



Marshall et al v. John Huffman IV, Real Content Media Group et al, Docket No. 3:10-cv-01665 (N.D. Cal. Apr 19, 2010), Court Docket

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Attorney for Plaintiffs
PRESTON D. MARSHALL and DEMARIO D. DRIVER

FILED

APR 29 2010

RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PRESTON D. MARSHALL, an
individual aka TRENT D. FARMER
DEMARIO D. DRIVER, an
individual aka "SYMBA"

Plaintiff

vs.

JOHN HUFFMAN IV, REAL
CONTENT MEDIA GROUP;
MARIAH CAREY, an individual;
ISLAND DEF JAM MUSIC
GROUP, A DIV. OF UMG
RECORDINGS, INC., TERIUS
YOUNGDELL NASH, an individual
aka THE-DREAM; CARLOS
MCKINNEY, an individual; and
Does 1-50.

Defendants.

Case No. C 10-01665 SI

**FIRST AMENDED COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

- (1) COPYRIGHT INFRINGEMENT;**
- (2) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
- (3) NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
- (4) FRAUD;**
- (5) CONVERSION.**

(JURY TRIAL DEMANDED)

1 peaked at number 36. Defendants have with impunity and reckless disregard perpetuated
2
3 the unlawful exchange of protected materials across the vast expanses of the Internet,
4 Radio and Digital Media, and where the hit song is being exchanged include first-run
5 music videos currently playing on *You-tube* and other major public media outlet sources.
6
7 Defendants have vastly broadcasted Plaintiffs' creative works all over the world via well
8 established communication networks and have publically boasted of Plaintiffs' works
9 being their own. Plaintiffs' song has contributed to the rapid advancement of Defendants'
10 popularity with potential fans and music industry leaders. Defendants have nefariously
11 gained credibility from the song and successfully turned their growing fan base into huge
12 profits through advertising and promotions. Plainly stated, Defendants reported business
13 growth has been and remains based on the daily massive infringement that they themselves
14 enable and encourage. Defendants' conduct has caused and continues to cause Plaintiffs
15 grave and irreparable harm.
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19 **JURISDICTION AND VENUE**

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21 3. Plaintiffs first cause of action, Copyright infringement, arises under the
22 Copyright Act, 17 U.S.C. § 101, *et seq.* Accordingly, this Court has subject matter
23 jurisdiction of this action pursuant to 28 U.S.C. § 1338. This Court has personal
24 jurisdiction over Defendants because they reside in and/or are doing business in this State
25 of California. They have intentionally engaged in acts targeted at the Northern District.
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1 Their actions have caused harm in this District as Plaintiffs created the Copyrighted work
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3 and reside in this district. Defendants have purported to enter into agreements with
4 residents of this State and District; and they have purposefully availed themselves of the
5 privilege of conducting activities in this State and District. In addition, many of the
6 wrongful acts complained of herein occurred in this State of California and in the Northern
7 District.

8
9
10 4. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)-(c) and
11 400(a) because a substantial part of the events giving rise to the claims occurred in this
12 district.

13
14 **PARTIES**

15 5. Plaintiff, PRESTON D. MARSHALL is an individual, and a resident of the
16 City of Oakland, Alameda County, State of California.

17
18 6. Plaintiff, DEMARIO D. DRIVER is an individual and a resident of the city
19 of Oakland, Alameda County, State of California.

20 7. Plaintiffs are independent music producers and freelance writer/sound
21 engineers that own the Copyright, or exclusive reproduction, adaptation, and/or
22 distribution rights under United States Copyright Law. Plaintiffs have various Copyrights
23 for their original works. Plaintiffs' Copyrighted song, "Are You the One" also referenced
24 as "Are You The One For Me" is the subject of a valid Certificate of Copyright
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1 Registration # SR0000628547 from the Register of Copyrights. (See Exhibit A).
2

3 8. Plaintiffs are informed and believe, and based thereon allege, Defendant,
4 JOHN HOFFMAN IV, REAL CONTENT MEDIA, hereinafter “HUFFMAN” is a limited
5 liability company with its principal place of business in Los Angeles, California.
6

