

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

**BOBBY KENT f/k/a IRA BRANDWEIN
and HOLLBRAND MUSIC PUBLISHERS,
INC.,**

Case No.

Plaintiffs,

vs.

**THE LOS ANGELES LAKERS, INC.
D/B/A THE LOS ANGELES LAKERS**

Defendant.

COMPLAINT FOR COPYRIGHT INFRINGEMENT

Plaintiffs, **BOBBY KENT f/k/a IRA BRANDWEIN (“Kent”) and HOLLBRAND MUSIC PUBLISHERS, INC., a Florida corporation (“Hollbrand”)** (together, the “Plaintiffs”), sue the Defendant, **THE LOS ANGELES LAKERS, INC. D/B/A THE LOS ANGELES LAKERS**, alleging the following:

THE PARTIES

1. Plaintiff, Kent, is a Florida resident, over the age of 18, who engages in business in Miami-Dade and Broward Counties as a music composer and performer. Kent was known as “Ira Brandwein” before legally changing his name to “Bobby Kent”.

2. Plaintiff, Hollbrand, is a Florida corporation that has engaged in business in Miami-Dade and Broward Counties as a music publisher, and which holds the copyrights to certain compositions authored by Kent.

3. Defendant, The Los Angeles Lakers, Inc. d/b/a The Los Angeles Lakers, is a corporation that owns the The Los Angeles Lakers professional basketball franchise within the

National Basketball Association (“NBA”).

JURISDICTION & VENUE

4. Subject matter jurisdiction of this Court is based upon 28 U.S.C. §§ 1331 and 1338(a) in that the controversy arises under the Copyright Act, which is within the exclusive jurisdiction of federal courts pursuant to 28 U.S.C. § 1367. Further, jurisdiction of this Court is proper as the matter in controversy exceeds seventy-five thousand dollars (\$75,000.00) and the Plaintiffs and Defendant are citizens of different states. 28 U.S.C. §§1332(a) and (c)(1).

5. Personal jurisdiction over the Defendant is proper because the Defendant has purposely availed itself of the privilege of conducting activities in the state of Florida, thus invoking the benefit and protection of its laws, by (i) marketing, distributing, selling, or licensing their merchandise to be sold in Florida, (ii) entering into contracts that are consummated and/or performed in Florida, and (iii) conducting a sustained pattern of business in Florida by regularly visiting Miami-Dade County to participate in commercial sporting events against the Miami Heat NBA professional basketball franchise, and benefiting from the revenues generated from such visits.

6. Venue is appropriate in this Court because all parties hereto actively engage in business in Miami-Dade County. Specifically, Kent is a resident of Miami-Dade County and Defendant regularly conducts business in Miami-Dade County, as described in the preceding paragraph.

CONDITIONS PRECEDENT

7. All conditions precedent to bringing this action have occurred, been performed, have been waived or excused, would be futile and are therefore no longer required, or are no

longer applicable.

COMMON ALLEGATIONS TO ALL COUNTS

8. In 1978, Kent was performing as the musical director for the National Football League's San Diego Chargers professional football team. Kent's job was to create and perform music at the Chargers' stadium to hype, excite and/or motivate the fans at San Diego Chargers games. During this time, together with Bernardo M. Hollman ("Hollman"), Kent created and authored an original composition entitled "Stadium Doo Dads" (hereinafter called "Kent's Composition").

9. Beginning in 1980, Kent regularly performed Stadium Doo Dads during the San Diego Chargers home football games.

10. Kent and Hollbrand registered a claim of copyright with United States Copyright Office on or about September 14, 1980, and on or about January 5, 1981 the United States Copyright office issued a Certificate of Registration for "Stadium Doo Dads", which was assigned registration number PA0000100774. A true and correct printout from the United States Copyright Office website reflecting the registration number, ownership of the copyright, and date of creation of the aforementioned copyright is attached hereto as **Exhibit "A"**.

11. From 1980 until 1984, Kent, working as a musical director for the San Diego Chargers, provided a "set list" to the television stations that covered the Chargers broadcasts documenting the public performances of Kent's Composition at the Chargers' games.

12. For a few years after 1984, Kent's former collaborator Hollman continued to serve as musical director for the San Diego Chargers. Hollman also provided a set list to the television stations that covered the Chargers broadcasts documenting the public performances of Kent's Composition at San Diego Chargers games.

