for the infringements by Defendants Red Tettemer and Mod Op alleged herein
17 concerning the Unauthorized Red Tettemer/William Grant Derivative Works because it had the
18 right and ability to control the infringing conduct by Defendants Red Tettemer and Mod Op
19 concerning these works as it was actively engaged in the creation and production of these
20 commercials and then had the right and ability to oversee how and where they were publicly
21 distributed, performed, and exploited by Defendants Red Tettemer and Mod Op. Defendant
22 William Grant had a direct financial interest in the exploitation of the Unauthorized Red
23 Tettemer/William Grant Derivative Works by Defendants Red Tettemer and Mod Op as it
24 benefited through increased brand awareness and sales of its Tullamore D.E.W. Irish whiskey
25 products as a result of the promotion, performance, and distribution of the Unauthorized Red
26 Tettemer/William Grant Derivative Works by them.
27
28

1 93. Upon information and belief, Defendant William Grant is vicariously liable for
2 the infringements by Quaker City Mercantile alleged herein concerning the Unauthorized Quaker
3 City Mercantile/William Grant Derivative Works because Defendant William Grant had the right
4 and ability to supervise and control the infringing conduct of Defendant Quaker City Mercantile
5 as it hired Defendant Quaker City Mercantile to create the Unauthorized Quaker City
6 Mercantile/William Grant Derivative Works even though it did not own the copyrights to the
7 Bradcliffe Musical Works that are the underlying works from which the Unauthorized Quaker
8 City Mercantile/William Grant Derivative Works are derived and then played an active role in
9 the creation and production of the commercials by Defendant Quaker City Mercantile.
10 Defendant William Grant then had the right and ability to see how and where the Unauthorized
11 Quaker City Mercantile/William Grant Derivative Works were publicly distributed, performed,
12 and exploited by Defendant Quaker City Mercantile. Defendant William Grant had a direct
13 financial interest in the exploitation of the Unauthorized Quaker City Mercantile/William Grant
14 Derivative Works by Defendant Quaker City Mercantile as it benefited through increased brand
15 awareness and sales of its Tullamore D.E.W. Irish whiskey products as a result of the promotion,
16 performance, and distribution of the Unauthorized Quaker City Mercantile/William Grant
17 Derivative Works by it.

18 94. Upon information and belief, Defendant Mod Op is contributorily liable for the
19 continued infringements of Defendants Red Tettemer, William Grant, and Quaker City
20 Mercantile as alleged herein. Even after receiving and acknowledging receipt of the August
21 2025 Cease-and-Desist Demand Letter from Plaintiff and possessing knowledge that Defendants
22 did not own the rights to the underlying musical compositions at issue, i.e. the Bradcliffe Musical
23 Works, and did not have Plaintiff's consent or authorization to exploit these works or any
24 derivatives thereof commercially, Defendant Mod Op knowingly encouraged, caused, aided and
25 abetted, and assisted in the continued illegal exploitation of the Unauthorized Red
26
27
28

1 Tettemer/William Grant Derivative Works and Unauthorized Quaker City Mercantile/William
2 Grant Derivative Works by Defendants.

3 95. Upon information and belief, Defendant Mod Op is also vicariously liable for the
4 infringements by Defendants Red Tettemer and William Grant alleged herein concerning the
5 Unauthorized Red Tettemer/William Grant Derivative Works because it had the right and ability
6 to control the infringing conduct by Defendants Red Tettemer and William Grant concerning
7 these works as it had the right and ability to oversee how and where they were publicly
8 distributed, performed, and exploited by Defendants Red Tettemer and William Grant.
9

10 Defendant Mod Op also had a direct financial interest in the exploitation of the Unauthorized
11 Red Tettemer/William Grant Derivative Works by Defendants Red Tettemer and William Grant
12 as it profited from the exploitation of the Unauthorized Red Tettemer/William Grant Derivative
13 Works by them.

