

JUDGE BAER

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CHRISTOPHER ROBERT LIGGIO,

Plaintiff,

against

11 CIV 6577

COMPLAINT

**ENTERTAINMENT ONE US, LP,
JOSEPH GUILLERMO JONES II
P/K/A JIM JONES, SALLY
RUTH ESTHER, INC., UNIVERSAL
MUSIC PUBLISHING, SONGS OF UNIVERSAL,
INC., DEREK LAMONT COLEMAN,
SHEQUOIA DOUGLAS, P/K/A
ASHANTI AND POOKIETOOTS, LLC,**

Defendants.



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Plaintiff, Christopher Robert Liggio, by his attorneys, Shukat Arrow Hafer Weber & Herbsman, LLP, alleges for his complaint, upon knowledge and belief as to his own acts and upon information and belief as to the acts of all others, as follows:

1. Plaintiff Christopher Robert Liggio ("Liggio") is a citizen and resident of the State of New York, County of Westchester.
2. On information and belief, Defendant Entertainment One US, LP ("E1"), is a limited partnership formed in accordance with the laws of the State of New York and with its principal place of business at 22 Harbor Drive, Port Washington, NY 11050.

3. On information and belief, Defendant Jones is an individual who is a citizen or resident residing at 23-07 Ward Street, Fair Lawn, New Jersey 07410.

4. On information and belief, Sally Ruth Esther Publishing, Inc. is Defendant Jones' publishing company and is a corporation with its principal place of business at 23-07 Ward Street, Fair Lawn, New Jersey 07410.

5. On information and belief, Defendant Songs of Universal, Inc., is a limited corporation formed in accordance with the laws of the State of California and with its principal place of business at 2100 Colorado Avenue, Santa Monica, CA 90404.

6. On information and belief, Defendant Universal Music Publishing is a California entity with its principal place of business at 2100 Colorado Avenue, Santa Monica, CA 90404.

7. On information and belief, Defendant Derek Lamont Coleman is an individual who is a citizen or resident of the State of New York.

8. On information and belief, Defendant Shequoia Douglas, P/K/A Ashanti is an individual who is a citizen or resident residing at 15 Remsen Avenue, Roslyn, New York 11576.

9. On information and belief, Defendant Pookietoots, LLC, is Ashanti's publishing company, and is a limited liability corporation formed in accordance with the laws of the State of New York and with its principal place of business at 15 Remsen Avenue, Roslyn, New York 11576.

BACKGROUND FACTS

10. Liggió is an acclaimed producer and writer of numerous hip hop, rhythm and blues and pop songs. He has worked with platinum selling artists such as Jay Z, Ludacris, Mary J. Blige and others.

11. In or about 2007 Liggió wrote a musical composition and produced and recorded a track embodying such musical composition, which have been registered in the United States Copyright Office under the title "Changing The Locks/Disco Rabbit" (respectively, the "Liggió Copyrighted Composition" and the "Liggió Copyrighted Sound Recording").

12. In or about April, 2011, Defendants Jones and E1 released an album entitled CAPO (the "Album"). The Album contained a track (the "Infringing Sound Recording") embodying a musical composition entitled "Changing the Locks" (the "Infringing Composition").

13. The Infringing Sound Recording consists of the Liggió Copyrighted Sound Recording and the Liggió Copyrighted Composition with the original vocal tracks removed and substituted with Jones' rap and Ashanti's vocals.

14. A copy of the Infringing Sound Recording embodying the Infringing Composition and the Liggió Copyrighted Sound Recording embodying the Liggió Copyrighted Composition are attached as Exhibits A and B respectively.

15. The Infringing Composition and the Infringing Sound Recording were both created without obtaining any permission or authorization from Liggió.

16. This action is brought, and subject matter jurisdiction lies within this Court, pursuant to 28 U.S.C. Sections 1331 and 1338. This Court has federal question jurisdiction in this matter in that Plaintiff seeks damages and permanent injunctive relief against the Defendants named herein under Sections 501 through 505 of the Copyright Act of 1976, 17 U.S.C. § 101 et seq. The Court has pendant jurisdiction over any claims asserted herein which arise under state law, including, without limitation, claims seeking imposition of a constructive trust and performance of an accounting, in that such claims flow from a common nucleus of operative facts.

17. Venue lies within this Court pursuant to 28 U.S.C. Sections 1391(b)(1)-(3), 1391(c), 1391(d), and 1400(a) in that Plaintiff resides in this venue and all Defendants are subject to personal jurisdiction in this District, and that the infringing conduct giving rise to Plaintiff's claims occurred in the Southern District of New York.

18. In or about 2007, Plaintiff created, composed, authored, and wrote the Liggio Copyrighted Composition, which consists wholly of original material and was and is copyrightable matter under the law of the United States. A claim of copyright in the Liggio Copyrighted Composition was registered and recorded with the United States Copyright Office. A true and correct copy of PAu 3-562-918 is attached, hereto as Exhibit C.

