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9 **UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 MIKELY ADAM p/k/a MIKE FREE,
12 an individual,

13 Plaintiffs,

14 v.

15 DIJON MCFARLANE p/k/a DJ
16 MUSTARD, an individual; MICK
17 SCHULTZ, an individual; and DOES 1
18 through 10, inclusive,

18 Defendants.

Case No. 14-cv-9214

COMPLAINT FOR:

- 15 (1) **DECLARATORY RELIEF**
- 16 (2) **AN ACCOUNTING**
- 17 (3) **BREACH OF CONTRACT**

DEMAND FOR JURY TRIAL

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1 Plaintiff MIKELY ADAM p/k/a Mike Free (“Mike Free” or “Plaintiff”)
2 alleges against Defendant DIJON MCFARLANE p/k/a “DJ Mustard” (“DJ
3 Mustard”), MICK SCHULTZ (“Schultz”) and DOES 1 through 10 (all collectively
4 referred to as “Defendants”) as follows:

5 **NATURE OF THE ACTION**

6 1. Just four years ago, two childhood friends, Dijon McFarlane (professionally
7 known as “DJ Mustard”) and Mikely Adam (professionally known as “Mike Free”),
8 were both aspiring musical producers. Mike Free was still in high school and
9 aspiring to a musical career, but was not known in the music world; DJ Mustard
10 was already on the rise and gaining recognition in the industry as a local dj at parties
11 and clubs, and had various connections and relationships with local artists, such as
12 YG and Ty Dolla \$ign. DJ Mustard recognized Mike Free’s talent as a musical
13 composer and producer of memorable and unique “tracks” (i.e. the sound recording
14 embodying the underlying music that rappers and/or lyricists write lyrics and
15 melodies over). He approached Mike Free to propose that he could make both of
16 them a lot of money by selling and placing musical tracks created by Mike Free (or
17 tracks to which DJ Mustard would add drums to) with artists and record labels. DJ
18 Mustard and Mike Free orally agreed that once DJ Mustard placed any of the
19 musical tracks with artists or labels, they would evenly split the production credit,
20 producer fees and royalties, and music publishing.

21 2. In or about July 2011, DJ Mustard asked Mike Free to email him the musical
22 track to what would later be known as “**Rack City**” by the musical artist Tyga. DJ
23 Mustard successfully placed “**Rack City**” and Tyga’s record company
24 commercially released it in December 2011. It was immediately successful,
25 reaching the Top 10 on the Billboard Hot 100. Approximately six (6) months later,
26 DJ Mustard successfully placed a second Mike Free track, what would later be
27 known as “**I’m Different**,” with the musical artist 2Chainz, whose record company
28 commercially released it. “**I’m Different**” also became an R&B Hip Hop chart

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1 topper. Rather than DJ Mustard honoring the oral agreement he had made with his
 2 childhood friend, DJ Mustard refused to honor the terms of their agreement. DJ
 3 Mustard wrongfully claimed that he solely composed and produced the “**Rack**
 4 **City**” musical track. Mike Free at the time was attending college on the East Coast.
 5 When Mike Free inquired about when he would get paid, DJ Mustard claimed Mike
 6 Free had not produced the track and told him that if he stepped forward and told
 7 anyone that it was Mike Free who produced “**Rack City**,” DJ Mustard would black
 8 list him by telling other musical artists not work with Mike Free; his career would
 9 go nowhere. For “**I’m Different**,” DJ Mustard once again refused to honor their
 10 agreement, and had Mike Free sign instead a flat fee buy-out of the composing and
 11 production for only a fraction of what DJ Mustard would earn as both the composer
 12 and producer of “**I’m Different**,” as well as failing to credit Mike Free as either a
 13 composer or producer of the track. This caused a substantial rift in their friendship
 14 and the parties did not speak for many months.

15 3. Throughout 2013 and summer 2014, Mike Free produced and wrote
 16 many musical tracks for DJ Mustard. At times, DJ Mustard would contribute to the
 17 musical tracks by adding drums, but for many of the tracks, Mike Free would solely
 18 compose and produce the entire musical track, including the drums. These musical
 19 tracks took over the radio airwaves in 2014 resulting in 7 songs simultaneously
 20 hitting the Billboard Hot 100 chart at the same time (all either produced by or co-
 21 produced by Mike Free). As a result, DJ Mustard went on to be awarded BET
 22 Producer of the Year 2014 and MVP, along with Broadcast Music, Inc’s Producer of
 23 the Year 2014. In addition to “**Rack City**” and “**I’m Different**,” the musical tracks
 24 written and produced by Mike Free include, but are not limited to: (a) “**Paranoid**,”
 25 as recorded by Ty Dolla \$ign; (b) “**My Nigga**” a/k/a “**My Hitta**,” as recorded by
 26 YG; (c) “**Who Do You Love**,” as recorded by YG; (d) “**Show Me**,” as recorded by
 27 Kid Ink; (e) “**Don’t Tell ‘Em**,” as recorded by Jeremih; (f) “**I Don’t Fuck With**
 28 **You**,” as recorded by Big Sean; “**Party Ain’t A Party**,” as recorded by Jamie Foxx;

1 and (g) “**Post To Be**,” as recorded by Omarion.

2 4. What should have resulted in a success story of a gifted young producer
3 and musician encouraged by a mentor, degenerated into threats, betrayal and
4 ultimately theft when DJ Mustard claimed for himself the credit and money earned
5 by Mike Free’s original tracks and Mike Free’s musical compositions. In this
6 action, Mike Free seeks a declaratory judgment that he is the co-writer of various
7 musical compositions wrongfully credited to DJ Mustard, and that Mike Free is the
8 original producer of one of the musical tracks for which DJ Mustard claimed as
9 having produced. Mike Free also seeks an accounting from DJ Mustard for all of
10 the income earned by those musical compositions that DJ Mustard wrongfully
11 collected that rightfully belongs to Mike Free and seeks a constructive trust thereon.
12 In addition, Mike Free seeks damages for breach of agreement by DJ Mustard for
13 failing to properly credit and compensate Mike Free for being the producer of such
14 track.

15 **JURISDICTION AND VENUE**

16 5. The Court has subject matter jurisdiction over the claims asserted in this
17 action pursuant to 28 U.S.C. §§ 1331, 1338, 1367 and 2201 as such arise under the
18 copyright laws of the United States, 17 U.S.C. § 101, *et seq.* (the “Copyright Act”).
19 Specifically, Mike Free invokes a question of federal law by his request for a
20 declaration of co-ownership of a musical composition under the Copyright Act.
21 This Court has supplemental jurisdiction over Plaintiff’s claims arising under the
22 laws of California pursuant to 28 U.S.C. § 1367(a) because these claims are so
23 related to Plaintiff’s claims under federal law that they form part of the same case or
24 controversy and derive from a common nucleus of operative fact.

25 6. Venue of this action is proper in this District pursuant to 28 U.S.C. §§
26 1391(b) and 1400(a) as the Defendant either resides in this District or have an office
27 to conduct business in this District.

28

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THE PARTIES

7. Mike Free is an individual who is a citizen and resident of the State of California, County of Los Angeles.

8. Upon information and belief, DJ Mustard is a resident of the State of California, County of Los Angeles.

9. Upon information and belief, Schultz is a resident of the State of California, County of Los Angeles.

10. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as Does 1-10, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously names Defendants is responsible in some manner or capacity for the wrongful conduct alleged herein, and that Plaintiff's loss was proximately and/or directly caused by Defendants' acts.