7 9. Plaintiffs are informed and believe, and based thereon allege, Defendant,
8 MARIAH CAREY, herein after “CAREY” is a resident of New York, New York.
9

10 10. Defendant, THE ISLAND DEF JAM MUSIC GROUP, herein after, “DEF
11 JAM” A Division of UMG Recordings, Inc., is a corporation organized and existing under
12 the laws of the State of California with a place of business in Los Angeles, California.
13 (Defendants The-Dream and UMG Recordings, Inc. are collectively referred to herein as
14 “DEF JAM MUSIC GROUP”)
15

16 11. Each of the Defendants is, and at all times herein was, a party to the
17 unlawful activities complained of herein, and has conspired with and/or acted in concert or
18 combination with each of the other Defendants and/or has aided and abetted such other
19 Defendants and/or has acted as an agent for each of the other Defendants with respect to
20 the actions and matters described in this Complaint.
21

22 12. The true names and capacities, whether individual, corporate, associate or
23 otherwise, of Defendants sued herein as Does 1-50, are unknown to Plaintiff, which sues
24 said Defendants by such fictitious names (the Doe Defendants including Doe 1). If
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1 necessary, Plaintiffs will seek leave of court to amend this complaint to state their true
2 names and capacities when ascertained. Plaintiffs are informed and believed and based
3 thereon alleges that the Doe Defendants should also be subjected to the relief requested.
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5
6 **STATEMENT OF FACTS**

7 13. Defendant HUFFMAN and Plaintiff FARMER, were introduced to one
8 another in May of 2008. Defendant HUFFMAN heard Plaintiffs' music.
9

10 14. Defendant HUFFMAN, contacted Plaintiff FARMER on the premise that
11 he had an opportunity for Plaintiff FARMER and his recording artist Lady Nicole.
12 Defendant HUFFMAN was specifically interested in a record the Plaintiffs' had produced
13 entitled, "Are You the One."
14

15 15. Defendant HUFFMAN, boasted about his marketing capabilities with
16 mobile and internet networks and his management with producer, Defendant LOS Da
17 Maestro. Defendant HUFFMAN thus subsequently asked to hear some of Plaintiffs'
18 originally produced and published music tracks.
19

20 16. In mid-May 2008, Plaintiff MARSHALL electronically mailed Defendant
21 HUFFMAN, Plaintiffs' original music musical composition, "Are You the One."
22

23 17. Defendant HUFFMAN received "Are You the One" and stated that he
24 thought this was a great song. Defendant HUFFMAN further stated that the chorus on the
25 song could be stronger and suggested that he get Tayma Loren, an artist signed to his
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1 media group to sing the chorus. In order to determine if that's what the song needed he
2 requested that he hear the song without the chorus. Plaintiff FARMER sent the song
3 without the chorus to Defendant HUFFMAN via email.
4

5 18. Defendant HUFFMAN told Plaintiff FARMER that Tayma Loren would
6 sound great on the chorus and Defendant HUFFMAN would have his producer Defendant
7 L.O.S. mix and master the record. He boasted about how much Defendant L.O.S. liked the
8 track and how it would be a great opportunity to have platinum producer co-produce the
9 track with Plaintiffs.
10
11

12 19. Plaintiff TRENT FARMER and Defendant HUFFMAN continued working
13 together and in September Defendant HUFFMAN purported to Plaintiff FARMER that he
14 was in fact finalizing an agreement with Plaintiff FARMER to have Plaintiff FARMER
15 and LOS work together on the song.
16
17

18 20. Almost immediately after Plaintiff FARMER initiated conversation about the
19 contract, Defendant HUFFMAN cut off all communication with Plaintiffs and Plaintiff
20 FARMER alleges upon belief that Defendant HUFFMAN circulated the song recording to
21 other named defendants, and changed the original title of the song from "Are You The
22 One" to "My Love." The songs contain identical melodic coding and the same harmonic
23 protocols that are readily discernible to the human ear. Regardless of which version is
24 heard, the extrinsic evidence shows verifiable communications between the parties that
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1 inescapably connects Defendants to that specific musical single and the conditional
2 disclosure of his works.
3