19. In 2007, Plaintiff recorded the Liggio Copyrighted Sound Recording. A claim of copyright in the Liggio Copyrighted Sound Recording was registered and

recorded in the United States Copyright office. A true and correct copy of SRu 1-025-682 is annexed hereto as Exhibit D.

20. From the date of creation through the date of registration, Plaintiff has complied in all respects with the Copyright Act of 1976 and all other laws governing copyright with respect to the above-referenced copyrights.

21. Defendants never sought or obtained Plaintiffs' permission to copy, duplicate, perform, or otherwise use the Liggio Copyrighted Composition., Defendants never sought or obtained Plaintiff's permission to copy, duplicate, perform, or otherwise use the Liggio Copyrighted Sound Recording.

22. In or about April, 2011 Defendants E1 and Jones, without the authorization or approval of Plaintiff, reproduced the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording on the Album “, Defendants E1 and Jones have distributed infringing copies of the Album throughout the United States.

23. Defendants' E1's and Jones' infringing acts were willful, deliberate, and committed with prior notice and knowledge of Plaintiffs copyright. Such willful conduct is acknowledged in the liner notes which actually gave credit to Liggio as the co-author of the Infringing Composition and the producer of the Infringing Sound Recording (a copy of the liner notes are annexed as Exhibit E).

24. On information and belief, Defendant Sally Ruth Esther, Inc. is a co-publisher of the Infringing Composition.

25. On information and belief, Defendant Songs of Universal, Inc. is a co-publisher of the Infringing Composition.

26. On information and belief, Defendant Pookietoots, LLC is a co-publisher of the Infringing Composition.

27. On information and belief, Defendant Derek Lamont Coleman is a co-writer of the Infringing Composition.

28. On information and belief, Defendant Shequoia Douglas p/k/a Ashanti is a co-writer of the Infringing Composition.

29. On information and belief, Defendant Universal Music Publishing is a co-publisher of the Infringing Composition.

30. On information and belief, each and all of the Defendants earned and received valuable benefits and consideration from their copying and use of the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording in the Infringing Composition and the Infringing Sound Recording.

**FIRST CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT OF THE
LIGGIO COPYRIGHTED COMPOSITION
AGAINST ALL DEFENDANTS**

31. Plaintiffs incorporate by reference as if set forth in full herein the allegations of Paragraph 1 through 30 of this Complaint.

32. Plaintiff is, and at all material times hereto has been, the owner of the copyright in the Liggio Copyrighted Composition and is entitled and authorized to protect the Liggio Copyrighted Composition against copyright infringement, including the enforcement of copyright actions. Plaintiff secured the exclusive

rights under 17 U.S.C. Section 106, among others, to reproduce the Liggio Copyrighted Composition in copies or phonorecords, and to prepare derivative works based upon the Liggio Copyrighted Composition.

33. On information and belief, Defendants infringed Plaintiff's copyright in the Liggio Copyrighted Composition, including by copying, reproducing, preparing and distributing unauthorized copies of the Liggio Copyrighted Composition and causing the same to be publicly distributed via sales of the Infringing Sound Recording embodying the Infringing Composition at retail stores, on the internet, by digital download and otherwise, including, but not limited to, in the Southern District of New York.

34. Plaintiff did not authorize Defendants to copy, reproduce, perform, or use the Liggio Copyrighted Composition. Defendants did not seek or obtain any permission, consent, or license from Plaintiff for the copying, reproduction, performance, or use of the Liggio Copyrighted Composition.

35. Defendants' infringing acts alleged herein were willful, deliberate, and committed with prior notice and knowledge of Plaintiff's copyright in the Liggio Copyrighted Composition. At a minimum, Defendants acted in reckless disregard of Plaintiff's copyright in the Liggio Copyrighted Composition.

36. As a result of their actions, Defendants are liable to Plaintiff for willful copyright infringement under 17 U.S.C. Section 501. Plaintiff suffered, and will continue to suffer, losses in an amount not yet ascertained, but which will be determined according to proof. In addition to Plaintiff's actual damages, Plaintiff is

entitled to receive the profits made by Defendants from their wrongful acts, pursuant to 17 U.S.C. Section 504. In the alternative, Plaintiff is entitled to statutory damages, pursuant to 17 U.S.C. Section 504(c), which should be enhanced by 17 U.S.C. Section 504(c)(2) because of Defendants' willful copyright infringement.

37. Plaintiffs also are entitled to recover their attorneys' fees and costs of suit under 17 U.S.C. Section 505.

**SECOND CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT OF THE LIGGIO
COPYRIGHTED SOUND RECORDING AGAINST
DEFENDANTS ENTERTAINMENT ONE US, LP AND JIM JONES**

38. Plaintiffs incorporate by reference as if set forth in full herein the allegations of Paragraph 1 through 37 of this Complaint.