14 96. Upon information and belief, Defendant Quaker City Mercantile is contributorily
15 liable for the continued infringements of Defendants Red Tettemer, Mod Op, and William Grant
16 as alleged herein. Even after receiving and acknowledging receipt of the August 2025 Cease-
17 and-Desist Demand Letter from Plaintiff and possessing knowledge that Defendants did not own
18 the rights to the underlying musical compositions at issue, i.e. the Bradcliffe Musical Works, and
19 did not have Plaintiff's consent or authorization to exploit these works or any derivatives thereof
20 commercially, Defendant Quaker City Mercantile knowingly encouraged, caused, aided and
21 abetted, and assisted in the continued illegal exploitation of the Unauthorized Red
22 Tettemer/William Grant Derivative Works and Unauthorized Quaker City Mercantile/William
23 Grant Derivative Works by Defendants.
24

25 97. Upon information and belief, Defendant Quaker City Mercantile is also
26 vicariously liable for the infringements by Defendant William Grant alleged herein concerning
27 the Unauthorized Quaker City Mercantile/William Grant Derivative Works because it had the
28

right and ability to control the infringing conduct by Defendant William Grant concerning these works as it had the right and ability to oversee how and where they were publicly distributed, performed, and exploited by Defendant William Grant. Defendant Quaker City Mercantile also had a direct financial interest in the exploitation of the Unauthorized Quaker City Mercantile/William Grant Derivative Works by Defendant William Grant as it profited from the exploitation of the Unauthorized Quaker City Mercantile/William Grant Derivative Works by it.

COUNT 3: PROVISION AND DISTRIBUTION OF FALSE COPYRIGHT MANAGEMENT INFORMATION IN VIOLATION OF 17 U.S.C. § 1202(a)

Plaintiff Bradcliffe v. Defendants Red Tettemer, Quaker City Mercantile, and William Grant

98. Plaintiffs repeat and allege paragraphs 1 through 97 hereof, as if fully set forth herein in their entirety.

99. Plaintiff Bradcliffe is the author and sole copyright claimant of the Bradcliffe Musical Works.

100. Defendants knew that they were not the authors or copyright claimants of the Bradcliffe Musical Works, yet they provided, displayed, reproduced, distributed, and performed unauthorized copies of these works in the form of derivative works, namely the “Anthem,” “Unwavering Whiskey in a Crazy World,” and “SO WHATDYA D.E.W.?” commercials, among other variations, along with copyright management information (CMI) that they knew was false.

101. Specifically, Defendant Red Tettemer knowingly provided and distributed false CMI in the form of the name, “Tullamore D.E.W.,” to be used by The Star Ads on its YouTube channel in connection with the display, performance, and distribution of the “Unwavering Whiskey in a Crazy World” video, which is an unauthorized derivative work (i.e. unauthorized copy) of the Bradcliffe Musical Works. It also provided and distributed the false CMI in the form of its name “RTOP” to be used by Bottle on its YouTube channel in connection with the display, performance, and distribution of the “Tullamore D.E.W. – Anthem” video, which is an

1 unauthorized derivative work of the Bradcliffe Musical Works, as well as on its website and
2 Vimeo in connection with the video. It further provided and distributed false CMI in the form of
3 its name “RTO+P” and the name “Tullamore D.E.W.” to adforum to be used on the website,
4 www.adforum.com, in connection with the display, performance, and distribution of “Tullamore
5 D.E.W. – ‘Tullamore D.E.W. Anthem (:30)’” and “Tullamore D.E.W. – ‘Tullamore D.E.W.
6 Anthem (:15)’” videos, which are unauthorized derivative works of the Bradcliffe Musical
7 Works.
8

9 102. Defendant Red Tettemer knowingly provided and distributed this false CMI in
10 connection with the aforementioned unauthorized derivative works that include unauthorized
11 copies of the Bradcliffe Musical Works rather than accurate CMI identifying Plaintiff Bradcliffe
12 as the author and copyright holder of the musical works in these videos with the intent to induce,
13 facilitate, enable, and conceal its own infringement and any future infringement by Defendants
14 and any third party of the Bradcliffe Musical Works. It did this so that it could successfully
15 make profits off of producing, promoting, displaying, distributing, and performing the
16 unauthorized derivative works of the Bradcliffe Musical Works, including the videos mentioned
17 above, as well as represent to Defendant William Grant and the public that it held the rights to
18 the Bradcliffe Musical Works and any derivative thereof, which it did not. Such actions violate
19 17 U.S.C. § 1202(a)(1) and (2).
20

