

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

Bridgeport Music Inc. and Westbound Records,)	
)	
)	
Plaintiffs,)	Civil Action No. 3:05-0155
vs.)	
)	Judge Todd A. Campbell
Estate of Christopher Wallace a/k/a)	Magistrate Judge Joe B. Brown
Notorious B.I.G. on behalf of Big Poppa)	Jury Demand
Music, Sean Combs doing business as)	
Justin Combs Publishing, Bad Boy)	Related Case No. 3:01-1058
Entertainment, Inc. individually and)	
doing business as Bad Boy Records, Bad)	
Boy LLC, Universal Records, a division of)	
UMG Recordings, Inc. and UMG)	
Recordings, Inc.,)	
)	
Defendants.)	

THIRD AMENDED COMPLAINT

Plaintiffs Bridgeport Music Inc. (“Bridgeport”) and Westbound Records, Inc. (“Westbound”) (collectively “Plaintiffs”) by their attorneys, for their Complaint against Defendants Estate of Christopher Wallace a/k/a Notorious B.I.G. on behalf of Big Poppa Music, Sean Combs doing business as Justin Combs Publishing, Bad Boy Entertainment, Inc. individually and doing business as Bad Boy Records, Bad Boy LLC, and Universal Records, a division of UMG Recordings, Inc., and UMG Recordings, Inc. (collectively “Defendants”) allege as follows:

I. NATURE OF THE ACTION

This action for damages, declaratory relief, and permanent injunctive relief is brought by Plaintiffs pursuant to the Copyright Act and Copyright Revision Act, 17 U.S.C. §§101 *et seq.* (the “Copyright Act”), and other common and statutory law as set forth.

1. This Complaint is related to an action currently pending in the Middle District of Tennessee, being Case 3:01-1058. In that action, and per the District Court's Order, the Plaintiff filed a letter request with the Court seeking permission to file a Motion for Leave to Amend the Amended Complaint. The District Court granted the request, and Plaintiff filed a Motion, Memorandum and proposed Second Amended Complaint on January 28, 2005. (Case No. 3:01-1058, Docket No. 70). The Court then denied Plaintiff's motion for leave to amend. (Docket No. 73). Said related action has been stayed since February 11, 2002. (*Id.*, Docket No. 44).

2. Plaintiffs are the owners of the right, title, and interest in and to the musical composition and sound recording known as "Singing In The Morning" ("Bridgeport Composition" and "Westbound Sound Recording"), including the copyright therein, together with the right to register the statutory copyright therein. Plaintiffs have complied with all of the laws pertinent to the composition and sound recording as copyrighted works, and the subject copyright registrations on the musical composition and sound recording "Singing In The Morning" have been appropriately deposited and/or registered with the U.S. Copyright office. At all times pertinent hereto, Plaintiffs have complied with all applicable provisions of the copyright laws of the United States.

3. The infringing musical composition and infringing sound recording that are the subject of this action are of a genre of music known as "rap." In rap music, the artist typically speaks along with one or more pre-recorded musical compositions. To record the rap song at issue, the rap artist copied a portion of a prior master sound recording of Plaintiffs' earlier musical composition directly onto the new sound recording, and then the artist "rapped" on top, a procedure called "sampling." Rap artist Christopher Wallace a/k/a "Notorious B.I.G." is the performer of a new musical composition and sound recording "Ready To Die" ("Infringing

Composition”) embodied in a new infringing sound recording (“Infringing Sound Recording”) on the “Ready To Die,” the 2003 re-release of “Ready to Die,” “Ready To Die: The Remaster” and “Ready To Die: The Remaster (Clean)” Records (“Records”). The Defendants named herein are the Publishers, Administrator, Labels and Entertainment Companies of the Infringing Composition and Infringing Sound Recording that, among other things, license, publish, administer and authorize others to, as well as those who are so authorized to, produce, manufacture, distribute, sell and market, or license for distribution or sale, the Infringing Composition, Infringing Sound Recording, and/or Records.

4. Defendants have unlawfully copied the Bridgeport Composition and Westbound Sound Recording “Singing In The Morning” in the new Infringing Composition and Infringing Sound Recording “Ready To Die” as described more fully below, without the permission of Plaintiffs, and without paying royalties to Plaintiffs. Accordingly, Plaintiffs seek: (1) declaratory relief that they own the copyright in the Infringing Composition and Infringing Sound Recording; (2) recovery of money damages resulting from the wrongful acts of Defendants and all attorneys’ fees and costs associated with the prosecution of this action; (3) an accounting and (4) an Order impounding for destruction, the infringing materials and enjoining Defendants from the licensing, production, marketing, exploitation and/or sale of the Infringing Composition, Infringing Sound Recording, and/or Records.

II. PARTIES

5. Plaintiff Bridgeport is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. Bridgeport is, and at all times relevant was, engaged in, among other things, the business of music publishing and otherwise commercially exploiting musical composition copyrights.