4 21. Plaintiff FARMER's continued attempts to contact the Defendant
5 HUFFMAN failed.
6

7 22. Plaintiff FARMER became aware of the infringement when Defendant
8 THE DREAM'S Sophomore debut, "Love vs. Money" album came out which included his
9 second single, "My Love" which is identical to "Are You the One" produced by Plaintiffs.
10

11 23. Plaintiff FARMER, contacted Defendant HUFFMAN and asked him "Why
12 did you steal my song?" Defendant HUFFMAN stated "We can work this out." Around
13 July of 2009, Defendant HUFFMAN asked Plaintiff FARMER to meet him in LA.
14 Plaintiff FARMER and Defendant HUFFMAN met and discussed the obvious
15 infringement. Defendant HUFFMAN briefly inquired about settlement prospects, but
16 subsequently refused to finalize any further discussions that would obviate the necessity of
17 legal action. Defendant HUFFMAN reached out to Plaintiff FARMER again in September
18 of 2009. Nothing was resolved and Defendant HUFFMAN subsequently cut off all
19 communication to Plaintiff FARMER.
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23 24. Defendants have encouraged and enabled infringement of the creative works
24 of Plaintiff, including directing the activities of an organized network to promote and sell
25 for profit the digital downloads of his song files therewith a related music video and
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1 effectively distributed Plaintiffs' works to millions wherein copies were unlawfully
2 reproduced. Defendants furthered their success utilizing technological means, within a
3 well-established network of music industry support services to accomplish these
4 infringements. Defendants further enabled this process in a way that assisted and
5 facilitated their cohorts' numerous infringements.
6
7

8 25. Defendants' show business network (hereinafter "network") is throughout
9 the United States and the world for which an enormous number of infringed copies of his
10 song recordings are available. At any given time, they are available for downloading or
11 directly through the Defendants' other network sources where his works are presently
12 being distributed and reproduced in violation of the Copyright law. The infringed song
13 includes not just illegal copies of the hit sound recordings but, a more recently released
14 music video that is still playing over the internet on U-tube and other web-based Internet
15 locations worldwide.
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19 26. Defendants and each of them are fully cognizant of their infringing acts
20 through their network and at all times were able to control them. Defendants are also
21 aware of the illegal nature of their acts, activities, participation in, facilitation of, material
22 contribution to, and encouragement of those activities for profit from those activities by,
23 *inter alia* attracting advertising revenues and otherwise adding value to Defendants'
24 respective businesses.
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FIRST CAUSE OF ACTION:
COPYRIGHT INFRINGEMENT
(By All Plaintiffs against All Defendants)
Pursuant to 17 U.S.C. § 501, et seq.

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4 27. Plaintiffs incorporates by reference the allegations of paragraphs 1
5 Through 26 of this Complaint as though fully set forth here.
6

7 28. Plaintiffs owns a valid and enforceable Copyright which are creative works
8 of original authorship by Plaintiffs. (See exhibit A)
9

10 29. Plaintiffs have complied in all respects with the Copyright Laws and are the
11 exclusive owner of the Copyrights to its Software and Support Materials, including the
12 rights infringed by Defendants. Plaintiffs have obtained from the Register of Copyright
13 Certificates of Registration that cover the song, "Are you the One," taken by Defendants.
14

15 30. This registration generally covers, but is not limited to, numerous versions of
16 Plaintiffs' song including any updates to the songs relevant versions, fixes and any
17 exemplars without a license.
18

19 31. Through the acts alleged above Defendants have violated Plaintiff's right to
20 reproduce and distribute the song.
21

22 32. Defendants have also violated Plaintiffs' right to control the distribution,
23 creation or derivate works and public display of their Copyrights works by downloading,
24 copying, creating derivative works to Defendant's customers, via posting to its website,
25 playing it on the radio or over other medias or otherwise in violation of 17 U.S.C. § 106.
26

27 33. Defendants were not authorized to copy, download, reproduce, create
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1 derivative works from, distribute, or publically display Plaintiffs' song as authorized by
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3 and in support of a specific licensed customer, using only that licensed customer's log and
4 credentials.