21 103. Defendant Quaker City Mercantile knowingly provided and distributed false
22 CMI in the form of its name “Quaker City Mercantile,” its website domain,
23 <https://quakercitymercantile.com/work/tullamore-d-e-w/>, and the name “Tullamore D.E.W.” in
24 connection with the display, performance, and distribution of the “SO WHATDYA D.E.W.? (:30
25 version)” commercial, which is an unauthorized derivative work of the Bradcliffe Musical
26 Works, on its website. Further, on the bottom of Quaker City Mercantile’s website, it states “©
27 2026 Quaker City Mercantile,” with the year of the copyright notice reflecting the current year.
28

1 By holding out that the site and the contents of the site are owned by Quaker City Mercantile,
2 Defendant Quaker City Mercantile is representing to the public that it owns the copyright to the
3 content on the site, including the “SO WHATDYA D.E.W.?” advertisement, which is an
4 unauthorized derivative work of the Bradcliffe Musical Works.

5 104. Upon information and belief, Defendant Quaker City Mercantile also provided
6 and distributed false CMI in the form of its name “Quaker City Mercantile” and the name
7 “Tullamore D.E.W.” in connection with outdoor advertisements featuring the “SO WHATDYA
8 D.E.W.?” commercials, indoor advertisements featuring the “SO WHATDYA D.E.W.?”
9 commercials, and other online postings, performances, and streaming of the “SO WHATDYA
10 D.E.W.?” commercials, which are unauthorized derivative works of the Bradcliffe Musical
11 Works.
12

13 105. Defendant Quaker City Mercantile knowingly provided and distributed the
14 aforementioned false CMI in connection with the aforementioned unauthorized commercials,
15 which are unauthorized derivatives of the Bradcliffe Musical Works, rather than accurate CMI
16 identifying Plaintiff Bradcliffe as the author and copyright holder of the musical works in the
17 “SO WHATDYA D.E.W.?” videos with the intent to induce, facilitate, enable, and conceal its
18 own infringement and any future infringement by Defendants and any third party of the
19 Bradcliffe Musical Works. It did this so that it could successfully make profits off of producing,
20 promoting, displaying, distributing, and performing unauthorized derivative works of the
21 Bradcliffe Musical Works as well as represent to the public that it held the rights to the
22 Bradcliffe Musical Works and any derivative thereof, which it did not. Such actions violate 17
23 U.S.C. § 1202(a)(1) and (2).
24

25 106. Defendant William Grant knowingly provided and distributed false CMI in the
26 form of its names “Tullamore D.E.W.,” “Tullamore D.E.W. Irish Whiskey,” and its YouTube
27 channel name, “Tullamore D.E.W. Official,” in connection with the display, performance, and
28

1 distribution of the various versions of the “SO WHATDYA D.E.W.?” commercials (i.e. two (2)
 2 :30 versions, :48 version, and :15 version)), which are unauthorized derivative works of the
 3 Bradcliffe Musical Works, on its YouTube channel. Further, at the end of the :30 version of the
 4 “SO WHATDYA D.E.W.?” commercial posted on March 14, 2023, the :48 version, and the :15
 5 version, it states “© 2023 Imported by William Grant & Sons Inc. New York, NY” at the bottom
 6 of ad, and at the end of the :30 version of the commercial posted on March 15, 2024, it states
 7 “© 2024 Imported by William Grant & Sons Inc. New York, NY” at the bottom of the ad. On
 8 the description section of Defendant William Grant’s YouTube channel home page, it states
 9 “Tullamore D.E.W. Irish Whiskey © 2024 Managed by William Grant & Sons Inc. New York,
 10 NY.” By holding out that the “SO WHATDYA D.E.W.?” commercials and the contents of its
 11 YouTube channel are owned by it, Defendant William Grant is representing to the public that it
 12 owns the copyright to all of the elements of the “SO WHATDYA D.E.W.?” commercials,
 13 including the jingles in the ads, which are unauthorized derivative works of the Bradcliffe
 14 Musical Works.
 15
 16