FACTS COMMON TO ALL CLAIMS

11. In the United States pop and urban music industry, a "producer" is usually the person who creates the musical track (i.e., a recording of the underlying music) and the "artist" is usually the person who "raps" the lyrics over the track or otherwise writes the melody and lyrics over the musical track. Because the producer creates the track, the producer is typically, but not always, also the composer of the music of the musical composition embodied in the final recording. Here, Mike Free composed musical compositions and embodied them in musical tracks that he created and recorded on his own. For some of those tracks initially created by Mike Free, the music of the compositions embodied in those tracks were created solely by him, while other tracks included music created jointly by Mike Free and DJ Mustard. DJ Mustard also provided additional production for some of those tracks initially created by Mike Free by adding a drum loop. Accordingly, where Mike Free may have been the sole composer of the music of a particular musical

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1 composition, Mike Free and DJ Mustard would be considered co-producers of the
2 track embodying such music. Thus, with respect to each of the tracks and musical
3 compositions subject to this suit, the producers of the track and the composers of the
4 music are considered separately.

5 12. First, writers, such as Mike Free, own a copyright in the composition,
6 entitling them to exercise (or refrain therefrom) the exclusive rights of reproduction,
7 creation of derivative works, performance and distribution under the Copyright Act.
8 The producers of a track, however, typically grant the musical artist who
9 incorporates the track into a master recording for commercial release all of the rights
10 into the resulting sound recording, including the copyright. Second, the composition
11 writers and the track producers receive different financial streams of income. The
12 writers, as owners of the copyright, can license, exclusively or non-exclusively, the
13 composition for use in audio works (like a mechanical license for phonorecords) or
14 audio-visual works (like a synchronization license for motion pictures, television
15 programs and commercials). These writers can also sell their rights to others. In
16 contrast, the producers typically only receive a passive income stream of a
17 “producer royalty” (the producer may receive an advance upfront against such
18 producer royalty). Third, composition writers and track producers receive different
19 types of credit for their work: “Written by” versus “produced by.” Credit is
20 especially important to writers and producers in order for the public to know what
21 work they create. Commercially successful works create goodwill for the accredited
22 creators, and promote those creators for future opportunities to write and/or produce,
23 as the case may be, for other musical artists.

24 13. Over the last four years, Mike Free has composed over a thousand
25 musical compositions, each of which Mike Free embodied in a recorded track and
26 then provided these tracks to DJ Mustard for “placing” (i.e., submitting a track to a
27 musical artist for the purpose of the artist writing lyrics to accompany the track, and
28 then combining the recording of the lyrics with the track to form a new combined

1 master recording for commercial release). DJ Mustard was successful in placing
2 many of Mike Free's tracks.

3 14. Mike Free is a prolific songwriter and producer in hip-hop, having
4 written and produced songs for prominent hip-hop artists, including YG, Jeremih,
5 Big Sean and Omarion. As is common in the U.S. hip hop music industry, Mike
6 Free, as a producer, composes musical compositions consisting of music only, with
7 the intention that the music will eventually be joined with the lyrics written by a
8 musical artist, who will then commercially release the combined work.

9 15. At the beginning of Mike Free's music career, however, he was not well-
10 known. The challenge for a writer and producer early in his career, like Mike Free,
11 was to get sound recordings embodying his musical compositions (so-called
12 "tracks") to hip-hop artists, who would then write and record the combined lyrics
13 and tracks, creating a sound recording that could be commercially released.

14 16. DJ Mustard is a well-known hip-hop writer and producer, having just
15 won "Producer of the Year" at the 2014 Broadcast Music, Inc.'s ("BMI") R&B/Hip-
16 Hop Awards. Producers like DJ Mustard have much greater access to hip-hop
17 artists in order to present tracks (music) for possible collaboration to add lyrics and
18 performance for commercial release.

19 **The Oral Agreement**

20 17. Mike Free and DJ Mustard first met in 2009. DJ Mustard, having heard
21 various tracks composed and recorded by Mike Free, offered to help Mike Free get
22 his tracks "placed" (i.e., to submit a track to a musical artist for the purpose of the
23 artist writing lyrics to accompany the track, and then combining the recording of the
24 lyrics with the track to form a new combined master recording for commercial
25 release), in exchange for sharing in the production credits.

26 18. Specifically, Mike Free and DJ Mustard agreed in 2009 that for every
27 track created by Mike Free that DJ Mustard was able to place (a "Placed Track"),
28 Mike Free and DJ Mustard would jointly be credited as the producers of that Placed

1 Track and would share equally in all of the producer royalties earned in connection
2 with that Placed Track (the “Oral Agreement”). The ownership of the musical
3 compositions embodied in Placed Tracks were not subject to the terms of the Oral
4 Agreement.

5 **The Compositions and Track at Issue**

6 **Rack City**

7 19. The musical composition entitled “Rack City” (the “Rack City
8 Composition”) is a joint work, consisting of lyrics written by Michael Stevenson
9 p/k/a “Tyga” (“Tyga”) (the “Rack City Lyrics”) and music composed by Mike Free
10 and DJ Mustard (the “Rack City Music”). Mike Free does not dispute that Tyga is
11 the sole author of the Rack City Lyrics and is entitled to an undivided fifty percent
12 (50%) interest in the Rack City Composition.

13 20. In or about the first week of July 2011, Mike Free solely composed the
14 Rack City Music, and solely produced and recorded it in a sound recording (the
15 “Rack City Track”). The Rack City Music is a separate, copyrightable work. Mike
16 Free created the Rack City Music with the intention that it would eventually be
17 merged with lyrics created by another author into a unitary musical composition,
18 consisting of both music and lyrics.

19 21. After Mike Free composed the Rack City Music and recorded the Rack
20 City Track, DJ Mustard had requested a copy of the Rack City Track for the purpose
21 of getting it “placed.” Pursuant to the Oral Agreement, Mike Free and DJ Mustard
22 agreed that in exchange for getting the Rack City Track placed and getting Mike
23 Free properly credited, Mike Free would share the production credits (and the
24 resulting compensation paid to the producers of the Rack City Track) with DJ
25 Mustard. Mike Free never agreed, however, that Mike Free would not be credited
26 as the co-composer of the Rack City Music or that DJ Mustard would be credited as
27 the sole composer of the Rack City Music.

28 22. Mike Free sent to DJ Mustard a copy of the Rack City Track on July 10,

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1 2011.

2 23. DJ Mustard added a drum loop to the Rack City Track and then got the
3 Rack City Track placed with the musical artist Tyga, who recorded the Rack City
4 Lyrics to create a combined recording of the Rack City Lyrics and the Rack City
5 Track (the “Rack City Master”).

6 24. Tyga’s recording company commercially released the Rack City Master
7 as a single, available on iTunes, on December 6, 2011, and later commercially
8 released the Rack City Master as part of the album entitled *Careless World: Rise of*
9 *the Last King*, available on iTunes, on February 21, 2012.

10 25. Contrary to his agreement with Mike Free, however, DJ Mustard
11 wrongfully claimed to be the sole producer of the Rack City Master.

12 26. DJ Mustard also wrongfully claimed to have solely written the Rack City
13 Music, for which DJ Mustard was wrongly credited with having written an
14 undivided fifty percent (50%) of the Rack City Composition and the co-owner of an
15 undivided fifty percent (50%) of the copyright in the Rack City Composition.

16 27. Unbeknownst to Mike Free, DJ Mustard’s music publisher, Songs Music
17 Publishing, LLC (“Songs”), registered the Rack City Composition with the United
18 States Copyright Office and received a registration (PA0001783084) on March 19,
19 2012. This registration listed DJ Mustard and Tyga as the authors, with the date of
20 publication of the Rack City Composition as February 21, 2012.

