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CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

Attorney for Plaintiff
CHRISTOPHER JERRY SWANN, et al.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHRISTOPHER JERRY SWANN,
pka BLACK SWANN,
dba SWANN CONCEPTS,

CV08-01477 R (CTX)

Plaintiff,

vs.

ANNA KOURNIKOVA, an individual,
JAMIE MOSSBERG, an individual;
FOGLIGHT ENTERTAINMENT, LLC.,
a New York limited liability company;
OCTAGON, INC., a Virginia corporation,
LIONS GATE ENTERTAINMENT, INC., a
California corporation, ESPN SPORTS,
a Connecticut corporation; and DOES 1-50,

Defendants.

PLAINTIFF'S COMPLAINT
FOR COPYRIGHT INFRINGEMENT;
CONTRIBUTORY COPYRIGHT
INFRINGEMENT; VICARIOUS
COPYRIGHT INFRINGEMENT;
BREACH OF IMPLIED CONTRACT;
OPEN BOOK ACCOUNT; MONEY
HAD AND RECEIVED;
CONSTRUCTIVE TRUST AND
ACCOUNTING;
DEMAND FOR JURY TRIAL

Plaintiff CHRISTOPHER JERRY SWANN hereby alleges for his complaint against all named
defendants above-captioned, and DOES 1-50, the following:

NATURE OF THE ACTION

1. This is a civil action for direct copyright infringement; contributory copyright infringement;
vicarious copyright infringement; breach of implied contract; open book account; money

PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL

Gave
Dismissal
of Does
Form

I/S
20

1 had and received; constructive trust and accounting for which Plaintiff CHRISTOPHER
2 JERRY SWANN seeks an accounting, monetary relief, costs and attorney's fees against
3 defendants, and each of them.

4 **JURISDICTION AND VENUE**

- 5
- 6 2. This action for damages and injunctive relief arises under the copyright laws of the United
7 States, 17 U.S.C. §101, *et seq.*
- 8 3. This court is the proper jurisdiction because it has subject matter jurisdiction under 17
9 U.S.C. 101 *et seq.* and 28 U.S.C. §1331, 1332, and 1338(a) and (b).
- 10 4. This district court is the proper venue under 28 U.S.C. §1391(b) and (c) because Plaintiff's
11 claims arose in this District in that the infringement occurred here and most defendants and
12 related parties can be found doing regular business in this venue as detailed below.
- 13 5. This court has supplemental jurisdiction over the state claims because they are so related to
14 the above federal claims that they form part of the same case or controversy.
- 15 6. Plaintiff, CHRISTOPHER JERRY SWANN (hereafter "Plaintiff" or "SWANN") resides in
16 the State of California and is a musician, songwriter, recording and performance artist who
17 resides in the State of California and whose principal place of business is in the State of
18 California.
- 19 7. This court has personal jurisdiction over defendants in that defendants reside and/or are
20 doing business in the State of California and in this District.
- 21 8. On information and belief, Defendant ANNA KOURNIKOVA is an individual who resides
22 in the county of Miami-Dade, state of Florida and who does or has done business regularly
23 in the state of California and with other named defendants herein.
- 24 9. On information and belief, Defendant JAMIE MOSSBERG (hereafter "MOSSBERG") is
25 an individual who resides in the county of San Diego, state of California and who does
26 business regularly in the county of Los Angeles and with other named defendants herein.
27
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 10. Defendant FOGLIGHT ENTERTAINMENT, LLC, is a New York limited liability
2 company (hereafter "FOGLIGHT") doing business regularly in the county of Los Angeles,
3 state of California, and keeps or has kept offices at 1633 26th St., 3rd floor, Santa Monica,
4 CA 90404.

5 11. Defendant OCTAGON, INC., is a Virginia corporation (hereafter "OCTAGON") doing
6 business regularly in the county of Los Angeles, state of California, with offices at 8687
7 Melrose Avenue, 7th Floor, Los Angeles, CA 90069.

8 12. Defendant LIONS GATE ENTERTAINMENT, INC., dba LIONS GATE FILMS and/or
9 LIONS GATE HOME ENTERTAINMENT (hereafter "LIONS GATE") is a California
10 corporation doing business regularly in the county of Los Angeles, state of California with
11 offices at 2700 Colorado Avenue, Santa Monica, California 90404.

12 13. Defendant ESPN, is a Connecticut corporation (hereafter "ESPN") doing business regularly
13 in the state of California, with its principal places of business at ESPN Plaza, Bristol, CT
14 06010.
15

16 **FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

17 14. SWANN incorporates Paragraphs 1 through 13 above as if fully set forth herein.

18 15. During the year 1999, SWANN wrote, produced and recorded a full-length album entitled
19 "Black Swann," embodying among other musical compositions, the composition entitled
20 "If I Die," and the composition entitled "Only Your Eyes Can Tell." The compositions
21 were fixed on tangible mediums including SWANN's computer, and a compact disc (CD)
22 labeled with the album title and composition titles. See Exhibit "A," which is a true and
23 correct copy of Plaintiff's first copyrighted publication of the album and compositions on
24 CD, and is incorporated herein by this reference as though fully set forth herein.
25

26 16. On February 10, 2003, the United States Copyright Office issued Certificate of Registration
27 No. Pau 2-760-955 for Plaintiff's Short Form PA and registered CD for the album "Black
28 ~~Swann I." A true and correct copy of said certificate is attached hereto as Exhibit "B" and~~

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
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1 incorporated herein by this reference.

2 17. On October 1, 2007, Plaintiff filed Form SR for the album "Black Swann I" along with the
3 CD and received a receipt for same on November 14, 2007 from the United States
4 Copyright Office. A true and correct copy of said certificate and receipt is attached hereto
5 as Exhibit "C" and incorporated herein by this reference.

6 18. In November 2002, SWANN released to the public his album entitled, "Black Swann I."

7 19. During the months of January through March 2003, SWANN contacted defendant JAMIE
8 MOSSBERG (hereinafter "MOSSBERG") occasionally to inquire about new music
9 licensing opportunities.
10

11 20. During an April 2003 conversation between SWANN and MOSSBERG, MOSSBERG told
12 SWANN that he was working on a project entitled "A DATE WITH ANNA," which
13 needed score/soundtrack music. MOSSBERG then invited SWANN to come to his music
14 studio and watch the footage of "A DATE WITH ANNA." SWANN visited MOSSBERG,
15 watched the footage, and MOSSBERG and SWANN discussed the type of music that might
16 be appropriate to synchronize with the footage.

