

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

EMMI KOZULIN

Plaintiff,

vs.

ANGELA HUNTE, and
TAMAR BRAXTON,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, EMMI KOZULIN ("Plaintiff"), by and through her undersigned counsel hereby
sues Defendants, ANGELA HUNTE ("Hunte"), and TAMAR BRAXTON ("Braxton")
(collectively referred to hereinafter as "Defendants"), and in support thereof states as follows:

NATURE OF ACTION

1. This is a civil action seeking damages for copyright infringement, unjust enrichment, declaratory relief and breach of fiduciary duty.
2. These claims arise under the Copyright Laws of the United States, 17 U.S.C. § 101, et seq., U.S.C. § 1338 as hereinafter more fully asserted, and under Florida common law.

PARTIES

3. Plaintiff is a singer/songwriter domiciled in Miami, Florida and over the age of majority.
4. Angela Hunte is a singer/songwriter believed to be a citizen of New York, New York who regularly conducts business in Miami-Dade County.
5. Tamar Braxton is a recording artist signed to the Sony Music Entertainment record company. She is believed to be a resident of either Atlanta, Georgia or Los Angeles, California.

6. This is an action for damages and injunctive relief for a value greater than \$75,000.00.

JURISDICTION

7. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a) as an action under 17 U.S.C. § 101, et. seq. This Court also has jurisdiction under 28 U.S.C. § 1332 as an action between citizens of different states with an amount in dispute exceeding \$75,000.00.

8. Each of the Defendants is within jurisdiction of this Court under Florida State Chapter 48.193, in that each Defendant has engaged in or carried on business in this state, has committed tortuous acts within this state, and has caused injury to Plaintiff within the state arising out of the acts of each Defendant outside of the state at a time when each of the Defendants' products were used and consumed within this state in the ordinary course of commerce and use. Furthermore, this Court has jurisdiction over each Defendant in that each has engaged in substantial and not so isolated activity within the state.

9. Venue is proper in this state pursuant to 28 U.S.C. § 1391(b) and (c), because Defendants are doing business in this district, the injury therefrom is the result of Defendants' business in this district, and a substantial part of the events giving rise to the alleged claims occurred in this district.

GENERAL ALLEGATIONS

10. Plaintiff is an independent songwriter located in Miami, Florida.

11. Plaintiff worked with Defendant, Angela Hunte to compose a song by the title of "One on One Fun." (hereinafter called the "Song").

12. This work composed by the Plaintiff and Hunte was meant and intended to be a work of joint authorship as that term is understood in the U.S. Copyright Act.

13. Although Plaintiff and Hunte worked together to write the Song, Plaintiff recorded the Song on her own accord, and no agreement was mentioned, noted, or signed between the two parties regarding ownership of the sound recording of the Song (hereinafter called "Plaintiff's Song Recording"). As a result, Plaintiff possesses sole ownership of the sound recording.

14. Hunte is a more established songwriter within the music business industry. Through her connections, she is believed to have either assigned her right, title and interest to and/or licensed use of the Song to the following recording music labels: (1) Epic Records and (2) Sony Music Entertainment, so that Defendant Braxton could record the Song.

15. Specifically, Hunte was able to deliver the Song to Defendant, Tamar Braxton, a recording artist signed to Sony Music Entertainment.

16. Consequently, Braxton produced and/or recorded a new sound recording, but featuring the vocals of the Plaintiff and specifically copying Plaintiff's Sound Recording. Braxton then distributed or authorized others to distribute copies or albums of the copyrighted works of that recording by sale or other transfer of ownership. (hereinafter called "Braxton's Recording").

17. Furthermore, Braxton placed Braxton's Recording on her album entitled "Love and War." Braxton did so without contacting Plaintiff, or giving her credit and recognition, despite the fact Braxton illegally copied and used Plaintiff's Sound Recording without her express or implied permission.

18. Although an owner of a joint work of authorship has the right to use or license the work for non-exclusive use without requiring permission from the other author, the owner of a joint work of authorship also has an obligation to share in profits made from the licensing of such works.

19. Sony Music Entertainment is the registered owner of Braxton's Recording under the United States Copyright Office, Copyright SR0000732348 issued October 1, 2013.