21 28. Unbeknownst to Mike Free, Tyga’s music publisher, EMI Blackwood
22 Music, Inc. (“EMI”), also registered the Rack City Composition with the United
23 States Copyright Office and received a registration (PA0001788411) on May 9,
24 2012. This registration listed DJ Mustard and Tyga as the authors, with the date of
25 publication of the Composition as February 12, 2012.

26 29. On information and belief, DJ Mustard, through his representatives,
27 agents and/or assigns, registered the Rack City Composition with DJ Mustard’s
28 public performing rights society, BMI, listing himself as an undivided fifty percent

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1 (50%) co-writer and co-owner of the copyright in the Rack City Composition.

2 30. On information and belief, DJ Mustard, through his representatives,
3 agents and/or assigns, wrongly notified Tyga’s record company that DJ Mustard was
4 the sole producer of the Rack City Master, as well as an undivided fifty percent
5 (50%) co-writer and co-owner of the copyright in the Rack City Composition.

6 31. After the Rack City Master was commercially released and had become
7 a hit, Mike Free became aware that he was not credited as a joint co-writer of the
8 Rack City Music and not receiving an undivided twenty-five percent (25%) interest
9 in the Rack City Composition. Upon Mike Free asking DJ Mustard why Mike Free
10 was not properly credited as having written the Rack City Composition and co-
11 produced the Rack City Master, DJ Mustard reneged on the Oral Agreement and
12 refused to acknowledge Mike Free’s co-authorship of the Rack City Music and co-
13 production of the Rack City Master. Further, DJ Mustard threatened Mike Free if
14 Mike Free told the truth about how Mike Free was actually the co-producer of the
15 Rack City Master and the sole composer of the Rack City Music: DJ Mustard
16 threatened to “blackball” Mike Free and harm his reputation and his incipient career
17 by telling all of the prominent and influential recording artists, producers and record
18 companies in the industry not to work with Mike Free. These threats caused Mike
19 Free to fear that his new found livelihood in the music industry would be negatively
20 impacted by DJ Mustard if he were to pursue his rights – at least until Mike Free
21 gained more notoriety and stability in the music world.

22 32. As the direct result of DJ Mustard’s claims to be the sole producer of the
23 Rack City Master, DJ Mustard (or DJ Mustard’s representatives, agents or assigns)
24 has received from third parties advances, royalties or other monies for the
25 reproduction, performance and/or distribution of the Rack City Master in excess of
26 DJ Mustard’s equal share with Mike Free (the “Rack City Master Royalties”).

27 33. DJ Mustard has also claimed to own an undivided fifty percent (50%)
28 share of the copyright in the Rack City Composition. As joint creators of the music

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1 of the Rack City Composition, Mike Free and DJ Mustard own the Rack City
2 Composition in equal undivided shares of twenty-five percent (25%) each (with the
3 remaining undivided fifty percent [50%] being owned by the writers of the lyrics).
4 On information and belief, DJ Mustard (or DJ Mustard’s representatives, agents or
5 assigns) has received from third parties advances, royalties or other monies for the
6 reproduction, performance and/or distribution of the Rack City Composition in
7 excess of DJ Mustard’s equal share with Mike Free (the “Rack City Composition
8 Royalties”).

9 34. All of the Rack City Composition Royalties and the Rack City Master
10 Royalties rightfully belong to Mike Free.

11 35. As the joint co-owner of all of the rights in and to the Rack City Music,
12 Mike Free therefore brings this action for judgment, declaring his undivided twenty-
13 five percent (25%) ownership of the Rack City Composition and that he is a co-
14 producer of the Rack City Master. Mike Free also seeks an accounting of all of the
15 Rack City Composition Royalties and the Rack City Master Royalties wrongfully
16 received by or on behalf of DJ Mustard.

17 **Paranoid**

18 36. The musical composition entitled “Paranoid” (the “Paranoid
19 Composition”) is a joint work, consisting of lyrics co-written by Tyrone Griffin
20 p/k/a “Ty Dolla \$ign” (“Ty Dolla \$ign”) and others co-writers (the “Paranoid
21 Lyrics”) (Ty Dolla \$ign and the other writers of the lyrics are collectively referred to
22 as the “Paranoid Lyric Writers”) and music composed by Mike Free and DJ Mustard
23 (the “Paranoid Music”). Mike Free does not dispute that the Paranoid Lyric Writers
24 are the sole authors of the Paranoid Lyrics and are entitled to an undivided fifty
25 percent (50%) interest in the Paranoid Composition.

26 37. In or about February 2013, Mike Free solely composed the Paranoid
27 Music and recorded it in a sound recording (the “Paranoid Track”). The Paranoid
28 Music is a separate, copyrightable work. Mike Free created the Paranoid Music

1 with the intention that it would eventually be merged with lyrics created by another
2 author into a unitary musical composition, consisting of both music and lyrics.

3 38. After Mike Free composed the Paranoid Music and recorded the
4 Paranoid Track, Mike Free transferred the Paranoid Track directly onto DJ
5 Mustard's computer so that DJ Mustard could get it "placed."

6 39. DJ Mustard added a drum loop to the Paranoid Track and then placed the
7 Paranoid Track with the musical artist Ty Dolla \$ign, who recorded the Paranoid
8 Lyrics to create a combined recording of the Paranoid Lyrics and the Paranoid Track
9 (the "Paranoid Master").

10 40. Ty Dolla \$ign's record company commercially released the Paranoid
11 Master as a single and as part of an extended play album entitled *Beach House*,
12 available on iTunes, on January 21, 2014.

13 41. Mike Free never agreed to not be credited as co-composer of the
14 Paranoid Music or that DJ Mustard would be credited as the sole composer of the
15 Paranoid Music.

16 42. DJ Mustard wrongly claimed to have written the Paranoid Music, for
17 which DJ Mustard was wrongly credited with having written an undivided fifty
18 percent (50%) of the Paranoid Composition and the co-owner of an undivided fifty
19 percent (50%) of the copyright in the Paranoid Composition.

20 43. Songs registered the Paranoid Composition with the United States
21 Copyright Office and received a registration (PA0001898106) on May 2, 2014.
22 This registration listed DJ Mustard, Ty Dolla \$ign and other writers as the authors,
23 with the date of publication of the Paranoid Composition as September 10, 2013.

24 44. On information and belief, DJ Mustard, through his representatives,
25 agents and/or assigns, registered the Paranoid Composition with DJ Mustard's
26 public performing rights society, BMI, listing himself as an undivided fifty percent
27 (50%) co-writer and co-owner of the copyright in the Paranoid Composition.

28 45. On information and belief, DJ Mustard, through his representatives,

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1 agents and/or assigns, wrongly notified Ty Dolla \$ign’s record company that DJ
2 Mustard was an undivided fifty percent (50%) co-writer and co-owner of the
3 copyright in the Paranoid Composition.

4 46. After the Paranoid Master was commercially released and had become a
5 hit, Mike Free became aware that he was not credited as a joint co-writer of the
6 Paranoid Music and not receiving an undivided twenty-five percent (25%) interest
7 in the Paranoid Composition.

8 47. DJ Mustard has claimed an undivided fifty percent (50%) share of the
9 copyright in the Paranoid Composition. As joint creators of the music of the
10 Paranoid Composition, Mike Free and DJ Mustard own the Paranoid Composition in
11 equal undivided shares of twenty-five percent (25%) each (with the remaining
12 undivided fifty percent [50%] being owned by the writers of the lyrics). On
13 information and belief, DJ Mustard (or DJ Mustard’s representatives, agents or
14 assigns) has received from third parties advances, royalties or other monies for the
15 reproduction, performance and/or distribution of the Paranoid Composition in
16 excess of DJ Mustard’s equal share with Mike Free (the “Paranoid Composition
17 Royalties”).

