

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA,
NORTHERN DIVISION**

GEORGE CLINTON

Plaintiff,

v.

**ARMEN BOLADIAN;
BRIDGEPORT MUSIC, INC.;
WESTBOUND RECORDS, INC.;
NINE RECORDS, INC.,
SOUTHFIELD MUSIC, INC.; and
EASTBOUND RECORDS, INC.**

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff George Clinton, (“George Clinton” or “Clinton”) through undersigned counsel, files these claims against Defendants Armen Boladian (“Boladian”), Bridgeport Music, Inc. (“Bridgeport”), Westbound Records, Inc. (“Westbound”), Nine Records, Inc. (“Nine Records”), Southfield Music, Inc. (“Southfield”), and Eastbound Records, Inc. (“Eastbound”) (together, “Defendant Business Entities”) (Defendant Business Entities collectively with Boladian, “Defendants”), stating as follows:

INTRODUCTION

1. GRAMMY award-winning singer, songwriter, record producer, bandleader, and visionary George Clinton (“Clinton”) is one of the most influential artists alive today. An American icon, his works have been and are celebrated across the globe.

2. In 2019 Clinton received the GRAMMY Lifetime Achievement Award at the GRAMMY Salute to Music Legends.

3. After launching his career in the 1960s, Clinton authored and recorded thousands of songs and sound recordings while painstakingly building one of the richest and most sampled music catalogs¹ (“catalog”) in United States history.

4. Clinton achieved his first top ten hit with his doo-wop and R&B band, The Parliaments, after the release of their record, “(I Just Wanna) Testify” in 1967.

5. His songs “Flashlight”, of the Parliament album (1977); “Mothership Connection (Star Child)”, of the Parliament album (1975); “I’d Rather Be With You” of the Bootsy’s Rubber Band album (1976); “(Not Just) Knee Deep” of the Funkadelic album (1979); and “Atomic Dog” of the George Clinton album (1982) are some of the most sampled songs in United States History.

6. Following his initial worldwide success in 1967, Defendants developed a decades long scheme to defraud Clinton and successful artists like Clinton. This scheme

¹ A music catalog is a collection of songs (i.e., a list of musical compositions) and sound recordings originating from the same creator.

involved (1) seeking out Clinton and developing a business relationship with the young new artist, (2) fraudulently acquiring rights to Clinton's catalog, (3) adding fictitious songwriters to dilute Clinton's share in songwriters royalties that BMI would typically allocate to songwriters, (4) collecting royalties² from Clinton's catalog while fraudulently denying Clinton tens of millions of dollars of royalties³ to which he is owed, (5) signing agreements on behalf of Clinton without his knowledge or express consent and retaining millions of dollars in licensing fees, royalties, and monies, (6) failing to provide the required accounting of royalties owed to Clinton per industry standard⁴, and (7) suing other producers and artists who sample songs to which Defendants fraudulently acquired rights.

7. As part of this scheme, Defendants fraudulently obtained the copyrights to approximately 90% of Clinton's catalog.

² Royalties are monies generated from the licensing and copyright of songs and recordings. These monies serve as a primary form of payment for musicians, who are typically the asset owner of the right to use their music.

³ Music royalties are compensatory payments received by rights holders (songwriters, composers, recording artists, and their respective representatives) in exchange for the licensed use of their music.

⁴ Under common industry standard Plaintiff should receive accounting twice a year and then within 90 days of each accounting, Plaintiff would receive royalty payment.

8. Defendants have repeatedly violated industry standards by failing to provide accounting reports of the royalties collected from songs in Clinton's catalog registered with BMI and ASCAP⁵.

9. To this day, Defendants continue to unlawfully copy, sell, license, and distribute George Clinton's music and image, in violation of Federal and State laws, as set forth in detail below. Clinton has suffered and continues to suffer significant economic injury as a result of Defendants wrongful conduct and seeks redress before this Honorable Court.

PARTIES

10. Plaintiff Clinton is an individual residing in the State of Florida.

11. Defendant Armen Boladian is an individual, residing in the State of Michigan. Boladian is the sole owner of several entertainment companies, including but not limited to, Bridgeport Music, Inc., Westbound Records, Inc., Nine Records, Inc., Southfield Music, Inc., and Eastbound Records, Inc.

12. Defendant Bridgeport Music, Inc. is a Michigan corporation. Its principal office is located in West Bloomfield, Michigan. Bridgeport is owned and operated by Defendant Boladian who is the President, Director, and Treasurer.

⁵ BMI (Broadcast Music, Inc) and ASCAP (American Society of Composers, Authors and Publishers) are Performing Rights Organizations that represent songwriters, composers, and music publishers that collect performance royalties.

13. Defendant Westbound Records, Inc. is a Michigan corporation. Its principal office is also located in West Bloomfield, Michigan. Westbound is owned and operated by Defendant Boladian who is the President, Director, and Treasurer.

14. Defendant Nine Records, Inc. is a Michigan corporation. Its principal office is also located in West Bloomfield, Michigan. Nine Records is owned and operated by Defendant Boladian who is the President, Director, and Treasurer.

15. Defendant Southfield Music, Inc. is a Michigan corporation. Its principal office is also located in West Bloomfield, Michigan. Southfield is owned and operated by Defendant Armen Boladian who is the President, Director, and Treasurer.

16. Defendant Eastbound Records, Inc. is a Michigan corporation. Its principal office is located in West Bloomfield Michigan. Eastbound is owned and operated by Defendant Armen Boladian who is the President, Director, and Treasurer.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because Defendants are citizens of a state other than the state in which Plaintiff is a citizen.

18. The Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) in that this action concerns a federal question regarding copyright law.

19. This Court has specific personal jurisdiction over the Defendants because Defendants committed and continue to commit tortious acts within the State of Florida under Fla. Stat. Ann. § 48.193(1)(a)(2).

20. This Court has supplemental jurisdiction under 28 U.S.C. §1367(a) over Plaintiff's state law claims because all claims alleged herein form part of the same case or controversy.

21. Further, Defendants have purposefully availed themselves of the privileges of conducting activities within the State of Florida by transacting business within the State; committing tortious acts within the State; committing the actions alleged in this lawsuit directed at Clinton, an individual residing in the State; and deriving substantial revenue from their deliberate course of conduct targeting the State of Florida. Defendants continue these actions today. As such Defendants are subject to personal jurisdiction here.

22. Venue in this District is proper under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims alleged herein occurred in this District.

FACTUAL ALLEGATIONS

A. Clinton: Artist, Icon, Pioneer of Funk, and the Hip-Hop Godfather.

23. Clinton is an iconic musician, singer, songwriter, record producer, and bandleader, and is recognized as one of the foremost pioneers of Funk music.

24. Clinton was inducted into the Rock and Roll Hall of Fame in 1997 and awarded the GRAMMY's Lifetime Achievement Award at the 2019 GRAMMY Salute to Music Legends.

25. As a testament to his musical genius, he is one of the most sampled artists in music history (earning him the title of the Godfather of Hip-Hop). His works, including but not limited to, "Atomic Dog," "Flash Light," "P.Funk (Wants to Get Funked Up)," "The Motor Booty Affair," "Aquaboogie," "Give Up The Funk," "Mothership Connection," "Sir Nose D'Voidoffunk" and "Big Bang Theory" have been heavily sampled by artists across numerous musical genres.

26. In 1968, recognizing social change and the growth of Rock and Roll, Clinton created a new Black rock band known as "Funkadelic".

27. By the late 1970s, Clinton's artistic genius and revolutionizing inspiration earned him "superstar" status. He was releasing four to six albums per year through major record labels, producing multiple side acts in addition to his two main acts, Parliament and Funkadelic, all while touring nonstop at stadium capacity, with a wildly elaborate stage production.

