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MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RICKEY ALLEN)

Plaintiff,)

v.)

No.)

DESTINY'S CHILD,
DESTINY'S CHILD, INC.,
BEYONCE GISSELLE KNOWLES,
BEYONCE PUBLISHING,
KELENDRIA ROWLAND a/k/a KELLY ROWLAND,
KELENDRIA MUSIC PUBLISHING,
MICHELLE WILLIAMS,
MW PUBLISHING,
RODNEY ROY JERKINS,
RODNEY JERKINS PRODUCTIONS, INC.,
ANDREA MURRAY,
ROBERT WALLER,
ROBERT MORRISON a/k/a ROB DIGGY
MAURICE JOSHUA,
RICKY LEWIS a/k/a RIC RUDE and RICC RUDE
NO HARM PUBLISHING,
MC DONALD'S CORPORATION,
COLUMBIA HOUSE COMPANY,
EMI BLACKWOOD MUSIC, INC.,
SONY URBAN MUSIC/COLUMBIA CK,
SONY/ATV TUNES LLC,
SONY BMG MUSIC ENTERTAINMENT, and
Other unknown individual and corporations

06CV6606
JUDGE HOLDERMAN
MAGISTRATE JUDGE COLE

JURY DEMAND

Defendants.)

COMPLAINT

Plaintiff, RICKEY ALLEN, by his attorney, The Law Office of D. Renee Jackson, for his
Complaint against Defendants named above, states as follows:

Jurisdiction and Venue

1. Jurisdiction of this Court is invoked under 28 U.S.C. §1338(a) as it is an action arising under Acts of Congress relating to copyrights, namely the Copyright Act of 1976, 17 U.S.C. §101

et seq. Plaintiff also invokes the supplemental jurisdiction of this court for claims arising under state law.

2. Venue is proper in this district pursuant to 28 U.S.C. §1400 and 1391.

Parties

3. Plaintiff, an individual, is a citizen of the United States residing in Chicago, Illinois.
4. Defendant Destiny's Child, Inc., is a corporation organized and doing business under the laws of the State of Texas, with its principal place of business at 1880 Century Park East, Los Angeles, California. Defendant sells and distributes music in the Northern District of Illinois, other locations throughout the United States and other countries.
5. Defendant Beyonce Gisselle Knowles ("Beyonce") is a well known professional performer and an individual residing within the state of Texas.
6. Defendant Beyonce Publishing is an entity engaged in the business of publishing musical compositions.
7. Defendant Kelendria Rowland ("Rowland") is a well known professional performer and an individual residing within the state of Texas.
8. Defendant Kelendria Music Publishing is an entity engaged in the business of publishing musical compositions
9. Defendant Michelle Williams ("Williams") is a well known professional performer and an individual residing within the state of Illinois.
10. Defendant MW Publishing is an entity engaged in the business of publishing musical compositions.
11. Defendant Rodney Jerkins ("Jerkins") is a professional songwriter, producer and an individual residing within the state of Florida.
12. Defendant Rodney Jerkins Productions Inc. ("RJP") is engaged in the business of publishing musical compositions and is a corporation organized and doing business under the laws of the State of New Jersey.
13. Defendant Andrea Murray ("Murray") is a talent promoter and an individual, who upon information and belief resides in New York. Murray has transacted business within the Northern District of Illinois.

14. Defendant Robert Waller ("Waller") is a professional producer and an individual, whose residence is unknown at this time.
15. Defendant Robert Morrison ("Morrison") is a professional producer and an individual residing within the state of Illinois.
16. Defendant Maurice Joshua ("Joshua") is a music producer and an individual residing within the state of Illinois.
17. Defendant Ricky Lewis a/k/a Ric Rude ("Rude") is professional songwriter, producer and an individual, whose residence is unknown at this time.
18. Defendant No Harm Publishing ("No Harm") is a corporation organized and doing business under the laws of the State of California.
19. Defendant McDonald's Corporation ("McDonald's"), is a corporation organized and doing business under the laws of the State of Illinois.
20. Defendant Columbia House Company ("Columbia") is a corporation organized and doing business under the laws of the State of New York. Defendant sells and distributes music in the Northern District of Illinois, other locations throughout the United States and other countries.
21. Defendant EMI Blackwood Music, Inc. ("EMI") is a corporation organized and doing business under the laws of the State of Connecticut. Defendant sells and distributes music in the Northern District of Illinois, other locations throughout the United States and other countries.
22. Defendant Sony Urban Music/ Columbia CK ("Sony Urban"), is a corporation organized and doing business under the laws of the State of Delaware. Defendant sells and distributes music in the Northern District of Illinois, other locations throughout the United States and other countries.
23. Defendant Sony/ATV Tunes LLC ("Sony ATV") is a corporation organized and doing business under the laws of the State of Delaware. Defendant sells and distributes music in the Northern District of Illinois, other locations throughout the United States and other countries.
24. Defendant Sony BMG Music Entertainment LLC ("Sony BMG") is a corporation organized and doing business under the laws of the State of Delaware. Defendant sells and distributes

music in the Northern District of Illinois, other locations throughout the United States and other countries.

