

VIRGINIA :

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

BOY BLUE, INC.,

Plaintiff,

v.

Case No. CL09-53 16-3

ZOMBA RECORDING, LLC,  
c/o Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808

RECEIVED & FILED  
CIRCUIT COURT  
NOV 25 2009 12:20  
BEVILL M. DEAN, CLERK  
BY CEM/H DC

and

SONY MUSIC ENTERTAINMENT,  
c/o Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808

and

HIT MISSION MUSIC PRODUCTION, INC.  
c/o Clarence Jenkins  
4323 Round Hill Drive  
Chesterfield, Virginia 23832

and

LAMONT FLEMING,

Defendants.

**COMPLAINT**

Plaintiff, Boy Blue, Inc., by counsel, for its Complaint against Zomba Recording, LLC, Sony Music Entertainment, Hit Mission Music Production, Inc., and Lamont Fleming states as follows:

Filed in the Clerk's Office on the 25<sup>th</sup> day of November 09  
25.00 / 12:20  
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**Parties**

1. Plaintiff Boy Blue, Inc. (“Boy Blue”) is a corporation organized and existing under the laws of the Commonwealth of Virginia with a principle place of business in Tappahannock, Virginia.

2. Defendant Zomba Recording, LLC is a limited liability company organized and existing under the laws of the state of Delaware. On information and belief, Zomba Recording, LLC sells, offers for sale, markets, and distributes recordings of various entertainers, through various mediums, in the Commonwealth of Virginia. On information and belief, the foregoing acts include, but are not limited to, the distribution and sale of compact discs in the Commonwealth of Virginia.

3. Defendant Sony Music Entertainment is a general partnership organized and existing under the laws of the state of Delaware. On information and belief, Sony Music Entertainment sells, offers for sale, markets, and distributes recordings of various entertainers, through various mediums, in the Commonwealth of Virginia. On information and belief, the foregoing acts include, but are not limited to, the distribution and sale of compact discs, in the Commonwealth of Virginia.

4. Defendant Hit Mission Music Production, Inc. (“Hit Mission”) is a corporation organized and existing under the laws of the Commonwealth of Virginia with a principal office in Chesterfield, Virginia.

5. Defendant Lamont Fleming is an individual and a resident of the Commonwealth of Virginia with a principal residence in the City of Richmond.

**Facts**

6. Boy Blue, by and through its agents, provides various services, including agency, marketing, production and management services to individuals and groups in the entertainment field. Warren Young (“Young”) is the president and principal owner of Boy Blue.

7. On or about March 11, 2002, Joyce Hawkins (“Hawkins”), as an individual, entered into a Power of Attorney and Fee Assignment Agreement (“Fee Assignment Agreement”) with Boy Blue. A copy of this agreement is attached hereto as Exhibit A and incorporated herein by reference.

8. Under the terms of the Fee Assignment Agreement, Hawkins agreed, *inter alia*, to relinquish and assign all right, title, and interest in and to the earnings of her son Christopher Brown (“Brown”).

9. Under the terms of the Fee Assignment Agreement, Hawkins agreed, *inter alia*, to pay all of Boy Blue’s fees, costs, and expenses set out in the Exclusive Artist Management Agreement.

10. Under the terms of the Fee Assignment Agreement, Hawkins further agreed not to do any act or thing that will or may interfere with any agreements between Boy Blue and Brown or the results and proceeds from any such agreements.

11. The Fee Assignment Agreement also gave Boy Blue the authority to direct the financial and professional affairs of Brown in any area enumerated in the Exclusive Artist Management Agreement.

12. The Fee Assignment Agreement was in full force and effect at all times pertinent herein.

13. On or about March 12, 2002, Christopher Brown and Joyce Hawkins entered into an Exclusive Artist Management Agreement (“Management Agreement”) with Boy Blue. A copy of the agreement is attached hereto as Exhibit B and incorporated herein by reference.

14. Under the provisions of the Management Agreement, Brown and Hawkins agreed to compensate Boy Blue, based upon Brown’s “gross income,” as payment for management, production, and marketing services rendered, and to be rendered, by Boy Blue. Although the parties agreed upon the compensation to be paid thereunder, the percentage term was inadvertently omitted from the executed copy.

15. The percentage term which was agreed upon by the parties was twenty-five percent (25%) of Brown’s gross income.

16. The Management Agreement was for an initial term of one (1) year. Upon expiration of the initial term, the agreement was to automatically renew each year for four (4) successive one-year terms unless Boy Blue provided written notice of its intent not to avail itself of the renewal(s).