28. In 1973, Clinton created a new act – "Parliament", which was later combined with Funkadelic in early 1975. The combination was hugely successful, releasing 3-4 albums per year with chart topping hits and touring nonstop to sold-out crowds at stadium capacity with a large market of devoted fans.

B. Defendant Boladian Successfully Schemes to Defraud Clinton.

29. According to information and belief, Defendant Boladian expressed his views that Black artists lacked the education and intelligence to understand issues such as copyright infringement and legal proceedings - accordingly, he felt emboldened and entitled to defraud artists like Clinton.

30. From 1968 through 1975, and 1981 through 1990, Boladian was Clinton's business partner, publishing administrator, financial consultant, and agent.

31. Boladian formed Defendant Bridgeport Music, Inc., in 1969 "[t]o engage in the business of publishing music."⁶

32. Boladian further created entertainment companies Westbound in 1969 and Nine Records, Southfield, and Eastbound in 1973.

33. Boladian is the sole owner and proprietor of each of his entertainment companies including Defendant Business Entities. As the President, Director, and Treasurer, he functions as the sole decision maker for Bridgeport, Westbound, Nine Records, Southfield, and Eastbound, including but not limited to day-to-day business operations, matters of corporate governance and financial decisions.

⁶ As set forth in Bridgeport's articles of incorporation.

34. Upon information and belief, the Defendant Business Entities are a “one-man” operation, run solely by Armen Boladian. The Defendant Business Entities employ little to no staff and have no assets other than copyrights.⁷

35. Boladian is known throughout the music industry as a “copyright troll⁸,” meaning that he collects copyrights to various catalogs, holds on to the rights, then files lawsuits to get money from producers and musicians who sample⁹ the songs he looted the rights to (despite how miniscule the sampling may be).

36. As a copyright troll, Defendants did not need to employ any staff or serve any function other than to assert copyright infringement claims for musical works that they fraudulently acquired and to maintain their only assets which comprise this portfolio of copyrighted musical works.

37. After decades of employing his copyright scheme, Boladian has earned a reputation for exploiting young, gifted artists by utilizing his industry knowledge to financially benefit from the illegal sampling and distribution from the work of said artists.

⁷Tim Wu, *Jay-Z Versus the Sample Troll*, Slate, November 16, 2006, <https://slate.com/culture/2006/11/the-shady-one-man-corporation-that-s-destroying-hip-hop.html>.

⁸ *See Id.* (“Similar to its cousins the patent trolls, Bridgeport and companies like it hold portfolios of old rights (sometimes accumulated in dubious fashion) and use lawsuits to extort money from successful music artists for routine sampling, no matter how minimal or unnoticeable...”)

⁹ Sampling is a technique in which an artist takes a piece of a song, and then alters, mutates, or distorts it to create a new song.

38. Boladian has filed several lawsuits against artists based on their improper and illegal sampling of Clinton's music, including Clinton himself for sampling his own work. For example, in *Bridgeport Music, Inc. v. IIC Music*, 202 F.R.D. 229 (M.D. Tenn. 2001), Bridgeport sued nearly 800 artist-defendants seeking monetary damages and other relief for sampling Clinton's music. Interestingly, Clinton, the rightful owner of said catalog, has never been included as a plaintiff in these lawsuits nor has he received any portion of the millions secured by Boladian.

39. In addition to his sampling schemes, Boladian relied on a multitude of deceptive plots to hoard royalties and steal masters from Clinton and other Black artists. These stolen, intangible assets and copyrighted materials are Defendants only business assets.

C. Boladian Exceeds His Authority as An Agent of Clinton to Fraudulently Acquire Rights to Clinton's Catalog.

40. Over the course of Clinton's decades long relationship with Boladian, Boladian acted in various roles including as publisher, publishing administrator, financial consultant, and agent. In this capacity, Boladian had a duty to manage the copyrights to Clinton's catalog, register Clinton's songs with the proper entities, and collect royalties generated by Clinton's songs—without retaining any ownership or control over the songs he was administering on Clinton's behalf. Defendants had a duty to collect royalties, fees, and monies; provide an accurate accounting of such royalties; and pay Clinton his

rightful share of the royalties. Instead, Defendants have consistently withheld millions of dollars in royalties, monies, and fees that are rightfully owned by Clinton.

41. Defendants failed to properly act as Clinton's agent by engaging in abusive, deceptive, and fraudulent practices targeted at Clinton with the sole purpose of stealing and misappropriating funds and assets from George Clinton and capitalizing on his success. For instance, Boladian induced Clinton into signing blank and boiler plate agreements under the false and repeated affirmative representations to Clinton that he would handle those contractual agreements in accordance with Clinton's business interests.

42. Boladian frequently exceeded his agent authority and used Clinton's signature on blank and boiler plate agreements to grant Defendants rights to Clinton's catalog.

43. Boladian frequently executed contracts regarding Clinton's catalog with record companies and other third parties on behalf of Clinton, without Clinton's knowledge, his explicit or implied consent, or any actual authority from Clinton.

44. Long after Clinton ended his business relationship with Defendants, Boladian continued to hold himself out as the publisher, administrator, and representative of Clinton in front of record companies and other third parties and promised either through contract or by common industry practice and standards to provide accounting, writer's credit, mechanical royalties, songwriter's royalties, and other royalties to Clinton.

45. Upon information and belief, between 1982 and 1985, Defendants fabricated multiple versions of an agreement assigning themselves, with each new version, additional rights and shares of Clinton's catalog.

46. These fraudulent agreements increased Defendant's shares in the royalties, while diverting profits from the catalog to Defendants and decreasing Clinton's assets and profits.

47. Boladian systematically and intentionally failed and fails to inform Clinton of numerous contractual agreements which he has executed, ostensibly on Clinton's behalf, in excess of his authority and/ or without Clinton's knowledge and consent, and for which Defendants have been the wrongful recipients of royalty payments. Boladian never provided Clinton with copies of any of such agreements.

48. To date, despite demands for an accounting, Boladian has provided little to no accounting of any royalties or sums he has collected that are rightfully owed to Clinton.

D. Boladian Utilizes Fake Names and Pseudonyms to Further Defraud Clinton.

49. Boladian's fraudulent conduct also included creating and using fake names and pseudonyms to fraudulently identify imaginary additional writers and owners on copyright registrations of songs included in Clinton's catalog.

50. According to information and belief, Boladian has utilized the names “L. Crane¹⁰” and “B. Blaine¹¹” in the copyright registration. Neither L. Crane or B. Blaine are actual individuals, and as such, could not possibly have any role in the creation of any of Plaintiff’s songs.

51. By ensuring that imaginary additional writers and owners were a part of the copyright registration for songs in Clinton’s catalog, Defendants diluted Clinton’s shares in his own writer’s credits, songwriter’s rights, and mechanical royalties.

52. Boladian engaged in this fraudulent exercise of creating imaginary writers and owners and adding them to the BMI and ASCAP song catalogs to dilute Clinton’s songwriter’s royalty shares.

53. In addition, Boladian would also pay third parties to claim ownership of Plaintiff’s work to defraud Plaintiff of royalties derived from such works. For example, Boladian paid Mark Bass to have him falsely claim “Anybody Get Funked Up” as his own to Defraud Plaintiff of royalty shares in this song.

¹⁰ The pseudonym L. Crane has been used in copyright for Clinton songs, including but not limited to, “Call Jesus (Tear the Roof off the sucker)” (L. Crane (ASCAP affiliation) is mentioned as writer with a 20% share along with Clinton and other writers, “Caper for the Paper” (L. Crane (ASCAP) 15% share with Clinton and others), “JURNEEU VASTREETKRIMINO” (L. Crane 10% share (ASCAP) with Clinton and other writers), “Pimps N Macks” (L. Crane 12% share (ASCAP) with Clinton and others), and “Who Dat Single” (L. Crane 8% share (ASCAP) with Clinton and others).