18 48. All of the Paranoid Composition Royalties rightfully belong to Mike
19 Free.

20 49. As the joint co-owner of all of the rights in and to the Paranoid Music,
21 Mike Free therefore brings this action for judgment, declaring his undivided twenty-
22 five percent (25%) ownership of the Paranoid Composition. Mike Free also seeks
23 an accounting of all Paranoid Composition Royalties wrongfully received by or on
24 behalf of DJ Mustard.

25 **My Nigga**

26 50. The musical composition entitled “My Nigga” (the “My Nigga
27 Composition”) is a joint work, consisting of lyrics co-written by Keenon Daequan
28 Ray Jackson (“YG”) and others co-writers (the “My Nigga Lyrics”) (YG and the

1 other writers of the lyrics are collectively referred to as the “My Nigga Lyric
2 Writers”) and music composed by Mike Free (the “My Nigga Music”). Mike Free
3 does not dispute that the My Nigga Lyric Writers are the sole authors of the My
4 Nigga Lyrics. Mike Free also does not dispute that the My Nigga Composition
5 interpolates another musical composition, “Down 4 My Niggas,” the writers of
6 which, along with the My Nigga Lyric Writers, are entitled to an undivided sixty
7 percent (60%) interest in the My Nigga Composition.

8 51. In or about April, 2013, Mike Free solely composed the My Nigga
9 Music and recorded it in a sound recording (the “My Nigga Track”). The My Nigga
10 Music is a separate, copyrightable work. Mike Free created the My Nigga Music
11 with the intention that it would eventually be merged with lyrics created by another
12 author into a unitary musical composition, consisting of both music and lyrics.

13 52. After Mike Free composed the My Nigga Music and recorded the My
14 Nigga Track, DJ Mustard had requested a copy of the My Nigga Track for the
15 purpose of getting it “placed.”

16 53. Mike Free gave to DJ Mustard a copy of the My Nigga Track shortly
17 after Mike Free recorded it.

18 54. DJ Mustard placed the My Nigga Track with the musical artist YG, who
19 recorded the My Nigga Lyrics to create a combined recording of the My Nigga
20 Lyrics and the My Nigga Track (the “My Nigga Master”).

21 55. YG’s record company commercially released the My Nigga Master as a
22 single, available on iTunes, on February 28, 2014, and later commercially released
23 the My Nigga Master as part of the album entitled *My Krazy Life*, available on
24 iTunes, on March 18, 2014.

25 56. Mike Free never agreed to not be credited as the sole composer of the
26 My Nigga Music or that DJ Mustard would be credited as a co-composer of the My
27 Nigga Music.

28 57. DJ Mustard wrongly claimed to have co-written the My Nigga Music,

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1 for which DJ Mustard was wrongly credited with having written an undivided thirty-
2 two percent (32%) of the My Nigga Composition and the co-owner of an undivided
3 thirty-two percent (32%) of the copyright in the My Nigga Composition.

4 58. Songs registered the My Nigga Composition with the United States
5 Copyright Office and received a registration (PA0001881540) on January 14, 2014.
6 This registration listed DJ Mustard, YG, Mike Free and other writers as the authors,
7 with the date of publication of the My Nigga Composition as September 17, 2013.

8 59. Songs also registered a remix of the My Nigga Composition with the
9 United States Copyright Office and received a registration (PA0001913438) on May
10 5, 2014. This registration listed DJ Mustard, YG, Mike Free and other writers as the
11 authors, with the date of publication of the remix of the My Nigga Composition as
12 March 18, 2014.

13 60. YG's music publisher, Irving Music, Inc. ("Irving Music"), also
14 registered the My Nigga Composition with the United States Copyright Office and
15 received a registration (PA0001922331) on September 5, 2014. This registration
16 listed DJ Mustard, YG, Mike Free and others as the authors, with the date of
17 publication of the Composition as September 17, 2013.

18 61. On information and belief, DJ Mustard, through his representatives,
19 agents and/or assigns, registered the My Nigga Composition with DJ Mustard's
20 public performing rights society, BMI, listing himself as an undivided thirty-two
21 percent (32%) co-writer and co-owner of the copyright in the My Nigga
22 Composition.

23 62. On information and belief, DJ Mustard, through his representatives,
24 agents and/or assigns, wrongly notified YG's record company that DJ Mustard was
25 an undivided thirty-two percent (32%) co-writer and co-owner of the copyright in
26 the My Nigga Composition.

27 63. After the My Nigga Master was commercially released and had become
28 a hit, Mike Free became aware that he was not credited as the sole writer of the My

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1 Nigga Music and not receiving an undivided forty percent (40%) interest in the My
2 Nigga Composition as a co-writer of the My Nigga Composition

3 64. As the direct result of DJ Mustard’s claims to be the co-writer and co-
4 owner of the My Nigga Composition, DJ Mustard (or DJ Mustard’s representatives,
5 agents or assigns) has received from third parties advances, royalties or other
6 monies for the reproduction, performance and/or distribution of the My Nigga
7 Composition (the “My Nigga Composition Royalties”).

8 65. All of the My Nigga Composition Royalties rightfully belong to Mike
9 Free.

10 66. As the sole owner of all of the rights in and to the My Nigga Music,
11 Mike Free therefore brings this action for judgment, declaring his undivided forty
12 percent (40%) ownership of the My Nigga Composition. Mike Free also seeks an
13 accounting of all My Nigga Composition Royalties wrongfully received by or on
14 behalf of DJ Mustard.

15 **Who Do You Love**

16 67. The musical composition entitled “Who Do You Love” (the “Love
17 Composition”) is a joint work, consisting of lyrics co-written by YG and others co-
18 writers (the “Love Lyrics”) (YG and the other writers of the lyrics are collectively
19 referred to as the “Love Lyric Writers”) and music composed by Mike Free and DJ
20 Mustard (the “Love Music”). Mike Free does not dispute that the Love Lyric
21 Writers are the sole authors of the Love Lyrics and are entitled to an undivided fifty
22 percent (50%) interest in the Love Composition.

23 68. In or about February 2013, Mike Free composed the Love Music and
24 recorded it in a sound recording (the “Love Track”). The Love Music is a separate,
25 copyrightable work. Mike Free created the Love Music with the intention that it
26 would eventually be merged with lyrics created by another author into a unitary
27 musical composition, consisting of both music and lyrics.

28 69. After Mike Free composed the Love Music and recorded the Love

1 Track, Mike Free transferred the Love Track directly onto DJ Mustard’s computer
2 so that DJ Mustard could get it “placed.”

3 70. DJ Mustard added a drum loop to the Love Track and then placed the
4 Love Track with the musical artist YG, who recorded the Love Lyrics to create a
5 combined recording of the Love Lyrics and the Love Track (the “Love Master”).

6 71. YG’s record company commercially released the Love Master as a
7 single, available on iTunes, on February 28, 2014, and later commercially released
8 the Love Master as part of the album entitled *My Krazy Life*, available on iTunes, on
9 March 18, 2014.

10 72. Mike Free never agreed to not be credited as a co-composer of the Love
11 Music or that DJ Mustard would be credited as the sole composer of the Love
12 Music.

13 73. DJ Mustard wrongly claimed to have solely written the Love Music, for
14 which DJ Mustard was wrongly credited with having written an undivided fifty
15 percent (50%) of the Love Composition and the co-owner of an undivided fifty
16 percent (50%) of the copyright in the Love Composition.

17 74. Songs registered the Love Composition with the United States Copyright
18 Office and received a registration (PA0001897250) on April 28, 2014. This
19 registration listed DJ Mustard, YG and other writers as the authors, with the date of
20 publication of the Love Composition as February 20, 2014.