17 21. On April 19, 2003, SWANN personally submitted the album "Black Swann I" to Defendant
18 MOSSBERG for possible synchronization with the footage for "A DATE WITH ANNA."

19 22. On April 29, 2003, SWANN again contacted MOSSBERG whereupon MOSSBERG
20 informed SWANN that SWANN's compositions from "Black Swann I" synchronized well
21 with the footage of "A DATE WITH ANNA."
22

23 23. On April 29, 2003, MOSSBERG and SWANN met at MOSSBERG's studio so that
24 SWANN could view the footage of "A DATE WITH ANNA" synchronized with
25 SWANN's compositions. At that meeting, MOSSBERG also presented SWANN with a
26 licensing agreement that had been faxed to MOSSBERG by Defendant FOGLIGHT.

27 24. At approximately 3:00 - 4:00 p.m. on April 29, 2003, SWANN brought the licensing
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
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1 agreement faxed to MOSSBERG by FOGLIGHT for review by a San Diego entertainment
2 attorney, who advised SWANN to reject the license agreement proposal by FOGLIGHT based
3 upon the price term and based upon other unacceptable clauses contained in it.

4
5 25. On April 29, 2003, between 4:00 – 5:00 p.m., SWANN returned to MOSSBERG’s studio
6 to discuss the attorney’s advice on the terms set forth in FOGLIGHT’s proposed licensing
7 agreement with MOSSBERG. SWANN immediately communicated his rejection of the
8 licensing agreement offer by FOGLIGHT to MOSSBERG stating that several terms would
9 need to be changed, including specifically the consideration term. MOSSBERG responded
10 by attempting to telephone FOGLIGHT with the intent of discussing acceptable licensing
11 terms to the agreement submitted to SWANN by FOGLIGHT. SWANN recollects that
12 MOSSBERG was unable to reach FOGLIGHT by telephone while SWANN was with
13 MOSSBERG on April 29, 2003.

14 26. At the conclusion of the SWANN- MOSSBERG meeting on April 29, 2003, MOSSBERG
15 suggested to SWANN that he make changes to the licensing agreement for FOGLIGHT’s
16 review. MOSSBERG promised SWANN that he would be in contact with SWANN
17 regarding the license agreement terms. However, MOSSBERG failed to facilitate any
18 agreement between SWANN and FOGLIGHT, and no agreement between FOGLIGHT and
19 SWANN was ever concluded.

20 27. Because SWANN submitted the compositions to MOSSBERG for possible license to
21 FOGLIGHT for its project, “A DATE WITH ANNA,” and FOGLIGHT submitted a license
22 agreement to MOSSBERG to present to SWANN, the understanding and expectation by
23 SWANN, fully and clearly understood by MOSSBERG and by FOGLIGHT, that SWANN
24 would be reasonably compensated for the compositions if used by defendants was evident.

25 28. Periodically, from May 2003 through December 2005, SWANN called MOSSBERG by
26 telephone to inquire about any new licensing opportunities and to check on the status of the
27 project “A DATE WITH ANNA.” MOSSBERG always responded by saying, “No,

28 nothing.”

**PLAINTIFF’S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
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- 1 29. Sometime in June 2003, MOSSBERG told SWANN by telephone that one of the
2 employees at FOGLIGHT was MOSSBERG's cousin, and that MOSSBERG did \$15,000
3 worth of work on past projects and had still not been paid. MOSSBERG also said he'd still
4 not been paid for his work on the Anna Kournikova DVD "A DATE WITH ANNA," and
5 that FOGLIGHT was not returning any of MOSSBERG's calls.
- 6 30. On one phone call between MOSSBERG and SWANN during the summer of 2003,
7 MOSSBERG told SWANN that FOGLIGHT "decided not to use your music for the DVD."
8
- 9 31. Other than those set forth above, from late summer of 2003 until January 2006, SWANN
10 and MOSSBERG had no further conversation or communication of any kind in reference to
11 the project "A DATE WITH ANNA."
- 12 32. In late January 2006, SWANN telephoned MOSSBERG, whereupon MOSSBERG
13 commented that the project "A DATE WITH ANNA," might be on the shelves of stores
14 and that he, MOSSBERG, would go in half to purchase the DVD of "A DATE WITH
15 ANNA."
- 16 33. In late January 2006, MOSSBERG also told SWANN he wanted to sue his cousin at
17 FOGLIGHT and he wanted SWANN to testify. MOSSBERG said to SWANN that
18 MOSSBERG wanted to put together a proposal for SWANN to sign.
- 19 34. On February 5, 2006, SWANN visited a San Diego video store and purchased the DVD "A
20 DATE WITH ANNA."
21
- 22 35. Upon viewing the DVD "A DATE WITH ANNA," SWANN noted 22 minutes of
23 inclusion of SWANN's copyrighted material used therein. Please see Exhibit "D," a true
24 and correct copy of the cover of the DVD "A DATE WITH ANNA" and of the usage chart
25 prepared by SWANN with cues.
- 26 36. Due to the fact that SWANN expressly rejected FOGLIGHT's offer contained in its offer of
27 license agreement transmitted through MOSSBERG, no agreement was ever reached by
28

1 SWANN and any of the named Defendants for remuneration of any kind to SWANN for use of
2 SWANN's copywritten musical compositions on "A DATE WITH ANNA."

3 37. No payment, remuneration or other consideration was ever transmitted, deposited or
4 provided to SWANN by any Defendant herein for the usage by Defendants on "A DATE
5 WITH ANNA."

6 38. Absent an agreement between parties, use of copywritten material without license,
7 permission or other consideration by an Artist is infringement of copyrights under 17
8 U.S.C. § 106.

9 39. Notwithstanding the absence of an agreement between SWANN and Defendants, and each
10 of them, compensation for the perpetual rights to SWANN's copywritten master recordings
11 and recorded performances as well as royalties based upon the sales of DVDs and television
12 exhibition of the musical compositions owned and performed by SWANN are due and
13 payable by each named Defendant to SWANN.