13. Beginning in the mid-to-late 1980s, Kent's Composition gained widespread popularity nationwide and became a standard in all stadiums and arenas in which professional and amateur sports Defendants performed. The operative and most commonly known part of Kent's Composition goes "*da da da da da da...CHARGE*"!¹

14. Kent's Composition continues to be immensely popular at the Staples Center (the arena that is home to Defendant), which regularly plays Kent's Composition during each game, often multiple times during the same game.

15. Kent's Composition is regularly broadcasted both at the Staples Center, at which Los Angeles Lakers games take place, and also as part of the radio and/or television broadcast aired and distributed by the broadcast networks licensed to broadcast the sporting events.

16. Defendant has publicly performed Kent's Composition on multiple occasions.

17. In between May and June 2010, the Plaintiffs put the Defendant on notice that its public performance of Kent's Composition violated the Plaintiffs' copyright, and that pursuant to 17 U.S.C. §§504 and 505, it was liable for statutory damages of \$150,000.00 per unauthorized use, plus attorney's fees.

18. The Los Angeles Lakers acknowledged their use of Kent's Composition and agreed to pay Three Thousand Dollars (\$3,000.00) to the Plaintiffs in exchange for a one year license to publicly perform Kent's Composition, as set forth in the license attached herein as **Exhibit "B"**.

19. At no time did the Plaintiffs ever grant the Defendant the right to commercially exploit and/or publicly perform Kent's Composition without a license.

20. On or about March 4, 2012 at 5:06 p.m. EST during the professional basketball

¹ Kent did not include the word "Charge" in his composition; it was adopted by fans at stadiums where Kent's Composition was played.

game against the Miami Heat that was broadcast on ABC, Defendant played Kent's Composition.

21. As a result, upon information and belief, Defendant has willfully and intentionally ignored Plaintiffs' 2010 notice that Defendant was liable for statutory damages of \$150,000.00 per unauthorized use of Kent's Composition, plus attorney's fees, and has continued to play Kent's Composition in violation of Plaintiffs' copyright.

COUNT I:
COPYRIGHT INFRINGEMENT AGAINST ALL DEFENDANTS

Plaintiffs readopt and reallege the allegations contained in paragraph 1 through 21 as if fully stated herein.

22. This is an action for copyright infringement.

23. Upon information and belief, Defendant has willfully and intentionally infringed the statutory copyright in Kent's Composition by publicly performing Kent's Composition without being authorized to do so.

24. Defendant has actual knowledge of its infringements, because it was put on notice of the Plaintiffs' copyright in the Kent Composition, yet it continued to publicly perform Kent's Composition without the Plaintiffs' authorization and without a license to perform the copyrighted work. For these reasons, Defendant is a willful and deliberate infringer.

25. Attached as **Exhibit "C"** is a letter to the Defendant, which notified Defendant that Kent's Composition was a copyrighted work, that the Plaintiffs terminated their relationship with the American Society of Composers, Authors and Publishers ("ASCAP"), and that going forward the infringing party would be required to purchase a license from the Plaintiffs to continue to publicly perform the Kent Composition.

26. The letters also enclosed a CD with a sound recording of Kent's Composition.

27. Despite having been put on notice that it was infringing on the Plaintiffs' copyright, Defendant continued to publicly perform the Kent Composition without having obtained a license to do so.

28. As a result of the foregoing facts, Defendant's infringement of Plaintiffs' copyright is willful and continuous.

29. Plaintiffs have been damaged and will continue to be damaged as a result of Defendant's willful and continuous infringement.

WHEREFORE, Plaintiffs, Kent and Hollbrand, respectfully request the following relief:

(A) that the Defendant and its respective agents, representatives, and employees be immediately, and preliminarily and permanently enjoined from infringing upon the Plaintiffs' statutory copyright in any manner, including, but not limited to, any public performance of the Kent Composition;

(B) that the Defendant be required to pay statutory damages of \$150,000.00 pursuant to 17 U.S.C. §504 for each and every unauthorized public performance of the Kent Composition; and

(C) that the Defendant be required to pay the Plaintiffs' reasonable attorney's fees and reasonable costs pursuant to 17 U.S.C. §505, and for such further relief as this Court deems just and appropriate.

JURY TRIAL

Plaintiff demands a Jury Trial of all issues.

Dated: March 14, 2012

s/Richard C. Wolfe
Richard C. Wolfe