21 75. On information and belief, DJ Mustard, through his representatives,
22 agents and/or assigns, registered the Love Composition with DJ Mustard’s public
23 performing rights society, BMI, listing himself as an undivided fifty percent (50%)
24 co-writer and co-owner of the copyright in the Love Composition.

25 76. On information and belief, DJ Mustard, through his representatives,
26 agents and/or assigns, wrongly notified YG’s record company that DJ Mustard was
27 an undivided fifty percent (50%) co-writer and co-owner of the copyright in the
28 Love Composition.

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1 77. After the Love Master was commercially released and had become a hit,
2 Mike Free became aware that he was not credited as a co-writer of the Love Music
3 and not receiving an undivided twenty-five percent (25%) interest in the Love
4 Composition.

5 78. DJ Mustard has claimed an undivided fifty percent (50%) share of the
6 copyright in the Love Composition. As joint creators of the music of the Love
7 Composition, Mike Free and DJ Mustard own the Love Composition in equal
8 undivided shares of twenty-five percent (25%) each (with the remaining undivided
9 fifty percent [50%] being owned by the writers of the lyrics). On information and
10 belief, DJ Mustard (or DJ Mustard’s representatives, agents or assigns) has received
11 from third parties monies for the reproduction, performance and/or distribution of
12 the Love Composition in excess of DJ Mustard’s equal share with Mike Free (the
13 “Love Composition Royalties”).

14 79. All of the Love Composition Royalties rightfully belong to Mike Free.

15 80. As the co-owner of all of the rights in and to the Love Music, Mike Free
16 therefore brings this action for judgment, declaring his undivided twenty-five
17 percent (25%) ownership of the Love Composition. Mike Free also seeks an
18 accounting of all Love Composition Royalties wrongfully received by or on behalf
19 of DJ Mustard.

20 **Show Me**

21 81. The musical composition entitled “Show Me” (the “Show Me
22 Composition”) is a joint work, consisting of lyrics co-written by Brian Todd Collins
23 p/k/a “Kid Ink” (“Kid Ink”) and others co-writers (the “Show Me Lyrics”) (Kid Ink
24 and the other writers of the lyrics are collectively referred to as the “Show Me Lyric
25 Writers”) and music composed by Mike Free (the “Show Me Music”). Mike Free
26 does not dispute that the Show Me Lyric Writers are the sole authors of the Show
27 Me Lyrics. Mike Free also does not dispute that the Show Me Composition
28 interpolates another musical composition, “Show Me Love,” the writers of which,

1 along with the Show Me Lyric Writers, are entitled to an undivided eighty percent
2 (80%) interest in the Show Me Composition.

3 82. In or about June 5, 2013, Mike Free solely composed the Show Me
4 Music and recorded it in a sound recording (the “Show Me Track”). The Show Me
5 Music is a separate, copyrightable work. Mike Free created the Show Me Music
6 with the intention that it would eventually be merged with lyrics created by another
7 author into a unitary musical composition, consisting of both music and lyrics.

8 83. After Mike Free composed the Show Me Music and recorded the Show
9 Me Track, DJ Mustard had requested a copy of the Show Me Track for the purpose
10 of getting it “placed.”

11 84. Mike Free gave to DJ Mustard a copy of the Show Me Track shortly
12 thereafter.

13 85. DJ Mustard got the Show Me Track placed with the musical artist Kid
14 Ink, who recorded the Show Me Lyrics to create a combined recording of the Show
15 Me Lyrics and the Show Me Track (the “Show Me Master”).

16 86. Kid Ink’s record company commercially released the Show Me Master
17 as a single, available on iTunes, on September 17, 2013, and later commercially
18 released the Show Me Master as part of the album entitled *My Own Lane*, available
19 on iTunes, on January 7, 2014.

20 87. Mike Free never agreed to not be credited as the sole composer of the
21 Show Me Music or that DJ Mustard would be credited as a co-composer of the
22 Show Me Music.

23 88. DJ Mustard wrongly claimed to have co-written the Show Me Music, for
24 which DJ Mustard was wrongly credited with having written an undivided fourteen
25 percent (14%) of the Show Me Composition and the co-owner of an undivided
26 fourteen percent (14%) of the copyright in the Show Me Composition.

27 89. One of the Show Me Lyric Writer’s publishers registered the Show Me
28 Composition with the United States Copyright Office and received a registration

1 (PA0001916485) on May 5, 2014. This registration listed DJ Mustard, Kid Ink,
2 Mike Free and others as the co-authors, with the date of publication of the
3 Composition as November 15, 2013.

4 90. On information and belief, DJ Mustard, through his representatives,
5 agents and/or assigns, registered the Show Me Composition with DJ Mustard's
6 public performing rights society, BMI, listing himself as an undivided fourteen
7 percent (14%) co-writer and co-owner of the copyright in the Show Me
8 Composition.

9 91. On information and belief, DJ Mustard, through his representatives,
10 agents and/or assigns, wrongly notified Kid Ink's record company that DJ Mustard
11 was an undivided fourteen percent (14%) co-writer and co-owner of the copyright in
12 the Show Me Composition.

13 92. After the Show Me Master was commercially released, Mike Free
14 became aware that he was not credited as the sole writer of the Show Me Music and
15 not receiving an undivided twenty percent (20%) interest in the Show Me
16 Composition.

17 93. As the direct result of DJ Mustard's claims to be a co-writer and co-
18 owner of the Show Me Composition, DJ Mustard (or DJ Mustard's representatives,
19 agents or assigns) has received from third parties advances, royalties or other
20 monies for the reproduction, performance and/or distribution of the Show Me
21 Composition (the "Show Me Composition Royalties").

22 94. All of the Show Me Composition Royalties rightfully belong to Mike
23 Free.

24 95. As the owner of all of the rights in and to the Show Me Music, Mike
25 Free therefore brings this action for judgment, declaring his undivided twenty
26 percent (20%) co-ownership of the Show Me Composition. Mike Free also seeks an
27 accounting of all Show Me Composition Royalties wrongfully received by or on
28 behalf of DJ Mustard.

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Don't Tell 'Em

1
2 96. The musical composition entitled “Don't Tell 'Em” (the “Tell 'Em
3 Composition”) is a joint work, consisting of lyrics co-written by Jeremy Felton p/k/a
4 “Jeremih” (“Jeremih”) and others co-writers (the “Tell 'Em Lyrics”) (Jeremih and
5 the other writers of the lyrics are collectively referred to as the “Tell 'Em Lyric
6 Writers”) and music composed by Mike Free (the “Tell 'Em Music”). Mike Free
7 does not dispute that the Tell 'Em Lyric Writers are the sole authors of the Tell 'Em
8 Lyrics. Mike Free also does not dispute that the Tell 'Em Composition interpolates
9 another musical composition, “Rhythm is a Dancer,” the writers of which, along
10 with the Don't Tell 'Em Lyric Writers, are entitled to an undivided sixty-seven
11 percent (67%) interest in the Tell 'Em Composition.

12 97. In or about January 30, 2014, Mike Free solely composed the Tell 'Em
13 Music and recorded it in a sound recording (the “Tell 'Em Track”). The Tell 'Em
14 Music is a separate, copyrightable work. Mike Free created the Tell 'Em Music
15 with the intention that it would eventually be merged with lyrics created by another
16 author into a unitary musical composition, consisting of both music and lyrics.

17 98. After Mike Free composed the Tell 'Em Music and recorded the Tell
18 'Em Track, DJ Mustard had requested a copy of the Tell 'Em Track for the purpose
19 of getting it “placed.”