17. This contract was subsequently renewed and in full force and effect at all times pertinent herein.

18. From approximately May 2002 to August 2002, Boy Blue performed under the contract by providing various services to defendants Brown and Hawkins.

19. Beginning in September 2002, Boy Blue found it increasingly difficult to make contact with defendants Brown and Hawkins.

20. After repeated attempts by Young to contact the defendants, Hawkins and Brown informed Boy Blue that defendant Christopher Brown was uncertain of his desire to continue pursuing his career as a recording artist.

21. At such time, Boy Blue informed defendants Hawkins and Brown that Boy Blue would continue to perform fully under the agreements should Christopher Brown renew his interest in pursuing a recording career.

22. At such time, Boy Blue informed defendants Hawkins and Brown that they were still bound by the pertinent Agreement(s) for the term(s) specified therein.

23. Upon information and belief, while still under contract with Boy Blue, Brown and Hawkins were actively seeking other managers, agents, producers, and/or record labels without the consultation and management of Boy Blue.

24. Upon information and belief, while still under an exclusive contract with Boy Blue, Brown and Fleming engaged in one or more joint projects, *e.g.*, Fleming produced and/or assisted in the production of at least one musical composition for Brown and then Fleming used such musical composition in order to obtain a recording contract for Brown with Zomba.

25. Upon information and belief, while still under an exclusive contract with Boy Blue, Brown and Hit Mission engaged in one or more joint projects, *e.g.* Hit Mission produced or assisted in the production of at least one musical composition for Brown and then Hit Mission used such musical composition in order to obtain a recording contract for Brown with Zomba.

26. Upon information and belief, while still under an exclusive contract with Boy Blue, Brown and Hawkins entered into one or more contracts with Hit Mission and/or Lamont Fleming, in direct violation of the Fee Assignment Agreement and the Management Agreement.

27. Upon information and belief, in mid to late 2004, Zomba Recording LLC, as a division of Sony Music Entertainment, (collectively "Zomba") engaged in negotiations with Brown and Hawkins with the goal of "signing" Brown as an artist under one of the Zomba music labels.

28. Upon information and belief, at all times pertinent thereto, Zomba, Hit Mission, and Fleming had knowledge of the agreements in place between Brown, Hawkins, and Boy Blue.

29. Zomba succeeded in its negotiations and Brown and Hawkins entered into one or more contracts with Zomba and/or its affiliates.

30. As a result of Zomba's actions, Hawkins has breached, and failed to honor, the terms of the Fee Assignment Agreement.

31. Upon information and belief, Hit Mission and Fleming, individually and collectively, assisted Brown, Hawkins, and Zomba in reaching an agreement.

32. Upon information and belief, Hit Mission and Fleming, facilitated, assisted, and encouraged a breach of Brown and Hawkins' agreements with Boy Blue.

33. On or about December 1, 2004, defendant Brown provided Boy Blue with written notice that Brown disaffirmed the Management Agreement effective as of December 1, 2004.

34. Upon information and belief, defendant Christopher Brown is currently a recording artist under contract with Zomba.

## COUNT I

### **Zomba Recording, LLC: Tortious Interference with the Fee Assignment Agreement**

35. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 34 as if fully set forth herein.

36. The Fee Assignment Agreement between Hawkins and Boy Blue was in full force and effect at all pertinent times herein.

37. Upon information and belief, Zomba was aware of the Fee Assignment Agreement and the terms therein.

38. Zomba intentionally and purposefully acted in such a manner as to interfere with the Fee Assignment Agreement.

39. Zomba's intentional interference directly induced and caused a breach of the Fee Assignment Agreement.

40. Zomba acted in a willful and wanton manner in intentionally interfering with the Fee Assignment Agreement.

41. As a direct and proximate result of Zomba's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

## COUNT II

### **Zomba Recording, LLC: Tortious Interference with the Management Agreement**

42. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 41 as if fully set forth herein.

43. The Management Agreement between Brown and Boy Blue was in full force and effect at all pertinent times herein.

44. Upon information and belief, Zomba knew of the Management Agreement and the terms therein, between Brown and Boy Blue.

45. Zomba intentionally and purposefully acted in such a manner as to interfere with the Management Agreement.

46. Upon information and belief, Zomba's interference included conduct which was independently tortious, namely, tortious interference with the contract between Hawkins and Boy Blue.

47. Among other acts and/or omissions, Zomba's independently tortious act constituted improper methods of intentional interference.

48. Zomba's intentional interference directly induced and caused a breach and/or repudiation of the Management Agreement.