20. Defendants, Hunte and Braxton, jointly and severally, participated in the production of Braxton's Recording, written (in part) by the Plaintiff, and copying the Plaintiff's Sound Recording, and they both distributed or authorized others to distribute copies or albums of Plaintiff's Sound Recording without Plaintiff's permission, without affording Plaintiff credit and/or paying Plaintiff any royalties.

COUNT I - DAMAGES FOR COPYRIGHT INFRINGEMENT, 17 U.S.C. § 101, et. seq.
REGARDING COPYRIGHT SR0000732348
BY "LOVE AND WAR" (vs all Defendants)

21. Plaintiff re-alleges paragraphs 1 through 20 as though fully set forth herein.

22. Commencing in 2013, each Defendant, jointly and severally, participated in and continues to participate in the preparation of Braxton's Recording and distribution of an album containing the Plaintiff's Sound Recording (in the form of a compact disc "CD" and other versions of same, including digital versions) which was subsequently entitled "Love and War".

23. The CD "Love and War" contains the Plaintiff's Sound Recording, which was written by the Plaintiff, along with Defendant, Angela Hunte.

24. Braxton and/or Hunte copied Plaintiff's Sound Recording without seeking and obtaining permission from the Plaintiff to do so.

25. The Defendants' actions each constitute the distribution of copies of albums of the Plaintiff's copyrighted work by sale or other transfer of ownership in contravention of 17 U.S.C. §106(3), and are hereinafter called "Defendant's Acts of Copyright Infringement".

26. By their actions, each of the Defendants have infringed or have contributed to the infringement upon Plaintiff's copyrighted work in the Plaintiff's Sound Recording by recording, producing, distributing, and placing in the market albums throughout the United States.

27. As a result of Defendants' actions, Plaintiff is entitled to recover from each Defendant the damages that Plaintiff has sustained or will sustain as a result of each Defendant's conduct, and any gains, profits, and advantages obtained by the Defendants as a result of Defendants' acts of infringement, or alternatively, statutory damages as provided for in 17 U.S.C. § 504, et. seq.

28. Furthermore, the actions of Defendants were willful and Plaintiff is entitled to statutory damages as provided pursuant to 17 U.S.C. § 504 (c)(2).

29. This is evidenced from the fact that Plaintiff had previously sent Defendants' counsel a demand email stressing the fact that both Defendants had been previously notified of their infringement and they had failed to resolve the matter in good faith within the two month period of the initial correspondence highlighting the infringement and the email. The email was sent February 24, 2014 and was accompanied by a sample complaint that Plaintiff was prepared to file (See the form attached hereto as Exhibit "A"). Up to the date of the filing of this Complaint, nearly five (5) months have passed since the sending of that initial correspondence, and yet Defendants have continued their intentional Acts of Copyright Infringement.

30. Pursuant to 17 U.S.C. § 505, Plaintiff is entitled to recovery of her attorney's fees with the undersigned counsel for pursuing her rights in this action.

31. All conditions precedent to the filing of this action have been performed or have otherwise occurred, in that Plaintiff has registered with the U.S. Copyright Office her copyright in the Plaintiff's Sound Recording, which will be filed under separate cover.

WHEREFORE, for the reasons set forth herein, Plaintiff demands judgment against each Defendant for damages at Plaintiff's option as provided for in 17 U.S.C. § 504, interest, costs, attorneys' fees under 17 U.S.C. § 505, and such other and further relief as the Court deems just and proper.

COUNT II – DECLARATORY RELIEF (vs Defendant Hunte)

32. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.

33. This is a count for declaratory relief.

34. Plaintiff and Hunte have an actual present, adverse, and antagonistic interest in the subject matter of this action.

35. The antagonistic and adverse interest is all before the Court by proper process, and the relief sought is not for legal advice by the Court, nor to answer questions propounded from curiosity.

36. The Song was written by both Plaintiff and Hunte with the intention of being a work of joint authorship as that term is understood in the U.S. Copyright Act.

37. As a result, Plaintiff owns fifty percent (50%) of the Song, and is therefore entitled to fifty percent (50%) of the proceeds resulting from the use of the Song.

38. Plaintiff requests that this Court declare that Defendant is bound by the original intention of both parties to compose the Song through joint authorship.

39. Because Plaintiff is certain of Hunte's duties as a co-author, namely sharing fifty percent (50%) of the royalties derived from the Song, and because Hunte has refused to act accordingly, there is an actual controversy, in which Plaintiff has no adequate remedy at law.