¹¹ Upon information and belief, the pseudonym, “B. Blaine” has been used by Defendant Boladian in copyright registrations and cite registrations.

54. Boladian regularly deflated or omitted the amount of royalties he was receiving from Clinton's catalog on formal documents and reports. These royalties derived from direct online downloads, U.S. and international sales, sampling, and third-party licensing.

55. Throughout the years and through Boladian's skillful manipulation, Clinton was unaware of Boladian's misconduct – which has continued into the present.

56. Boladian not only failed to carry out his duties and act in Clinton's best interest, but affirmatively used his position and unfettered access to Clinton's catalog to defraud Clinton of his royalties and shares for his sole benefit.

E. Defendants Fraudulent Use of Clinton's Catalog Continues to this Day.

57. To this day, Clinton continues to become aware of misrepresentations and omissions that Defendants continue to carry out with respect to his catalog.

58. As Defendants actively concealed their wrongful conduct and continue to do so, Clinton only became aware of above-referenced wrongful conduct wherein he would happen to see songs from his catalog broadcasted on television; integrated into movies, television series, or other form of televised or broadcasted shows; sampled into a song or musical creation; or streamed on a digital platform without his knowledge, consent, or authority. For example, "Give Up the Funk (Tear the Roof off the Sucker)" used as part of the on-ride soundtrack for Guardians of the Galaxy – Mission: BREAKOUT! At Disney California Adventure; "Atomic Dog" was sampled in "Digga Digga Dog" in 102

Dalmatians movie; “Give Up The Funk” (Tear the Roof Off) used as a track in The Purge: Election Year; and advertisements for Apple and WhatsApp just to name a few.

59. Defendants were and continue to collect licensing fees, royalties, and monies from said unauthorized usage of his catalog without his consent or authorization.

60. Clinton has served numerous notices and demands (as recently as December of 2023) to Defendants for all BMI and ASCAP accounting reports and payment of all royalties and monies owed to him and rightfully owned by him to no avail.

61. Defendants have, as described in the preceding paragraphs, engaged in illegal and wrongful conduct in the execution of improper contracts ostensibly on Clinton’s behalf, the wrongful securing, retention and use of royalties to which Clinton would have been entitled as it relates to the songs included in his catalog as identified in the chart:

PUBLICATION	ARTIST	ALBUM TITLE	SONG TITLE
1967	The Parliaments	I wanna Testify	Good Old Music
1970	Funkadelic	Funkadelic	Music for My Mother
1970	Funkadelic	Funkadelic	Qualify and Satisfy
1970	Funkadelic	Funkadelic	What is Soul
1970	Funkadelic	Funkadelic	As Good as I Can Feel
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	Some More
1970	Funkadelic	Funkadelic	Mommy, What's a Funkadelic
1970	Funkadelic	Funkadelic	Good Old Music
1970	Funkadelic	Funkadelic	Music for My Mother
1970	Funkadelic	Funkadelic	Music for My Mother (instrumental)

1970	Funkadelic	Free your Mind...And Your Ass Will Follow	Free Your Mind and Your Ass Will Follow
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	Friday Night, August 14th
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	Funky Dollar Bill
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	Fish, Chips and Sweat
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	I Wanna Know If It's Good to You
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	I Wanna Know If It's Good to You (bonus track on re-issue)
1970	Funkadelic	Free your Mind...And Your Ass Will Follow	I Wanna Know If It's Good to You (instrumental)
1970	Parliament	Osmium	There Is Nothing Before Me But Thang
1971	Funkadelic	Maggot Brain	You and Your Folks, Me and My Folks
1971	Funkadelic	Maggot Brain	Wars of Armageddon
1971	Funkadelic	Maggot Brain	Can You Get to That
1971	Funkadelic	Maggot Brain	Hit It and Quit It
1971	Funkadelic	Maggot Brain	Maggot Brain
1971	Funkadelic	Maggot Brain	Super Stupid
1972	Funkadelic	America Eats Its Young	Wake Up
1972	Funkadelic	America Eats Its Young	You Hit the Nail on the Head
1972	Funkadelic	America Eats Its Young	Pussy
1972	Funkadelic	America Eats Its Young	America Eats Its Young
1972	Funkadelic	America Eats Its Young	If You Don't Like the Effects, Don't Produce the Cause
1972	Funkadelic	America Eats Its Young	Everybody Is Going to Make It This Time
1972	Funkadelic	America Eats Its Young	A Joyful Process

1972	Funkadelic	America Eats Its Young	Loose Booty
1972	Funkadelic	America Eats Its Young	Biological Speculation
1972	Funkadelic	America Eats Its Young	That Was My Girl
1972	Funkadelic	America Eats Its Young	Balance
1972	Funkadelic	America Eats Its Young	Miss Lucifer's Love
1973	Funkadelic	Cosmic Slop	Nappy Dugout
1973	Funkadelic	Cosmic Slop	You Can't Miss What You Can't Measure
1973	Funkadelic	Cosmic Slop	Cosmic Slop
1973	Funkadelic	Cosmic Slop	No Compute
1973	Funkadelic	Cosmic Slop	Can't Stand the Strain
1973	Funkadelic	Cosmic Slop	March to the Witch's Castle
1973	Funkadelic	Cosmic Slop	Trash A-Go-Go
1973	Funkadelic	Cosmic Slop	Let's Make It Last
1974	Parliament	Up for the down stroke	Up for the Down Stroke
1974	Parliament	Up for the down stroke	I Can Move You
1974	Parliament	Up for the down stroke	Presence of a Brain
1974	Parliament	Up for the down stroke	All Your Goodies Are Gone
1974	Funkadelic	Standing on the Verge of Getting It On	Alice in My Fantasies
1974	Funkadelic	Standing on the Verge of Getting It On	I'll Stay
1974	Funkadelic	Standing on the Verge of Getting It On	Sexy Ways
1974	Funkadelic	Standing on the Verge of Getting It On	Standing on the Verge of Getting It On
1974	Funkadelic	Standing on the Verge of Getting It On	Jimmy's Got a Little Bit of Bitch in Him

1974	Funkadelic	Standing on the Verge of Getting It On	Good Thoughts, Bad Thoughts
1974	Parliament	Up for the down stroke	The Goose
1974	Parliament	Up for the down stroke	Whatever Makes Baby Feel Good
1975	Parliament	Chocolate City	Chocolate City
1975	Parliament	Chocolate City	Ride On
1975	Parliament	Chocolate City	Together
1975	Parliament	Mothership Connection	Supergroovalisticprosifunkstication
1975	Funkadelic	Let's Take It to the Stage	Be My Beach
1975	Funkadelic	Let's Take It to the Stage	Let's Take It to the Stage
1975	Funkadelic	Let's Take It to the Stage	The Song Is Familiar
1975	Parliament	Chocolate City	Side Effects
1975	Parliament	Mothership Connection	P.Funk (Wants to get Funked Up)
1975	Parliament	Mothership Connection	Handcuffs
1975	Funkadelic	Let's Take It to the Stage	Good To Your Earhole
1975	Funkadelic	Let's Take It to the Stage	Atmosphere
1975	Parliament	Chocolate City	What Comes Funky
1975	Parliament	Chocolate City	If It Don't Fit (Don't Force It)
1975	Parliament	Mothership Connection	Mothership Connection (star Child)
1975	Parliament	Mothership Connection	Unfunky UFO
1975	Parliament	Mothership Connection	Night of The Thumpasorous Peoples
1975	Parliament	Mothership Connection	Give Up The Funk (Tear the Roof Off Sucker
1975	Parliament	Chocolate City	Let Me Be