14 40. SWANN alleges claims for copyright infringement based on each named Defendant's
15 publication of SWANN's recorded performances on the DVD entitled "A DATE WITH
16 ANNA" and failure to compensate or provide consideration to SWANN.

17 41. Despite the fact that SWANN published his own performances and registered such musical
18 compositions and sound recordings with the United States Copyright Office, Register of
19 Copyrights, and thereby secured the exclusive rights to reproduce and distribute to the
20 public by sale or other transfer of ownership, or by lease, lending or license, reproductions
21 of the copyrighted works under Copyright Act, 17 U.S.C. § 106, Defendants failed to
22 properly license, purchase or otherwise compensate SWANN for his publications and his
23 performances.

24 42. Since the respective dates of the first publication or the first exhibition on television and
25 any subsequent publications and/or exhibitions of the DVD entitled "A DATE WITH
26 ANNA," SWANN has not received compensation for his publications or his performances

27 ~~ANNA," SWANN has not received compensation for his publications or his performances~~
28 **PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 in the sound recordings "If I Die" and "Only Your Eyes Can Tell" by any of the Defendants
2 herein.

3 43. SWANN is informed and believe, and thereon alleges, that sometime between April 2003
4 and August 2003, and continuing to the present, defendants, and each of them, entered into
5 agreements and contracts with one or all of the other defendants and with others presently
6 unknown to SWANN, including defendants DOES 1 through 25, wherein defendants, and
7 one or all of them and DOES 1 through 25 purported and attempted to grant, convey, and
8 license to other defendants and/or others presently unknown to SWANN, including
9 defendants DOES 1 through 25, the exclusive and perpetual rights to the master recordings
10 of, and the use of, the compositions and the performances recorded on the Plaintiff's songs
11 entitled, "If I Die" and "Only Your Eyes Can Tell" on the DVD "A DATE WITH ANNA."

12
13 44. SWANN is informed and believes, and thereon alleges, that Defendants, and each of them,
14 regularly market, sell, produce, manufacture, license, distribute, and exploit songs, music,
15 musical compositions, and entertainment services throughout the world.

16 **COUNT ONE**

17 **FIRST CAUSE OF ACTION BY SWANN FOR**

18 **DIRECT COPYRIGHT INFRINGEMENT**

19
20 45. Plaintiff incorporates Paragraphs 1 through 44 as if fully set forth herein.

21 46. Plaintiff alleges two separate claims for copyright infringement based on the Defendants'
22 publication of SWANN's two separate copyrighted musical compositions and sound
23 recordings.

24 47. Plaintiff first wrote, created and published two separate music compositions and sound
25 recordings entitled "If I Die" and "Only Your Eyes Can Tell," which were fixed on a
26 tangible medium on a master album entitled "Black Swann I" in the year 1999. See Exhibit
27 "A" which is a true and correct copy of Plaintiff's first published album in CD format, and
28 is incorporated herein by this reference.

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 48. Each recording was published with an appropriate notice of copyright and Plaintiff
2 registered such musical compositions with the Register of Copyrights and received the
3 certificate of registration bearing a date of February 10, 2003, and a certificate number
4 PAu 2-760-955 as shown in Exhibit "B," which is incorporated herein by this reference.
5 By this means, the Plaintiff secured the exclusive right in the musical composition and right
6 of performance therein, and the exclusive right to reproduce and distribute to the public by
7 sale or other transfer of ownership, or by lease, lending or license, reproductions of the
8 copyrighted works under Copyright Act, 17 U.S.C. § 106.

9 49. Each recording was published with an appropriate notice of copyright and Plaintiff
10 registered the sound recordings in the album Black Swann I with the Register of Copyrights
11 and filed to obtain the SR certificate of registration on October 1 2007, as shown in Exhibit
12 "C," which is incorporated herein by this reference. By this means, the Plaintiff secured the
13 exclusive right to reproduce and distribute to the public by sale or other transfer of
14 ownership, or by lease, lending or license, reproductions of the copyrighted works under
15 Copyright Act, 17 U.S.C. § 106.

16 50. Since the respective dates of the first publications, Plaintiff has been the respective sole
17 proprietor of all rights, title and interest in and to the copyrights in the sound recordings and
18 the compositions listed in Exhibits A through C hereto.

19 51. Since the dates of first publication, the Plaintiff has duly complied with all of the pertinent
20 provisions of the Copyright Act and all other laws governing copyright with respect to each
21 of the respective sound recordings and compositions identified in Exhibits A through C.

22 52. Plaintiff is informed and believes and thereon alleges that as early as April 2003,
23 defendants, and each of them, without Plaintiff's permission, license, and without
24 remuneration to Plaintiff, adapted, used, reproduced, marketed, distributed and sold
25 Plaintiff's copyrighted material in the defendants' video production, a digital video disc
26 Plaintiff's copyrighted material in the defendants' video production, a digital video disc
27 (DVD) entitled, "A DATE WITH ANNA." (See Exhibit D). Defendants, and each of
28

1 them, adapted, used, reproduced, marketed, distributed and sold a total of 22 minutes and
2 21 seconds of Plaintiff's copyrighted material for the DVD's production.

3 53. Plaintiff first became aware of Defendants' infringing conduct in late January 2006, as
4 recounted in paragraph 32 above when SWANN and MOSSBERG had their first
5 conversation regarding "A DATE WITH ANNA" since the summer of 2003, when
6 MOSSBERG told SWANN FOGLIGHT decided not to use SWANN's compositions.
7

8 54. On dates and times presently unknown by Plaintiff, defendants, and each of them, adapted,
9 used, reproduced, licensed, marketed, distributed and sold the production "A DATE WITH
10 ANNA," for broadcast and airing on national and/or cable television networks, including,
11 but not limited to, defendant ESPN.

12 55. In undertaking the conduct complained of in this action, Defendants knowingly and
13 intentionally violated Plaintiff's rights. Defendants knowledge and intent are established by
14 the following facts:

- 15 a. On or about April 29, 2003, Defendant MOSSBERG presented SWANN with a
16 proposed agreement for FOGLIGHT's license of SWANN's copywritten works and
17 SWANN immediately and expressly rejected Defendants' proposal.
- 18 b. Despite numerous phone calls by SWANN to Defendant MOSSBERG requesting
19 status of the use of SWANN's copywritten material in "A DATE WITH ANNA,"
20 from April 30, 2003 to January 2006, Defendant MOSSBERG continually denied
21 any use of the copywritten material by himself or by other named Defendants
22 herein, and during the summer of 2003, MOSSBERG stated that FOGLIGHT had
23 decided not to use SWANN's compositions on "A DATE WITH ANNA."
- 24 c. The Defendants' unauthorized uses include the reproduction of SWANN's **two (2)**
25 separate copywritten musical compositions and sound recordings on which this
26 action is based.
27

28
**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 56. At no time did Plaintiff authorize defendants to use, license, own, reproduce, adapt or
2 distribute Plaintiff's copyrighted material.