Bridgeport has entered into a performing rights license with the performing rights organization (“PRO”) Broadcast Music, Inc. (“BMI”) whereby BMI licenses performances of Bridgeport’s musical compositions in the United States. As a result, Bridgeport is considered a BMI affiliate.

6. Plaintiff Westbound is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Westbound was (and continues to be) engaged in, among other things, the business of recording and distributing Infringing Sound Recordings.

7. Publisher and Administrator Estate of Christopher Wallace a/k/a Notorious B.I.G. on behalf of Big Poppa Music (“Wallace”) has been served with process.

8. Publisher Sean Combs doing business as Justin Combs Publishing (“Combs”) has been served with process.

9. Label and Entertainment Company Bad Boy Entertainment, Inc., individually and doing business as Bad Boy Records, (“Bad Boy”) is a New York corporation, and has been served with process.

10. Plaintiffs are informed and believe and on that basis allege that Entertainment Company Bad Boy LLC is a limited liability company, and may be served with process at its principal place of business at 1710 Broadway, New York City, New York. Plaintiffs are informed and believe and on that basis allege that all of the assets of Bad Boy have been transferred to Bad Boy LLC.

11. Label and Entertainment Company Universal Records, a division of UMG Recordings, Inc., and UMG Recordings, Inc. (“UMG”) is a Delaware corporation authorized to do business in the State of Tennessee, and has been served with process.

III. JURISDICTION AND VENUE

12. The jurisdiction of this Court is based upon 28 U.S.C. §§1331 and 1338(a) in that the controversy arises under the Copyright Act and Copyright Revision Act of 1976 (17 U.S.C. 101 *et seq.*), which is within the exclusive jurisdiction of federal courts pursuant to 28 U.S.C. §1338.

13. Personal jurisdiction over each of the Defendants is proper in this jurisdiction, among other reasons, on the grounds that Defendants, Defendants' agents, and/or Defendants' personal representatives either: (a) maintain a principal place of business in Tennessee or have a substantial presence in Tennessee with offices located in Nashville, Tennessee; (b) regularly conduct business in the State of Tennessee either by marketing, distributing, selling, and/or licensing their works in Tennessee including conducting such business through performing rights organizations located in Tennessee and by entering into contracts that are consummated and/or performed in Tennessee; and/or (c) maintain registered agents for service of process within the State of Tennessee; and/or (d) acting directly or indirectly, have transacted business in this state or contracted to supply services or things in this state, caused tortuous injury by an act or omission in this state, caused tortuous injury in this state by an act or omission outside this state of a person who regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in this state, has an interest in, uses, or possesses real property in this state; and/or has contracted to insure a person, property, or risk located within this state at that time of contracting. Service of process on any Defendant without an address in Tennessee, or an agent for service of process in Tennessee, is pursuant to the Tennessee long arm statutes.

14. Venue is proper in this District pursuant to 28 U.S.C. §§1391 and 1400(a).

IV. THE WRONGFUL CONDUCT OF THE DEFENDANTS

15. From the date of the release and/or re-release of the Infringing Composition and Infringing Sound Recording on the Records, Defendants have infringed the copyright in the Bridgeport Composition and Westbound Sound Recording “Singing In The Morning” including: (a) by substantial copying and public performances, or authorizing the copying and public performances, (b) authorizing the making, distribution and sale of the Records; (c) authorizing the distribution and sale of the master sound recording of the Records, including the Infringing Composition and Infringing Sound Recording “Ready to Die” for a substantial profit; and (c) by participating in and furthering the aforementioned infringing acts, and/or sharing in the proceeds therefrom, all through substantial use of the Bridgeport Composition and Westbound Sound Recording in and as part of the Infringing Composition contained in the Infringing Sound Recording on the Records which are packaged in a variety of configurations, mixes and versions.

16. Upon information and belief, Defendant Publishers and Administrator Wallace and Publisher Combs own, publish and/or administer, in whole or in part, the Infringing Composition “Ready To Die,” and commercially exploit the Infringing Composition in various ways.

17. Upon information and belief, Defendant Labels and Entertainment Companies Bad Boy and UMG manufacture, distribute, market and sell (and/or authorize others to do so) the Infringing Sound Recording on the Records entitled “Ready To Die,” the 2003 re-release of “Ready to Die,” “Ready To Die: The Remaster” and “Ready To Die: The Remaster (Clean).” The Infringing Composition and Infringing Sound Recording also have been licensed for digital download. Plaintiffs identify below the specific Record associated with each particular Defendant.

18. Upon information and belief, Defendant Label and Entertainment Company Bad Boy sold and distributed an interest in the master sound recording of the Records entitled “Ready To Die,” the 2003 re-release of “Ready to Die,” “Ready To Die: The Remaster” and “Ready To Die: The Remaster (Clean)” to a third party, Warner Music Group, for a substantial profit, all without proportionate compensation to Plaintiffs herein for the use of their copyrighted works in the Infringing Composition and Infringing Sound Recording “Ready to Die.” Upon information and belief, the assets of Bad Boy have been transferred to Defendant Bad Boy LLC, which now owns, together with the Warner Music Group, the master recordings previously owned by Bad Boy.