17 107. Moreover, on Defendant William Grant’s “Terms & Conditions” website page,
 18 <https://www.tullamoredew.com/en-gb/terms-and-conditions/>, which is accessible through a link
 19 in the description section of its YouTube channel page connected to the “SO WHATDYA
 20 D.E.W.?” ads, it states:

21 Intellectual Property.

22 4. Unless otherwise stated, the copyright and other intellectual property rights in
 23 all material on the Website (including without limitation trademarks, designs,
 24 logos, text, images, audio and video materials and bottle designs) are owned or
 25 licensed by the Company.

26 5. Without limitation, the trademarks and all related logos, labels, bottle designs
 27 and all other intellectual property associated with the Tullamore D.E.W. brand are
 28 owned by the Company.

1 Again, by holding out that the “SO WHATDYA D.E.W.?” commercials and the contents
2 of its YouTube channel, including the “audio and video materials” present on the channel, are
3 owned by it, Defendant William Grant is representing to the public that it owns the copyright to
4 all of the elements of the “SO WHATDYA D.E.W.?” commercials, including the jingles in the
5 ads, which are unauthorized derivative works of the Bradcliffe Musical Works.

6
7 108. Upon information and belief, Defendant William Grant also provided and
8 distributed false CMI in the form of its names “Tullamore D.E.W.,” “Tullamore D.E.W. Irish
9 Whiskey,” and “Tullamore D.E.W. Official,” and the copyright notice tags/identifiers, including
10 “© 2023 Imported by William Grant & Sons Inc. New York, NY,” “© 2024 Imported by
11 William Grant & Sons Inc. New York, NY,” and variations thereof, in connection with outdoor
12 advertisements featuring the “SO WHATDYA D.E.W.?” commercials, indoor advertisements
13 featuring the “SO WHATDYA D.E.W.?” commercials, and other online postings, performances,
14 and streaming of the “SO WHATDYA D.E.W.?” commercials, which are unauthorized
15 derivative works of the Bradcliffe Musical Works.

16
17 109. Defendant William Grant knowingly provided and distributed the aforementioned
18 false CMI in connection with the aforementioned unauthorized commercials, which are
19 unauthorized derivatives of the Bradcliffe Musical Works, rather than accurate CMI identifying
20 Plaintiff Bradcliffe as the author and copyright holder of the musical works in the “SO
21 WHATDYA D.E.W.?” videos with the intent to induce, facilitate, enable, and conceal its own
22 infringement and any future infringement by Defendants and any third party of the Bradcliffe
23 Musical Works. It did this so that it could successfully make profits off of producing,
24 promoting, displaying, distributing, and performing unauthorized derivative works of the
25 Bradcliffe Musical Works as well as represent to the public that it held the rights to the
26
27
28

Bradcliffe Musical Works and any derivative thereof, which it did not. Such actions violate 17 U.S.C. § 1202(a)(1) and (2).

COUNT 4: COMMON LAW FRAUD/INTENTIONAL MISREPRESENTATION

Plaintiffs Bradcliffe and Donald A. McCloskey v. Defendant Red Tettemer

110. Plaintiffs repeat and allege paragraphs 1 through 109 hereof, as if fully set forth herein in their entirety.

111. Upon information and belief, Defendant Red Tettemer made intentional misrepresentations and fraudulently induced Plaintiffs McCloskey and Bradcliffe to provide access to copies of the Bradcliffe Musical Works so that it could then enter into a contract with Defendant William Grant purporting to assign the copyrights to those works to Defendant William Grant even though Defendant Red Tettemer did not own the rights to the Bradcliffe Musical Works or any derivative thereof and so that it could provide copies of the Bradcliffe Musical Works to Defendant William Grant or another entity to be used for commercial purposes without Plaintiffs' consent or authorization.