3 57. At the times of the acts of infringement complained of, Plaintiff named in each cause of
4 action was and is the owner of the copyrights in the compositions and sound recordings
5 identified and named.

6 58. After the respective dates of first publication and continuing to the present, the Defendants,
7 and each of them, have infringed and continue to infringe Plaintiff's copyrights in the sound
8 recordings and in the compositions shown in Exhibits A through C by reproducing or
9 causing, contributing to, and participating in the unauthorized reproduction of the
10 copyrighted sound recordings and by causing, contributing to, and participating in the
11 distribution of the unauthorized reproductions of the copyrighted sound recordings and
12 compositions to the public.

13 59. Defendants have used and promoted and continue to use and promote, reproduce and to
14 enable others to reproduce Plaintiff's copyrighted sound recordings and compositions in
15 their complete or substantial entirety on Defendants' business premises for the
16 commercial profit of Defendants without any payment to or authorization by Plaintiff.

17 60. Plaintiff notified each Defendant by cease and desist/demand letters during October 2006
18 that Defendants have infringed the copyrights of Plaintiff; however, Defendants have
19 continued to infringe Plaintiff's copyrights and exclusive rights in Plaintiff's copyrighted
20 materials.

21 61. By reason of Defendants' infringements of the copyrights, Plaintiff has sustained and will
22 continue to sustain substantial injury, loss and damage to his ownership in the sound
23 recordings and his publishing rights in the music compositions, all of which is copyrighted
24 material.

25 62. Defendants have unlawfully and wrongfully derived and will continue to derive income and
26 other benefits and profits from these infringing acts.
27
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 63. Further irreparable harm to Plaintiff is ongoing as a result of Defendants' conduct, and
2 Plaintiff is therefore entitled to an injunction restraining Defendants, their officers,
3 directors, agents, employees, representatives and all persons acting in concert with them
4 from engaging in further such acts of copyright infringement.

5 64. Plaintiff is further entitled to recover from Defendants all of the damages sustained by
6 Plaintiff as a result of Defendants' willful and deliberate acts of copyright infringement.
7 Plaintiff is at present unable to ascertain the full extent of the monetary damage he has
8 suffered by reason of Defendants' acts of copyright infringement, but Plaintiff will allege
9 sustained damages at the time of trial.

10 65. Plaintiff is further entitled to recover from Defendants the gains, profits and advantages
11 Defendants, and each of them, have obtained as a result of their acts of copyright
12 infringement. Plaintiff is at present unable to ascertain the full extent of the gains, profits
13 and advantages that Defendants' have obtained by reason of their acts of copyright
14 infringement, but Plaintiff will allege sustained damages at the time of trial.

15 66. Plaintiff is additionally entitled to the maximum statutory damages which copyright
16 registration confers upon a copyright owner, pursuant to 17 U.S.C. §504(c), in the amount
17 of \$150,000.00 with respect to EACH work infringed, or for such other amounts as may be
18 proper under 17 U.S.C. §504(c).
19

20 **COUNT TWO**

21 **SECOND CAUSE OF ACTION BY SWANN FOR**

22 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

23 67. Plaintiff incorporates Paragraphs 1 through 66 as if fully set forth herein.
24

25 68. Plaintiff alleges two claims for contributory copyright infringement based on the
26 defendants' conduct. Defendants, and each of them, have engaged in and continue to
27 engage in the business of knowingly and systematically inducing, causing, and materially
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
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1 contributing to the above-described unauthorized reproductions and/or distributions of copies
2 of Plaintiff's copyrighted materials and thus to the infringement of Plaintiff's copyrights and
3 exclusive rights in the copyrighted materials under 17 U.S.C. §106.

4 69. Defendant FOGLIGHT knowingly and intentionally induced and materially contributed to
5 the infringements by providing other named defendants with Plaintiff's copywritten music
6 compositions and recordings after submitting a license agreement to Plaintiff that Plaintiff
7 flatly rejected.

8
9 70. Defendants, and each of them, knowingly and intentionally induced and materially
10 contributed to the infringements by assisting in the production and distribution to the public
11 of the DVDs and Master Copy for use on television which included unauthorized
12 publications of Plaintiff's copyrighted material.

13 71. Defendants knowingly and intentionally induced and materially contributed to the
14 infringements by approving the final versions of the DVD for distribution and Master Copy
15 for use on television, which included Plaintiff's copyrighted materials without Plaintiff's
16 authorization.

17 72. The infringement of each of Plaintiff's rights in and to the copyrighted materials by each
18 defendant constitutes a separate and distinct act of infringement.

19 73. The foregoing acts of infringement by defendants have been willful, intentional, and
20 purposeful, in disregard of and indifference to Plaintiff's rights.

21 74. Defendants' conduct constitutes contributory infringement of Plaintiff's copyrights and
22 exclusive rights under copyright in that each defendant has knowingly and intentionally
23 induced, caused or materially contributed to the unauthorized reproduction or distribution to
24 the public of Plaintiff's copyrighted material in violation of sections 106, 115 and 501 of
25 the Copyright Act (17 U.S.C. §§ 106, 115, 501).
26
27
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 75. As a direct and proximate result of the contributory infringements by defendants of
2 Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to damages
3 and defendants' profits pursuant to 17 U.S.C. 504(b) for each infringement.

4 76. Additionally, Plaintiff is entitled to the maximum statutory damages, pursuant to 17 U.S.C.
5 §504(c), in the amount of \$150,000 with respect to each work infringed, or for such other
6 amounts as may be proper under 17 U.S.C. §504(c).

7 77. Plaintiff is further entitled to attorney's fees and costs of suit pursuant to 17 U.S.C. §505.