20 99. Mike Free gave to DJ Mustard a copy of the Tell 'Em Track on or about
21 the first week of February, 2014.

22 100. DJ Mustard got the Tell 'Em Track placed with the musical artist
23 Jeremih, although before recording the Tell 'Em Lyrics with the Tell 'Em Track,
24 Jeremih sent the Tell 'Em Track to another producer, Schultz, who re-recorded the
25 Tell 'Em Music as part of a new track (the “Re-recorded Tell 'Em Track”).

26 101. The Tell 'Em Music embodied in the Tell 'Em Track and Tell 'Em
27 Music embodied in the Re-recorded Tell 'Em Track are identical.

28 102. Jeremih then recorded the Tell 'Em Lyrics to create a combined

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1 recording of the Tell ‘Em Lyrics and the Re-recorded Tell ‘Em Track (the “Tell ‘Em
2 Master”).

3 103. Jeremih’s record company commercially released the Tell ‘Em Master as
4 a single, available on iTunes, on June 6, 2014, and is tentatively scheduled to
5 commercially release the Tell ‘Em Master as part of the album entitled *Late Nights*
6 in the next few months.

7 104. Mike Free never agreed that Mike Free would not be credited as the sole
8 composer of the Tell ‘Em Music, that DJ Mustard would be credited as a co-
9 composer of the Tell ‘Em Music or that Schultz would be credited as a co-composer
10 of the Tell ‘Em Music.

11 105. DJ Mustard wrongly claimed to have co-written the Tell ‘Em Music, for
12 which DJ Mustard was wrongly credited with having written an undivided fifteen
13 percent (15%) of the Tell ‘Em Composition and the co-owner of an undivided
14 fifteen percent (15%) of the copyright in the Tell ‘Em Composition.

15 106. Schultz wrongly claimed to have co-written the Tell ‘Em Music, for
16 which Schultz was wrongly credited with having written an undivided eighteen
17 percent (18%) of the Tell ‘Em Composition and the co-owner of an undivided
18 eighteen percent (18%) of the copyright in the Tell ‘Em Composition.

19 107. Songs registered the Tell ‘Em Composition with the United States
20 Copyright Office and received a registration (PA0001913067) on September 2,
21 2014. This registration listed DJ Mustard, Jeremih, Schultz and others as the co-
22 authors, with the date of publication of the Composition as June 6, 2014.

23 108. On information and belief, DJ Mustard, through his representatives,
24 agents and/or assigns, registered the Tell ‘Em Composition with DJ Mustard’s
25 public performing rights society, BMI, listing himself as an undivided fifteen
26 percent (15%) co-writer and co-owner of the copyright in the Tell ‘Em
27 Composition.

28 109. On information and belief, Schultz, through his representatives, agents

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1 and/or assigns, registered the Tell ‘Em Composition with Schultz’s public
2 performing rights society, BMI, listing himself as an undivided eighteen percent
3 (18%) co-writer and co-owner of the copyright in the Tell ‘Em Composition.

4 110. On information and belief, DJ Mustard, through his representatives,
5 agents and/or assigns, wrongly notified Jeremih’s record company that DJ Mustard
6 was an undivided fifteen percent (15%) co-writer and co-owner of the copyright in
7 the Tell ‘Em Composition.

8 111. On information and belief, Schultz, through his representatives, agents
9 and/or assigns, wrongly notified Jeremih’s record company that Schultz was an
10 undivided eighteen percent (18%) co-writer and co-owner of the copyright in the
11 Tell ‘Em Composition.

12 112. After the Tell ‘Em Master was commercially released, Mike Free
13 became aware that he was not credited as the sole writer of the Tell ‘Em Music and
14 not receiving an undivided thirty-three percent (33%) interest in the Tell ‘Em
15 Composition.

16 113. As the direct result of DJ Mustard’s claims to be a co-writer and co-
17 owner of the Tell ‘Em Composition, DJ Mustard (or DJ Mustard’s representatives,
18 agents or assigns) has received from third parties advances, royalties or other
19 monies for the reproduction, performance and/or distribution of the Tell ‘Em
20 Composition (the “DJ Mustard Tell ‘Em Composition Royalties”).

21 114. All of the DJ Mustard Tell ‘Em Composition Royalties rightfully belong
22 to Mike Free.

23 115. As the direct result of Schultz’s claims to be a co-writer and co-owner of
24 the Tell ‘Em Composition, Schultz (or Schultz’s representatives, agents or assigns)
25 has received from third parties advances, royalties or other monies for the
26 reproduction, performance and/or distribution of the Tell ‘Em Composition (the
27 “Schultz Tell ‘Em Composition Royalties”).

28 116. All of the Schultz Tell ‘Em Composition Royalties rightfully belong to

1 Mike Free.

2 117. As the owner of all of the rights in and to the Tell ‘Em Music, Mike Free
3 therefore brings this action for judgment, declaring his undivided thirty-three
4 percent (33%) ownership of the Tell ‘Em Composition. Mike Free also seeks an
5 accounting of the DJ Mustard Tell ‘Em Composition Royalties and the Schultz Tell
6 ‘Em Composition Royalties wrongfully received by or on behalf of either DJ
7 Mustard or Schultz.

8 **I Don’t Fuck With You**

9 118. The musical composition entitled “I Don’t Fuck With You” (the
10 “IDFWY Composition”) is a joint work, consisting of lyrics co-written by Sean
11 Michael Leonard Anderson p/k/a “Big Sean” (“Big Sean”) and others co-writers
12 (the “IDFWY Lyrics”) (Big Sean and the other writers of the lyrics are collectively
13 referred to as the “IDFWY Lyric Writers”) and music composed by Mike Free and
14 DJ Mustard (the “IDFWY Music”). Mike Free does not dispute that the IDFWY
15 Lyric Writers are the sole authors of the IDFWY Lyrics and are entitled to an
16 undivided fifty percent (50%) interest in the IDFWY Composition.

17 119. In or about January, 2014, Mike Free solely composed the IDFWY
18 Music and recorded it in a sound recording (the “IDFWY Track”). The IDFWY
19 Music is a separate, copyrightable work. Mike Free created the IDFWY Music with
20 the intention that it would eventually be merged with lyrics created by another
21 author into a unitary musical composition, consisting of both music and lyrics.

22 120. After Mike Free composed the IDFWY Music and recorded the IDFWY
23 Track, DJ Mustard had requested a copy of the IDFWY Track for the purpose of
24 getting it “placed.”

25 121. Mike Free gave to DJ Mustard a copy of the IDFWY Track shortly
26 thereafter.

27 122. DJ Mustard added a drum loop to the IDFWY Track and then got the
28 IDFWY Track placed with the musical artist Big Sean, who recorded the IDFWY

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1 Lyrics to create a combined recording of the IDFWY Lyrics and the IDFWY Track
2 (the “IDFWY Master”).

3 123. Big Sean’s record company commercially released the IDFWY Master
4 as a single, available on iTunes, on September 19, 2014, and is tentatively scheduled
5 to commercially release the IDFWY Master as part of an album in the next few
6 months.

7 124. Mike Free has applied for a copyright registration for the IDFWY
8 Composition with the United States Copyright Office (application number 1-
9 1943063491) on December 1, 2014.

10 125. After the IDFWY Master was commercially released, Mike Free became
11 aware that he was not credited as a joint co-writer of the IDFWY Music and not
12 receiving an undivided twenty-five percent (25%) interest in the IDFWY
13 Composition.

