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ARTISTS RIGHTS ENFORCEMENT CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
CENTRAL DISTRICT

ARTISTS RIGHTS ENFORCEMENT  
CORPORATION, a New York corporation,

Plaintiff,

v.

JERRI THOMAS JONES, an individual; and  
EMI CONSORTIUM SONGS, INC. dba EMI  
LONGITUDE MUSIC, a New York  
corporation,

Defendants.

BC 669742  
Case No.

COMPLAINT FOR DECLARATORY  
RELIEF

RECEIPT #: CCH505376048  
DATE PAID: 07/25/17 11:25 AM  
PAYMENT: \$435.00  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

COMPLAINT FOR DECLARATORY RELIEF

CIT/CASE: BC669742  
LEA/DEF#:

## INTRODUCTION

1  
2 1. By this action, plaintiff Artists Rights Enforcement Corporation ("AREC") seeks a  
3 judicial determination of its right to receive songwriter royalties under a contract between  
4 decedent Joan Marie Johnson – one of the three writers of the song, "Iko Iko," made famous by  
5 the singing trio, the *Dixie Cups* (of which Ms. Johnson was also a member) – and Defendant EMI  
6 Consortium Songs, Inc. ("EMI") as successor-in-interest to Windswept Holdings, LLC (the  
7 "Windswept Contract").

8 2. AREC has a contingency fee contract with Ms. Johnson under which AREC was to  
9 assist Ms. Johnson in pursuing and recovering royalties due to her, including songwriter royalties  
10 for "Iko Iko." Because AREC's litigation efforts on Ms. Johnson's behalf were successful and  
11 resulted in royalties to Ms. Johnson that she was not previously receiving and would not have  
12 received in absence of AREC's efforts, AREC's contingency fee of fifty percent of the ongoing  
13 resulting royalty streams is fully earned and vested. This includes the songwriter royalties due  
14 under the Windswept Contract.

15 3. Pursuant to AREC's contract with Ms. Johnson, the implementation of which was  
16 incorporated into the terms of the Windswept Contract, Windswept (and now Defendant EMI as  
17 Windswept's successor-in-interest) is to remit Ms. Johnson's songwriter royalties directly to  
18 AREC. Then, pursuant to AREC's contract with Ms. Johnson, AREC is to take its fifty-percent  
19 contingency fee and pay the balance to Ms. Johnson. And, for more than a decade following the  
20 execution of the Windswept Contract in 2004, this is exactly what happened. Per the terms of the  
21 Windswept Contract, AREC has been collecting Ms. Johnson's songwriter royalties directly from  
22 Windswept (and, later, Defendant EMI).

23 4. Ms. Johnson died in October 2016. Defendant Jerri Thomas Jones ("Jones"), who  
24 inherited Ms. Johnson's rights under the Windswept Contract and therefore stands in her shoes,  
25 has taken the position that AREC is not entitled to continue collecting the songwriter royalties  
26 under the Windswept Contract now that Ms. Johnson has died. Defendant Jones contends that she  
27 is the only party entitled to collect the songwriter royalties under the Windswept Contract,  
28

1 notwithstanding AREC's fully vested interest in collecting those royalties and deducting its  
2 contingency fee share.

3 5. AREC therefore seeks a judicial declaration that it is entitled to continue receiving  
4 Ms. Johnson's songwriter royalties under the Windswept Contract, as it has been doing since  
5 2004.

6 **PARTIES**

7 6. Plaintiff Artists Rights Enforcement Corporation ("AREC") is, and at all times  
8 relevant to this Complaint was, a corporation formed under the laws of the State of New York,  
9 with its principal place of business in New York, New York.

10 7. AREC is informed and believes that Defendant Jerri Thomas Jones ("Jones") is an  
11 individual who resides, and at all times relevant to this Complaint resided, in the State of Texas.