1975	Funkadelic	Let's Take It to the Stage	Better By The Pound
1975	Funkadelic	Let's Take It to the Stage	No Head No Backstage Pass
1975	Funkadelic	Let's Take It to the Stage	Stuffs And Things
1975	Funkadelic	Let's Take It to the Stage	Get Off Your Ass And Jam
1975	Funkadelic	Let's Take It to the Stage	Baby I Owe You Something Good
1975	Parliament	Chocolate City	Big Footin'
1976	Funkadelic	Tales of Kidd Funkadelic	Take Your Dead Ass Home! (Say Som'n Nasty)
1976	Funkadelic	Hardcore Jollies	If You Got Funk, You Got Style
1976	Funkadelic	Hardcore Jollies	Adolescent Funk
1976	Parliament	The Clones Of Dr. Funkenstein	Do That Stuff
1976	Parliament	The Clones Of Dr. Funkenstein	I've Been Watching you (Move your Sexy Body)
1976	Parliament	The Clones Of Dr. Funkenstein	Funkin' For Fun
1976	Funkadelic	Tales of Kidd Funkadelic	Undisco Kidd
1976	Funkadelic	Tales of Kidd Funkadelic	How Do Yeaw View You?
1976	Funkadelic	Hardcore Jollies	Comin' Round The Mountain
1976	Funkadelic	Hardcore Jollies	Smokey
1976	Funkadelic	Hardcore Jollies	Hardcore Jollies
1976	Funkadelic	Hardcore Jollies	Soul Mate
1976	Funkadelic	Hardcore Jollies	Cosmic Slop
1976	Funkadelic	Hardcore Jollies	You Scared The Lovin' Outta Me
1976	Parliament	The Clones Of Dr. Funkenstein	Prelude
1976	Parliament	The Clones Of Dr. Funkenstein	Gettin' To Know You
1976	Funkadelic	Tales of Kidd Funkadelic	I'm Never Gonna Tell It

1976	Funkadelic	Tales of Kidd Funkadelic	Tales of Kidd Funkadelic (Opusdelite Years)
1976	Parliament	The Clones Of Dr. Funkenstein	Dr.Funkenstein
1976	Parliament	The Clones Of Dr. Funkenstein	Children Of Productions
1976	Funkadelic	Tales of Kidd Funkadelic	Butt-to-Butt Resuscitation
1976	Funkadelic	Tales of Kidd Funkadelic	Let's Take It to the People
1976	Parliament	The Clones Of Dr. Funkenstein	Everything is on the One
1976	Parliament	The Clones Of Dr. Funkenstein	Gamin' On Ya
1977	Eddie Hazel	Game, Dames & Guitar Thangs	Frantic Moment
1977	Eddie Hazel	Game, Dames & Guitar Thangs	So Goes The Story
1977	Parliament	Live/P.Funk Earth Tour	Dr.Funkenstein's Supergroovalisticprosifunkstication Medley
1977	Fred Wesley & The Horny Horns	A Blow For Me, A Toot To You	Up For The Down Stroke
1977	Parliament	Live/P.Funk Earth Tour	P.Funk (Wants To Get Funked Up)
1977	Parliament	Live/P.Funk Earth Tour	Do that Stuff
1977	Parliament	Live/P.Funk Earth Tour	The Undisco KIdd (The girl is Bad)
1977	Parliament	Funkentelechy Vs.Placebo Syndrome	Wizard of Finance
1977	Parliament	Live/P.Funk Earth Tour	Mothership Connection (Star Child)
1977	Parliament	Live/P.Funk Earth Tour	Night of the Thumpasorus Peoples
1977	Parliament	Live/P.Funk Earth Tour	Tear the roof off the sucker Medley

1977	Parliament	Funkentelechy Vs.Placebo Syndrome	The Placebo Syndrome
1977	Parliament	Live/P.Funk Earth Tour	This is the way we Funk With You
1977	Parliament	Live/P.Funk Earth Tour	The Landing (Of the Mothership)
1977	Fred Wesley & The Horny Horns	A Blow For Me, A Toot To You	A Blow For Me, A Toot To You
1977	Parliament	Live/P.Funk Earth Tour	Fantasy Is A Reality
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Preview Side Too
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Munchies For Your Love
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Rubber Duckie
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	What's A Telephone Bill?
1977	Fred Wesley & The Horny Horns	A Blow For Me, A Toot To You	Between Two Sheets
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Ahh...The Name Is Bootsy, Baby!
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Reprise: We Want Bootsy
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	The Pinocchio Theory
1977	Bootsy	Ahh...The Name Is Bootsy, Baby!	Can't Stay Away
1977	Eddie Hazel	Game, Dames & Guitar Thangs	What About It?
1977	Fred Wesley & The Horny Horns	A Blow For Me, A Toot To You	Four Play
1977	Parliament	Funkentelechy Vs.Placebo Syndrome	Bop Gun (Endangered Species)

1977	Parliament	Funkentelechy Vs.Placebo Syndrome	Flash Light
1977	Parliament	Live/P.Funk Earth Tour	Children of Productions
1977	Parliament	Live/P.Funk Earth Tour	Dr.Funkenstein
1977	Parliament	Live/P.Funk Earth Tour	Swing Down, Sweet Chariot
1977	Parliament	Live/P.Funk Earth Tour	Gamin' on Ya!
1977	Parliament	Funkentelechy Vs.Placebo Syndrome	Funkentelechy
1977	Parliament	Funkentelechy Vs.Placebo Syndrome	Sir Nose D'Voidoffunk (Pay Attention)
1978	Parliament	Motor-Booty Affair	(You're a Fish and I'm a) Water Sign
1978	Parliament	Motor-Booty Affair	Motor-Booty Affair
1978	Parliament	Motor-Booty Affair	Deep
1978	Bernie Worrell	All The Woo In The World	Woo Together
1978	Brides of Funkenstein	Funk or Walk	Birdie
1978	Brides of Funkenstein	Funk or Walk	Nappy
1978	Funkadelic	One Nation Under A Groove	Groovallegiance
1978	Funkadelic	One Nation Under A Groove	Who Says A Funk Band Can't Play Rock?
1978	Funkadelic	One Nation Under A Groove	Promentals**tbackwashpsychosis Enema Squad (The Doodoo Chasers)
1978	Funkadelic	One Nation Under A Groove	Into You
1978	Funkadelic	One Nation Under A Groove	Cholly (Funk Getting Ready To Roll)
1978	Parlet	Pleasure Principle	Are You Dreaming?
1978	Brides of Funkenstein	Funk or Walk	War Ship Touchante

1978	Funkadelic	One Nation Under A Groove	P.E. Squad/Doodoo Chasers ("going All The Way Off")
1978	Parlet	Pleasure Principle	Pleasure Principle
1978	Parlet	Pleasure Principle	Misunderstanding
1978	Parliament	Motor-Booty Affair	Liquid sunshine
1978	Funkadelic	One Nation Under A Groove	Lunchmeataphobia (Think It Ain't Illegal Yet)
1978	Funkadelic	One Nation Under A Groove	Maggot Brain - Live
1978	Parliament	Motor-Booty Affair	Mr. Wiggles
1978	Brides of Funkenstein	Funk or Walk	Just Like You
1978	Parliament	Motor-Booty Affair	One of those Funky Thangs
1978	Parlet	Pleasure Principle	Love Amnesia
1978	Bernie Worrell	All The Woo In The World	Much Thrust
1978	Bernie Worrell	All The Woo In The World	Reprise: Much Thrust
1978	Bernie Worrell	All The Woo In The World	Hold On
1978	Bootsy	Bootsy? Player Of The Year	Roto-Rooter
1978	Bootsy	Bootsy? Player Of The Year	As In (I Love You)
1978	Bootsy	Bootsy? Player Of The Year	May The Force Be With You
1978	Bootsy	Bootsy? Player Of The Year	Very Yes
1978	Bootsy	Bootsy? Player Of The Year	Hollywood Squares
1978	Bootsy	Bootsy? Player Of The Year	Bootzilla
1978	Parliament	Motor-Booty Affair	Aqua Boogie (A Psychoalphadiscobetabioaquadolop)
1978	Parliament	Motor-Booty Affair	Rumpofsteelskin
1978	Brides of Funkenstein	Funk or Walk	Disco To Go

