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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TRISTAN JONES p/k/a T MIX

CIVIL ACTION

VERSUS

NUMBER:

CASH MONEY RECORDS, INC.

SECTION:

09-2874

SECT. 1 MAG. 2

COMPLAINT FOR DAMAGES AND JURY DEMAND

Plaintiff, Tristan Jones p/k/a "T Mix" (hereinafter "Jones" or "Plaintiff"), by and through undersigned counsel, sues Defendant, Cash Money Records, Inc. (hereinafter "Cash Money" or "Defendant"). In support thereof, the Plaintiff alleges as follows:

INTRODUCTION

1.

The Plaintiff is owed substantial sums of money from Cash Money for services provided to Cash Money pursuant to and in accordance with an Exclusive Producer Agreement wherein Cash Money engaged Plaintiff to furnish exclusive services in the nature of, among other things, production services in connection with musical recordings, and Plaintiff thereafter provided such services in full.

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2.

Despite demand for payment, the Plaintiff has not been paid the amounts owed to Plaintiff by Cash money in accordance with the strict terms of the Exclusive Producer Agreement.

3.

As a result, the Plaintiff files this action for an accounting, breach of contract and unjust enrichment and declaratory judgment.

JURISDICTION, VENUE AND PARTIES

4.

Plaintiff, Tristan Jones, is an individual and citizen of the State of Florida.

5.

Defendant, Cash Money Records, Inc., is a Louisiana corporation organized and existing under the laws of the State of Louisiana, with its principal place of business in Metairie, Louisiana.

6.

This Court has subject matter jurisdiction of this Action under and pursuant to 28 U.S.C. §1332(a) and (c), for civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

7.

Venue is proper in this District under and pursuant to 28 U.S.C. §1391(a) in that Defendant, Cash Money, resides and transacts business within this District.

8.

All conditions precedent to bringing this action have been performed, have occurred, or have been waived.

BACKGROUND

9.

Plaintiff is an established music producer who, among other things, creates, arranges, programs, mixes, remixes, routes and processes audio recordings for various musical recording artists and record companies (hereinafter referred to as "Production Services").

10.

Defendant Cash Money is a prominent American record label featuring Grammy Award winning and multi-platinum album selling artists, such as "Lil Wayne" and "Birdman."

11.

On or about November 4, 2005, the Plaintiff entered into and executed a written agreement with Cash Money to render his production services to Cash Money on an exclusive basis in connection with master recordings embodying the performances of various musical performers designated by Cash Money (hereafter referred to as the "Exclusive Producer Agreement"). A copy of said Exclusive Producer Agreement is attached hereto as **Exhibit "A."**

12.

Pursuant to the Exclusive Producer Agreement, the Plaintiff furnished his Production Services to Cash Money on an exclusive basis, producing, arranging, programming, recording, mixing and editing numerous sound recordings for Cash Money.

13.

These Production Services and the labor furnished by the Plaintiff were used directly or indirectly by Cash Money and its affiliates in the creation of over forty (40) master sound recordings, which recordings were exploited and sold by Defendant Cash Money (the "Master Recordings").

14.

The Plaintiff performed all work in a satisfactory manner and Cash Money has accepted such work. In fact, between 2005 and 2007, Cash Money released the following albums comprised of over forty (40) Master Recordings produced by Plaintiff for Defendant Cash Money's artists: "5 * Stunna," "Like Father Like Son," "Fast Money," and "Tha Carter II." A chart depicting all song titles of Master Recordings Plaintiff produced, including the album upon which the songs are collected along with the performing musical artist is attached hereto as **Exhibit "B."**

15.

In exchange for Plaintiff's Production Services, Cash Money agreed to pay Plaintiff, among other things, specified producer royalties resulting from the exploitation of the Master Recordings. Specifically, pursuant to the Exclusive Producer Agreement, Defendant Cash Money expressly agreed to remunerate Plaintiff, by, among other things, paying Plaintiff (a) producer royalties equal to a delineated percentage of the suggested retail list price pro-rated based upon the number of Master Recordings on Defendant Cash Money's records produced by Plaintiff, and (b) mechanical royalties at a rate equal to one hundred percent (100%) of the minimum statutory compulsory license rate in effect in the country concerned on the date of

delivery to Defendant Cash Money of the Master Recordings embodying the applicable controlled composition for Recording Masters produced for Defendant Cash Money for Defendant Cash Money's artists. (*See* Ex. "A" at 5-6 and 15).