14 126. On information and belief, DJ Mustard has claimed more than an
15 undivided twenty-five percent (25%) share of the copyright in the IDFWY
16 Composition. As joint creators of the music of the IDFWY Composition, Mike Free
17 and DJ Mustard own the IDFWY Composition in equal undivided shares of twenty-
18 five percent (25%) each (with the remaining undivided fifty percent [50%] being
19 owned by the writers of the lyrics). On information and belief, DJ Mustard (or DJ
20 Mustard’s representatives, agents or assigns) has received from third parties
21 advances, royalties or other monies for the reproduction, performance and/or
22 distribution of the IDFWY Composition in excess of DJ Mustard’s equal share with
23 Mike Free (the “IDFWY Composition Royalties”).

24 127. All of the IDFWY Composition Royalties rightfully belong to Mike
25 Free.

26 128. As the owner of all of the rights in and to the IDFWY Music, Mike Free
27 therefore brings this action for judgment, declaring his undivided twenty-five
28 percent (25%) ownership of the IDFWY Composition. Mike Free also seeks an

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1 accounting of all IDFWY Composition Royalties wrongfully received by or on
2 behalf of DJ Mustard.

3 **Party Ain't A Party**

4 129. The musical composition entitled "Party Ain't A Party" (the "Party
5 Composition") is a joint work, consisting of lyrics co-written by Eric Marlon Bishop
6 p/k/a Jamie Foxx ("Foxx") and others co-writers (the "Party Lyrics") (Foxx and the
7 other writers of the lyrics are collectively referred to as the "Party Lyric Writers")
8 and music composed by Mike Free and DJ Mustard (the "Party Music"). Mike Free
9 does not dispute that the Party Lyric Writers are the sole authors of the Party Lyrics
10 and are entitled to an undivided fifty percent (50%) interest in the Party
11 Composition.

12 130. In or about January, 2014, Mike Free solely composed the Party Music
13 and recorded it in a sound recording (the "Party Track"). The Party Music is a
14 separate, copyrightable work. Mike Free created the Party Music with the intention
15 that it would eventually be merged with lyrics created by another author into a
16 unitary musical composition, consisting of both music and lyrics.

17 131. After Mike Free composed the Party Music and recorded the Party
18 Track, DJ Mustard had requested a copy of the Party Track for the purpose of
19 getting it "placed."

20 132. Mike Free gave to DJ Mustard a copy of the Party Track shortly
21 thereafter.

22 133. DJ Mustard added a drum loop to the Party Track and then got the Party
23 Track placed with the musical artist Jamie Foxx, who recorded the Party Lyrics to
24 create a combined recording of the Party Lyrics and the Party Track (the "Party
25 Master").

26 134. Foxx's record company commercially released the Party Master as a
27 single, available on iTunes, on October 7, 2014, and is tentatively scheduled to
28 commercially release the Party Master as part of an album in the next few months.

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1 135. Mike Free has applied for a copyright registration for the Party
2 Composition with the United States Copyright Office (application number 1-
3 1943124864) on December 1, 2014.

4 136. After the Party Master was commercially released, Mike Free became
5 aware that he was not credited as a joint co-writer of the Party Music and not
6 receiving an undivided twenty-five percent (25%) interest in the Party Composition.

7 137. On information and belief, DJ Mustard has claimed more than an
8 undivided twenty-five percent (25%) share of the copyright in the Party
9 Composition. As joint creators of the music of the Party Composition, Mike Free
10 and DJ Mustard own the Party Composition in equal undivided shares of twenty-
11 five percent (25%) each (with the remaining undivided fifty percent [50%] being
12 owned by the writers of the lyrics). On information and belief, DJ Mustard (or DJ
13 Mustard’s representatives, agents or assigns) has received from third parties
14 advances, royalties or other monies for the reproduction, performance and/or
15 distribution of the Party Composition in excess of DJ Mustard’s equal share with
16 Mike Free (the “Party Composition Royalties”).

17 138. All of the Party Composition Royalties rightfully belong to Mike Free.

18 139. As the owner of all of the rights in and to the Party Music, Mike Free
19 therefore brings this action for judgment, declaring his undivided twenty-five
20 percent (25%) ownership of the Party Composition. Mike Free also seeks an
21 accounting of all Party Composition Royalties wrongfully received by or on behalf
22 of DJ Mustard.

23 **Post To Be**

24 140. The musical composition entitled “Post To Be” (the “Post
25 Composition”) is a joint work, consisting of lyrics co-written by Omari Ishmael
26 Gradberry p/k/a “Omarion” (“Omarion”) and others co-writers (the “Post Lyrics”)
27 (Omarion and the other writers of the lyrics are collectively referred to as the “Post
28 Lyric Writers”) and music composed by Mike Free and DJ Mustard (the “Post

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1 Music”). Mike Free does not dispute that the Post Lyric Writers are the sole authors
2 of the Post Lyrics and are entitled to an undivided fifty percent (50%) interest in the
3 Post Composition.

4 141. In or about July 31, 2014, Mike Free solely composed the Post Music
5 and recorded it in a sound recording (the “Post Track”). The Post Music is a
6 separate, copyrightable work. Mike Free created the Post Music with the intention
7 that it would eventually be merged with lyrics created by another author into a
8 unitary musical composition, consisting of both music and lyrics.

9 142. After Mike Free composed the Post Music and recorded the Post Track,
10 DJ Mustard had requested a copy of the Post Track for the purpose of getting it
11 “placed.”

12 143. Mike Free gave to DJ Mustard a copy of the Post Track shortly
13 thereafter.

14 144. DJ Mustard added a drum loop to the Post Track and then got the Post
15 Track placed with the musical artist Omarion, who recorded the Post Lyrics to
16 create a combined recording of the Post Lyrics and the Post Track (the “Post
17 Master”).

18 145. Omarion’s record company commercially released the Post Master as a
19 single, available on iTunes, on November 11, 2014, and is tentatively scheduled to
20 commercially release the Post Master as part of an album entitled *Sex Playlist* in the
21 next few months.

22 146. Mike Free never agreed that Mike Free would not be credited as joint co-
23 composer of the Post Music.

24 147. On information and belief, DJ Mustard has wrongly claimed to have the
25 right to receive more than an undivided fifty percent (50%) interest in the Post
26 Music, or an undivided twenty-five percent (25%) interest in the Post Composition.

27 148. Mike Free has applied for a copyright registration for the Post
28 Composition with the United States Copyright Office (application number 1-

1 1943124902) on December 1, 2014.

2 149. After the Post Master was commercially released, Mike Free became
3 aware that he was not credited as a joint co-writer of the Post Music and not
4 receiving an undivided twenty-five percent (25%) interest in the Post Composition.

5 150. On information and belief, DJ Mustard has claimed more than an
6 undivided twenty-five percent (25%) share of the copyright in the Post Composition.
7 As joint creators of the music of the Post Composition, Mike Free and DJ Mustard
8 own the Post Composition in equal undivided shares of twenty-five percent (25%)
9 each (with the remaining undivided fifty percent [50%] being owned by the writers
10 of the lyrics). On information and belief, DJ Mustard (or DJ Mustard's
11 representatives, agents or assigns) has received from third parties advances, royalties
12 or other monies for the reproduction, performance and/or distribution of the Post
13 Composition in excess of DJ Mustard's equal share with Mike Free (the "Post
14 Composition Royalties").

15 151. As the owner of all of the rights in and to the Post Music, Mike Free
16 therefore brings this action for judgment, declaring his undivided twenty-five
17 percent (25%) ownership of the Post Composition. Mike Free also seeks an
18 accounting of all Post Composition Royalties wrongfully received by or on behalf of
19 DJ Mustard.

20 **FIRST CLAIM FOR RELIEF**

21 **(For Declaratory Relief Against DJ Mustard and Does 1-10)**

22 152. Plaintiffs hereby incorporate the allegations set forth above in
23 paragraphs 1 through 151 above, as though fully set forth herein.