5 34. Without authorization or permission, Defendants reproduced and distributed
6
7 the following Copyrighted work of Plaintiffs, "Are You the One." Copyright Registration
8 Number # SR0000628547.

9
10 35. In addition to directly infringing Plaintiffs' Copyright, Defendants have
11 contributory and/or vicariously infringed Plaintiffs' Copyright by controlling, directing,
12 inducing or materially contributing to the copying, distribution, publicity, display or
13 creation of derivative works from Plaintiffs' Copyrighted song. Defendants also obtained
14 a direct financial benefit from the above alleged actions.
15

16 36. Defendants knew or should have known that copying, distributing, public
17 display and/or creating derivative works from Plaintiffs' song which Defendants copied
18 and had no license to copy, distribute, publically display or create derivative works from
19 those materials infringed would harm Plaintiff.
20
21

22 37. A tremendous amount of Copyright infringement takes place on and through
23 Defendants' network every day. These infringements occur, *inter alia*, whenever one of
24 their users, without authorization of the Copyright owner, uses downloads and/or
25 purchases the song. Such acts constitute unauthorized reproduction and distribution and
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1 result in pirated copies. Defendants participate in, facilitate, materially contribute to, and
2 encourage these infringements.
3

4 38. At all relevant times, Defendants have engaged and continue to engage in the
5 business of knowingly and systematically participating in, facilitating, materially
6 contributing to, and encouraging the above-described unauthorized reproductions and/or
7 distributions of the Copyrighted Sound Recordings and thus the infringement of Plaintiffs'
8 exclusive rights under Copyright law. Defendants have actual and constructive knowledge
9 of the infringements committed on and through their network.
10
11

12 39. At all relevant times, Defendants have derived substantial financial benefit
13 from the infringement of Plaintiffs' Copyrights. Defendants charge fees for downloading
14 Plaintiffs' Copyrights. A substantial amount of those fees is directly published on the
15 Internet *Worldwide Web*. Defendants' acts further damage Plaintiffs because their works
16 are also subject to denial of royalties associated with pirated versions of their sound
17 recordings, and other ill-works undertaken by Defendants to augment sales of the sound
18 recording with a mass produced video production.
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22 40. Defendants have also successfully expanded their respective businesses by
23 attracting more major music industry powers as potential investors and advertisers by their
24 unauthorized exploitation of Plaintiffs' Copyrighted sound recordings. Plaintiffs
25 unwittingly made them available to the Defendants, while being fully unaware that their
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1 creative works would be used for unlawful reproduction and distribution.
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3 41. At all relevant times, all Defendants have had the right and
4 ability to supervise and/or control their infringing conduct. As a proximate cause of this
5 infringing conduct, Plaintiffs have been effectively denied the recognition, respect, and
6 financial success Defendants presently enjoy at Plaintiffs' expense and from their artistic
7 works. No monetary value can be placed on such intangibles as the recognition and
8 appreciation by peers within the music industry, its leadership, and the public for impactful
9 creativity. Such ordinary benefits have all but been denied Plaintiffs and their expected
10 reward in effect callously stolen by Defendants.
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13 42. Defendants, through (a) their active participation in the unauthorized
14 reproduction and/or electronic distribution of unauthorized copies of Plaintiffs'
15 Copyrighted works, (b) their provision of the means and facilities for unauthorized
16 reproduction and distribution, (c) their encouragement of these unauthorized acts and their
17 material contribution to such acts, (d) their control over the means and facilities by which
18 such unauthorized reproductions and distributions are effected, and (e) the substantial,
19 direct financial benefits that Defendants derived from all of the aforesaid acts, all with full
20 knowledge of their illegal consequences, are committing, and/or are contributory and
21 vicariously liable for, a vast number of Copyright infringements, including infringements
22 of the Copyrighted Sound Recordings, related video recordings, and all other forms of
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1 revenue generated thereof.