16.

Moreover, in accordance with the Exclusive Producer Agreement, Cash Money expressly agreed that Plaintiff would maintain an undivided fifty percent (50%) interest in the worldwide copyright and all other rights in and to each controlled composition written and/or composed and/or acquired, in whole or in part, during the term of the Exclusive Producer Agreement and/or embodied in each Master Recording, including but not limited to such Master Recordings listed in Exhibit "B". (*See* Ex. "A" at 17).

17.

Accordingly, Plaintiff is entitled to receive fifty percent (50%) of all royalties attributable to the so-called "publisher's share" of the controlled composition created by Plaintiff and one hundred percent (100%) of all royalties attributable to the so-called "writer's share" of such controlled compositions, for a total of seventy five percent (75%) of the total publishing royalties. (*See* Ex. "A" at 17).

18.

Upon information and belief, as a result of Plaintiff's efforts, Cash Money and its affiliate companies have, according to Nielson SoundScan, sold in total over three million (3,000,000) album copies embodying the Master Recordings just in the United States and Canada and, upon information and belief, have received over \$30,000,000 in gross income in connection with such

sales.¹ As such, upon information and belief, Plaintiff is owed by Cash Money in excess of \$2,250,000.00 in total mechanical and producer royalties in connection with the Master Recordings, which have been manufactured and distributed in and outside the United States and have been digitally downloaded via electronic means (including but not limited to wireless and mobile communication devices) in and outside the United States.

19.

While Cash Money has made partial payments totaling not more than \$187,850.00 to Plaintiff in recognition of the Production Services provided by Plaintiff, Cash Money still owes Plaintiff significant sums of money stemming from the producer and mechanical royalties in connection with the Master Recordings. Presently, however, Cash Money has ceased to compensate Plaintiff with the monies to which he is entitled in accordance with the Exclusive Producer Agreement, and, instead, has retained nearly all profits for Cash Money's own account.

20.

Cash Money has willfully, consistently and pervasively, paid over to Plaintiff, substantially less producer and mechanical royalties than are properly due and owing to Plaintiff from Cash Money's administration and exploitation of the Master Recordings.

¹ Nielsen SoundScan is an information system that tracks sales of music and music video products throughout the United States and Canada. Sales data from point-of-sale cash registers is collected weekly from over 14,000 retail, mass merchant and non-traditional (on-line stores, venues, etc.) outlets. Weekly data is compiled and made available every Wednesday. Nielsen SoundScan is the sales source for the Billboard music charts. It is important to note that Nielsen SoundScan does not track sales of music, which are actually sold but not scanned, or music distributed and not returned.)

21.

Despite demand, Cash Money has failed and/or refused to pay Plaintiff his share of the royalties stemming from the exploitation of the Master Recordings and the underlying compositions thereof.

22.

As a result of Cash Money's wrongful actions, Plaintiff has retained undersigned counsel to represent him in this matter and is obligated to pay a reasonable fee for their services, for which fee Cash Money should be held liable pursuant to the Exclusive Producer Agreement and otherwise.

COUNT ONE
(Accounting)

23.

Plaintiff incorporates and realleges the allegations of paragraphs 1-22 above as though fully set forth herein.

24.

On or about November 4, 2005, the Plaintiff entered into and executed the Exclusive Producer Agreement with Cash Money to render his production services to Cash Money on an exclusive basis in connection with master recordings embodying the performances of various musical performances designated by Cash Money.

25.

After producing over forty (40) Master Recordings embodied by Cash Money in various albums pursuant to the Exclusive Producer Agreement, Cash Money, despite demand, has failed and/or refused to provide Plaintiff with an accounting of (a) the number of copies of each album

listed on Exhibit "B" that have been manufactured in the United States; (b) the number of copies of each album listed on Exhibit "B" that have been manufactured outside of the United States; (c) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded in the United States; (d) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded outside of the United States; (e) the number of copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means (including but not limited to wireless and mobile communication devices) in the United States; (f) the number of copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means (including but not limited to wireless and mobile communication devices) outside the United States; (g) to the extent that any monies have already been, or shall hereafter be, collected by any and all performance rights societies in respect of the masters listed on Exhibit "B"; (h) and the compensation received by Cash Money as a result of all of such sale and/or distribution.

26.

