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7 Attorneys for Plaintiff,
8 JOHN PAUL MORONTA

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 JOHN PAUL MORONTA) Case No.
12)
13 Plaintiffs,)
14)
15 v.) **COMPLAINT FOR COPYRIGHT**
16) **INFRINGEMENT**
17) **DEMAND FOR JURY TRIAL**
18 UNIVERSAL MUSIC GROUP, INC.)
19 KARIM KHARBOUCH a/k/a)
20 "FRENCH MONTANA"; and DOES)
21 1 though 10, inclusive,)
22)
23 Defendants.)
24)
25)
26)
27)
28)

29 COMES NOW, Plaintiff JOHN PAUL MORONTA ("Plaintiff" or "Moronta") and
30 complains of and alleges the following:

31 **INTRODUCTION AND OVERVIEW**

32 1. This is a clear liability copyright infringement case, wherein Defendants,
33 engaged in advertising activity, including but not limiting to, making sound recordings

1 containing a musical composition that is a nearly identical copy of Plaintiff's copyright
2 protected sound recording and selling it as their own, causing significant advertising
3 injury to Plaintiff. If successful, Plaintiff seeks recovery of all remedies available under
4 law including but not limited to its damages, all of Defendants profits, and payment of
5 Plaintiff's attorneys fees and costs.
6

7 **JURISDICTION AND VENUE**

8 2. This Court has federal question jurisdiction under 28 U.S.C. §§ 1331,
9 1338(a).

10 3. The claims asserted herein arose in this judicial district and all Defendants
11 do business in this judicial district.

12 4. Venue in this judicial district is proper under 28 U.S.C. § 1391(b) and (c)
13 and 1400(a) in that this is the judicial district in which a substantial part of the acts and
14 omissions giving rise to the claims occurred.

15 5. This is an action for copyright infringement under the Copyright Act of
16 1976, Title 17 U.S.C. § 101 et seq., seeking damages, attorneys' fees, preliminary and
17 permanent injunctive relief and an accounting, as well as damages and other relief
18 based upon other claims related to the misappropriation of Plaintiff's intellectual
19 property.
20

21 **PARTIES**

22 **The Plaintiff**

23 6. Plaintiff, JOHN PAUL MORONTA, is a music producer and a citizen of
24 the State of California.

25 **The Defendants**

26 7. Plaintiff is informed and believes and thereon alleges that Defendant
27 UNIVERSAL MUSIC GROUP, INC. is a corporation organized and existing under the
28 laws of the State of Delaware with its principal place of business in California at 2220

1 Colorado Avenue, Santa Monica, CA 90404. Plaintiff is informed and believes and
2 thereon alleges that Defendant UNIVERSAL MUSIC GROUP, INC. is in the business
3 of discovering and developing musicians and recording artists, and marketing and
4 promoting them through various avenues all over the world.

5 8. Plaintiff is informed and believes and thereon alleges that KARIM
6 KHARBOUCH is a rapper, and recording artist who goes by the stage name "French
7 Montana". Plaintiff is informed and believes and thereon alleges that KARIM
8 KHARBOUCH is a resident of the state of California.

9 9. Plaintiff is informed and believes and thereon alleges that Defendants
10 DOES 1 through 10, inclusive, created, assembled, distributed, manufactured and/or
11 sold musical arrangements with Plaintiff's copyrighted Sound Recording (as hereinafter
12 defined) or that have otherwise contributed to the infringement of Plaintiff's
13 copyrighted Sound Recording. The true names and capacities, whether corporate,
14 individual or otherwise, of the Defendant DOES 1 through 10, inclusive, are unknown
15 to Plaintiff who therefore sues said Defendants by such fictitious names, and will ask
16 leave to amend this Complaint to show their true names and capacities when the same
17 have been ascertained.

18 10. Plaintiff is informed and believes and thereon alleges that at all times
19 relevant hereto, each of the Defendants, including without limitation the DOE
20 Defendants, was the agent, affiliate, officer, director, manager, principal, partner, joint
21 venturer, alter-ego and/or employee of the remaining Defendants and was at all times
22 acting within the scope of such agency, affiliate, officer, director, manager, principal,
23 partner, joint venturer, alter-ego and/or employment relationship and actively
24 participated in, or subsequently ratified and adopted, or both, each and all of the acts or
25 conduct alleged herein, with full knowledge of all the facts and circumstances,
26 including, but not limited to, full knowledge of each and all of the violations of
27 Plaintiff's rights and the damages to Plaintiff proximately caused thereby.
28

CLAIM FOR RELIEF

COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 101 ET SEQ.

(Against All Defendants and Each of Them)

11. Plaintiff repeats, realleges and incorporates by reference in this paragraph the allegations contained in this Complaint as if fully set forth herein.