Facts Common to All Counts

25. Plaintiff repeats and realleges paragraphs 1-24 as though fully set forth herein.
26. In 1992 Plaintiff wrote a song entitled CATER 2 U.
27. In 1993 Plaintiff began public performance of a song entitled CATER 2 U.
28. Plaintiff's song embodies the general idea of catering to a special someone after their stressful day at work.
29. Plaintiff's song entitled CATER 2 U was an original adaptation and was a copyrightable subject matter under the laws of the United States.
30. This song was registered with the United States Copyright Office.
31. This song was registered with the United States Copyright Office on August 15, 1994 and issued a copyright number of SRu301-444.
32. This song was registered with the United States Copyright Office on January 27, 1998 and issued a copyright number of PAu2-255-971.
33. This song was registered with the United States Copyright Office on September 9, 1998 and issued a copyright number of SRu349-159.
34. This song was registered with the United States Copyright Office on September 22, 2000 and issued a copyright number of PAu-255-971.
35. Plaintiff owns four copyrights ("Plaintiff's registered work entitled CATER 2 U") with respect to his song CATER 2 U.
36. At all times herein, Plaintiff has been and still is the owner of the rights, titles and interest in the copyrights in question, and said copyrights are valid and subsisting in full force and effect.
37. Defendant Destiny's Child comprised of Defendants, Beyonce Knowles, Kelly Rowland and Michelle Williams released a song entitled CATER 2 U ("Infringing Work") in November 2004.
38. Defendant Destiny's Child comprised of Defendants, Beyonce Knowles, Kelly Rowland and Michelle Williams subsequently released many versions of the Infringing Work.
39. Such Infringing Work was released on an album entitled Destiny Fulfilled.

40. Such Infringing Work was released on an album entitled Destiny's Child # 1 under the label Sony Urban Music and Columbia in CD and DVD formats.
41. Such Infringing Work was released on an album entitled Destiny's Child # 1 under the label Sony Urban Music and Columbia in CD formats.
42. Such Infringing Work was released on an album entitled Destiny's Child World Tour.
43. Such Infringing Work was performed at the Black Entertainment Television Music Awards show.
44. Such Infringing Work was performed at the Soul Train Music Awards Show.
45. Such Infringing Work was performed at the World Music Awards Show.
46. Defendant Destiny's Child's Infringing Work embodies the general idea of catering to a special someone after their stressful day at work.
47. Defendant Destiny's Child has received millions of dollars based upon the recording, performance and distribution of the Infringing Work.

COUNT I

INFRINGEMENT

48. Plaintiff repeats and realleges paragraphs 1-47 as though fully set forth herein.
49. Plaintiff's registered work entitled CATER 2 U has been registered with The United States Copyright Office since 1994.
50. Plaintiff's registered work entitled CATER 2 U has been available for searching by the public since 1994.
51. In 1999 Plaintiff met Defendant Murray.
52. Defendant Murray advised plaintiff that she had many contacts within the national professional music industry, with producers, musicians and record labels.
53. Defendant Murray subsequently expressed an interest in becoming Plaintiff's agent and manager for the purpose of entering the music industry on a national level.
54. Plaintiff provided several professional and studio recorded demonstration tape versions of his song CATER 2 U to Murray.