V. LIABILITY OF EACH DEFENDANT AND DAMAGES TO PLAINTIFFS

19. Despite the absence of appropriate agreements from Plaintiffs, Defendant Publishers and Administrator utilized, or authorized the use of, the Bridgeport Composition in the new Infringing Composition, and authorized others to use, and embody the Infringing Composition in the Infringing Sound Recording on the Records, which then was produced, manufactured, distributed and sold by, and/or licensed for distribution and sale by Bad Boy, Bad Boy LLC, UMG, and others. Said Defendants claimed ownership of the subject Infringing Composition and Infringing Sound Recording on the Records released, and the master(s) of said Record(s) and began paying royalties to the artists, songwriters, Publishers, Administrators and the new, alleged owners of the copyrights in the Infringing Composition and Infringing Sound Recording, but not to Plaintiffs. Defendants kept sales dollars, and profits from the sale and distribution of the master(s) of the Records, for themselves as copyright owners of the new Infringing Composition, Infringing Sound Recording and Records. Such Defendants egregiously, and with knowledge of and/or reason to know of the infringing activity induced,

caused and/or materially contributed to, and substantially participated in, the infringing activity when they authorized such releases and took such action. Further, such Defendants had the obligation, right, and ability to supervise such infringing activity but allowed the infringement to occur, and they had an obvious and direct financial interest in exploiting the copyrighted materials as set forth herein. Accordingly, Defendants are liable for direct, contributory and vicarious infringement.

20. Upon information and belief, Defendants acted with knowledge and/or reason to know that the subject Records containing the Infringing Composition and Infringing Sound Recording infringed upon Plaintiffs' copyrights, and are liable for copyright infringement. Defendants Combs and Bad Boy willfully induced UMG to commit copyright infringement by entering into the distribution agreement referenced hereinabove, and by otherwise licensing the Infringing Composition and Infringing Sound Recording for distribution and sale, all with the knowledge that said composition and sound recording infringed Plaintiffs' composition and sound recording.

21. To fraudulently conceal the wrongful use of Plaintiffs' musical composition and sound recording, Defendants placed, or caused to be placed, "label copy" on the Records containing the Infringing Composition and Infringing Sound Recording listing the new songwriters and new Publishers/Administrators as the sole owners of the copyrights in the Infringing Composition, and informed the Performing Rights Organization ("PROs") of such incorrect and/or incomplete list of songwriters, Publishers and Administrators. The activity described above constitutes self-concealing fraudulent activity insofar as Plaintiffs, with no appropriate credit identifying the true origin of the Records, would have no way of discovering each infringement absent purchasing every Record sold in the world.

22. Upon information and belief, the songwriters, Publishers and Administrator have received royalties, and other payments for the sale of the Records containing the Infringing Composition and Infringing Sound Recording, have received royalties for inclusion of the Infringing Composition in print editions of sheet music, have received synchronization royalties for the use of the Infringing Composition in audio-visual works and have received performance royalties from the PROs from performances of the Infringing Composition among other revenue sources known only to Defendants, without accounting for, or remitting the appropriate amount of such royalties to Bridgeport. Upon information and belief, Defendant Publishers and Administrator have received royalties for the licensing of the Infringing Sound Recording of the Infringing Composition for digital download.

23. Upon information and belief, the Publisher and Administrator Wallace and Publisher Combs have improperly paid themselves and/or their associated songwriters, a portion of those royalties received, and have not remitted the appropriate share of such royalties to Bridgeport.

24. Upon information and belief, Labels and/or Entertainment Companies Bad Boy, Bad Boy LLC and UMG, and their manufacturers, marketers and distributors, have collected fees from the sale of said Records containing the Infringing Composition and Infringing Sound Recording, have retained a portion of those fees without submitting the appropriate amounts to Plaintiffs and improperly has paid some of those fees to artists, producers, Publishers and Administrators including some, or all, of the Defendants named herein.

25. Upon information and belief, Labels and/or Entertainment Companies Bad Boy and Bad Boy LLC, and their manufacturers, marketers and distributors, have collected millions of dollars from the sale of an interest in the masters of said Records containing the Infringing

Composition and Infringing Sound Recording to Warner Music Group, and have collected millions of dollars from Defendant UMG through a distribution agreement for the distribution of the infringing Records, have retained those monies without submitting the appropriate amounts to Plaintiffs and improperly have paid some of those fees to themselves, artists, producers, Publishers and Administrators, including some, or all, of the Defendants named herein.

26. Upon information and belief, the PROs paid performance royalties only to the incorrectly listed songwriters, Publishers and Administrator of the Infringing Composition, and not to Plaintiffs

27. Plaintiffs have not received proper compensation in the form of royalties and/or copyright interest, or a proportionate share of the sales proceeds from the sale and distribution of the master(s) of the Records as and for the improper uses of their copyrighted musical composition and sound recording contained in the Infringing Composition, Infringing Sound Recording and Records.