1978	Bernie Worrell	All The Woo In The World	Happy To Have (Happiness On Our Side)
1978	Bernie Worrell	All The Woo In The World	Insurance Man For The Funk
1979	Funkadelic	Uncle Jam Wants You	Uncle Jam
1979	Parlet	Invasion of the booty snatchers	Don't Ever Stop (Lovin' Me, Needin' Me)
1979	Parlet	Invasion of the booty snatchers	Booty Snatchers
1979	Fred Wesley & The Horny Horns	Say Blow By Blow Backwards	Just Like You
1979	Funkadelic	Uncle Jam Wants You	Holly Wants To Go To California
1979	Funkadelic	Uncle Jam Wants You	Foot Soldiers (Star Spangled Funky)
1979	Funkadelic	Uncle Jam Wants You	(Not Just) Knee Deep
1979	Parlet	Invasion of the booty snatchers	You're Leaving
1979	Brides of Funkenstein	Never Buy Texas From A Cowboy	Party Up In Here
1979	Brides of Funkenstein	Never Buy Texas From A Cowboy	Never Buy Texas From A Cowboy
1979	Bootsy	This Boot Is Made For Fonk-n	Under The Influence Of A Groove
1979	Bootsy	This Boot Is Made For Fonk-n	Jam Fan (Hot)
1979	Bootsy	This Boot Is Made For Fonk-n	Bootsy Get Live
1979	Brides of Funkenstein	Never Buy Texas From A Cowboy	Smoke Signals
1979	Brides of Funkenstein	Never Buy Texas From A Cowboy	I'm Holding You Responsible
1979	Parliament	Gloryhallastoopid (or,Pin the Tail of the Funky)	Pin the Tail on The Funky
1979	Parlet	Invasion of the booty snatchers	No Rump To Bump

1980	Philippe Wynne	Wynne Jammin'	Never Gonna Tell It
1981	Funkadelic	The Electric Spanking Of War Babies	Electro-Cuties
1981	Funkadelic	The Electric Spanking Of War Babies	Electric Spanking Of War Babies
1981	Funkadelic	The Electric Spanking Of War Babies	Oh I
1981	Funkadelic	The Electric Spanking Of War Babies	Funk Gets Stronger (Part 1)
1981	Funkadelic	The Electric Spanking Of War Babies	Medley: She Loves You / Funk Gets Stronger (Kml Version)
1981	Funkadelic	The Electric Spanking Of War Babies	Icka Prick
1983	P Funk All Stars	Urban Dancefloor Guerillas	Hydraulic Pump
1983	P Funk All Stars	Urban Dancefloor Guerillas	Catch A Keeper
1983	P Funk All Stars	Urban Dancefloor Guerillas	One Of Those Summers
1983	P Funk All Stars	Urban Dancefloor Guerillas	Acupuncture
1985	George Clinton	Some of My Best Jokes Are Friends	Some of My Best Jokes Are Friends
1985	George Clinton	Some of My Best Jokes Are Friends	Bullet Proof
1985	George Clinton	Some of My Best Jokes Are Friends	Bodyguard
1985	George Clinton	Some of My Best Jokes Are Friends	Pleasures Of Exhaustion (Do It Till I Drop)
1985	George Clinton	Some of My Best Jokes Are Friends	Double Oh-Oh

F. Clinton Seeks to Regain Control Over His Catalog Through Sections 203 and 304(c) of the Copyright Act

62. Clinton has sought to regain control over his catalog by filing termination notices with the U.S. Copyright Office to terminate the fraudulent grants, transfers, licenses, and assignments that Defendants have garnered over Clinton's catalog.

63. Clinton relied on 17 U.S.C. §§203 and 304(c) of the Copyright Act of 1976 to effectuate valid and enforceable termination notices upon Defendants.

64. Under Section 203, an author may terminate any rights that were granted on or after January 1, 1978 within five years beginning at the end of a thirty-five year period from the date of the grant. Further, 17 U.S.C. §203(b) states that upon the effective date of termination, "all rights under this title that were covered by the terminated grants revert to the author[.]"

65. Under 17 U.S.C. §304(c)(3), an author may terminate any rights that were granted before January 1, 1978 "at any time during a period of five years beginning at the end of fifty-six years from the date copyright was originally secured, or beginning on January 1, 1978, whichever is later."

66. Clinton has filed valid and timely termination notices, *see* Exhibits A, B, and C, on Defendants and recorded those notices with the U.S. Copyright Office in accordance with the Copyright Act.

67. Despite the validity and timeliness of these notices, Defendants frequently ignored Clinton’s notices or failed to provide objections that would not obviate the validity of Clinton’s termination notices under Sections 203 and 304(c).

68. Defendants recognized the notices and timely relinquished the rights to “Atomic Dog.” Defendants refuse to relinquish with respect to any of the other songs Clinton authored, which were included in the same notices.

CAUSES OF ACTION

FIRST CAUSE OF ACTION **DECLARATORY RELIEF UNDER 17 U.S.C. §203** *Against all Defendants*

69. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

70. Copyright termination rights are available under 17 U.S.C. §203.

71. Section 203 allows authors to terminate “the exclusive or nonexclusive grant of a transfer or license of copyright or of any right under a copyright, executed by the author on or after January 1, 1978[.]”

72. Under 17 U.S.C. §203, Plaintiff could terminate any rights that were granted on or after January 1, 1978 within five years beginning at the end of a thirty-five year period from the date of the grant.

73. This termination right is available for any work not considered a work made for hire. As defined in 17 U.S.C. §101, a “work made for hire” is (1) “a work prepared

by an employee within the scope of his or her employment” or (2) “a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.” For the purpose of the foregoing sentence, a “supplementary work” is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an “instructional text” is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

74. Further, under 17 U.S.C. §203(b), “[u]pon the effective date of termination, all rights under this title that were covered by the terminated grants revert to the author[.]”

75. Plaintiff is entitled to copyright termination rights.

76. Plaintiff is not and has never been an employee of any of the Defendants.

77. Plaintiff never entered into any employment agreement with any of the Defendants nor has Plaintiff received any employment benefits typically conferred upon employees.

78. Plaintiff never signed a work for hire agreement with any of the Defendants, nor did he sign any employment agreements with any of them.

79. Plaintiff created, recorded, and published his catalog through his own companies and through Defendants deception and willful acts lost rights to his own musical works.

80. Plaintiff filed timely, valid, and enforceable termination notices under Section 203 of the copyright acts that would revert the rights back to Plaintiff when the termination dates become due. *See Exhibit A.*

81. Yet, Defendants continue to ignore Clinton's statutory rights, and continue to exploit his catalog, steal his royalty, and refuse their legal obligations to surrender his rights in his work.

82. Plaintiff seeks to have this Court enter a declaratory judgement that Plaintiff's termination notices are valid and that the copyrights automatically revert to Plaintiff on the corresponding termination date of each copyright work.

SECOND CAUSE OF ACTION
DECLARATORY RELIEF UNDER 17 U.S.C. §304
Against all Defendants

83. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

84. Under 17 U.S.C. §304(c)(3), an author may terminate any rights that were granted before January 1, 1978 "at any time during a period of five years beginning at the

end of fifty-six years from the date copyright was originally secured, or beginning on January 1, 1978, whichever is later.”

85. Plaintiff’s termination notices are valid and enforceable.

86. Plaintiff’s timely and valid termination notices were served and recorded with the U.S. Copyright Office as required by the Copyright Act. *See* Exhibit B.