Pursuant to the Exclusive Producer Agreement, Plaintiff was entitled to receive royalty statements and other accountings rendered by Cash Money, however, Plaintiff never received any royalty statements or accountings setting forth, among other things (a) the number of copies of each album listed on Exhibit "B" that have been manufactured in the United States; (b) the number of copies of each album listed on Exhibit "B" that have been manufactured outside of the United States; (c) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded in the United States; (d) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded outside of the United States; (e) the number of

copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means (including but not limited to wireless and mobile communication devices) in the United States; (f) the number of copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means (including but not limited to wireless and mobile communication devices) outside the United States; (g) to the extent that any monies have already been, or shall hereafter be, collected by any and all performance rights societies in respect of the masters listed on Exhibit "B"; (h) and the compensation received by Cash Money as a result of all of such sale and/or distribution.

27.

Accordingly, Plaintiff requests that the Court order a full accounting of all monies received and other benefits realized by Defendant Cash Money as well as all expenses, costs and deductions claimed by Cash Money, in connection with Cash Money's administration and exploitation of the Master Recordings in order to fully and accurately determine the extent of and damages resulting from Cash Money's breach of the Exclusive Producer Agreement.

28.

Plaintiff has been forced to retain counsel to prosecute this action and further requests an award of reasonable attorneys' fees and costs associated with the prosecution of this action.

COUNT TWO
(Breach of Contract)

29.

Plaintiff incorporates and realleges the allegations of paragraphs 1 through 22 above as though fully set forth herein.

30.

On or about November 4, 2005, the Plaintiff entered into and executed the Exclusive Producer Agreement with Cash Money to render his production services to Cash Money on an exclusive basis in connection with master recordings embodying the performances of various musical performers designated by Cash Money Records.

31.

The Exclusive Producer Agreement specifies that Plaintiff was to be paid a royalty equal to three percent (3%) of the suggested retail price with respect to net sales through normal retail channels in the United States.

32.

The Exclusive Producer Agreement specifies that Plaintiff was to be paid mechanical royalties at a rate equal to one hundred percent (100%) of the minimum statutory compulsory license rate in effect in the country concerned on the date of delivery to Company of the Master Recording embodying the applicable controlled composition for Recording Masters produced for Company for company's artists.

33.

Based upon the over forty (40) Master Recordings embodied on Cash Money's albums at issue, Plaintiff is entitled to payments in excess of \$2,250,000.00, the specific amount to be proven at trial.

34.

Plaintiff complied with his obligations under the terms of the Exclusive Producer Agreement and the non-payment of these funds by Cash Money constitutes a material breach of

the terms of the Exclusive Producer Agreement.

35.

Plaintiff has suffered damages as a result of this breach of contract, including producer and mechanical royalties owed to him.

36.

Plaintiff has also suffered actual damages as a result of being deprived of these monies he was entitled to for a significant period of time.

COUNT THREE
(Unjust Enrichment)

37.

Plaintiff incorporates and realleges the allegations of paragraphs 1 through 22 above as though fully set forth herein.

38.

Plaintiff conferred a benefit upon Cash Money when it provided the Production Services to Cash Money.

39.

Cash Money has been unjustly enriched in that it has received and/or retained monies and other benefits owing to Plaintiff under the Exclusive Producer Agreement, which monies and benefits have been received to the detriment of Plaintiff.

40.

The acceptance and retention of the Production Services by Cash Money has unjustly enriched it to the detriment of Plaintiff.

41.

Plaintiff has suffered damages as a consequence of Cash Money's breaches in an amount greater than \$2,250,000.00, the specific amount to be proven at trial.

42.

Plaintiff has been forced to retain counsel to prosecute this action and further requests an award of reasonable attorneys' fees and costs associated with the prosecution of this action.

COUNT FOUR
(Declaratory Judgment of Joint Authorship/Ownership)

43.

Plaintiff incorporates and realleges the allegations of paragraphs 1 through 22 above as though fully set forth herein.

44.

Plaintiff made copyrightable contributions in and to the underlying musical compositions of the over forty (40) master recordings listed in Exhibit "B", which songs were included on Defendant Cash Money's released albums including: "5 * Stunna," "Like Father Like Son," "Fast Money," and "Tha Carter II."

45.

The Plaintiff created and produced the underlying compositions embodied on the Master Recordings set forth in Exhibit "B" with the intention that his contributions be merged into inseparable and interdependent parts of a unitary whole composition.

46.