WHEREFORE, for the reasons set forth herein, Plaintiff requests this Court to enter an Order that the Song constitutes a work of joint authorship, and that Defendant Hunte owes Plaintiff fifty percent (50%) of the royalties derived from Song.

COUNT III – BREACH OF FIDUCIARY DUTY (vs. Defendant Hunte)

40. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.

41. This is a count for breach of fiduciary duty.

42. As a result of their actions as co-authors of the Song, a fiduciary relationship exists between Plaintiff and Hunte as partners/collaborators to act in the best interests of each other.

43. Plaintiff reposed her trust and confidence in Hunte to compensate Plaintiff based on an understanding that Plaintiff would be entitled to, at minimum, fifty percent (50%) of all royalties derived from the use of the Song due to Plaintiff's actions as co-author as defined by the U.S. Copyright Act.

44. Hunte breached her fiduciary duty owed to Plaintiff by intentionally giving away the rights to the Song and receiving royalties without sharing fifty (50%) of the royalties with Plaintiff without giving Plaintiff appropriate credit and recognition. As a result of Hunte's actions, Plaintiff has suffered damages.

45. As a result of Hunte's conduct, which was designed intentionally to prejudice Plaintiff, Plaintiff's notoriety within the music industry as co-author was significantly diminished and rendered practically obsolete, resulting in Plaintiff not being able to benefit or profit from the partnership as originally agreed upon by the parties by establishing a track record that comes from contributing to a "hit" record.

WHEREFORE, for the reasons set forth herein, Plaintiff requests this Court to award damages, in the amount no less than fifty percent (50%) of the royalties received by Hunte as

result of her licensing of the Song, in her favor and against Hunte as a proximate result of Hunte's conduct that constitute a breach of fiduciary duty, together with an award of punitive damages calculated at three times of the gross revenue derived from the Song, and such other and further relief as this Court deems just and proper.

COUNT IV - ACCOUNTING FOR PROFITS OWED TO THE PLAINTIFF
(vs Defendant Hunte)

46. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.

47. Defendant, Angela Hunte granted the use and the license of the Song to the remaining Defendant, Tamar Braxton as part of the recording of the album entitled "Love and War."

48. Hunte has kept for herself all of the profits, royalties, and credit derived from the exploitation of the Song to the prejudice of Plaintiff. Accordingly, Plaintiff is entitled to half of the profits and royalties generated from the license granted by or paid to Hunte.

49. The Song has been distributed, marketed, and sold without giving any credit to the Plaintiff as a co-author. The co-authorship credit is a valuable benefit that Plaintiff is entitled to and which she has been denied due to the actions of Hunte.

50. Hunte has an obligation to share with the Plaintiff the profits made from the license.

51. Hunte received substantial earnings by licensing the rights to the Song to the remaining Defendant.

52. Hunte's action deprived the Plaintiff of any amounts rightfully owed to her as a joint author of the Song.

53. All condition precedent to this filing of this action have been performed or have otherwise occurred.

WHEREFORE, for the reasons set forth herein, Plaintiff demands judgment against Hunte for deprivation of profits owed to the Plaintiff for the use and license of the joint authorship work and such other and further relief as the Court deems just and proper, including, but limited to, reasonable compensatory damages emanating from the loss of the credit due to Plaintiff.

COUNT V - UNJUST ENRICHMENT (vs all Defendants)

54. Plaintiff re-alleges paragraphs 1 through 20 as though fully set forth herein.
55. Defendants each individually and collectively unjustly benefitted from the use of the Plaintiff's contributions to the Song and Recording.
56. Plaintiff was an essential element in the creation of the Song and Recording.
57. Braxton reaped the benefits through album sales and the sales of the single "One on One Fun."
58. Hunte also shared in the benefits unjustly held when she received payments for the licensing of the use of the song that she and Plaintiff co-wrote together.
59. It would be inequitable for the Defendants to retain such benefits without providing fair compensation to the Plaintiff.

WHEREFORE, for the reasons set forth herein, Plaintiff requests that this Court award an appropriate remedy in the Plaintiff's favor and against Defendant for being unjustly enriched.