87. Plaintiff timely filed and served notice to Defendants to terminate the fraudulent grants, transfers, licenses, and assignments that Defendants have garnered over Plaintiff’s catalog.

88. Defendants chose to ignore or failed to properly respond to Plaintiff’s timely and valid termination notices.

89. Plaintiff seeks to have this Court enter a declaratory judgement that Plaintiff’s termination notices are valid and that the copyrights automatically revert to Plaintiff on the corresponding termination date of each copyright work.

THIRD CAUSE OF ACTION
COPYRIGHT INFRINGEMENT CLAIMS
Against all Defendants

90. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

91. Under 17 U.S.C. §501, infringement of copyright occurs when someone “violates any of the exclusive rights of the copyright owner.”

92. Pursuant to 17 U.S.C. §106, copyright owners have the exclusive rights to reproduce, prepare derivative works based upon, distribute copies of, and publicly perform their copyrighted works.

93. Defendants have intentionally precluded Plaintiff from enjoying any of his exclusive rights.

94. As of each effective termination date included in Plaintiff's timely and valid termination notices, the copyright in each noticed work automatically returns to Plaintiff.

95. As of the effective termination dates for each song included in Exhibit C, rights to each single noticed by Plaintiff would automatically revert back to Plaintiff.

96. Despite the valid and automatic reversion of copyrights to Plaintiff, Defendants continue to claim ownership of singles noticed by Plaintiff well beyond the effective termination dates referenced in each notice.

97. By purposefully exercising control of Plaintiff's §106 exclusive rights, Defendants are knowingly and willfully committing copyright infringement.

98. As additional effective termination dates come to pass, Plaintiff's claims for copyright infringement only expand.

99. As a result, Plaintiff seeks actual damages, or in the alternative statutory damages for willful copyright infringement.

FOURTH CAUSE OF ACTION
CONVERSION
Against All Defendants

100. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

101. Plaintiff brings this claim for conversion against each and every Defendant based on Defendants' wrongful deprivation of royalty payments owed to Clinton for the use of his music.

102. Defendants, through the fabrication of agreements, granted themselves rights to Plaintiff's intellectual properties and began collecting royalties, and continue to do so to this day, including but not limited to, publisher and mechanical royalties and licensing fees that were and are duly owed to Plaintiff.

103. Defendants publicly held themselves out as Plaintiff's publishers and agents having certain rights to Plaintiff's intellectual properties, executing contracts with entertainment companies and other third parties without Plaintiff's knowledge or approval.

104. Defendants lacked any actual or implied authority, granted by Plaintiff or otherwise, to collect and keep royalties, licensing fees, and other monies that are rightfully owed to Plaintiff.

105. Defendants, from as early as the 1980s, began collecting monies and royalties for Plaintiff's intellectual property that are rightfully owned by Plaintiff.

106. To this day, Defendants still collect and deprive Plaintiff of royalties, monies and other fees that are rightfully owed to Plaintiff for intellectual property works created by Plaintiff.

107. Defendants seized and converted millions of dollars in royalties, licensing fees, and other monies that were and are immediately owed to Plaintiff for his intellectual property works.

108. As a direct and proximate result of Defendants' seizure and conversion of millions of dollars owed to Plaintiff, Plaintiff has suffered and continues to suffer loss in the form of lost profits, royalties, licensing fees, and other monies rightfully owed to him and seeks damages, interest, costs, and all other relief the Court deems just and proper.

109. Further, due to Defendants' seizure and conversion of Plaintiff's royalties, licensing fees, and other monies with complete disregard to Plaintiff's rights, Plaintiff seeks punitive damages available under Florida law.

FIFTH OF CAUSE OF ACTION
CIVIL THEFT
Against All Defendants

110. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

111. Plaintiff asserts this claim for civil theft pursuant to Fla. Stat. § 772.11 against all Defendants based upon their knowledge and intent to permanently deprive Clinton of his royalty payments rightfully owned by Clinton for his catalog.

112. Defendants, through the fabrication of agreements and other licenses, granted itself rights to Plaintiff's intellectual properties and began collecting royalties, including but not limited to, publisher and mechanical royalties and licensing fees that were and are duly owed to Plaintiff.

113. Defendants publicly held themselves out as Plaintiff's publishers and agents having certain rights to Plaintiff's intellectual properties, signing deals and agreements with music producers and third parties without Plaintiff's knowledge or approval.

114. Defendants lacked any actual authority, granted by Plaintiff or otherwise, to collect and keep royalties, licensing fees, and other monies that are rightfully owed to Plaintiff.

115. Defendants knowingly and with the intent to permanently deprive Plaintiff of royalties and monies that are rightfully his, engaged in the unauthorized use of his music and intellectual property to gain royalties, monies, and other fees and capitalized on this unauthorized use.

116. Defendants, starting as early as 1980, began stealing these monies and royalties relating to Plaintiff's intellectual property works that are rightfully owned by Plaintiff.

117. Defendants, to this day, are still stealing and depriving Plaintiff royalties, monies and other fees that are rightfully owed to Plaintiff for intellectual property work created by Plaintiff.

118. Defendants seized and converted, with the intent to permanently deprive millions of dollars in royalties, licensing fees, and other monies that were and are immediately owed to Plaintiff for his intellectual property work.

119. As a direct and proximate cause of Defendants' improper collection and theft of Plaintiff's publishing and mechanical royalties, licensing fees, and other monies immediately owned by and owed to the Plaintiff, Plaintiff has suffered damages in the form of lost profits, publishing and mechanical royalties, licensing fees, and other monies rightfully owed to Plaintiff and seeks treble damages, interest, reasonable attorney's fees, and costs, and all other relief the Court deems just and proper pursuant to Fla. Stat. § 772.11.

SIXTH CAUSE OF ACTION
FRAUD
Against All Defendants

120. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

121. Defendants knowingly and intentionally lied and misrepresented to Plaintiff, and continue to lie and misrepresent, the amount and nature of the agreements that Defendants have entered into on behalf of Plaintiff and the amount of royalties and monies they are collecting on his behalf with the intent to hide and conceal from Plaintiff millions of dollars in revenue that Plaintiff is rightfully owed.

122. Defendants intentionally lied, misrepresented, and deceived Plaintiff through acts and omissions related to managing and handling of Plaintiff's catalog, including but not limited to, royalties, other monies, and profits from agreements that Defendants continue to enter into on behalf of Plaintiff absent Plaintiff's knowledge or authority.

123. To this day, Defendants through deceptive practices and acts and omissions, still engage in unauthorized agreements and still collect and deprive Plaintiff of royalties, licensing fees, monies, and other fees that are rightfully owed to Plaintiff for intellectual property work created by Plaintiff.

124. Defendants' misrepresentation and deceit spans decades, where Defendants, through willful acts and omissions, created and still create schemes relating to Plaintiff's rightful ownership of his intellectual property work, royalties, and other monies and fees.

125. Defendants have frequently lied and omitted—and continue to lie and omit—the nature and number of agreements they have entered into on behalf of Plaintiff, accurate accounting of profits, and royalties and monies collected on behalf of Plaintiff for Plaintiff's intellectual property works.

126. Plaintiff reasonably relied to his detriment on the integrity of Defendants and their misrepresentations that they were managing and administering his intellectual property to his detriment.

127. To this day, Plaintiff is still uncovering new misrepresentations and omissions that Defendants continue to carry out regarding Plaintiff's intellectual property.

128. As a direct and proximate result of Defendants participation in conspiracies, schemes, fraud, deceit and tortuous failure to disclose, Plaintiff suffered and continues to suffer injuries and damages in excess of millions of dollars due to Defendants' misrepresentations, for which Defendants are liable.