28. The foregoing conduct of Defendants constitute, among other things, (a) improper creation of derivative works, such that the subject Infringing Composition, Infringing Sound Recording and the Records are owned by Plaintiffs, (b) direct, vicarious and contributory copyright infringement, such that Defendants are jointly and severally liable therefore which are continuing violations of the Copyright Act, insofar as the Infringing Composition and Infringing Sound Recording and Records are still in print, and sales continue to occur.

29. Defendants' conduct, including infringement, has been and continues to be willful and knowing and, where applicable, grossly negligent. Defendants acted with utter disregard for the business and financial safety of Plaintiffs and with reckless disregard for Plaintiffs' rights, acted with a conscious neglect of duty, callous indifference, and such an entire want of care as

would raise a presumption of a conscious indifference to consequences. They willfully continued infringing Plaintiffs' musical composition and sound recording despite notice. Upon information and belief, since the commencement of related action 3:01-1058 in which Plaintiffs allege infringement of their copyrighted works in the Infringing Composition and Infringing Sound Recording "Ready to Die," and with knowledge of said infringement, Bad Boy entered into a \$10 million distribution deal with UMG and, recently entered a \$30 million deal with Warner Music Group to exploit the Infringing Composition and Infringing Sound Recording, among others. Upon information and belief, one of the major assets of Bad Boy and Bad Boy LLC are the musical compositions and sound recordings of rap artist Notorious B.I.G., including the Infringing Composition and Infringing Sound Recording that is the subject of this action. In the alternative, Defendants' conduct, even if not willful and knowing, constitutes infringement of Plaintiffs' copyrights.

30. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered actual damages including lost profits, lost opportunities, loss of goodwill, lost publicity, attorney's fees and interest, and also are entitled to punitive damages. In the alternative, Plaintiffs are entitled to statutory damages as allowed by law.

31. Plaintiffs identify separately below each Record that infringes Plaintiffs' musical composition and sound recording "Singing In The Morning." Upon information and belief, the alleged infringement is continuing insofar as each Record identified in this Complaint still is in print and/or sales continue to occur and/or they are licensed and available for digital download and ringtones. Each time the Infringing Composition and Infringing Sound Recording have been reprinted, licensed, re-released and/or re-mixed, and sold and distributed, in part, to Warner Music Group, Defendants, and each of them, are liable for separate acts of infringement, which

were and are willful, and therefore, entitle Plaintiffs to compensatory and punitive damages as discussed above, or in the alternative, statutory damages in the amount of \$150,000.00 per infringement, or otherwise as allowed by law.

**COUNT 1
COPYRIGHT INFRINGEMENT**

32. Plaintiffs reallege each and every allegation in paragraphs 1 through 31 hereof as if fully set forth herein.

33. Rap artist Christopher Wallace a/k/a "Notorious B.I.G." performed the Infringing Composition and Infringing Sound Recording "Ready To Die" on the "Ready To Die," "Ready to Die," (Re-released on or about March 25, 2003)," "Ready To Die: The Remaster" (Released on or about July 13, 2004) and "Ready To Die: The Remaster (Clean)" (Released on or about July 13, 2004) Records. In addition, Defendants and/or their authorized agents have licensed the Infringing Composition and Infringing Sound Recording for digital download by licenses issued to Napster, Wal-Mart, FullAudio Corp., Streamwaves, MP3.com, among others, and for ringtones. Each of these releases of "Ready To Die" contain a sampled portion of the Bridgeport Composition and Westbound Sound Recording "Singing In The Morning," which were included without license or agreement from Bridgeport and/or Westbound, the inclusion of which greatly enhanced the musical and financial value of "Ready To Die."

34. Defendant Publisher and Administrator Wallace and Publisher Combs engaged in improper conduct and infringement described herein, including licensing to, and authorizing, others to reproduce and distribute (including digital distribution) the Infringing Composition in the Infringing Sound Recording and Records, and for digital download, and by improperly receiving and paying fees and royalties generated by Plaintiffs' copyrights in "Singing In The Morning" resulting from the commercial exploitation of the Infringing Composition and

Infringing Sound Recording, including income derived from Record sales, print editions of sheet music, synchronization fees for audio-visual works, other licensing fees, performance royalties, digital distribution, ringtones, among other sources known only to Defendants herein. Such commercial exploitation of the Infringing Composition and Infringing Sound Recording occurred without compensation to Plaintiffs in the form of royalties and/or copyright interests for the improper use of the Bridgeport Composition and Westbound Sound Recording "Singing In The Morning," and the infringement has not been remedied.