55. In 2000, Murray traveled to Chicago, Illinois to personally meet Plaintiff and listen to him perform and record his song CATER 2 U.
56. This meeting occurred in a Chicago, Illinois recording studio.
57. Defendant Morrison was also present at the studio and was employed by Plaintiff as the producer of the recording.
58. Defendant Morrison met Defendant Murray during the recording.
59. Defendants Murray and Morrison knew that Plaintiff's song CATER 2 U was copyrightable subject matter under the laws of the United States and was registered with the United States Copyright Office.
60. Upon her return home, Defendant Murray subsequently requested that Plaintiff mail demonstration tapes of his song CATER 2 U.
61. Plaintiff mailed demonstration tapes to Murray at her Atlanta, GA home.
62. Upon information and belief, Murray subsequently provided access to Plaintiff's song CATER 2 U to Defendant Jerkins.
63. Upon information and belief, Defendant Jerkins, provided Plaintiff's song to Destiny's Child.
64. Jerkins subsequently produced Destiny's Child's Infringing Work through his production company legal organized under the name RJP.
65. Between 1996 and 1999 Plaintiff discussed, on many occasions, remixing capabilities of his song CATER 2 U with Defendant Joshua.
66. Plaintiff provided Defendant Joshua with Plaintiff's registered work entitled CATER 2 U.
67. Defendant Joshua saw Plaintiff publicly perform many versions of his song CATER 2 U.
68. Defendant Joshua knew that Plaintiff's song CATER 2 U was copyrightable subject matter under the laws of the United States and was registered with the United States Copyright Office.
69. Upon information and belief, Defendant Joshua provided access to Plaintiff's song CATER 2 U to Destiny's Child.
70. Defendant Joshua subsequently produced Destiny's Child's Infringing Work.
71. Through the efforts of Defendants Murray, Morrison, Joshua and Jerkins, Defendant Destiny's Child gained access to Plaintiff's registered work entitled CATER 2 U.
72. Defendant Destiny's Child, Beyonce Knowles, Kelly Rowland and Michelle Williams copied Plaintiff's registered work entitled CATER 2 U.

73. Defendant Destiny's Child's Infringing Work is musically similar to Plaintiff's registered work entitled CATER 2 U.
74. Defendant Destiny's Child's Infringing Work is lyrically similar to Plaintiff's registered work entitled CATER 2 U.
75. Defendant Destiny's Child's Infringing Work is composed similar to Plaintiff's registered work entitled CATER 2 U.
76. Through the efforts of Defendants Murray, Morrison, Joshua and Jerkins, Defendant Destiny's Child subsequently performed and released the Infringing Work on their album Destiny Fulfilled on or about November 2004.
77. Defendant Sony produced and/or distributed the Infringing Work and received financial gains from such.
78. Defendant Columbia produced and/or distributed the Infringing Work and received financial gains from such.
79. Defendant Sony ATV/Tunes produced and/or distributed the Infringing Work and received financial gains from such.
80. Defendant No Harm produced the Infringing Work and received financial gains from such.
81. Defendant EMI Blackwood Music, Inc produced the Infringing Work and received financial gains from such.
82. Defendant McDonalds subsequently sponsored a Defendant Destiny's Child CATER 2 U tour and received financial gains from such sponsorship.
83. Without consent, approval or license of the Plaintiff, all Defendants have jointly and substantially copied Plaintiff's registered work entitled CATER 2 U.
84. Without consent, approval or license of the Plaintiff, all Defendants have jointly and substantially publicly performed Plaintiff's registered work entitled CATER 2 U.
85. Without consent, approval or license of the Plaintiff, all Defendants jointly made and distributed or authorized the making or distribution of the Infringing Work substantially utilizing Plaintiff's registered work entitled CATER 2 U.
86. Plaintiff became aware of the Infringing Work in approximately November 2004.
87. The infringing acts by all Defendants of Plaintiff's registered work entitled CATER 2 U has damaged Plaintiff in an amount yet to be determined.

88. The infringing acts by all Defendants of Plaintiff's registered work entitled CATER 2 U has yielded Defendant's profits in an amount thus far not determined but believed to be in excess of \$500 million dollars.
89. The infringing acts by all Defendants have been willful and deliberate; Plaintiff is entitled to recover increased damages as a result of such willful copying.

COUNT II

MISAPPROPRIATION

90. Plaintiff repeats and realleges paragraphs 1-89 as though fully set forth herein.
91. In approximately 2000 in Chicago, Illinois plaintiff entrusted a professional studio recorded demonstration tape of his registered work to Murray for the purpose of promoting plaintiff and the song to the national recording industry.
92. Plaintiff created this demonstration tape through use of his money, skill as a singer-songwriter, extensive time and labor.
93. Plaintiff expected compensation.
94. Defendant Murray, on information and belief, used the recording in competition with plaintiff by providing access to the recording to Destiny's Child.
95. Defendant Murray gained an advantage on plaintiff because she bore no expense in the development of the recording.
96. Plaintiff has not received compensation for the use of his copyright protected work.
97. Plaintiff learned of this misappropriation in approximately November 2004.
98. Plaintiff has been damaged in excess of \$500 million by this misappropriation.