8 78. Defendants' conduct, as hereinabove averred, is causing and, unless enjoined and restrained
9 by this court, will continue to cause Plaintiff great and irreparable injury that cannot fully
10 be compensated or measured in money. Pursuant to 17 U.S.C. §502, Plaintiff is entitled to
11 preliminary and permanent injunctions prohibiting further contributory infringements of
12 Plaintiff's copyrights.
13

14 **COUNT THREE**

15 **THIRD CAUSE OF ACTION BY SWANN FOR**
16 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**
17

18 79. Plaintiff incorporates Paragraphs 1 through 78 as if fully set forth herein.

19 80. At all times relevant herein, defendants FOGLIGHT, OCTAGON, INC. and ESPN had the
20 right and ability to supervise and/or control the infringing conduct contained herein and
21 thus to prevent the infringement of Plaintiff's copyrights and protect Plaintiff's exclusive
22 rights in the copyrighted materials under 17 U.S.C. § 106.

23 81. Defendants had the right and ability to supervise and/or control the infringing conduct
24 contained herein because Plaintiff provided defendants with his copywritten materials, but
25 defendants failed to obtain Plaintiff's permission, license or authorization and failed to
26 provide him compensation. Defendants, and each of them, have business relationships
27

28 **PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 with other defendants, all of whom are unknown to Plaintiff, and derive substantial financial
2 benefits from business dealings amongst them.

3 82. Furthermore, at all times relevant herein, defendants, and each of them, derived substantial
4 financial, material, marketing and publicity benefits from the defendants' infringements of
5 Plaintiff's copyrights in that, among other things, defendants regularly or occasionally do
6 business with defendant ANNA KOURNIKOVA, and with each other and promote each
7 others' business in the media and marketplace. Plaintiff's copyrighted materials were used
8 to further defendants' inter-market relationships without compensation or credit afforded to
9 Plaintiff.

10 83. Defendants had the right and ability to supervise and/or control the infringing conduct
11 contained herein because they were involved in the production and distribution to the public
12 of the DVD and television version of "A DATE WITH ANNA," which contained the
13 unauthorized publication of Plaintiff's copyrighted material. Such defendants have derived
14 substantial financial benefits from the unauthorized reproduction of Plaintiff's copyrighted
15 material without having to pay license fees or performance royalties to Plaintiff, as well as
16 from the sales of DVDs which contain the unauthorized publications of Plaintiff's
17 copyrighted material.

18 84. The foregoing acts of infringement by defendants, and each of them have been willful,
19 intentional, and purposeful, in disregard of and indifference to the right of Plaintiff.

20 85. Defendants' conduct, as averred herein, constitutes vicarious infringement of Plaintiff's
21 copyrights and exclusive rights under section(s) 106, 115 & 501 of the Copyright Act, 17
22 U.S.C. §§106, 115, and 501.

23 86. As a direct and proximate result of defendants' vicarious infringement of Plaintiff's
24 copyrights and exclusive rights under copyright, Plaintiff is entitled to damages and profits
25 in an amount to be proved at trial and/or pursuant to 17 U.S.C. §504(b) for each
26 infringement.
27
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 87. Alternatively, Plaintiff is entitled to the maximum statutory damages in the amount of
2 \$150,000 with respect to each work infringed, or for such other amounts as may be proper
3 under 17 U.S.C. §504(c).

4 88. Plaintiff is further entitled to his attorney’s fees and full costs pursuant to 17 U.S.C. §505.

5 89. Defendants’ conduct, as hereinabove averred, is causing and, unless enjoined and restrained
6 by this court, will continue to cause Plaintiff great and irreparable injury that cannot fully
7 be compensated or measured in money. Plaintiff has no adequate remedy at law. Pursuant
8 to 17 U.S.C. §502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting
9 further vicarious infringements of Plaintiff’s copyrights.
10

11 **COUNT FOUR**

12 **FOURTH CAUSE OF ACTION BY SWANN FOR**

13 **BREACH OF IMPLIED CONTRACT AGAINST ALL DEFENDANTS**

14 90. SWANN incorporates Paragraphs 1 through 89 as if fully set forth herein.

15 91. The foregoing acts and conduct by Defendants constitutes breach of implied contract under
16 California Civil Code §1621 and under the common laws of the state of California.
17

18 92. SWANN composed, produced and recorded the music compositions “If I Die,” and “Only
19 Your Eyes Can Tell,” and copyrighted them on an album entitled “Black Swann 1.”
20 SWANN submitted the compositions to MOSSBERG for possible license to FOGLIGHT
21 for its project, “A DATE WITH ANNA,” with the understanding and expectation by
22 SWANN, fully and clearly understood by MOSSBERG and by FOGLIGHT, that SWANN
23 would be reasonably compensated for the compositions if used by defendants.

24 93. In accordance with the facts set forth in this complaint, Defendants FOGLIGHT and
25 MOSSBERG offered an agreement to SWANN to license his sound recordings and music
26 compositions on the project, “A DATE WITH ANNA.” SWANN rejected FOGLIGHT and
27 MOSSBERG’s offer and no further offers ensued. SWANN’s rejection of the offer
28

**PLAINTIFF’S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 tendered by FOGLIGHT and failure to receive another offer from FOGLIGHT implied to
 2 SWANN that defendants were aware that they did not have SWANN's authorization to use his
 3 copyrighted material. SWANN also reasonably relied on MOSSBERG's statement that
 4 FOGLIGHT decided not to use SWANN's compositions in the project, "A DATE WITH
 5 ANNA." Nevertheless, Defendants FOGLIGHT and MOSSBERG allowed SWANN's
 6 copyrighted materials to be used despite the absence of SWANN's consent, thereby breaching
 7 the implied agreement that defendants, and each of them, refrain from such use.

8 94. As a result of the defendants' acts amounting to breach of implied contract, SWANN has
 9 been damaged, in an amount that shall be determined according to proof, for which actual
 10 damages in the amount of lost profits, as well as all foreseeable consequential damages are
 11 recoverable.
 12

13 **COUNT FIVE**

14 **FIFTH CAUSE OF ACTION BY SWANN FOR OPEN BOOK**
 15 **ACCOUNT AGAINST ALL NAMED DEFENDANTS, AND DOES 1 THROUGH 25**

16 95. Plaintiff realleges and incorporates by this reference the allegations of paragraphs 1
 17 through 94, inclusive, as though set forth in full.