39. Plaintiff is, and at all material times hereto has been, the owner of the copyright in the Liggio Copyrighted Sound Recording and is entitled and authorized to protect the Liggio Copyrighted Sound Recording against copyright infringement, including the enforcement of copyright actions. Plaintiff secured the exclusive rights under 17 U.S.C. Section 106, among others, to reproduce the Liggio Copyrighted Sound Recording in copies or phonorecords, and to prepare derivative works based upon the Liggio Copyrighted Sound Recording.

40. On information and belief, Defendants infringed the Liggio Copyrighted Sound Recording, including by copying, reproducing, preparing and distributing unauthorized copies of the Liggio Copyrighted Sound Recording and causing the same to be publicly distributed via sales of the Infringing Sound

Recording at retail stores, on the internet, by digital download and otherwise, including, but not limited to, in the Southern District of New York.

41. Plaintiff did not authorize Defendants to copy, reproduce, perform, or use the Liggio Copyrighted Sound Recording. Defendants did not seek or obtain any permission, consent, or license from Plaintiff for the copying, reproduction, performance, or use of the Liggio Copyrighted Sound Recording.

42. Defendants' infringing acts alleged herein were willful, deliberate, and committed with prior notice and knowledge of Plaintiffs copyright in the Liggio Copyrighted Sound Recording. At a minimum, Defendants acted in reckless disregard of Plaintiff's copyright in the Liggio Copyrighted Sound Recording.

43. As a result of their actions, Defendants are liable to Plaintiff for willful copyright infringement under 17 U.S.C. Section 501. Plaintiff suffered, and will continue to suffer, losses in an amount not yet ascertained, but which will be determined according to proof. In addition to Plaintiffs actual damages, Plaintiff is entitled to receive the profits made by Defendants from their wrongful acts, pursuant to 17 U.S.C. Section 504. In the alternative, Plaintiff is entitled to statutory damages, pursuant to 17 U.S.C. Section 504(c), which should be enhanced by 17 U.S.C. Section 504(c)(2) because of Defendants' willful copyright infringement.

44. Plaintiffs also are entitled to recover their attorneys' fees and costs of suit under 17 U.S.C. Section 505.

**THIRD CLAIM FOR RELIEF
(CONSTRUCTIVE TRUST)
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

45. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraph 1 through 44 of this Complaint.

46. By virtue of their wrongful conduct, Defendants illegally received money and profits that rightfully belonged to Plaintiff.

47. Defendants are therefore involuntary trustees, holding the gross receipts from their product sales and revenues to the extent attributable to the use of the Liggio Copyrighted Sound Recording in the Infringing Sound Recording and the use of the Liggio Copyrighted Composition in the Infringing Composition and therefore attributable to the infringement of Plaintiff's copyrights therein.

Defendants hold such moneys and funds on behalf of and subject to a first and prior lien against all others and in favor of Plaintiff. On information and belief, Defendants hold this illegally received money and profits in the form of bank account, real property, and personal property that can be located and traced.

48. Plaintiff is entitled to the remedy of a constructive trust in view of Defendants' wrongful infringement of Plaintiff's copyrights in the Liggio Copyrighted Sound Recording and the Liggio Copyrighted Composition.

**FOURTH CLAIM FOR RELIEF
(FOR AN ACCOUNTING)
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

49. Plaintiff incorporates by reference as if set forth in full herein the allegations of Paragraph 1 through 48 of this Complaint.

50. Under 17 U.S.C. Section 504, Plaintiff may recover any and all profits of Defendants that are attributable to their acts of infringement.

51. A balance is due from Defendants, and each of them, to Plaintiff for misappropriation of profits and gross receipts arising from or attributable to Defendants' copying, reproduction, performance, and use of the Liggio Copyrighted Composition "in the Infringing Composition and use of the Liggio Copyrighted Sound Recording in the Infringing Sound Recording and consequent violation and infringement of Plaintiffs copyrights in the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording.

52. The exact amount of money due from Defendants is unknown to Plaintiff and can only be ascertained through an accounting. Plaintiff seeks an order from this Court directing Defendants to provide Plaintiff with an accounting and payment of the amount due as a result of the accounting, plus interest.

WHEREFORE, Plaintiff respectfully requests judgment against Defendants, and each of them, jointly and severally, as follows:

1. That the Court enter judgment against Defendants, and each of them, that Defendants have:

- a. infringed Plaintiffs rights in the copyright in the Liggio Copyrighted Composition under 17 U.S.C. Section 501, and that the infringement by Defendants, and each of them, was willful; and

b. Infringed Plaintiff's rights in the copyright in the Liggio Copyrighted Sound Recording under 17 U.S.C. Section 501, and that the infringement by Defendants, and each of them, was willful.