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3 43. The foregoing acts of infringement by Defendants have been willful,
4 intentional and purposeful, in disregard of and with indifference to Plaintiffs' rights.

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6 44. As a direct and proximate result of Defendants' infringement of Plaintiffs'
7 Copyrights and exclusive rights under Copyright, Plaintiffs are entitled to damages as well
8 as Defendants' profits pursuant to 17 U.S.C. § 504(b) for each infringement.

9
10 45. Alternatively, Plaintiffs are entitled to the maximum statutory damages,
11 pursuant to 17 U.S.C. § 504(c), in an amount in excess of \$450,000 for all individual
12 infringements involved in the action with respect to any one work for which any one
13 infringer is liable individually, or for which any two or more infringers are liable jointly
14 and severally, or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

15
16 46. Plaintiffs are further entitled to their attorneys' fees and full costs pursuant to
17 17 U.S.C. § 505.

18
19 47. Defendants' conduct threatens to cause, and is causing, and unless enjoined
20 and restrained by this Court will continue to cause, Plaintiffs great and irreparable injury
21 that cannot fully be compensated for or measured in money. Plaintiffs have no adequate
22 remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to preliminary and
23 permanent injunctions prohibiting further infringements of their Copyrights and exclusive
24 rights under Copyright.
25
26

1 been actually disrupted, causing certain current and prospective clients, producers and
2 artists to contract with Defendants instead of Plaintiffs for their songs and production.
3

4 54. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered
5 economic harm, including, but not limited to, loss of profits from sales or licenses to
6 current and potential artists and producers of Plaintiffs' songs and ability to make music
7 and record and produce tracks. Defendants' wrongful conduct was a substantial factor in
8 causing this harm.
9

10
11 55. Unless Defendants are restrained by appropriate injunctive relief, their
12 actions are likely to recur and will cause Plaintiffs' irreparable injury for which there is no
13 adequate remedy at law.
14

15 56. Defendants' interference with Plaintiffs' prospective economic advantage with
16 its current and future customers, as described above, was willful, malicious, oppressive,
17 and in conscious disregard of Plaintiffs' rights, and Oracle is therefore entitled to an award
18 of punitive damages to punish their wrongful conduct and deter future wrongful conduct.
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23 **THIRD CAUSE OF ACTION**
24 **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC**
25 **ADVANTAGE**
26 **(By Plaintiffs against All Defendants)**

27 57. Plaintiffs incorporates by reference the allegations of paragraphs 1 through
28 56 of this Complaint as though fully set forth here.

1 58. Plaintiffs have and had an expectancy in continuing and advantageous
2 economic relationships with current and prospective producers as well as artists who could
3 have purchased and co-produced the song.
4

5 59. These relationships contained the probability of future economic benefit
6 in the form of profitable songs, music contracts, music video producing. Had Defendants
7 refrained from engaging in the unlawful and wrongful conduct described in this complaint,
8 there is a substantial probability that Plaintiffs would have sold the song, co-produced,
9 attracted artists, or expanded, rather than with Defendants.
10

11 60. Defendants knew or should have known about the economic relationship,
12 described above, and knew or should have known that these relationships would be
13 interfered with and disrupted if Defendants failed to act with reasonable care in their access
14 to the song "My Love" also entitled "Are you the One." Defendants failed to act with
15 reasonable care.
16
17

18 61. As a result of Defendants' acts, the above-described relationships have
19 been actually disrupted, causing certain current and prospective clients, producers and
20 artists to contract with Defendants instead of Plaintiffs for their songs and production.
21

22 62. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered
23 economic harm, including, but not limited to, loss of profits from sales or licenses to
24 current and potential artists and producers of Plaintiffs' songs and ability to make music
25 and record and produce tracks. Defendants' wrongful conduct was a substantial factor in
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1 causing this harm.

2
3 63. Unless Defendants are restrained by appropriate injunctive relief, their
4 actions are likely to recur and will cause Plaintiffs' irreparable injury for which there is no
5 adequate remedy at law.

6
7 64. Defendants' interference with Plaintiffs' prospective economic advantage with
8 its current and future customers, as described above, was willful, malicious, oppressive,
9 and in conscious disregard of Plaintiffs' rights, and Oracle is therefore entitled to an award
10 of punitive damages to punish their wrongful conduct and deter future wrongful conduct.
11

12 **FOURTH CAUSE OF ACTION**
13 **UNFAIR COMPETITION - CAL. BUS. & PROF. CODE § 17200**
14 **(By All Plaintiffs against All Defendants)**

15 65. Plaintiff incorporates by reference the allegations of paragraphs 1 through
16 64 of this Complaint as though fully set forth here.

17
18 66. Defendants have engaged in unlawful business acts or practices by committing
19 acts including fraud, interference with business relationships, and other illegal acts and
20 practices as alleged above, all in an effort to gain unfair competitive advantage over
21 Plaintiffs.

22
23 67. These unlawful business acts or practices were committed pursuant to
24 business activity related to providing music to artists and other producers to co-produce
25 songs.

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27 68. The acts and conduct of Defendants constitute fraudulent, unlawful, and unfair
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competition as defined by California Bus. & Prof. Code §§ 17200, *et seq.*

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69. Defendants' conduct constitutes violations of numerous state and federal statutes and codes, including, but not limited to, violation of the receipt of stolen property, fraud and related activity. Defendants' conduct also constitutes trespass to chattels, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, and unjust enrichment.

70. Defendants have improperly and unlawfully taken commercial advantage of Plaintiffs' investment in its confidential, proprietary, and copyrighted music. In light of Defendants' conduct, it would be inequitable to allow Defendants to retain the benefit of the funds obtained through the unauthorized and unlawful use of Plaintiffs' property.

71. Defendants' unfair business practices have unjustly minimized Plaintiffs' competitive advantage and have caused and are causing Plaintiffs to suffer damages.

72. As a result of such unfair competition, Plaintiffs have also suffered irreparable injury and, unless Defendants are enjoined from such unfair competition, will continue to suffer irreparable injury, whereby Plaintiffs have no adequate remedy at law.

73. Defendants should be compelled to disgorge and/or restore any and all revenues, earnings, profits, compensation, and benefits they may have obtained in violation of California Business & Professions Code § 17200 *et seq.*, including, but not limited to, returning any revenue earned from the unlawful and unfair use of Plaintiffs' stolen song, and should be enjoined from further unlawful, unfair, and deceptive business practices.

1 other producers and that he wanted to produce Plaintiff Farmer's artist.
2

3 81. The representations made by defendant were in fact false.

4 82. When the Defendant, Hoffman made these representations which knew them to
5 be false, and these representations were made by Defendant Hoffman with the intent to
6 defraud and deceive Plaintiff Farmer and with the intent to induce Plaintiff Farmer to act in
7 the manner herein alleged. At the time defendant made the promises to Plaintiff Farmer,
8 Defendant Hoffman had no intention of performing them.
9
10

11 83. Plaintiff Farmer, at the time these representations were made by Defendant
12 Hoffman and at the time Plaintiff took the actions herein alleged, was ignorant of the
13 falsity of Defendant's representations and believed them to be true. In reliance on these
14 representations, Plaintiff was induced to and waited to hear about the possible
15 opportunities Mr. Hoffman posed. Had Plaintiff Farmer known the actual facts, Plaintiff
16 Farmer would not have taken such action. Plaintiff's reliance on Defendant's
17 representations was justified because Defendant Hoffman purported to draft paper work
18 and created a contract that was never carried out.
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21

22 84. As a proximate result of Defendant's fraud and deceit and the facts herein
23 alleged, Plaintiff was by reason of which Plaintiff has been damaged in the sum which can
24 be proven.
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26 85. In doing the acts herein alleged, Defendant Hoffman acted with oppression,
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1 fraud, and malice, and Plaintiff is entitled to punitive damages to be proven at trial.
2

3 **FIFTH CAUSE OF ACTION**
4 **CONVERSION**
5 **(By Plaintiffs against All Defendants)**

6 86. Plaintiffs incorporates by reference the allegations in paragraphs 1 through 85
7 of this complaint as though fully set forth herein.