12. This is a clear-cut case supported by irrefutable evidence of copyright infringement.

13. Plaintiff is a music producer who develops sound recordings, including songs and background tracks.

14. Plaintiff developed the sound recording entitled "Once In A While" which consisted of a background track over which lyrics would later be added. Plaintiff applied for and received a copyright registration for the Sound Recording. The Sound Recording contains materials wholly original with Plaintiff and is copyrightable subject matter under the laws of the United States. A true and correct copy of Plaintiff's copyright registration certificate is attached hereto as Exhibit 1.

15. Plaintiff gave Defendants access to the Sound Recording of "Once In A While."

16. Defendants liked the Sound Recording of "Once In A While" and desired to make use of the Sound Recording that Plaintiff developed and owned.

17. Defendants wrongfully created copies of the Sound Recording without Plaintiff's consent, added a vocal track to it, and engaged in acts of affirmative and widespread self-promotion of the copies directed to the public at large by distributing said copies with a false and misleading designation of creation, ownership and origin, and falsely representing that the Sound Recording was their own, in many places including in the album entitled *Excuse My French*.

18. Plaintiff is informed and believes that Defendants, and each of them, directly copied the Sound Recording, and adapted it without Plaintiff's permission.

1 19. Plaintiff is informed and believes and thereon alleges that Defendants, and
2 each of them, further infringed Plaintiff's copyright by making derivative works from
3 Plaintiff's copyrighted Sound Recording, and/or by producing and distributing
4 recordings incorporating those derivative works without Plaintiff's permission.
5 Defendants then engaged in acts of affirmative and widespread self-promotion of the
6 copies directed to the public at large by publicly claiming ownership rights in and to the
7 derivative works based on the Sound Recording that belong solely to Plaintiff.

8 20. KARIM KHARBOUCH offered for sale, and in fact sold the song "Once
9 In A While" as his own, including on the album entitled *Excuse My French*.

10 21. UNIVERSAL MUSIC GROUP, INC., offered for sale, and in fact sold the
11 song "Once In A While", including on the album entitled *Excuse My French*.

12 22. Defendant's "Once In A While" sound recording is nearly identical to
13 Plaintiff's copyrighted "Once In A While".

14 23. Defendant's "Once In A While" sound recording is strikingly similar to
15 Plaintiff's copyrighted "Once In A While".

16 24. Defendant's "Once In A While" sound recording is substantially similar to
17 Plaintiff's copyrighted "Once In A While".

18 25. Plaintiff is informed and believes and thereon alleges that Defendants, and
19 each of them, if not directly liable for infringement of Plaintiff's copyright, are also
20 liable for contributory copyright infringement because each Defendant knew or should
21 have known of the direct infringement, had the right and ability to supervise the
22 infringing conduct, and had an obvious and direct financial interest in the infringing
23 conduct.

24 26. Plaintiff is informed and believes and thereon alleges that Defendants, and
25 each of them, if not directly liable for infringement of Plaintiff's copyright, are also
26 vicariously liable for the subject infringements because each Defendant enjoys a direct
27
28

1 financial benefit from another's infringing activity and has the right and ability to
2 supervise the infringing activity.

3 27. As a result of Defendant's conduct in appropriating Plaintiff's copyrighted
4 Sound Recording of "Once In A While", has diminished and/or destroyed the market
5 for Plaintiff to sell or license his copyrighted Sound Recording of "Once In A While" to
6 other artists or make use of it on his own.

7 28. Defendants' acts of copyright infringement and acts of affirmative and
8 widespread self-promotion of the copies directed to the public at large, as alleged
9 above, have caused Plaintiff to suffer, and to continue to suffer, substantial damage to
10 its business in the form of diversion of trade, loss of income and profits, and a dilution
11 of the value of its rights.

12 29. Further, as a direct result of the acts of copyright infringement and acts of
13 affirmative and widespread self-promotion of the copies directed to the public at large
14 alleged above, Defendants, and each of them, have obtained direct and indirect profits
15 they would not otherwise have realized but for their infringement of Plaintiff's
16 copyrighted Sound Recording. Plaintiff is entitled to disgorgement of each Defendant's
17 profits directly and indirectly attributable to said Defendant's infringement of the Sound
18 Recording.
19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment as follows:
22

23 1. That Defendants, and each of them, and their respective agents and servants
24 be enjoined from infringing Plaintiff's copyright in any manner;

25 2. That Plaintiff be awarded all profits of Defendants, and each of them, plus all
26 losses of Plaintiff, the exact sum to be proven at the time of trial;

27 3. That Defendants, and each of them, account to Plaintiff for their profits and
28 any damages sustained by Plaintiff arising from the foregoing acts of infringement;

- THE LINDE LAW FIRM

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Attorneys for Plaintiff
JOHN PAUL MORONTA