COUNT III

MISAPPROPRIATION

99. Plaintiff repeats and realleges paragraphs 1-98 as though fully set forth herein.
100. In 2000 in Chicago, Illinois plaintiff entrusted a professional studio recorded copy of his registered work to Defendant Morrison for the purpose of producing a recording of the song.

101. Plaintiff created this recording through use of his money, skill as a singer-songwriter, extensive time and labor.
102. Defendant Morrison, on information and belief, used the recording in competition with plaintiff by giving the recording to Destiny's Child.
103. Plaintiff would have expected compensation for such use.
104. Defendant Morrison gained an advantage on plaintiff, because Morrison bore no expense in the development of the recording.
105. Plaintiff learned of this misappropriation in approximately November 2004.
106. Plaintiff has been damaged in excess of \$500 million by this misappropriation.

COUNT IV
MISSAPPROPRIATION

107. Plaintiff repeats and realleges paragraphs 1-106 as though fully set forth herein.
108. Between 1996 and 1999 plaintiff entrusted a professional studio recorded copy of his registered work to Defendant Joshua for the purpose of remixing the song.
109. Plaintiff created this recording through use of his money, skill as a singer-songwriter, extensive time and labor.
110. Defendant Joshua, on information and belief, used the recording in competition with plaintiff by giving the recording to Destiny's Child.
111. Defendant Joshua gained an advantage on plaintiff, because Joshua bore no expense in the development of the recording.
112. Plaintiff became aware of this misappropriation in approximately 2004.
113. Plaintiff has been damaged in excess of \$500 million by this misappropriation.

COUNT V
FRAUD

114. Plaintiff repeats and realleges paragraphs 1-113 as though fully set forth herein.

115. In 2000 in Chicago, Illinois, Murray represented to plaintiff that she would use her best efforts to promote his song entitled CATER 2 U by exposing it to the national recording industry.
116. This representation was false. In truth Murray intended to use plaintiff's copyright protected song for the gain of those other than the plaintiff.
117. The representations were known to be false when she made them.
118. The representations were made by Murray with the intent and purpose of deceiving and defrauding the plaintiff and inducing him in reliance on those representations to entrust a recording of his song entitled CATER 2 U to her.
119. Plaintiff believed the representations made by Murray to be true, and relied on them as inducement to entrust her with a recording of his song entitled CATER 2 U.
120. Plaintiff became aware of these fraudulent acts in approximately 2004.
121. Plaintiff has been damaged in the sum of in excess of \$500 million by this fraudulent inducement.

COUNT VI

FRAUD

122. Plaintiff repeats and realleges paragraphs 1-121 as though fully set forth herein.
123. In 2000 in Chicago, Illinois Morrison represented to plaintiff that he would produce a recording of the plaintiff's song entitled CATER 2 U.
124. This representation was false. In truth Morrison intended to use plaintiff's copyright protected song for the gain of those other than the plaintiff.
125. The representations were known to be false when he made them.
126. The representations were made by Morrison with the intent and purpose of deceiving and defrauding the plaintiff and inducing him in reliance on those representations to entrust a recording of plaintiff's song entitled CATER 2 U to him.
127. Plaintiff believed the representations made by Gresham to be true, and relied on them as inducement to entrust him with a recording of plaintiff's song entitled CATER 2 U.
128. Plaintiff became aware of such fraudulent acts in approximately 2006.
129. Plaintiff has been damaged in excess of \$500 million by this fraudulent inducement.

COUNT VII

FRAUD

130. Plaintiff repeats and realleges paragraphs 1-129 as though fully set forth herein.
131. Between 1996 and 1999 in Chicago, Illinois Defendant Joshua represented to plaintiff that he would remix a recording of the plaintiff's song entitled CATER 2 U.
132. This representation was false. In truth Defendant Joshua intended to use plaintiff's copyright protected song for the gain of those other than the plaintiff.
133. The representations were known to be false when he made them.
134. The representations were made by Defendant Joshua with the intent and purpose of deceiving and defrauding the plaintiff and inducing him in reliance on those representations to entrust a recording of plaintiff's song entitled CATER 2 U to him.
135. Plaintiff believed the representations made by Defendant Joshua to be true, and relied on them as inducement to entrust him with a recording of plaintiff's song entitled CATER 2 U.
136. Plaintiff became aware of such fraudulent acts in approximately 2006.
137. Plaintiff has been damaged in excess of \$500 million by this fraudulent inducement.