Respectfully submitted, this **30th** day of May 2014, by:

WOLFE LAW MIAMI, P.A.
Attorneys for Plaintiff
175 SW 7th Street, Suite 2410
Miami, FL 33130
Phone: 305.384.7370

Fax: 305.384.7371



By:

RICHARD C. WOLFE
Florida Bar No.: 355607
rwolfe@wolfelawmiami.com
DARREN A. HEITNER
Florida Bar No.: 85956
dheitner@wolfelawmiami.com

Aimee Jimenez

From: Richard Wolfe
Sent: Monday, February 24, 2014 5:28 PM
To: Dara Gelbtuch; Pamela Gurley (pgurley@GISPC.COM); rlieberman@fpllaw.com; wade.leak@sonymusic.com
Cc: Darren Heitner; Aimee Jimenez; emmikozulin@gmail.com
Subject: Kozulin v Hunte et al.
Attachments: Complaint Emmi .docx

Dear counsel,

Enclosed is the suit that we are about to file on behalf of Emmi Kozulin.

I regret that Ms Hunte and Ms Braxton has not taken this matter seriously and that they have not tried to resolve this manner in good faith over the past two months.

For this reason, I must demand that all versions of Ms Braxton's recording, containing our client's vocals be removed from the marketplace. If they are not, then, your respective clients will be guilty of intentional acts of copyright infringement; subjecting your clients to an award of statutory damages under section 504 c and attorney's fees under section 505 of the Copyright Act.

If one of more of you wish to attempt to resolve this matter (collectively or individually) please feel free to contact me.

With best personal regards, I am,

Richard Wolfe

Board Certified Attorney
Business Litigation



WOLFE LAW

Attorneys at Law
175 SW 7 Street
Latitude One Offices
Suite 2410
Miami, Florida 33130
rwolfe@wolfelawmiami.com

T. 305.384.7370
F. 305.384.7371
M. 305.401.3639



Aimee Jimenez

From: wade.leak@sonymusic.com
Sent: Wednesday, February 26, 2014 7:49 PM
To: Richard Wolfe; dgelbtuch@GISPC.COM; pgurley@GISPC.COM; rlieberman@fpplaw.com
Cc: Darren Heitner; Aimee Jimenez; emmikozeulin@gmail.com
Subject: RE: Kozulin v Hunte et al.

Richard, We just became aware of this. Please give us some time to review and get back to you. Thanks, Wade

Wade Leak
Senior Vice President, Deputy General Counsel
Sony Music Entertainment
550 Madison Avenue, 23rd floor
New York, New York 10022
Tel (212) 833-5088
Fax (212) 833-5828

From: Richard Wolfe [RWolfe@wolfelawmiami.com]
Sent: Monday, February 24, 2014 5:27 PM
To: Dara Gelbtuch; Pamela Gurley (pgurley@GISPC.COM); rlieberman@fpplaw.com; Leak, Wade, Sony Music
Cc: Darren Heitner; Aimee Jimenez; emmikozeulin@gmail.com
Subject: Kozulin v Hunte et al.

Dear counsel,

Enclosed is the suit that we are about to file on behalf of Emmi Kozulin.

I regret that Ms Hunte and Ms Braxton has not taken this matter seriously and that they have not tried to resolve this manner in good faith over the past two months.

For this reason, I must demand that all versions of Ms Braxton's recording, containing our client's vocals be removed from the marketplace. If they are not, then, your respective clients will be guilty of intentional acts of copyright infringement; subjecting your clients to an award of statutory damages under section 504 c and attorney's fees under section 505 of the Copyright Act.

If one of more of you wish to attempt to resolve this matter (collectively or individually) please feel free to contact me.

With best personal regards, I am,

Richard Wolfe

Board Certified Attorney
Business Litigation



WOLFE LAW

Attorneys at Law
175 SW 7 Street
Latitude One Offices
Suite 2410
Miami, Florida 33130

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

EMMI KOZULIN

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Richard C. Wolfe and Darren A. Heitner of Wolfe Law Miami, 175 SW 7th Street, Suite 2410, Miami, Florida 33130

DEFENDANTS

ANGELA HUNTE, and
TAMAR BRAXTON,

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|--|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☐ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

17 U.S.C. § 101, et seq., U.S.C. § 1338 Copyright Infringement

LENGTH OF TRIAL via 4 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

May 20, 2014

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP