

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
VICTOR WILLIS and VICWIL, INC.,

Plaintiffs,

-against-

AFFIDAVIT
11 Civ. 2772 (SAS)(AJP)

CAN'T STOP PRODUCTIONS, INC.,
CAN'T STOP MUSIC, a division of Can't
Stop Productions, Inc.,

Defendants.

-----X

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

STEWART L. LEVY, being duly sworn, deposes and says:

1. I am a member of the firm of Eisenberg Tanchum & Levy, the attorneys for defendants Can't Stop Productions, Inc. and its division, Can't Stop Music.
2. I am fully familiar with the facts set forth in this affidavit.
3. In accordance with Section IV (B) of the Rules and Procedures of the Court, on May 10, 2011, I certify that I sent a letter to plaintiff's counsel, Brian D. Caplan, informing him of defendants' arguments supporting the dismissal of this action in its entirety and requesting that his client withdraw their complaint in order to eliminate the need for this motion. In a letter sent to me dated May 19, 2011 Mr. Caplan denied this request.
4. Annexed hereto as **Exhibit A** is a copy of plaintiffs' complaint in this action.

Exhibit B
/

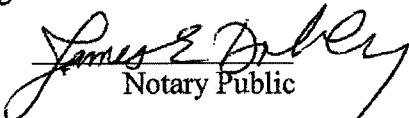
5. Annexed hereto as **Exhibit B** is a copy of the agreement dated June 6, 1977 entered into between Victor Willis and Can't Stop Productions, Inc.
6. Annexed hereto as **Exhibit C** is a copy of the agreement dated June 17, 1977 entered into between Victor Willis and Can't Stop Productions, Inc., as amended by letter dated December 22, 1977.
7. Annexed hereto as **Exhibit D** is a copy of the agreement dated March 20, 1981 entered into between Victor Willis and Can't Stop Productions, Inc.
8. Annexed hereto as **Exhibit E** is one of the nine adaptation agreements referred to in Exhibit B of the complaint and dated between 1977 and February 12, 1979 into which Victor Willis entered with Can't Stop Music, a division of Can't Stop Productions, Inc. In accordance with the Court's rules limiting the number and size of exhibits, and because, as Plaintiff concedes in paragraph 27 of his complaint, all of these agreements are identical except for their dates, the songs involved and the rate of compensation paid, I have attached as a representative sample the adaptation agreement which relates to one of the most prominent songs associated with Village People, which composition is named in paragraph 1 of the complaint: *Y.M.C.A.*
9. Annexed hereto as **Exhibit F** are copies of printouts from the public catalog of the United States Copyright Office showing Scorpio Music, S.A. to be the copyright claimant of four of the songs governed by the adaptation agreements attached hereto as Exhibit E. These four songs, *Y.M.C.A.*, *In the Navy*, *Go West* and *Macho Man* have been selected because they are the musical compositions to which plaintiff refers in paragraph 1 of his complaint.

Exhibit B
2

10. Annexed hereto as **Exhibit G** is the album cover artwork for Village People's album, *Macho Man*, released in 1978.
11. Annexed hereto as **Exhibit H** is the Summary of Findings attached to the audit report conducted on behalf of Victor Willis and dated August 31, 2010.
12. Annexed hereto as **Exhibit I** is the summons (both in French and translated) filed in 1990 by Victor Willis before Le Tribunal de Grande Instance de Paris.
13. Annexed hereto as **Exhibit J** is a stipulation executed by Plaintiffs' counsel reducing to zero (\$0.00) dollars the amount of money sought in the complaint allegedly due to the deduction of "undocumented advances."
14. Annexed hereto as **Exhibit K** is a redacted copy of the sub-publishing agreement between Scorpio Music (Black Scorpio) S.A. and Can't Stop Productions Inc. dated January 1, 2002, as amended on March 1, 2007, which documents are referenced in paragraph 31 of the complaint.


Stewart L. Levy

Sworn to before me this
8th day of June, 2011


Notary Public

JAMES E. DOHERTY
Notary Public, State of New York
No. 02DO5050294
Qualified in New York County
Commission Expires October 10, 2015

Exhibit E

Exhibit B
4

ADAPTATION AGREEMENT

AGREEMENT made and entered into this 8th day of August, 1978.
by and between

CAN'T STOP MUSIC, a Division of
CAN'T STOP PRODUCTIONS, INC.
65 East 55th Street
New York, New York 10022
hereinafter referred to as "Publisher."

-and- Victor Willis

hereinafter referred to as "Adapter."

WITNESSETH:

WHEREAS, Adapter has translated the lyrics of or created new lyrics for certain compositions (the "Foreign Work") which, in its English language version as adapted by Adapter, are titled as set forth on Schedule "A" annexed hereto (the "Adaptation");

NOW THEREFORE, it is agreed:

1. Adapter hereby sells, assigns, transfers and delivers to Publisher, its successors and assigns the Adaptation (including the title and lyrics thereof) and each and every arrangement thereof, together with the worldwide copyright thereof and the right to secure and hold any and all extensions and renewals of such copyright throughout the entire world, together with all of his rights, title and interest, both legal and equitable therein, including but not limited to grand rights, sole and exclusive worldwide publication, mechanical, electrical reproducing, transcription and motion picture and television synchronization rights as well as the right of dramatization, public performance by radio and television and any and all other means, and all other means, and all other rights now known or hereafter to come into existence.