35. Defendant Labels and Entertainment Companies Bad Boy, Bad Boy LLC and UMG engaged in the improper conduct and infringement described herein, including purportedly owning the Infringing Sound Recording, receiving and paying fees and royalties generated by Plaintiffs' copyrights resulting from the commercial exploitation of the Infringing Composition and Infringing Sound Recording including income from the sale of the Records manufactured, distributed, sold and/or marketed by said Defendants, synchronization fees for audio-visual works, royalties and fees for the digital distribution (including digital download) of the Infringing Composition and Infringing Sound Recording, and/or other licensing fees for the use of the Infringing Composition and Infringing Sound Recording. Bad Boy also has received millions of dollars from a distribution agreement with UMG for the distribution of the infringing Records, and received millions of dollars through the sale of one-half of the master recordings to Warner Music Group. Bad Boy LLC currently holds the monies so received. Plaintiffs have received no compensation for such sales and transfer, including royalties and/or copyright interests for the improper use of Plaintiffs' musical composition and sound recording identified herein, and the infringement has not been remedied.

36. Defendants' foregoing conduct constitutes direct, contributory and vicarious

copyright infringement and Plaintiffs have incurred damages thereby; therefore, Plaintiffs request that they be awarded actual and punitive damages and/or statutory damages for each infringement as proven, plus costs, interest and attorneys' fees in an amount to be determined at the time of trial.

COUNT 2
COMMON LAW COPYRIGHT INFRINGEMENT ARISING OUT OF
THE INFRINGING SOUND RECORDING "READY TO DIE"
(Against Defendants Bad Boy Entertainment, Inc., individually and doing business as Bad
Boy Records, Bad Boy LLC, Universal Records, a division of UMG Recordings, Inc.
and UMG Recordings, Inc.)

37. Plaintiffs reallege each and every allegation in paragraphs 1 through 36 as if fully set forth herein.

38. As described fully above, the master recording of "Singing In The Morning" was first fixed in a master recording on or after February 15, 1972, and Westbound has complied with all copyright requirements. In the alternative, to the extent that the sound recording "Singing In The Morning" was first fixed in a master recording before February 15, 1972, Westbound is entitled to pursue its claim for common law copyright infringement.

39. Rap artist Notorious B.I.G. performed the Infringing Composition and Infringing Sound Recording "Ready to Die" on the "Ready To Die," the 2003 re-release of "Ready to Die," "Ready To Die: The Remaster" and "Ready To Die: The Remaster (Clean)" Records. "Ready to Die" contains sampled portions of the Westbound Sound Recording "Singing In The Morning," which was included without license or agreement from Westbound, the inclusion of which greatly enhanced the musical and financial value of "Ready to Die."

40. Defendant Labels and Entertainment Companies Bad Boy, Bad Boy LLC and UMG engaged in the improper conduct and infringement described herein, including Paragraph 36 above, by purportedly owning the Infringing Sound Recording, receiving and paying fees and

royalties generated by Plaintiff Westbound's copyrights resulting from the commercial exploitation of the Infringing Sound Recording of the Infringing Composition. Further, Bad Boy also has received millions of dollars from a distribution agreement with UMG for the distribution of the infringing Records, and received millions of dollars through the sale of one-half of the master recordings to Warner Music Group. Bad Boy LLC currently holds the monies so received. Plaintiffs have received no compensation for such sales and transfer, including royalties and/or copyright interests for the improper use of Plaintiffs' musical composition and sound recording identified herein, and the infringement has not been remedied.

41. Defendants Bad Boy, Bad Boy LLC and UMG's foregoing conduct constitutes direct, contributory and vicarious common law copyright infringement and Plaintiff Westbound has incurred damages thereby; therefore, Plaintiff Westbound requests that it be awarded actual, incidental and punitive damages for each infringement as proven, plus costs, interest and attorneys' fees in an amount to be determined at the time of trial.

COUNT 3 ACCOUNTING

42. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 41 as if fully set forth herein.

43. Due to the infringement and wrongful acts of Defendants, Plaintiffs are entitled to an accounting by each Defendant of amounts relating to Plaintiffs' copyright whereby Plaintiffs may determine the revenues and profits rightfully belonging to Plaintiffs, and wrongfully gained by Defendants.

COUNT 4 VIOLATION OF THE RECORD PIRACY LAWS OF TENNESSEE

(Against Defendants Bad Boy Entertainment, Inc., individually and doing business as Bad Boy Records, Bad Boy LLC, Universal Records, a division of UMG Recordings, Inc. and UMG Recordings, Inc.)

44. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 43 as if fully set forth herein.

45. As described fully above, the master recording of “Singing In The Morning” was first fixed in a master recording on or after February 15, 1972, and Westbound has complied with all copyright requirements. In the alternative, to the extent that the sound recording “Singing In The Morning” was first fixed in a master recording before February 15, 1972, Westbound is entitled to pursue its claim for record piracy.