112. Specifically, Defendant Red Tettemer intentionally and falsely represented to Plaintiffs McCloskey and Bradcliffe that Defendant Red Tettemer needed "splits" of the final Tullamore D.E.W. mixes, including instrumental, vocals only, and SFX only splits, which are derivatives of the Bradcliffe Musical Works, for its own archival records.

113. As a result, Plaintiffs McCloskey and Bradcliffe provided these "splits/stems," which are derivative works of the Bradcliffe Musical Works, to Defendant Red Tettemer in reliance upon Defendant Red Tettemer's representation that these works would be used for archive-only purposes within Red Tettemer.

114. Nevertheless, upon information and belief, Defendant Red Tettemer knew that it would be moving forward in providing the "splits/stems" or other derivatives of the Bradcliffe

1 Musical Works to Defendant William Grant or another entity so that Defendant William Grant or
2 another entity could use the works as they pleased without Plaintiffs' consent or authorization
3 and intentionally misrepresented its intentions concerning its request for the "splits" to Plaintiffs to
4 mislead them into providing these works.

5 115. Upon information and belief, Defendant Red Tettemer then transferred these
6 "splits/stems," which are derivatives of the Bradcliffe Musical Works, to Defendant William
7 Grant or another entity.

8 116. Plaintiffs McCloskey and Bradcliffe justifiably relied upon Defendant Red
9 Tettemer's material false representations concerning its purported use of the "splits/stems" for
10 archival purposes only within Red Tettemer and provided these works to Defendant Red
11 Tettemer.

12 117. Plaintiffs McCloskey and Bradcliffe were injured as a result of their justifiable
13 reliance upon Defendant Red Tettemer's intentional misrepresentations because the
14 "splits/stems" and other derivative works of the Bradcliffe Musical Works were then used by
15 Defendant William Grant and others in a commercial nature without Plaintiffs' consent,
16 authorization, or any payment being made to them, and Defendants and others profited from
17 these unauthorized commercial uses of the Bradcliffe Musical Works.

18 118. Additionally, Defendant Red Tettemer intentionally and falsely represented to
19 Plaintiffs McCloskey and Bradcliffe that the derivatives of the Bradcliffe Musical Works would
20 not be used in a commercial nature by Defendants Red Tettemer, William Grant, or any other
21 entity because Defendant Red Tettemer had lost the account, and the Tullamore D.E.W. project
22 would not be moving forward.

23 119. As a result of justifiably relying upon these material false representations,
24 Plaintiffs stopped pursuing the issue of the synchronization license that Plaintiff Bradcliffe had
25 raised to Defendant Red Tettemer via email.

120. Defendant Red Tettemer's representations to Plaintiffs McCloskey and Bradcliffe were false because upon information and belief, Defendant Red Tettemer entered into a contract with Defendant William Grant in which it purported to transfer the rights to the Bradcliffe Musical Works and any derivative thereof to Defendant William Grant, without Plaintiffs' consent or authorization; thus, commercial use of the Bradcliffe Musical Works without Plaintiffs' consent had taken place. Defendant Red Tettemer's misrepresentations to Plaintiffs were intentional and were intended to prevent Plaintiffs from discovering that a contract concerning the Bradcliffe Musical Works had been entered into and from pursuing the issue of the synchronization license further.

121. Plaintiffs McCloskey and Bradcliffe were injured as a result of their justifiable reliance upon Defendant Red Tettemer's material intentional misrepresentations because the derivative works of the Bradcliffe Musical Works were then used by Defendant William Grant and others in a commercial nature without Plaintiffs' consent, authorization, or any payment being made to them, and Defendants and others profited from these unauthorized commercial uses of the Bradcliffe Musical Works.

COUNT 5: ACCOUNTING

Plaintiffs Bradcliffe and Donald A. McCloskey v. All Defendants

122. Plaintiffs repeat and allege paragraphs 1 through 121 hereof, as if fully set forth herein in their entirety.

123. Defendants have derived and/or are in possession of significant revenue, profits, and other benefits thereon stemming from their unauthorized and illegal use, storage, production, reproduction, distribution, performance, and/or otherwise commercial exploitation of the Bradcliffe Musical Works and derivative works of the Bradcliffe Musical Works in the form of the Unauthorized Red Tettemer/William Grant Derivative Works and

1 Unauthorized Quaker City Mercantile/William Grant Derivative Works and from their
2 fraudulent misrepresentations to Plaintiffs.