129. Plaintiff seeks all damages, interest, costs, and all other relief the Court deems just and proper.

SEVENTH CAUSE OF ACTION
CONSTRUCTIVE FRAUD
Against All Defendants

130. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

131. Defendants knowingly and intentionally lied and misrepresented to Plaintiff, and continue to do so, the nature of all agreements that Defendants have entered on behalf of Plaintiff and the amount of royalties and monies Defendants are collecting on Plaintiff's behalf with the intent to hide and conceal from Plaintiff millions of dollars in revenue that Plaintiff is rightfully owed.

132. Over the decades, Defendant Boladian acted as Plaintiff's publisher, and administrator and continue to hold himself as a person authorized to sign deals and agreements, and collect royalties and monies on behalf of Plaintiff, absent Plaintiff's knowledge and without any express or implied authority; this allowed Boladian unfettered access to Plaintiff's intellectual property and facilitated all kinds of

unauthorized licensing, sale, and sampling agreements that Plaintiff has or is yet to uncover.

133. Defendant Boladian, as Plaintiff's agent, intentionally lied, misrepresented, and deceived Plaintiff through acts and omissions related to managing and handling of Plaintiff's intellectual property rights, and other property rights, including but not limited to, royalties and other monies rightfully owned by Plaintiff, and the agreements that Boladian continue to enter into on behalf of Plaintiff absent Plaintiff's knowledge or authority.

134. To this day, Defendants through deceptive practices and acts and omissions, continue to engage in unauthorized agreements and continue to collect and deprive Plaintiff of royalties, licensing fees, monies, and other fees that are rightfully owed to Plaintiff for intellectual property works created by Plaintiff.

135. Defendants' misrepresentation and deceit spans decades, where Defendants, through willful acts and omissions, created and still create schemes relating to Plaintiff's rightful ownership of his intellectual property work, royalties, and other monies and fees.

136. Defendants have frequently lied and omitted and continue to lie and omit the nature and number of agreements they have entered on behalf of Plaintiff, accurate accounting of profits, royalties and monies collected on behalf of Plaintiff for Plaintiff's intellectual property work.

137. Plaintiff reasonably relied to his detriment on the integrity of Defendants and their misrepresentations that they were managing his intellectual property to his detriment

138. To this day, Plaintiff is still uncovering new misrepresentations and omissions that Defendants continue to carry out regarding Plaintiff's intellectual property.

139. As a direct and proximate result of Defendants' participation in schemes, fraud, deception, and tortuous failure to disclose, Plaintiff suffered and is still suffering injuries and millions of dollars in damages due to Defendants' misrepresentations, for which Defendants are liable. Plaintiff seeks all damages, interests, costs, and all other relief the Court deems just and proper.

EIGHTH CAUSE OF ACTION
UNJUST ENRICHMENT
Against All Defendants

140. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

141. Through fraud or prior dealings, Defendants presented themselves and acted as publishers of Plaintiff's catalog.

142. By representing themselves as Clinton's publishers, Defendants accessed, received, and continue to receive publisher royalties from record labels and other third parties.

143. Further, by representing themselves to record labels and other third parties as Clinton's agents and publishers, they were able to enter into licensing agreements, sales

agreements, and sampling agreements on Plaintiff's behalf without his prior knowledge or consent and began collecting publisher royalties and other royalties without any right or authority.

144. Plaintiff was and is entitled to his portion of the publisher's royalties in the form of writer's credit, mechanical royalties, and other monies that are duly owed to him for his own creative catalog and compositions.

145. Further, Plaintiff is also entitled to receive publisher royalties and other royalties, monies, and fees that Defendants are fraudulently collecting without any right or authority.

146. Plaintiff to this day has not received any royalty payments that Defendants were obligated to distribute to Plaintiff, or royalties, and other monies and, fees that Defendants had no right or authority to collect on his behalf which are rightfully owned by him for the catalog that he has created.

147. Plaintiff conferred substantial benefits upon Defendants, either willingly or unwillingly, for which Defendants have received and continue to receive millions of dollars in revenues through fraud, deceit, and other illegalities.

148. Plaintiff has suffered and continues to suffer substantial loss from royalty payments and other payments that are rightfully owed to him due to Defendants unlawful acts.

149. In light of Defendants’ extensive conspiracy to deceive and defraud Plaintiff, it would be completely inequitable to allow Defendants to retain the benefits of Plaintiff’s artistic talents and work without adequately compensating Plaintiff—justice demands otherwise.

150. As a direct and proximate cause of Defendants’ improper retention of Plaintiff’s benefits stemming from an extensive conspiracy to deceive and defraud, Plaintiff has suffered damages in the form of lost benefits, revenues, profits, compensation, royalty payments and other monies rightfully owned by, and owed to Plaintiff. Plaintiff seeks restitution to recover such damages, interest, costs, and all other relief the Court deems just and proper of which Defendants have improperly retained and the Plaintiff has lost.

151. Accordingly, Plaintiff seeks monetary equitable relief in the amount of (a) any added value to the Defendants’ businesses, and (b) any additional income received personally by the individual Defendants, but only to the extent that (a) and (b) are attributable to third-party knowledge of the Defendants’ history, experience, and/or reputation of working with the Plaintiff. Plaintiff also seeks to recover interest on the same costs and all other relief the Court deems just and proper.

NINTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY
Against All Defendants

152. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

153. Defendants, through prior dealings with Plaintiff and through direct appointment by the Plaintiff, were agents of the Plaintiff.

154. Boladian over the past few decades acted as Plaintiff's publisher, and administrator and continue to hold himself as a person authorized to sign deals and agreements, and collect royalties and monies on behalf of Plaintiff, absent Plaintiff's knowledge and without any express or implied authority; this allowed Boladian unfettered access to Plaintiff's intellectual property and facilitated a host of unauthorized licensing, sale, and sampling agreements that Plaintiff has or is yet to uncover.

155. Boladian was and continues to be the sole decision maker of all Defendant Business Entities. Boladian, as an agent and corporate representative for all Defendant Business Entities, was acting as a fiduciary on behalf of himself and as a representative of Defendant Business Entities.

156. Defendants through customary industry practice, their fraudulent dealings and agreements with Plaintiff and other third parties, and as part of their duties continue to act as agents of Plaintiff and as such, were and still are required to collect royalties, fees,

and monies, to provide accounting of such royalties, and to distribute Plaintiff's shares of said royalties and monies to Plaintiff.

157. Defendants, while acting as agents of Plaintiff were and are required to provide accurate accounting and to pay Plaintiff royalties, monies, and fees as part of their duties.

158. Defendants have consistently failed to fulfill their fiduciary duties to Plaintiff and consistently withheld millions of dollars in royalties, monies, and fees that are rightfully owned by Plaintiff. Defendants breached their fiduciary duties to Plaintiff by withholding millions of dollars that are rightfully owed to Plaintiff.

159. Defendants continue to breach their fiduciary duties to Plaintiff by continuing to withhold accounting, royalties, and monies owed to Plaintiff.

160. As a direct and proximate result of Defendants' breach, Plaintiff has suffered damages in the form of lost profits, publishing and mechanical royalties, fees, and other monies rightfully owned by and owed to Plaintiff. Plaintiff seeks restitution to recover profits and benefits gained by Defendant as a result of Plaintiff's loss, and all other damages, interest, costs, and other relief the Court deems just and proper. Further, due to Defendants' purposeful withholding of millions of dollars from Plaintiff done with disregard to Plaintiff's rights, Plaintiff seeks punitive damages available under Florida law.

TENTH CAUSE OF ACTION
NEGLIGENCE
Against All Defendants

161. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

162. Defendants as publishers of Plaintiff's intellectual property work have a duty to carry on publishers' duties that are required by them through customary industry practice, agreements, and prior practices between Plaintiff and Defendants.

163. As publishers for Plaintiff, Defendants are required to distribute mechanical/publisher royalties, provide accurate accounting, and (other duties) to Plaintiff.

164. Defendants have breached their duty as agents by intentionally and consistently withholding royalties, monies, accounting (and other duties) that are owed to Plaintiff which amount to millions of dollars in revenue.