2. For the damages suffered by Plaintiff as a result of the infringement complained of herein, as well as disgorgement of any profits of Defendants attributable to their infringement, including the value of all gains, profits, advantages, benefits, and consideration derived by Defendants from and as a result of their infringement of Plaintiff's copyright in the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording ;

3. In the alternative, if Plaintiffs so elect, in lieu of recovery of their actual damages and Defendants' profits, for a 17 U.S.C. Section 504(c) award of statutory damages against Defendants, or any of them, for all copyright infringements (willful or otherwise) involved in this action as to each work in question, including, but not limited to, the amount of \$150,000 for the infringing use of the Liggio Copyrighted Composition and \$150,000 for the infringing use of the Liggio Copyrighted Sound Recording.

4. That Defendants, and each of them, and each of their respective officers, agents, and employees, and all persons acting in concert with them, be enjoined permanently thereafter, from infringing the copyrights in the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording in any manner and from distributing, selling, advertising, broadcasting, publishing or

communicating, in the United States or elsewhere, any visual or sound recordings (including those identified in this Complaint) infringing the copyrights in the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording;

5. That the Court enters an order pursuant to 15 U.S.C. Sections 503 and 509 mandating the impounding of all infringing copies of the Infringing Composition and the Infringing Sound Recording and any other materials prepared by Defendants containing any copies of the Infringing Composition and the Infringing Sound Recording or any portions thereof;

6. That the Court declares, adjudges, and decrees that Defendants, and each of them, have been and are involuntary and constructive trustees, holding the gross receipts from the aforesaid production, broadcast, distribution, sale, or other exploitation of the Infringing Composition and the Infringing Sound Recording or Defendants' misuse of the protectable interests of Plaintiff in the Liggio Copyrighted Composition and the Liggio Copyrighted Sound Recording and that Defendants, and each of them, hold all such monies and funds on behalf of and subject to a first and prior lien against all others and in favor of Plaintiff;

7. That Defendants, and each of them, be required to account for and pay over to Plaintiff all gains and profits derived by Defendants, and each of them, from or attributable to production, broadcasting, licensing, distribution, sale, or other exploitation of the Infringing Composition and the Infringing Sound Recording or any other uses of all or part of the Liggio Copyrighted Composition or the Liggio

Copyrighted Sound Recording made or authorized by Defendants, or any of them, in any format, media, or market”

8. For reasonable attorney fees and costs of suit incurred herein; and

9. For such other and further relief in favor of Plaintiff as the Court deems just and proper.

Dated: New York, New York
September 20, 2011

SHUNAT ARROW HAFFER WEBER
& HERBSMAN, LLP

By: 

Dorothy M. Weber (DW 4734)

111 West 57th Street

Suite 1120

New York, New York 10019

212-245-4580

Attorneys for Plaintiff,

Christopher Robert Liggio

EXHIBIT A

EXHIBIT B

EXHIBIT C

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PAu 3-562-918

Effective date of
registration:

June 29, 2011

Title

Title of Work: Changing The Locks / Disco Rabbit

Completion/Publication

Year of Completion: 2007

Author

Author: Christopher Robert Liggio, dba Chris Liggio

Author Created: music, musical arrangement

Citizen of: United States

Domiciled in: United States

Year Born: 1974

Copyright claimant

Copyright Claimant: Christopher Robert Liggio

37 Dalewood Drive, Hartsdale, NY, 10530, United States

Rights and Permissions

Organization Name: Kung Fu Disco, Inc.

Name: Chris Robert Liggio

Email: chris.liggio@mac.com

Telephone: 914-318-1629

Address: 37 Dalewood Drive

Hartsdale, NY 10530 United States

Certification

Name: Chris Liggio

Date: June 29, 2011

Correspondence: Yes

EXHIBIT D

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maura A. Pallante

Register of Copyrights, United States of America

Registration Number
SRu 1-025-682

Effective date of registration:
June 2, 2011

Title

Title of Work: Disco Rabbit/Changing The Locks

Completion/Publication

Year of Completion: 2007

Author

▪ **Author:** Christopher Robert Liggio, dba Chris Liggio

Author Created: sound recording, performance, production

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Year Born: 1974

Copyright claimant

Copyright Claimant: Christopher Robert Liggio

37 Dalewood Drive, Hartsdale, NY, 10530, United States

Rights and Permissions

Organization Name: Kung Fu Disco, Inc.

Name: Chris Robert Liggio

Email: chris.liggio@mac.com

Telephone: 914-318-1629

Address: 37 Dalewood Drive

Hartsdale, NY 10530 United States

Certification

Name: Chris Liggio

Date: June 2, 2011

Correspondence: Yes

EXHIBIT E