3 124. Plaintiffs are entitled to a full and accurate accounting of all revenues
4 generated by Defendants in connection with their use, storage, production, reproduction,
5 distribution, performance, and/or otherwise commercial exploitation of any and all copies or
6 derivatives of the Bradcliffe Musical Works, including the Unauthorized Red
7 Tettermer/William Grant Derivative Works and Unauthorized Quaker City
8 Mercantile/William Grant Derivative Works.
9

10 125. Specifically, Plaintiffs are entitled to a full and accurate accounting of all
11 revenues generated by Defendants Red Tettermer, Mod Op, and Quaker City Mercantile
12 concerning their production of the Unauthorized Red Tettermer/William Grant Derivative
13 Works and Unauthorized Quaker City Mercantile/William Grant Derivative Works and their
14 subsequent reproduction, distribution, performance, and commercial exploitation of these
15 works on the radio, TV, online, social media, streaming, and elsewhere, including any and
16 all advertising share revenues, such as YouTube ad revenues, or bonuses generated or
17 received by them as a result of the creation and/or exploitation of these works.
18

19 126. As to Defendant William Grant, Plaintiffs are entitled to a full and
20 accurate accounting of all revenues generated by it in connection with all sales of Tullamore
21 D.E.W. alcohol products or other Tullamore D.E.W. products during the time that the
22 Unauthorized Red Tettermer/William Grant Derivative Works and/or Unauthorized Quaker
23 City Mercantile/William Grant Derivative Works have been publicly distributed, performed,
24 and/or commercially exploited via radio, TV, broadcasting, online, social media, streaming,
25 or elsewhere in the U.S. and in other countries/territories/regions abroad.
26

27 127. Plaintiffs are also entitled to a full and accurate accounting of all other
28 revenues generated by Defendant William Grant, including advertising share revenues, such

1 as YouTube ad revenues, generated or received by it in connection with the public
2 distribution, performance, reproduction, and exploitation of the Unauthorized Red
3 Tettemer/William Grant Derivative Works and Unauthorized Quaker City
4 Mercantile/William Grant Derivative Works via radio, TV, broadcasting, online, social
5 media, streaming, and elsewhere.

6 128. The amount of money due to Plaintiffs from Defendants resulting from
7 their infringements and fraud is in excess of One Hundred Fifty Thousand Dollars
8 (\$150,000), but the precise amount is currently unknown to Plaintiff and cannot be
9 reasonably ascertained without a full and complete accounting of Defendants' relevant
10 books and records. Due to the widespread nature of the infringing acts committed by
11 Defendants at issue, it is not possible for Plaintiffs to ascertain a fixed sum that is currently
12 owed to them unless a full and accurate accounting of all revenues generated from the
13 aforementioned infringing acts is performed.
14
15