18 96. Plaintiff is informed and believes, and thereon alleges, that all named defendants and DOES 1
 19 through 25 have received and been paid royalties by third parties, which royalty payments
 20 were made as a result of the licensing and sales of DVDs embodying the master sound
 21 recordings and musical compositions of SWANN and for which royalty payments included
 22 payments and monies due and owing to SWANN.

23 97. Since the date of infringement of Plaintiff's copyrights as complained of herein, defendants,
 24 and each of them, became indebted to SWANN on an open book account for monies due,
 25 exclusive of interest and costs, for services performed by SWANN to said defendants for which
 26 said defendants impliedly agreed to pay a sum based on their income therefrom.
 27

28 **PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
 VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
 MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

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98. Neither the whole nor any part of the sum due has been paid, although demand therefor has been made, and there is now due, owing, and unpaid a certain sum, exclusive of interest and costs.

COUNT SIX
SIXTH CAUSE OF ACTION BY SWANN FOR
MONEY HAD AND RECEIVED AGAINST ALL
DEFENDANTS AND DOES 1 THROUGH 25

99. SWANN realleges and incorporates by this reference the allegations of paragraphs 1 through 98, inclusive, as though set forth in full.

100. Since the date of infringement of Plaintiff's copyrights as complained of herein, defendants, and each of them, became indebted to SWANN in a certain sum, exclusive of interest and costs, for money had and received and for services by said defendants for the use and benefit, and on account of SWANN. Defendants have received money from third parties, representing the payment of royalties on account of the sales and licensing of recording of the DVD which includes Plaintiff's music compositions recorded and created by SWANN.

101. Neither the whole nor any part of the sum due has been paid, although demand therefor has been made, and there is now due, owing, and unpaid an excessive sum, exclusive of interest and costs.

COUNT SEVEN
SEVENTH CAUSE OF ACTION BY SWANN
FOR CONSTRUCTIVE TRUST AGAINST ALL DEFENDANTS

102. SWANN herein realleges and incorporates by this reference the allegations of paragraphs 1 through 101, inclusive, as though set forth in full.

103. By reason of all of the facts hereinabove alleged, defendants, and each of them, and DOES 1 through 25, and each of them, hold and will hold tangible things embodying Plaintiff's music compositions and master sound recordings as constructive trustee for the use and benefit of

PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT; VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT; MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL

1 SWANN. SWANN respectfully requests that this Court declare that defendants are such
 2 constructive trustees and to order defendants to deliver and transfer to SWANN all originals or
 3 at the least, the proceeds from music compositions and master sound recordings, and all
 4 associated intellectual property rights therein, if any, which are presently in the possession of
 5 any defendant or which may hereafter come into existence, together with all tapes, discs and
 6 other tangible things embodying such recorded performances and to account, and pay over, to
 7 SWANN any and all proceeds therefrom.
 8

9
 10 **COUNT EIGHT**

11 **EIGHTH CAUSE OF ACTION BY SWANN**

12 **FOR ACCOUNTING AGAINST ALL DEFENDANTS**

13 104. SWANN herein realleges and incorporates by this reference the allegations of paragraphs 1
 14 through 103, inclusive, as though set forth in full.

15 105. Pursuant to the copyright infringement by defendants and/or a part of the implied contract
 16 between SWANN and Defendants, and any and all contracts, agreements, and licensing
 17 agreements arising therefrom, defendants, and each of them, jointly and severally, and DOES 1
 18 through 25, received monies and consideration for SWANN. However, said defendants have
 19 failed to properly account to SWANN for sums owing to SWANN.
 20

21 106. Pursuant to the copyright infringement by defendants and/or a part of the implied contract
 22 between SWANN and Defendants as well as pursuant to and as a part of any and all
 23 agreements and contracts with defendants and DOES 1 through 25, and any and all contracts,
 24 agreements, and licensing agreements arising therefrom, defendants received all monies,
 25 consideration, and income for SWANN, including SWANN's share of any royalties or
 26
 27
 28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
 VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
 MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

1 licensing fees to be paid to SWANN. However, defendants have failed to properly account to
2 SWANN for sums owing to SWANN.

3
4 107. SWANN is informed and believes, and thereon alleges, that there is now and due owing to
5 SWANN from Defendants, and each of them, jointly and severally, certain assets, income, and
6 royalty payments of SWANN, and that defendants have in their possession monies, and will
7 have monies, which monies belong to SWANN, including any and all agreements and
8 contracts arising therefrom, the exact amount of which is unknown to SWANN and cannot be
9 ascertained without an accounting. SWANN is entitled to an accounting to determine all
10 amounts owing to SWANN pursuant to defendants' unauthorized uses.
11

12 **PRAYER**

13 WHEREFORE, SWANN prays for judgment against defendants, and each of them, jointly and
14 severally, as under California Civil Code §1430, *et seq.*, as follows:

- 15 1. On Counts One through Eight hereunder, for royalties, license fees, defendants' profits and
16 for damages in such amount as may be found; additionally or as the Court sees just and
17 proper in lieu of actual damages, for maximum statutory damages in the amount of not less
18 than \$150,000 with respect to EACH copyrighted work infringed per defendant, or for such
19 other amount as may be proper pursuant to 17 U.S.C. §504(c).
- 20 2. For preliminary and permanent injunctions enjoining defendants, and each of them, and
21 their respective agents, servants, employees, officers, attorneys, successors, licensees and
22 assigns, and all persons acting in concert or participation with each or any of them, from: (i)
23 directly or indirectly infringing in any manner any of Plaintiff's copyrights, including
24 without limitation, the copyrighted materials listed in Exhibits A-C; (ii) from causing,
25 contributing to, enabling, facilitating, or participating in the infringement of any of
26 SWANN's copyrights, including without limitation, the copyrighted materials referenced in
27 Exhibits A-C hereto; and (iii) from engaging in any unfair competition and/or fraudulent
28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**

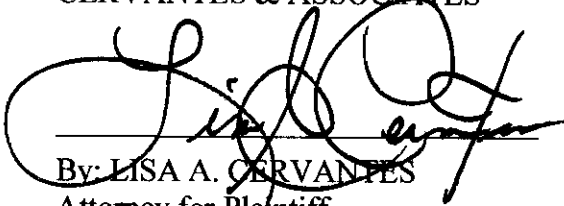
1 business practices, including but not limited to infringing upon SWANN's copyrights,
2 including without limitation, the copyrighted materials referenced in Exhibits A-C hereto.

- 3 3. For actual damages in the amount of lost profits, as well as all foreseeable consequential
- 4 damages to be determined according to proof.
- 5
- 6 4. For an accounting and the imposition of constructive trust, restitution of defendants'
- 7 unlawful proceeds, and damages according to proof.
- 8
- 9 5. For punitive and exemplary damages in such amount as may be awarded by a jury at trial.
- 10
- 11 6. For prejudgment interest according to law.
- 12
- 13 7. For SWANN's attorneys' fees and costs in this action.
- 14
- 15 8. For such other and further relief as the court may deem just and proper.

13 Respectfully submitted,

Dated: March 3, 2008

14 CERVANTES & ASSOCIATES

15 

16 _____

17 By: LISA A. CERVANTES
Attorney for Plaintiff

18

19

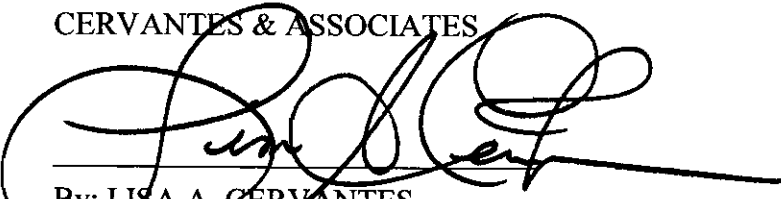
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a trial by jury.

22 Respectfully submitted,

Dated: March 3, 2008

23 CERVANTES & ASSOCIATES

24 

25 _____

26 By: LISA A. CERVANTES
Attorney for Plaintiff

27

28

**PLAINTIFF'S COMPLAINT FOR COPYRIGHT INFRINGEMENT; CONTRIBUTORY COPYRIGHT INFRINGEMENT;
VICARIOUS COPYRIGHT INFRINGEMENT; BREACH OF IMPLIED CONTRACT; OPEN BOOK ACCOUNT;
MONEY HAD AND RECEIVED; CONSTRUCTIVE TRUST AND ACCOUNTING; DEMAND FOR JURY TRIAL**



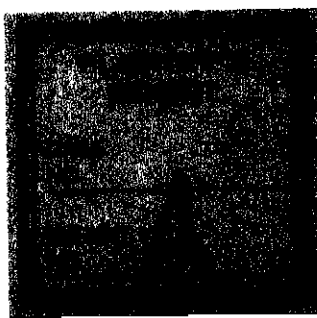
Break you off 4. Gambit 5. Psycho Vidon 6. I'll Die 7. Tears from the Past 8. I can tell 12. Trinity 1. Badass 2. Beautiful Life
 9. Luv ya Down 10. My heart lives here! 11. Only your B...

Black Swallow

Produced by
Chris Morales

Special guest
 Mr. Green (Rap) on track 6
 Chris Morris (Keys) on track 3

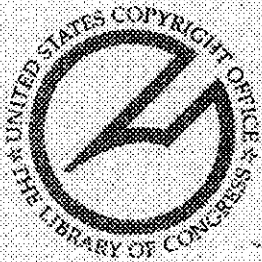
System Concepts
 375 Arroyo Dr.
 Escondido, Ca. 92024
 blackswallow@yahoo.com
 copyright 2000



CERTIFICATE OF REGISTRATION

SHORT FORM PA

For a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE



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



Marybeth Peters

REGISTER OF COPYRIGHTS
United States of America
Examined By

KS

Correspondence

PA (PAU)
Effective Date of Registration

2 10 03

Application Received
FEB 10 2003

Deposit Received
One **FEB 10 2003** Two

Fee Received

OFFICIAL SEAL

TYPE OR PRINT IN BLACK INK. DO NOT WRITE ABOVE THIS LINE.

Title of This Work:

Black Swann I

Alternative title or title of larger work in which this work was published:

Name and Address of Author and Owner of the Copyright:

*Chris Swann
375 Arroyo Dr.
Encinitas, CA 92024*

Nationality or domicile. Phone, fax, and email:

Phone *(760) 942-1381* Fax ()

Email: *~~blacks~~ blacksawanne@dreammakersentertainment.com*

Year of Creation:

1999

If work has been published, Date and Nation of Publication:

a. Date _____ (Month, day, and year all required)
b. Nation _____

Type of Authorship in This Work:

Music Other text (includes dramas, screenplays, etc.)
 Lyrics (If your work is a motion picture or other audiovisual work, use the Standard Form PA.)

Check all that this author created

Signature: (Registration cannot be completed without a signature.)

I certify that the statements made by me in this application are correct to the best of my knowledge. * Check one:

Author *Chris Swann*
 Authorized agent

Check here if same as #2 above.

Name and Address of Person to Contact for Rights and Permissions:

Phone, fax, and email:

Phone () Fax ()
Email:

OPTIONAL

8
Certificate will be mailed in window envelope to this address.

Name *Chris Swann*
Number/Street/Apt *375 Arroyo Dr.*
City/State/ZIP *Encinitas, CA 92024*

Deposit Account # _____
Name _____

Specs only hold a fit in

Form SR For a Sound Recording UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

EFFECTIVE DATE OF REGISTRATION

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTRIBUTION SHEET.

1 TITLE OF THIS WORK Black Swann I PREVIOUS, ALTERNATIVE, OR CONTENTS TITLES (CIRCLE ONE)

2 a NAME OF AUTHOR Christopher Jerry Swann DATES OF BIRTH AND DEATH Year Born Year Died May 5, 1965 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? No Yes No

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee... See instructions before completing this space.

NATURE OF AUTHORSHIP Sound recording, music, arrangement of music

b NAME OF AUTHOR DATES OF BIRTH AND DEATH Year Born Year Died WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? No Yes No

NATURE OF AUTHORSHIP

c NAME OF AUTHOR DATES OF BIRTH AND DEATH Year Born Year Died WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? No Yes No

NATURE OF AUTHORSHIP

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1999 DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

4 a COPYRIGHT CLAIMANT Name and address must be given even if the claimant is the same as the author given in space 2. Christopher Jerry Swann 213 Levant Way Oceanside Ca. 92057

APPLICATION RECEIVED ONE DEPOSIT RECEIVED TWO DEPOSITS RECEIVED

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

MORE ON BACK Complete all applicable spaces (numbers 5-9) on the reverse side of this form. Do not write here.

EXAMINED BY _____ FORM 8R

CHECKED BY _____

CORRESPONDENCE _____

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼
- a. This work was previously registered in unpublished form and now has been published for the first time.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

13

6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

15

DEPOSIT ACCOUNT If the registration fee is to be charged to a deposit account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

17

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/Chy/State/Zip ▼

Christopher Jerry Swann
213 Levant Way
Oceanside Ca 92057

Area code and daytime telephone number
Email

Fax number

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▼

- author Owner of exclusive right(s)
- other copyright claimant authorized agent of _____
- Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Christopher Jerry Swann

Date Oct 1, 2007

Handwritten signature ▼

Certificate will be mailed in window envelope to this address

Name ▼ Christopher Jerry Swann

Address ▼ 213 Levant Way
Oceanside Ca 92057

• Complete all necessary spaces
• Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit account

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-4000

9

17 USC 504(c): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,000.



Receipt

Copyright Office
Library of Congress
101 Independence Avenue SE
Washington, DC 20559-6000



No. 1-BGFSX

Date: 11/14/2007 11:31:23 AM

Received

Form(s): SR (1)

Deposit Count: 1

Piece Count:

Type of Deposit: CD

Other Enclosures:

Title: BLACK SWANN I

of Additional Titles:

Priority:

Received By: DAFE

of Documents

- Search Report
 Search
 Retrieval
 Correspondence
 Inspection
 Photocopies
 Additional Certificate
 Certification
 Secure Test Exam

Other:

Received From: CHRISTOPHER JERRY SWANN

Phone:

213 LEVANT WAY

OCEANSIDE, CA 92057

Representing:

Phone:

Correspondence Id

Fees	Method of Payment	Amount
No Fee: <input type="checkbox"/>	Check:	
Fee to be Determined: <input type="checkbox"/>	Money Order:	1 @ \$45
Base Fee: \$45.00	Deposit Account:	
Special Handling Fee: \$	Deposit Account Name:	
Secure Test Exam Fee: \$		
Total Due: \$45.00		
	Total Payment:	\$45.00

Notes

Receipt of material is merely a preliminary step in the registration and/or recordation process. It does not imply that any final determination has been made in the case, or that the material is acceptable for registration.

Official action on an application for copyright registration or a document for recordation can be taken only after there has been a full examination of the claim following regular Copyright Office procedures. We are glad to discuss questions involving copyright registration on the telephone or in person-to-person conversations. However, all statements made during these exploratory discussions must be considered provisional, and are not binding either upon the applicant or upon the Office.

This receipt is intended to show that the material described was received in the Copyright Office on the date given. When multiple claims are submitted by or on behalf of the same remitter, however, only one receipt listing only one title on the receipt will be provided.

12. Tell me how you feel
 11. Only your heart
 10. My heart lives here!
 9. Let me see you
 8. Looking out my window
 7. Learn from the past
 6. If I die
 5. Psycho Vision
 4. Gambit
 Break you off
 3. Beautiful Life
 2. Badass
 1. Trinity

Produced by
Christopher

Black Swan

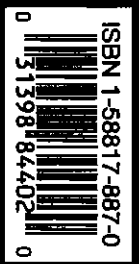


Special guest
 Mr. Green (Rap) on track 5
 Chris Morris (keys) on track 3

Swann Concepts
 375 Arroyo Dr
 Encinitas, Ca., 92024
 760.942.1361
 blackswann@yahoo.com
 copyright 2000

Anna Kournikova like you've never seen her before

International tennis sensation Anna Kournikova is captivating in this exclusive behind-the-scenes look at her private calendar photo shoot. See today's hottest athlete on location in exotic Tamaulipas, Mexico!



FEATURE INTERVIEWS

- Interview with Anna
- A candid look at Anna in each month's photo shoot
- Bonus footage of Anna's photo shoot in Acapulco, Mexico

Chapters

- 1 Intro
 - 2 Saddle Up
 - 3 Blue Angel
 - 4 Mariachi
 - 5 Love Song
 - 6 Cowgirl
 - 7 Run for Cover
 - 8 Get Hooked
 - 9 Ocean Treasure
 - 10 Cooling Off
 - 11 Señorita
 - 12 Call of the Wild
- Bonus Features

Color • Special Interest • Approx. 42 min.

Anna Kournikova



OCCTA 011

www lionsgatefilms.com



Christopher J. Swann
 213 Levant Way, Oceanside, CA 92057
 760.754.9891 phone/760.754.9230 fax

Main DVD

DVD Section Title	DVD Chapter #	Chris Swann Song Title	Timing Placement	Total Use	DVD Visual
Call of the Wild	13	<i>If I Die</i> (CD Track #6)	00:25:13sec - 00:26:20sec	1min. 10sec.	Finale of actual 2003 calendar
Call of the Wild	14	<i>If I Die</i> (CD Track #6)	00:26:21sec - 00:28:13sec	2min. 52sec.	Winning fan on a date w/Anna
Call of the Wild	15 thru 18	<i>Only Your Eyes Can Tell</i> (CD Track# 11)	00:28:14sec - 00:33:42sec	5min. 28sec.	Anna at the pool etc.
Call of the Wild	19	<i>If I Die</i> (CD Track #6)	00:34:05sec - 00:37:20sec	3min. 15sec.	Behind the scenes shots
Total use in Main DVD				12min. 38sec	

Bonus Feature

DVD Section Title	DVD Chapter #	Chris Swann Song Title	Timing Placement	Total Use	DVD Visual
On the Beach	1	<i>Only Your Eyes Can Tell</i> (CD Track# 11)	00:00:07sec - 00:05:33sec	5min. 27sec.	Anna at the pool/beach etc.
On the Beach	1	<i>If I Die</i> (CD Track #6)	00:05:58sec - 00:09:14sec	4min. 16sec.	Behind the scenes shots
Total use in Bonus Feature of DVD				9min. 43sec	

Total Song Usage

Total Use of " <i>If I Die</i> " by Chris Swann	11min 31sec
Total use of " <i>Only Your Eyes Can Tell</i> " by Chris Swann	10min. 55sec
Total use of music by Chris Swann	22min 21sec