165. As a result of Defendants continuous breach, Plaintiff suffered and continues to suffer damages in the form of millions of dollars in loss of revenue. Plaintiff seeks to recover damages, interest, costs, and all other relief the Court deems just and proper. Further, due to Defendants' intentional, continuous, and consistent withholding of royalties, monies, accounting (and other duties) that are owed to Plaintiff, Plaintiff seeks punitive damages pursuant to Fla. Stat. § 768.73.

ELEVENTH CAUSE OF ACTION
PRELIMINARY INJUNCTION
Against All Defendants

166. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

167. Plaintiff has pled significant, consequential, and sufficient facts set forth in this Complaint, which support a substantial likelihood of success on the merits.

168. Plaintiff suffered and continues to suffer substantial harm as Defendants continue their systemic, abusive, and fraudulent practice to steal and divert assets that are rightfully owed to Plaintiff—irreparably harming Plaintiff.

169. Further, based on Defendants' actions, specifically Boladian. Plaintiff has reason to believe that Boladian is soliciting the sale of assets including the rights and ownership interests in Plaintiff catalog—irreparably harm Plaintiff.

170. Plaintiff's significant and devastating injuries that occurred and will continue to occur, outweighs any possible harm that Defendants might accrue by the entry of a temporary injunction limiting any asset transfer, sale, or otherwise.

171. The entry of a temporary injunction and/or preliminary injunction will not conflict with the public interests.

172. Accordingly, Plaintiff seeks a preliminary injunction against all Defendants to prevent further harm to Plaintiff.

TWELTH CAUSE OF ACTION
ACCOUNTING
Against All Defendants

173. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

174. Over the decades, Defendants acted as Plaintiff's publishers and administrators and continue to hold themselves as entities authorized to sign deals and agreements, and collect royalties and monies on behalf of Plaintiff, absent Plaintiff's knowledge and without any express or implied authority; which allowed Defendants unfettered access to Plaintiff's intellectual property and facilitated a host of unauthorized licensing, sale, and sampling agreements that Plaintiff has or is yet to uncover.

175. Boladian was and continues to be the sole decision maker for all Defendant Business Entities; Boladian as an agent and corporate representative of all Defendant Business Entities was acting as a fiduciary on behalf of himself and as a representative of Defendant Business Entities.

176. Defendants over the past few decades have and continue to act and represent themselves to third parties as Plaintiff's agents.

177. Nonetheless, Plaintiff has yet to receive an accounting, royalty payments, monies, and other fees that are rightfully owed to him.

178. Accordingly, Plaintiff seeks an accounting of all publishing royalties that Defendants received for or in connection to all of Clinton's creative catalog and an

accounting of all monies, fees, and profits in relation to assignment, licensing, sale, and sampling agreements that Defendants have executed on behalf of Plaintiff, with or without his knowledge or consent, within the United States of America or around the globe.

THIRTEENTH CAUSE OF ACTION
CONSTRUCTIVE TRUST
Against All Defendants

179. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

180. Defendants through deceptive practices and acts and omissions, have and continue to engage in unauthorized agreements and collect and deprive Plaintiff of royalties, licensing fees, monies, and other fees that are rightfully owed to Plaintiff for intellectual property works created by Plaintiff.

181. Plaintiff has yet to receive an accounting, royalty payments, monies, and other fees that are rightfully owed to him.

182. Defendants, who have withheld an accounting, royalty payments, monies, and other fees that are rightfully owed to Plaintiff, must provide an accounting of and earnings related to all publishing royalties received in connection to Plaintiff's creative catalog, otherwise Defendants will continue to be unjustly enriched.

183. Accordingly, Plaintiff seeks an accounting of and earnings related to all publishing royalties that Defendants received for or in connection to all of Plaintiff's

creative catalog, an accounting of all monies, fees, and profits in relation to assignment, licensing, sale, and sampling agreements that Defendants have executed on behalf of Plaintiff, with or without his knowledge or consent, within the United States of America or around the globe.

184. Plaintiff further requests that the Court places Defendants' bank accounts and other assets in constructive trust until such time as said accounting is complete and Plaintiff is made whole for Defendants' wrongful misappropriation of all monies, fees, and profits in relation to assignment, licensing, sale, and sampling agreements derived from Plaintiff's creative catalog.

FOURTEENTH CAUSE OF ACTION
FRAUDULENT CONCEALMENT
Against All Defendants

185. Plaintiff realleges and incorporates paragraphs 1 through 68 as if fully set forth herein.

186. Defendants knowingly and intentionally lied and misrepresented and continue to lie and misrepresent to Plaintiff the nature of agreements defendants entered into on Plaintiff's behalf and the amount of royalties and monies they are collecting on his behalf with the intent to hide and conceal from Plaintiff.

187. Defendants had a duty to disclose these dealings but never placed Plaintiff on notice of any dealings or provided any of the promised accounting, mechanical royalty, writer's credit, songwriter's royalties, or any other royalties due to Plaintiff and knew

concealing this information would induce Plaintiff to reasonably rely on their misrepresentations.

188. Plaintiff reasonably relied to his detriment on the integrity of Defendants and their misrepresentations that they were managing his intellectual property to his detriment.

189. Plaintiff was and is entitled to his portion of the publisher's royalties in the form of writer's credit, mechanical royalties, and other monies that are duly owed to him for his own creative catalog and compositions.

190. To this day, Defendants through deceptive practices and acts and omissions, still engage in unauthorized agreements and still collect and deprive Plaintiff of royalties, licensing fees, monies, and other fees that are rightfully owed to Plaintiff for intellectual property work created by Plaintiff.

191. Plaintiff has yet to receive an accounting, royalty payments, monies, and other fees that are rightfully owed to him.

192. Accordingly, Plaintiff seeks an accounting of and earnings related to all publishing royalties that Defendants received for or in connection to all of Plaintiff's creative catalog, an accounting of all monies, fees, and profits in relation to assignment, licensing, sale, and sampling agreements that Defendants have executed on behalf of Plaintiff, with or without his knowledge or consent, within the United States of America or around the globe.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment against Defendants, jointly and severally:

A. Compensatory and consequential damages in an amount to be determined by a jury in excess of the Court's jurisdictional amount;

B. Restitution in an amount to be determined by a jury for all damages gained by Defendant as a result of their intentional, actual, and malicious conduct that equated to losses by Plaintiff;

C. Punitive damages in an amount to be determined by a jury, for the intentional, actual, and malicious conduct of Defendants in their individual capacities;

D. Attorneys' fees and the costs of this action and other costs that may be associated with this action;

E. All statutory damages including but not limited to those prescribed under Fla. Stat. § 772.11;

F. Declaratory judgment that Plaintiff's termination notices are effective;
and

G. Any and all other relief that this Court deems equitable, just, and proper.

JURY DEMAND

Plaintiff respectfully demands a trial by jury of all claims triable within this matter.

Respectfully submitted,

DATED: March 11, 2025

/s/ Eli J. Hare

Eli J. Hare

Ben Crump
Chris O'Neal*
BEN CRUMP LAW, PLLC
122 South Calhoun Street
Tallahassee, Florida 32301
Tel. 800.715.5999
ben@bencrump.com
chris@bencrump.com

Diandra "Fu" Debrosse*
Eli Hare
DiCELLO LEVITT LLP
505 20th Street North
Suite 1500
Birmingham, Alabama 35203
Tel. 205.855.5700
fu@dicellolevitt.com
ehare@dicellolevitt.com

Éviealle Dawkins*
DiCELLO LEVITT LLP
801 17th Street, NW
Suite 430
Washington, D.C. 20006
Tel. 202.975.2288
edawkins@dicellolevitt.com

Counsel for Plaintiff

*Motion for *pro hac vice* admission to be filed.