24 153. The Copyright Act (and 28 U.S.C. §2201) empowers this Court to
25 declare the ownership rights of parties in and to musical compositions, and any such
26 declaration shall have the force and effect of a final judgment.

27 154. Mike Free seeks a declaratory judgment that he is the sole composer of
28 the following, without the co-creation or participation of any other party

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1 (collectively, the “Solely Created Music”):

- 2 (a) The My Nigga Music;
- 3 (b) The Show Me Music; and
- 4 (c) The Don’t Tell ‘Em Music.

5 155. Mike Free further seeks a declaratory judgment that he and DJ Mustard
6 jointly composed the following, and are each entitled to an equal, undivided share

7 (collectively, the “Jointly Created Music”):

- 8 (a) The Rack City Music;
- 9 (b) The Paranoid Music;
- 10 (c) The Love Music;
- 11 (d) The IDFWY Music;
- 12 (e) The Party Music; and
- 13 (f) The Post Music.

14 156. Mike Free further seeks a declaration that, by virtue of Mike Free’s
15 authorship of the Solely Created Music and his co-authorship of the Jointly Created
16 Music, Mike Free owns an undivided share of each of the following musical
17 compositions, each as a joint work of the applicable music and lyrics, as follows

18 (collectively, the “Compositions”):

- 19 (a) The Rack City Composition, 25%;
- 20 (b) The Paranoid Composition, 25%;
- 21 (c) The My Nigga Composition, 40%;
- 22 (d) The Love Composition, 25%;
- 23 (e) The Show Me Composition, 20%;
- 24 (f) The Don’t Tell ‘Em Composition, 33%;
- 25 (g) The IDFWY Composition, 25%;
- 26 (h) The Party Composition, 25%; and
- 27 (i) The Post Composition, 25%.

28 157. Defendants have either entirely failed to acknowledge Plaintiff’s

1 ownership or else have only acknowledged ownership of an incorrect, lesser portion
2 of the above Solely Created Music, Jointly Created Music and Compositions. Thus,
3 a judicable controversy exists between Plaintiff and Defendants concerning their
4 respective rights and duties, and is of sufficient immediacy and reality to warrant the
5 issuance of a declaratory judgment.

6 **SECOND CLAIM FOR RELIEF**

7 **(For An Accounting Against DJ Mustard, Schultz and Does 1-10)**

8 158. Plaintiffs hereby incorporate the allegations set forth above in
9 paragraphs 1 through 157 above, as though fully set forth herein.

10 159. By virtue of his ownership of the Copyright in each of the Compositions,
11 Mike Free is entitled to an accounting by DJ Mustard of all revenue received by or
12 on behalf of DJ Mustard in connection with each of the Compositions, pursuant to
13 which Mike Free can determine the money rightfully belonging to him, and
14 wrongfully collected by DJ Mustard (the "DJ Mustard Composition Royalties").

15 160. By virtue of his ownership of the Copyright in the Tell 'Em
16 Composition, Mike Free is entitled to an accounting by Schultz of all revenue
17 received by or on behalf of Schultz in connection with the Don't Tell 'Em
18 Composition, pursuant to which Mike Free can determine the money rightfully
19 belonging to him, and wrongfully collected by Schultz (the "Schultz Composition
20 Royalties").

21 **THIRD CLAIM FOR RELIEF**

22 **(For Breach of Oral Contract Against DJ Mustard and Does 1-10)**

23 161. Plaintiffs hereby incorporate the allegations set forth above in
24 paragraphs 1 through 160 above, as though fully set forth herein.

25 162. Mike Free and DJ Mustard entered into the Oral Agreement in 2009.

26 163. Mike Free did all, or substantially all, of the significant things required
27 by the Oral Agreement, including delivering the Rack City Track to DJ Mustard for
28 placement.

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1 164. All conditions required by the Oral Agreement for DJ Mustard’s
2 performance had occurred.

3 165. DJ Mustard breached the Oral Agreement by failing to credit Mike Free
4 as the co-producer of the Rack City Track and Rack City Master.

5 166. DJ Mustard breached the Oral Agreement by failing to pay Mike Free
6 the appropriate producer advances and producer royalties with respect to the Rack
7 City Track.

8 167. As a result of Defendant’s breaches, Mike Free has been harmed in an
9 amount to be proved at trial.

10 168. There is no adequate remedy at law for Defendant’s failure to properly
11 credit Mike Free as co-producer of the Rack City Track and Rack City Master,
12 entitling Plaintiff to specific performance of the Oral Agreement with respect to
13 such credit.

14 **PRAYER**

15 WHEREFORE, Plaintiffs pray for Judgment as follows:

16 **On the First Claim For Declaratory Relief:**

17 1. For a declaration that Mike Free is the co-creator and co-owner of the
18 Compositions as follows:

- 19 a. The Rack City Composition, 25%;
- 20 b. The Paranoid Composition, 25%;
- 21 c. The My Nigga Composition, 40%;
- 22 d. The Love Composition, 25%;
- 23 e. The Show Me Composition, 20%;
- 24 f. The Don’t Tell ‘Em Composition, 33%;
- 25 g. The IDFWY Composition, 25%;
- 26 h. The Party Composition, 25%; and
- 27 i. The Post Composition, 25%.

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1 **On the Second Claim For An Accounting:**

- 2 1. For an order requiring DJ Mustard to submit to an accounting so that Mike
- 3 Free may determine the amount of money he is owed by virtue of his co-
- 4 ownership of the Copyright in each of the Compositions, which monies were
- 5 wrongfully claimed and collected by or on behalf of DJ Mustard.
- 6 2. For an order requiring Schultz to submit to an accounting so that Mike Free
- 7 may determine the amount of money he is owed by virtue of his co-ownership
- 8 of an equal share of the Copyright in the Don't Tell 'Em Composition, which
- 9 monies were wrongfully claimed and collected by or on behalf of Schultz.
- 10 3. For an order imposing a constructive trust over the DJ Mustard Composition
- 11 Royalties as a result of DJ Mustard's wrongful claim to and collection of the
- 12 DJ Mustard Composition Royalties.
- 13 4. For an order imposing a constructive trust over the Schultz Composition
- 14 Royalties as a result of Schultz's wrongful claim to and collection of the
- 15 Schultz Composition Royalties.

16 **On the Third Claim For Breach of Oral Contract:**

- 17 1. For compensatory damages in an amount equal to all of the Rack City Master
- 18 Royalties. Additionally, for compensatory damages incurred as a result of
- 19 Mike Free failing to be properly credited as the co-producer of the Rack City
- 20 Track and Rack City Master.
- 21 2. For an order directing DJ Mustard to effect proper co-production credit of the
- 22 Rack City Track and Rack City Master prospectively.

23 **On All Claims For Relief:**

- 24 1. For costs of suit and attorneys fees incurred herein, including, without
- 25 limitation, pursuant to 17 U.S.C. § 505;
- 26 2. For prejudgment interest at the legal rate; and
- 27 3. For such other and further relief as the Court deems just and proper.

28 ///

1 DATED: December 1, 2014

ALLEN BOYD

2
3 By: _____ /s/

Robert E. Allen

Attorneys for Plaintiff

MIKELY ADAM p/k/a MIKE FREE

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DEMAND FOR JURY TRIAL

Plaintiff MIKELY ADAM p/k/a MIKE FREE demand a trial by jury of the claims for relief so triable as alleged in this Complaint.

DATED: December 1, 2014

ALLEN BOYD

By: _____ /s/
Robert E. Allen
Attorneys for Plaintiff
MIKELY ADAM p/k/a MIKE FREE

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