2. Adapter hereby warrants that he has the right to make this agreement; that the Adaptation (including the title and lyrics thereof) is his sole, exclusive and original work; that neither said lyrics nor any part thereof are a copy of any other work and that there exists no adverse claim in and to the Adaptation. Adapter further warrants he has not sold, assigned, leased, licensed or in any other way disposed of, or encumbered the rights herein granted to Publisher; that neither the Adaptation nor any part thereof infringes upon the rights of any person, firm or corporation anywhere in the world. Adapter also warrants and represents that he will indemnify and hold Publisher safe and

harmless against any and all claims, loss or damage (including but not limited to attorneys' fees or otherwise) arising out of, or in connection with any demands, whether oral, written or otherwise, actions or proceedings etc. made upon, or brought against Publisher with respect to the breach of any of the warranties herein contained. None of the foregoing warranties apply to the Foreign Work.

3. In consideration for and in full payment of the rights hereing granted, Publisher hereby agrees to pay the following royalties to the Adapter, with respect to exploitation of the composition, based upon Publisher's gross receipts, less collection fees, if any, with respect to mechanical rights, electrical reproducing, transcription rights and motion picture and television synchronization rights and all other uses (except public performance rights):

Twenty (20%) percent of
 Publisher's gross receipts from sources
 in the United States of America; and
Twenty (20%) percent of
 Publisher's gross receipts earned
 outside the United States
 of America.

4. Publisher agrees that within sixty (60) days after June 30 and December 31 of each year, it will prepare and furnish statements to Adapter, and each such statement shall be accompanied by payment of any and all sums shown to be due thereby.

5. Whenever the term "Adapter" is used herein, it shall be deemed to mean all of the persons named hereinbelow, and any and all royalties herein provided to be paid to Adapter shall be paid jointly to the following person(s); and if there be more than one, shall be divided among them as follows:

NAME AND ADDRESS	SHARE
Victor Willis	100%

6. Adapter hereby authorizes and empowers Publisher to renew, pursuant to law, the copyright of the Adaptation. Such renewal may be in its own name, or in the name of Adapter. In the latter case, Adapter authorizes and empowers Publisher to execute and deliver in the name of Adapter a formal assignment of each renewal copyright to Publisher for its own use and benefit, subject to the payments of royalties as provide.

7. Any legal action brought, or any enforcement of its rights, by Publisher against any alleged infringer of the Adaptation shall be initiated and prosecuted at Publisher's sole expense and its sole discretion including the right to settle same.

8. If a claim, whether oral, written or otherwise, is presented against Publisher alleging that the Adaptation is an infringement upon some other work, or alleging that Adapter did not have the right to grant the rights herein granted and because of such claim the Publisher, in its sole discretion deems itself placed in jeopardy, then the Publisher shall thereupon serve notice upon Adapter containing the full details of such

Exhibit B
 6

claim as then known to Publisher. Thereafter, until the claim has been finally adjudicated or settled by Publisher in its sole discretion, Publisher shall have the right to pay all monies thereafter coming due and payable to Adapter hereunder, in escrow, to any bank or trust company to be held pending the outcome of such claim. Upon the final adjudication or settlement of the claim, the bank or trust company shall disburse all funds held by it in accordance with the equities of the parties.

The foregoing is, however, subject to the following:

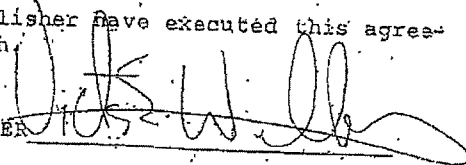
If, upon receipt of written notice by Publisher of the claim or at any time thereafter, Adapter elects to obtain, at his sole expense and in favor of Publisher, a bond acceptable to Publisher, then Publisher shall pay to Adapter, or cause the bank or trust company to pay to Adapter all sums thereafter coming due, without prejudice to any rights Publisher may have, and subject to the amount of the bond. The amount so paid to Adapter shall include, if the sums have been held by a bank or trust company any interest which may have been earned on the escrow fund, but in either event shall be less any and all costs and expenses incurred by Publisher respecting said claim, including attorney's fees.

9. Adapter consents to such changes, editing arrangements and further adaptations as Publisher deems desirable. Adapter further consents to the use of his name and likeness for purposes of trade and otherwise on printed sheet music, folios, jackets of recordings, tapes and tape cartridges, and any and all other similar uses and in connection with publicity and advertising concerning Publisher, its successors, assigns and licensees, and/or the Adaptation and the Foreign Work.


10. Adapter hereby consents to the assignment of this contract or the Adaptation, or the copyright thereof, or any and all of the rights therein by Publisher to any person, firm or corporation whatsoever, subject, however, to the payment of the royalties herein specified.

IN WITNESS WHEREOF, Adapter and Publisher have executed this agreement the day and year first above written.

PUBLISHER:
CAN'T STOP MUSIC, A Division of
CAN'T STOP PRODUCTIONS, INC.

ADAPTER 

ADDRESS 339 W. 85th Street, N.Y.C.

Social Security #  -3358

By: _____

SCHEDULE "A"

"Y.M.C.A." "I'M A CRUISER"

"HOT COP"

"UPS & DOWNS"

"MY ROOMATE"

"THE WOMEN"

UW-

Exhibit B