46. Defendants Bad Boy, Bad Boy LLC and UMG, among other things: (1) knowingly manufactured, transferred, recorded or stored on a recorded device, with the intent to sell for commercial advantage or private financial gain, a live performance knowing that the live performance has been recorded or stored without the consent of Plaintiff Westbound; (2) knowingly advertised, sold, rented, transported or possessed with an intent to sell, rent or transport, for commercial advantage or private financial gain, a recorded device containing a live performance knowing that the live performance has been recorded or stored without the consent of Westbound; and/or (3) misrepresented the true and correct origin of the Infringing Sound Recording of the Infringing Composition “Ready to Die” on the Records “Ready to Die,” the 2003 re-release of “Ready to Die,” “Ready to Die: The Remaster,” and “Ready to Die: The Remaster (Clean)” as well as the inserts that are packaged with the Records and sold to the public with an intent to sell, pass or otherwise utter it. The Infringing Composition and Infringing Sound Recording then were sold to consumers in the State of Tennessee and elsewhere, who relied on the false, deceptive, and unfair representations made by defendants, as

described fully above, when such consumers purchased what they believed was an original, non-infringing composition and sound recording.

47. The acts of Defendants Bad Boy, Bad Boy LLC and UMG were intended to harm Plaintiff Westbound and the consumers in Tennessee and elsewhere, insofar as said Defendants wanted the general public to believe that the Infringing Composition and Infringing Sound Recording were original works, and did not want plaintiffs put on notice to pursue their claims of copyright infringement. By the actions described herein, Plaintiff Westbound was damaged when the general public purchased the Infringing Composition and Infringing Sound Recording, the public did not know its true origin and thus would not know to purchase Plaintiff Westbound's original work, Plaintiff Westbound did not receive any royalties to which it was lawfully entitled, and Plaintiff Westbound was not put on notice to pursue its claims of copyright infringement.

48. The false, deceptive, and unfair acts of Defendants Bad Boy, Bad Boy LLC and UMG were done knowingly, willfully, and/or with a reckless disregard of whether the representations described herein were false, deceptive, misleading, and unfair. Each separate act of said Defendants constitutes violations of Tenn. Code Ann. §39-14-139, *et seq.*, which prohibits said Defendants' acts described herein.

49. The wrongful, false, and deceptive acts of Defendants Bad Boy, Bad Boy LLC and UMG still are continuing insofar as the Infringing Sound Recording of the Infringing Composition still is in print, sales still are occurring, and the Infringing Composition and Sound Recording continues to be manufactured, distributed (including digital distribution) and performed.

50. As a direct and proximate result of the conduct of Defendants Bad Boy, Bad Boy

LLC and UMG, Plaintiff Westbound has suffered substantial harm and damages, and pursuant to Tenn. Code Ann. §39-14-139 (d)(1), and Tennessee common law, is entitled to an award of all damages resultant therefrom, including actual, compensatory, incidental and punitive damages.

COUNT 5
UNFAIR COMPETITION UNDER TENNESSEE AND MICHIGAN LAW
(Against Defendants Bad Boy Entertainment, Inc., individually and doing business as Bad Boy Records, Bad Boy LLC, Universal Records, a division of UMG Recordings, Inc. and UMG Recordings, Inc.)

51. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 50 as if fully set forth herein.

52. As described fully above, the master recording of “Singing In The Morning” was first fixed in a master recording on or after February 15, 1972, and Westbound has complied with all copyright requirements. In the alternative, to the extent that the sound recording “Singing In The Morning” was first fixed in a master recording before February 15, 1972, Westbound is entitled to pursue its claim for unfair competition.

53. In addition to the acts described herein, Defendant Bad Boy, Bad Boy LLC and UMG transferred or caused to be transferred the Westbound Sound Recording into the Infringing Sound Recording with the intent to sell or cause it to be sold for profit and/or used to promote the sale of the Infringing Composition and/or Infringing Sound Recording,

54. Defendants Bad Boy, Bad Boy LLC and UMG’s conduct constitutes unfair competition under Tennessee statutory and common law, including but not limited to Tenn. Code Ann. §47-25-104, and Michigan common law. As a direct and proximate result of said Defendants’ conduct, Plaintiff Westbound has suffered substantial harm and damages, and is entitled to an award of all damages resultant therefrom, including actual, compensatory, incidental and punitive damages.

COUNT 6
MISAPPROPRIATION
(Against Defendants Bad Boy Entertainment, Inc. individually and doing business as Bad Boy Records, Bad Boy LLC, Universal Records, a division of UMG Recordings, Inc. and UMG Recordings, Inc.)

55. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 54 as if fully set forth herein.

56. As described fully above, the master recording of “Singing In The Morning” was first fixed in a master recording on or after February 15, 1972, and Westbound has complied with all copyright requirements. In the alternative, to the extent that the sound recording “Singing In The Morning” was first fixed in a master recording before February 15, 1972, Westbound is entitled to pursue its claim for misappropriation.