COUNT VIII

BREACH OF DUTY OF AGENT TO PRINCIPAL

138. Plaintiff repeats and realleges paragraphs 1-137 as though fully set forth herein.
139. In 2000 in Chicago, Illinois Defendant Murray agreed with the plaintiff to act as his agent of while using her best efforts in shopping a record deal for plaintiff and his song CATER 2 U to the national recording industry.
140. Defendant Murray and plaintiff knew that Murray would be compensated.
141. Defendant Murray breached her fiduciary duty of loyalty to plaintiff by giving the song to Destiny's Child without permission of plaintiff.
142. Plaintiff became aware of this breach in approximately November 2004.
143. Plaintiff has been damaged in excess of \$500 million by this breach of duty.

COUNT IX
BREACH OF CONTRACT

144. Plaintiff repeats and realleges paragraphs 1-143 as though fully set forth herein.
145. In 2000 in Chicago, Illinois, Defendant Murray entered an oral agreement with the plaintiff for valuable consideration.
146. Defendant Murray on her part agreed to use her best efforts in shopping a record deal for plaintiff to national recording outlets, including Sony records.
147. Plaintiff on his part agreed to entrust a demonstration tape of his song entitled CATER 2 U to her understanding that Defendant Murray would be paid to represent him as a talent agent.
148. Plaintiff performed his part of the agreement.
149. Defendant Murray has failed to perform the agreement in that she allowed the plaintiff's copyright protected song to be used without permission and compensation to Plaintiff.
150. Plaintiff became aware of this breach in approximately November 2004.
151. Plaintiff has been damaged in excess of \$500 million by breach of this contract.

COUNT X
BREACH OF CONTRACT

152. Plaintiff repeats and realleges paragraphs 1-151 as though fully set forth herein.
153. In Chicago 2000 Defendant Murray, by her conduct and with the intent to be bound, entered into an agreement with the plaintiff for valuable consideration.
154. Defendant Murray on her part held herself out to be a prominent talent agent with connections to major recording artist and producers, including Rodney Jerkins and Sony.
155. Defendant Murray agreed to act as an agent for plaintiff.
156. Plaintiff on his part entrusted a demonstration tape of his song entitled CATER 2 U to Defendant Murray.
157. Plaintiff and Defendant Murray understood that Murray would be paid to represent him as a talent agent.

158. Plaintiff and Defendant Murray understood that Plaintiff would be compensated for any use or performance of his song entitled CATER 2 U.
159. Plaintiff performed his part of the agreement.
160. Murray has failed to perform the agreement in that she allowed the Plaintiff's copyright protected song to be used without permission or compensation to Plaintiff.
161. Plaintiff has been damaged in excess of \$500 million by breach of this contract.

WHEREFORE, Plaintiff hereby demands that:

1. Each and every defendant be found liable for direct, contributory and vicarious infringement.
2. Each and every Defendant, its agents, servants and employees and all parties in privity with them be enjoined during the pendency of this action and enjoined permanently from infringing Plaintiff's copyright as evidenced by Copyright Registrations SRu-301-444, PAu-2-255-971, SRu-349-159 and PAu-561-418, in any manner, including, but not limited to, the copying, manufacturing, printing, reprinting, publishing, vending, distributing, selling, promoting, advertising any copies of the copyrighted work, or by causing and/or participating in such manufacture, distributing selling, promoting or advertising by others.
3. Each and every Defendant be required to deliver up to be impounded during the pendency of this action all infringing copies of Plaintiff's copyrighted work.
4. Each and every Defendant be required to pay Plaintiff, such damages as the Plaintiff may have sustained as a consequence of Defendant's infringement of Plaintiff's copyright and all profits of each and every Defendant that are attributable to the infringement of Plaintiff's copyright. Plaintiff request each and every defendant to account for all gains, profits and advantages derived by Defendants from its infringement including profits of all sales of Defendant since the date of infringement.
5. Each and every Defendant be required to pay an award of statutory damages should Plaintiff elect this statutory remedy.
6. Each and every Defendant be required to pay an award of increased statutory damages for willful infringement should this remedy be elected.


7. Each and every Defendant be required to pay to the Plaintiff such damages as the Plaintiff has sustained in consequence of the Defendants misappropriation, fraud, breach of duty to agent and breach of contract.
8. Each and every Defendant be required to pay to Plaintiff, the full cost and disbursements of this action together with reasonable attorney's fees.
9. Plaintiff be allowed to recover punitive damages in an amount not less than six times its actual damages because each and every Defendant's conduct was willful, wanton and done in reckless disregard of Plaintiff's rights.
10. Each and every Defendant be required to pay to Plaintiff any further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff respectfully demands a trial of all issues in this case to a jury.

Dated: 11/30/06

The Law Office of D. Renee Jackson

By: 
D. Renee Jackson

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