16 **PRAYER FOR RELIEF**

17 Wherefore, Plaintiffs pray for judgment as follows:

- 18 a. That Defendants, each of them, their respective agents, and anyone working in
19 concert with Defendants and/or their agents, be permanently enjoined from
20 copying, storing, performing, distributing, and/or otherwise exploiting the
21 Bradcliffe Musical Works, Unauthorized Red Tettemer/William Grant Derivative
22 Works, and Unauthorized Quaker City Mercantile/William Grant Derivative
23 Works, or any derivatives thereof, in a manner that infringes the copyrights in the
24 Bradcliffe Musical Works;
25
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- 1 b. That Plaintiff Bradcliffe be awarded all of Defendants' profits, both direct and
2 indirect profits, and all of Plaintiff's actual damages and losses attributable to
3 Defendants' infringements, the exact sum to be proven at the time of trial;
- 4 c. That Defendants Red Tettemer, Mod Op, and Quaker City Mercantile shall be
5 required to provide an accounting of the total revenue generated by them
6 concerning their creation/production of the Unauthorized Red Tettemer/William
7 Grant Derivative Works and Unauthorized Quaker City Mercantile/William Grant
8 Derivative Works and their subsequent reproduction, distribution, performance,
9 and commercial exploitation of these works on the radio, TV, broadcasting,
10 online, social media, streaming, and elsewhere, including any and all advertising
11 share revenues generated, such as YouTube ad revenues generated, or bonuses
12 generated or received by them as a result of the creation and/or exploitation of
13 these works.
- 14 d. That Defendant William Grant shall be required to provide an accounting of the
15 total revenue generated by it in connection with all sales of Tullamore D.E.W.
16 alcohol products or other Tullamore D.E.W. products during the time that the
17 Unauthorized Red Tettemer/William Grant Derivative Works and/or
18 Unauthorized Quaker City Mercantile/William Grant Derivative Works were
19 publicly distributed, performed, and/or commercially exploited via radio, TV,
20 broadcasting, online, social media, streaming, and elsewhere, in the U.S. and in
21 any other country/territory/region throughout the world.
- 22 e. That Defendant William Grant shall be required to provide an accounting of the
23 total revenue generated by it concerning its reproduction, distribution,
24 performance, and commercial exploitation of the Unauthorized Red
25 Tettemer/William Grant Derivative Works and Unauthorized Quaker City
26 Tettemer/William Grant Derivative Works and Unauthorized Quaker City
27 Tettemer/William Grant Derivative Works and Unauthorized Quaker City
28 Tettemer/William Grant Derivative Works and Unauthorized Quaker City

1 Mercantile/William Grant Derivative Works on the radio, TV, broadcasting,
2 online, social media, streaming, and elsewhere, including any and all advertising
3 share revenues generated, such as YouTube ad revenues generated, or other
4 revenue generated or received by it as a result of the exploitation of these works,
5 in the U.S. and in any other country/territory/region throughout the world.

- 6 f. That Plaintiff Bradcliffe be awarded its actual damages and the profits of
7 Defendants Red Tettemer, Quaker City Mercantile, and William Grant, or
8 alternatively statutory damages of not less than \$2,500.00 and up to \$25,000.00
9 for each violation of 17 U.S.C. § 1202(a)(1) and (2) pursuant to 17 U.S.C. § 1203;
10
11 g. That a constructive trust shall be imposed upon Defendants regarding such
12 amounts and any other revenues or proceeds realized by Defendants, and each of
13 them, through their infringement of Plaintiff's copyrights in the Bradcliffe
14 Musical Works and violation of 17 U.S.C. § 1202(a)(1) and (2);
15
16 h. That Plaintiffs be awarded damages resulting from Defendant Red Tettemer's
17 fraud/intentional misrepresentations.
18
19 i. That Plaintiff be awarded its attorneys' fees and costs under 17 U.S.C. § 505 and
20 17 U.S.C. § 1203(b).
21
22 j. That Plaintiffs be awarded pre- and post-judgment interest as allowed by law; and
23
24 k. That Plaintiffs be awarded such further legal and equitable relief as the Court
25
26
27
28
deems proper.

JURY DEMAND

Plaintiffs demand a jury trial on all issues so triable pursuant to Fed. R. Civ. P. 38 and the 7th Amendment to the United States Constitution.

Respectfully submitted,

Dated: February 10, 2026

By: /s/ Alyssa M. Bruno
Alyssa M. Bruno, Esq.
A. BRUNO LAW
*Attorney for Plaintiff Bradcliffe LLC and
Donald A. McCloskey*

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of February 2026, a true and correct copy of the foregoing **PLAINTIFFS BRADCLIFFE LLC AND DONALD A. MCCLOSKEY'S AMENDED COMPLAINT** was filed electronically with the United States District Court for the Eastern District of Pennsylvania through the Court's CM/ECF system. All parties may access this filing through that system.

A. BRUNO LAW

Dated: February 10, 2026

By: /s/ Alyssa M. Bruno
Alyssa M. Bruno, Esq.
*Attorney for Plaintiffs Bradcliffe LLC and
Donald A. McCloskey*