57. Defendants Bad Boy, Bad Boy LLC and UMG engaged in improper and unlawful appropriation of the Westbound Sound Recording when they disseminated the Infringing Sound Recording of the Infringing Composition “Ready To Die” on Records to the public, and further, when said Defendants unlawfully placed the Westbound Sound Recording in the Infringing Sound Recording “Ready to Die” without Plaintiff Westbound’s consent. As a direct and proximate result of said Defendants’ conduct, Plaintiff Westbound has suffered substantial harm and damages, and is entitled to an award of all damages resultant therefrom, including actual, compensatory, incidental and punitive damages.

COUNT 7
CONVERSION UNDER MICHIGAN LAW
(Against Defendants Bad Boy Entertainment, Inc., individually and doing business as Bad Boy Records, Bad Boy LLC, Universal Records, a division of UMG Recordings, Inc. and UMG Recordings, Inc.)

58. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 57 as if fully set forth herein.

59. As described fully above, the master recording of “Singing In The Morning” was first fixed in a master recording on or after February 15, 1972, and Westbound has complied with all copyright requirements. In the alternative, to the extent that the sound recording “Singing In The Morning” was first fixed in a master recording before February 15, 1972, Westbound is entitled to pursue this claim for conversion. As further described above, Westbound is a Michigan corporation and owner of the Westbound Sound Recording “Singing in the Morning.”

60. Defendants Bad Boy, Bad Boy LLC and UMG unlawfully converted the Westbound Sound Recording when said Defendants exerted control over Westbound’s Sound Recording by copying and simulating Westbound’s Sound Recording into the Infringing Sound Recording “Ready to Die,” without Plaintiff Westbound’s consent. As a direct and proximate result of said Defendants’ conduct, Plaintiff Westbound has suffered substantial harm and damages, and is entitled to an award of all damages resultant therefrom, including actual, compensatory, incidental and punitive damages.

COUNT 8
ACTION FOR DECLARATORY JUDGMENT OF
PLAINTIFFS’ OWNERSHIP OF CLAIMED COPYRIGHT

61. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 60 hereof as if fully set forth herein.

62. Pursuant to 17 U.S.C. §101 *et seq.*, and 28 U.S.C. §2201, this Court may declare the rights and other legal relations of any interested party seeking such declaration whether or not further relief is, or could be, sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

63. Plaintiffs seek a declaratory judgment that Bridgeport is the owner of the Infringing Composition and Westbound is the owner of the Infringing Sound Recording on the

grounds that such works are derivative of Plaintiffs' copyright in "Singing In The Morning," and that Plaintiffs are the parties with exclusive rights to such derivative works. In the alternative, Plaintiffs seek a declaratory judgment as to their respective percentages of ownership in the new Infringing Composition and Infringing Sound Recording.

64. Plaintiffs further seek a declaratory judgment that, as a result of their ownership referenced above, any and all assignments, transfers and licenses of the infringing copyright in and to the new Infringing Composition and Infringing Sound Recording are declared null and void.

COUNT 9 ACTION FOR PERMANENT INJUNCTION

65. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 63 hereof as if fully set forth herein.

66. As described more fully above, the wrongful conduct of each of the Defendants entitles Plaintiffs to compensatory, punitive, statutory and other damages in an amount to be determined.

67. The Infringing Composition and Infringing Sound Recording were released illegally and without right or justification in violation of Plaintiffs' ownership interest in such Infringing Composition and Infringing Sound Recording.

68. Accordingly, Plaintiffs request that a permanent injunction issue, ordering that the Infringing Composition and/or Infringing Sound Recording and/or Records in whatever form, be prohibited from being further released, distributed, reprinted, performed or sold, without the consent of Plaintiffs, and that the Infringing Composition and/or Infringing Sound Recording and/or Records, in whatever form, already released, be immediately retrieved, impounded and returned to Plaintiffs for destruction, unless otherwise consented to by Plaintiffs.

NATURE OF LIABILITY

69. As co-infringers, Defendants are jointly and severally liable for all amounts owed.

TRIAL BY JURY

70. Plaintiffs hereby request trial by jury on all issues wherein trial by jury is permissible.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Bridgeport Music Inc. and Westbound Records, Inc. demand judgment as follows:

(1) That Defendants be found liable for direct, contributory and/or vicarious copyright infringement as proven at trial;

(2) That Defendants be ordered to submit to an accounting so that all gains, sales, profits and advantages derived by Defendants from each of their acts, may be determined;

(3) That Defendants be found liable for willful copyright infringement for each separate act of infringement;

(4) That for such copyright infringement, and each separate act thereof, Defendants be ordered to pay Plaintiffs:

(a) Such damages as Plaintiffs have sustained in consequence of Defendants' infringement of said copyrights, including, to the extent available, punitive damages in an amount to be determined and to account for and pay to Plaintiffs all gains, profits and advantage derived by Defendants from their infringement of Plaintiffs' copyright, the total amount to be determined at a trial of this action, or such damages as shall appear proper within the provisions of the Copyright statutes; or in the alternative;

(b) In the event that Plaintiffs' actual damages, including Defendants' profits are less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each infringement and