49. Zomba acted in a willful and wanton manner in intentionally interfering with the Management Agreement.

50. As a direct and proximate result of Zomba's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

### COUNT III

#### **Hit Mission Music Production, Inc: Tortious Interference with the**

#### **Fee Assignment Agreement**

51. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 50 as if fully set forth herein.

52. The Fee Assignment Agreement between Hawkins and Boy Blue was in full force and effect at all pertinent times herein.

53. Upon information and belief, Hit Mission was aware of the Fee Assignment Agreement and the terms therein.

54. Hit Mission intentionally and purposefully acted in such a manner as to interfere with the Fee Assignment Agreement.

55. Hit Mission's intentional interference directly induced and caused a breach of the Fee Assignment Agreement.

56. Hit Mission acted in a willful and wanton manner in intentionally interfering with the Fee Assignment Agreement.

57. As a direct and proximate result of Hit Mission's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

**COUNT IV**

**Hit Mission Music Production, Inc.: Tortious Interference with  
the Management Agreement**

58. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 57 as if fully set forth herein.

59. The Management Agreement between Brown and Boy Blue was in full force and effect at all pertinent times herein.

60. Upon information and belief, Hit Mission knew of the Management Agreement and the terms therein, between Brown and Boy Blue.

61. Hit Mission intentionally and purposefully acted in such a manner as to interfere with the Management Agreement.

62. Upon information and belief, Hit Mission's interference included conduct which was independently tortious, namely, tortious interference with the contract between Hawkins and Boy Blue.

63. Among other acts and/or omissions, Hit Mission's independently tortious act constituted improper methods of intentional interference.

64. Hit Mission's intentional interference directly induced and caused a breach and/or repudiation of the Management Agreement.

65. Hit Mission acted in a willful and wanton manner in intentionally interfering with the Management Agreement.

66. As a direct and proximate result of Hit Mission's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

**COUNT V**

**Lamont Fleming: Tortious Interference with the Fee Assignment Agreement**

67. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 50 as if fully set forth herein.

68. The Fee Assignment Agreement between Brown and Boy Blue was in full force and effect at all pertinent times herein.

69. Upon information and belief, Fleming knew of the Fee Assignment Agreement and the terms therein, between Brown and Boy Blue.

70. Fleming intentionally and purposefully acted in such a manner as to interfere with the Fee Assignment Agreement.

71. Upon information and belief, Fleming's interference included conduct which was independently tortious, namely, tortious interference with the contract between Hawkins and Boy Blue.

72. Among other acts and/or omissions, Fleming's independently tortious act constituted improper methods of intentional interference.

73. Fleming's intentional interference directly induced and caused a breach and/or repudiation of the Fee Assignment Agreement.

74. Fleming acted in a willful and wanton manner in intentionally interfering with the Fee Assignment Agreement.

75. As a direct and proximate result of Fleming's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

## COUNT VI

### **Lamont Fleming: Tortious Interference with the Management Agreement**

76. Plaintiff incorporates, repeats, and realleges Paragraphs 1 through 75 as if fully set forth herein.

77. The Management Agreement between Brown and Boy Blue was in full force and effect at all pertinent times herein.

78. Upon information and belief, Fleming knew of the Management Agreement and the terms therein, between Brown and Boy Blue.

79. Fleming intentionally and purposefully acted in such a manner as to interfere with the Management Agreement.

80. Upon information and belief, Fleming's interference included conduct which was independently tortious, namely, tortious interference with the contract between Hawkins and Boy Blue.

81. Among other acts and/or omissions, Fleming's independently tortious act constituted improper methods of intentional interference.

82. Fleming's intentional interference directly induced and caused a breach and/or repudiation of the Management Agreement.

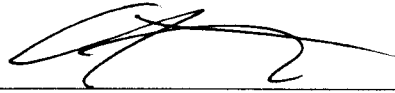
83. Fleming acted in a willful and wanton manner in intentionally interfering with the Management Agreement.

84. As a direct and proximate result of Fleming's actions, Boy Blue, Inc. suffered monetary injury as well as damage to its goodwill and reputation.

WHEREFORE, Plaintiff requests judgment against defendants Zomba Recording, LLC, Sony Music Entertainment, Hit Mission Music Production, Inc., and Lamont Fleming for damages, including, but not limited to, compensatory and punitive damages, in an amount no less than Four Hundred and Seventy-Five Thousand Dollars (\$475,000), as well as reasonable attorneys' fees, interest, costs, and such other relief as the Court deems appropriate.

**Plaintiff Requests Trial By Jury.**

BOY BLUE, INC.

By:  \_\_\_\_\_

Counsel

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