Plaintiff has never been fully compensated for his interest in the underlying compositions embodied on the Master Recordings listed in Exhibit "B" by Defendant Cash Money and has

been damaged in an amount to be determined through an accounting of (a) the number of copies of each album listed on Exhibit "B" that have been manufactured in the United States; (b) the number of copies of each album listed on Exhibit "B" that have been manufactured outside of the United States; (c) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded in the United States; (d) the number of copies of each album listed on Exhibit "B" that have been digitally downloaded outside of the United States; (e) the number of copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means in the United States (including but not limited to wireless and mobile communication devices); (f) the number of copies of each individual master listed on Exhibit "B" that have been digitally downloaded via electronic means outside the United States (including but not limited to wireless and mobile communication devices); (g) to the extent that any monies have already been, or shall hereafter be, collected by any and all performance rights societies in respect of the masters listed on Exhibit "B"; (h) and the compensation received by Cash Money Records as a result of all of such sale and/or distribution.

47.

An actual dispute in controversy exists between the Plaintiff and Cash Money regarding whether Cash Money has complied with its obligations under the Exclusive Producer Agreement. The terms and conditions of the Exclusive Producer Agreement govern this dispute and are incorporated herein as if set forth *in extenso*.

48.

The Plaintiff respectfully requests that this Honorable Court declare the following with respect to the Exclusive Producer Agreement:

1. Cash Money agreed to pay Plaintiff, among other things, specified producer royalties resulting from the exploitation of the Master Recordings. Specifically, pursuant to the Exclusive Producer Agreement, Defendant Cash Money expressly agreed to remunerate Plaintiff, by, among other things, paying Plaintiff (a) producer royalties equal to a delineated percentage of the suggested retail list price pro-rated based upon the number of Master Recordings on Defendant Cash Money's records produced by Plaintiff, and (b) mechanical royalties at a rate equal to one hundred percent (100%) of the minimum statutory compulsory license rate in effect in the country concerned on the date of delivery to Defendant Cash Money of the Master Recordings embodying the applicable controlled composition for Recording Masters produced for Defendant Cash Money for Defendant Cash Money's artists.
2. Cash Money expressly agreed that Plaintiff would maintain an undivided fifty percent (50%) interest in the worldwide copyright and all other rights in and to each controlled composition written and/or composed and/or acquired, in whole or in part, during the term of the Exclusive Producer Agreement and/or embodied in each Master Recording, including but not limited to such Master Recordings listed in Exhibit "B".
3. Plaintiff is entitled to receive fifty percent (50%) of all royalties attributable to the so-called "publisher's share" of the controlled composition created by Plaintiff and one hundred percent (100%) of all royalties attributable to the so-called

“writer’s share” of such controlled compositions, for a total of seventy five percent (75%) of the total publishing royalties.

49.

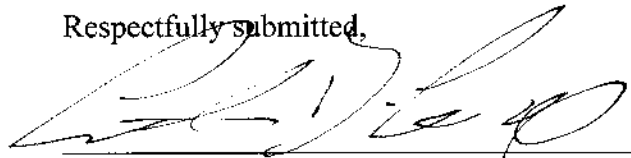
The Plaintiff demands a Jury Trial for counts one through three herein.

50.

The Plaintiff specifically reserves the right to supplement this Complaint for Damages and Jury Demand, as additional facts become known.

WHEREFORE, plaintiff, Tristan Jones p/k/a T Mix, prays that defendant, Cash Money Records, Inc., be served with a copy of this pleading, and it be duly cited to appear and answer same, and that after legal delays and due proceeding had, there be judgment herein in favor of the Plaintiff and against Cash Money for all of the Plaintiff’s damages, all reasonable attorneys’ fees, all costs of these proceedings, legal interest, and for all such other and further relief to which it may be entitled in law and equity. The Plaintiff further requests a judgment against Cash Money Records, Inc. by determining and providing the declaratory relief requested herein, plus other and further relief as this Honorable Court may deem just, proper and equitable.

Respectfully submitted,



ROBERT R. JOHNSTON, T.A. (#22442)
ANTHONY D’ALTO II (#27790)
FOWLER, RODRIGUEZ VALDES-FAULI, LLP
400 Poydras Street, 30th Floor
New Orleans, Louisiana 70130
Tel: (504) 523-2600
Fax: (504) 523-2705
Attorneys for Plaintiff Tristan Jones p/k/a T
Mix
rjohnston@frc-law.com