Defendants are found to have willfully infringed, that Plaintiffs, in the discretion of the Court, be awarded statutory damages in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for each infringement pursuant to the provision of 17 U.S.C. §504(c)(2); or in the alternative;

(c) In the event that Defendants are not found to have willfully infringed and Plaintiffs' actual damages, including Defendants' profits are less than Thirty Thousand Dollars (\$30,000.00) per infringement, that Plaintiffs, in the discretion of the Court be awarded statutory damages in the amount of Thirty Thousand Dollars (\$30,000.00) for each infringement pursuant to the provision of 17 U.S.C. §504(c)(1); and/or

(5) That pursuant to 17 U.S.C. §502, Defendants, their agents and servants be permanently enjoined from infringing said copyrights of Plaintiffs in any manner, including from distributing copies and making Records of the Infringing Composition and/or Infringing Sound Recording and from publishing, selling, marketing or otherwise disposing of any copies of the Records or any other devices upon which the Plaintiffs' unlicensed musical compositions and/or sound recordings, including "Singing In The Morning," are embodied, and from licensing and contributing to or participating in and furthering any infringing acts;

(6) That all amounts received by Defendants from the date of filing of this suit from the exploitation of the Infringing Composition and Infringing Sound Recordings be placed in an escrow account pending the outcome of this litigation, and that such amounts be awarded to Plaintiffs at a conclusion of this case;

(7) That pursuant to 17 U.S.C. §503, and unless otherwise consented to by Plaintiffs, Defendants be required to deliver up on oath, to be impounded and for destruction all infringing Records, copies, recordings and all plates, molds, matrices and other means of any kind for

making infringing copies, recordings and/or Infringing Sound Recordings and other infringing materials in their possession and/or under their control and that the Infringing Composition, Infringing Sound Recording, and Records, in whatever form, be prohibited from being further released, reprinted, performed or sold, without the consent of Plaintiffs;

(8) That pursuant to 17 U.S.C. §505, Defendants pay to Plaintiffs the costs of this action and reasonable attorneys' fees to be allowed to Plaintiffs by this Court;

(9) That the Court enter Declaratory Judgment that Plaintiffs own the copyright in the Infringing Composition "Ready To Die" and the Infringing Sound Recording and the master of the Infringing Sound Recording, and are entitled to royalties, including digital download royalties, based on such percentages or, in the alternative, that the Court declare Plaintiffs' ownership interest in such work and order appropriate payment based on such ownership interest;

(10) That Plaintiff Westbound be awarded all actual, compensatory, incidental and punitive damages for its alternative common law claims arising under Tennessee and Michigan law as pleaded hereinabove;

(11) That Plaintiffs be awarded prejudgment interest, post-judgment interest, attorneys' fees and costs;

(12) That Plaintiffs be granted trial by jury on all issues triable by jury;

(13) That Plaintiffs be awarded all relief to which they are justly entitled.

DATED: July 29, 2005

Respectfully submitted,

KING & BALLOW

/s/ Richard S. Busch

Richard S. Busch, BPR #14594

1100 Union Street Plaza

315 Union Street

Nashville, TN 37201

(615) 259-3456

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was electronically filed and served through the Court's system upon the following:

Counsel

Jay S. Bowen, Esq.
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On behalf of:

Justin Combs Publishing, Bad Boy Entertainment,
Inc., Bad Boy Records, and UMG Recordings, Inc.
(named as Universal Records, doing business as
UMG Recordings, Inc.)

The following will be served via U.S. Mail, postage prepaid:

Counsel

Courtesy Copy to:
Jonathan Davis, Esq.
Jonathan D. Davis, P.C.
99 Park Avenue, Suite 1600
New York, NY 10016-1503
(t): (212) 687-5464

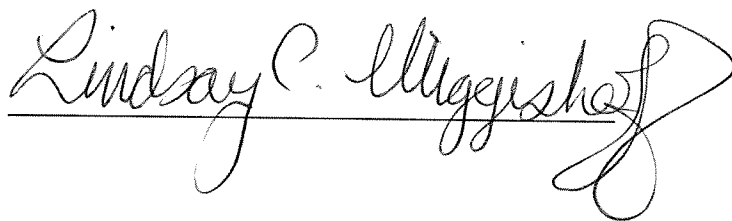
On behalf of:

Justin Combs Publishing, Bad Boy Entertainment,
Inc., Bad Boy Records, and UMG Recordings, Inc.
(named as Universal Records, doing business as
UMG Recordings, Inc.)

No counsel

Estate of Christopher Wallace
a/k/a Notorious B.I.G. on behalf of
Big Poppa Music
c/o Wdolinger, Erk & Chanzis
Attention: Artie Erk
22 West 21st Street, 9th Floor,
New York, New York 10010

this 29th day of July 2005.

A handwritten signature in black ink, reading "Lindsay C. Muggishof". The signature is written in a cursive style and is positioned above a horizontal line.