8 87. At all times herein mentioned, Plaintiffs' was and still is entitled to possession
9 of the song "Are You the One."
10

11 88. On or about May 2008 Defendants took the above-mentioned property
12 from plaintiff's possession and converted the same to "My Love" by taking it, passing it on
13 and changing the title for their own use.
14

15 89. As a proximate result of Defendants' conversion, Plaintiff suffered the
16 following damages which are the natural, reasonable, and proximate results of the
17 conversion to be proven at trial.
18

19 **PRAAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:
21

22 1. That Defendants willfully infringed Plaintiffs' rights in federally registered
23 Copyrights under 17 U.S.C. § 501.

24 2. That Defendants otherwise damaged the business reputation of Plaintiffs and
25 business of Plaintiffs by Defendants acts and conduct set forth in this complaint.
26

27 3. For the court to order that Defendants' pay plaintiffs' general, special, actual and
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statutory damages:

1 A. Profits and for damages in such amount as may be found, or
2 alternatively, for maximum statutory damages of not less than
3 \$450,000 for all individual Copyright infringements involved in the
4 action with respect to any one work for which any one infringer is
5 liable individually, or for which any two or more infringers are liable
6 jointly and severally, or for such other amount as may be proper
7 pursuant to 17 U.S.C. § 504(c).
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11 4. For a preliminary and a permanent injunction enjoining Defendants and Defendants'
12 agents, servants, employees, officers, attorneys, successors, licensees, partners, and assigns,
13 and all persons acting in concert or participation with each or any of them, from: (a) directly or
14 indirectly infringing in any manner any of Plaintiffs respective Copyrights or other exclusive
15 rights (whether now in existence or hereafter created), including without limitation,
16 Copyrights or exclusive rights under Copyright in the Copyrighted Sound Recording listed on
17 Exhibit A and (b) causing, contributing to, enabling, facilitating, or participating in the
18 infringement of any of Plaintiffs respective Copyrights or other exclusive rights (whether now
19 in existence or hereafter created), including without limitation, Copyrights or exclusive rights
20 under Copyright in the Copyrighted Sound Recording listed on Exhibit A.
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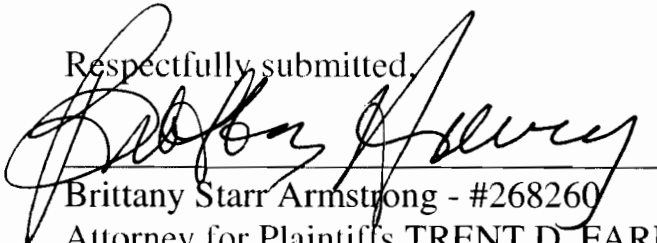
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- 3. For prejudgment interest according to law.
- 4. For Plaintiff's attorneys' fees, costs, and disbursements in this action.
- 5. For such other and further relief as the Court may deem just and proper.

DATED: April 28, 2010

Respectfully submitted,

Brittany Starr Armstrong - #268260
Attorney for Plaintiffs TRENT D. FARMER
and DEMARIO D. DRIVER.

Type of Work: Sound Recording
Registration Number / Date:
SR0000628547 / 2009-05-15
Application Title: Are You The One.
Title: Are You The One.
Description: Electronic file (eService)
Copyright Claimant:
Preston D Marshall.

Date of Creation: 2008
Date of Publication:
2008-11-03

Nation of First Publication:
United States

Authorship on Application:
Preston D Marshall, 1982- Domicile: United States;
Citizenship: United States. Authorship: sound recording,
production; song.
Demario Raynell Driver, 1990- Domicile: United States;
Citizenship: United States. Authorship: Lyrics;
performance.

Copyright Note: C.O. correspondence.

Names: Marshall, Preston D, 1982-
Driver, Demario Raynell, 1990-
Symba
Marshall, Preston D
Exclusive, 1982-

=====

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The Library of Congress
United States Copyright Office
101 Independence Ave., S.E.
Washington, D.C. 20559-6000
202-707-3000