12 8. AREC is informed and believes that Defendant EMI Consortium Songs, Inc., doing  
13 business as EMI Longitude Music ("EMI"), is a corporation formed under the laws of the State of  
14 New York with its principal place of business in New York, New York. AREC is further  
15 informed and believes that Defendant EMI is the successor-in-interest to Windswept Holdings,  
16 LLC, doing business as Songs of Windswept Pacific ("Windswept").

17 **JURISDICTION AND VENUE**

18 9. The Windswept Contract, as to which AREC seeks a judicial declaration of the  
19 rights and obligations of the interested parties, contains a forum selection clause that states: "All  
20 disputes under this agreement shall be submitted exclusively to the state or federal courts located  
21 in Los Angeles, California, each party hereby agreeing to submit to the jurisdiction of said courts."  
22 (Ex. 2, ¶ 16(h).) This action constitutes a dispute regarding the rights and obligations of AREC,  
23 Defendant EMI as the successor-in-interest to Windswept, and Defendant Jones as successor-in-  
24 interest to Ms. Johnson under the Windswept Contract and, therefore, is subject to the foregoing  
25 forum selection clause.

26 **BACKGROUND FACTS**

27 10. Plaintiff AREC is in the business of protecting and licensing rights for musical  
28 artists, songwriters, publishers, and producers. AREC's client roster reads like a veritable "Who's

1 Who" of the Rock 'n Roll and Rhythm & Blues Halls of Fame, representing a vast spectrum of  
 2 great musical pioneers. A leader in the protection of artists' rights, AREC has been heralded in  
 3 the New York Times as a champion of artists and writers since 1977.

4 11. Decedent Joan Marie Johnson was a co-writer of the hit song, "Iko Iko," which was  
 5 made famous by the singing trio, the *Dixie Cups*. Ms. Johnson was also a member of the *Dixie*  
 6 *Cups*.

7 12. As of 1984, Ms. Johnson was not receiving any royalties whatsoever for the use of  
 8 songs she had written or master recordings on which she performed as a member of the *Dixie*  
 9 *Cups*. Therefore, in or around January 4, 1984, Ms. Johnson entered into a contract with AREC  
 10 for assistance in pursuing and recovering royalties due to her. A true and correct copy of the  
 11 contract between AREC and Ms. Johnson is attached hereto as Exhibit 1 (the "AREC Contract").

12 13. Under the terms of the AREC Contract, AREC was to be paid a contingency fee in  
 13 the amount of fifty percent of "all sums which may come into [AREC's] hands or which may be  
 14 realized as a proximate result of [AREC's] activities on [Ms. Johnson's] behalf." (Ex. 1, ¶ 4.)  
 15 The AREC Contract further provides that Ms. Johnson authorizes AREC "to receive all funds  
 16 collected by [AREC]" under the contract. (Ex. 1, ¶ 5.)

17 14. AREC fully performed under the AREC Contract by coordinating extensive  
 18 litigation on behalf of Ms. Johnson to recover royalties owed to her, including songwriter royalties  
 19 for "Iko Iko." For instance, AREC had to assist Ms. Johnson (and her two co-writers) secure the  
 20 copyright for "Iko Iko" with the U.S. Copyright Office against a competing claim by ARC Music  
 21 on behalf of its writer/artist, James Crawford. Then, in December 2000, AREC coordinated  
 22 litigation on behalf of Ms. Johnson and the other two writers of "Iko Iko" against Joe Jones,<sup>1</sup>  
 23 doing business as Melder Publishing Company ("Melder") for failing to pay royalties due for "Iko  
 24 Iko," under a March 10, 1965 contract. Under the 1965 contract, Ms. Johnson and her co-writers  
 25 transferred ownership of "Iko Iko" to Melder in exchange for Melder's promise to pay them fifty  
 26 percent of the income generated by the song. Although Melder licensed the song to various third

27 \_\_\_\_\_  
 28 <sup>1</sup> Joe Jones is of no relation to Defendant Jerri Thomas Jones.

1 parties and collected income from third-party exploitation of the song, Melder never made any  
 2 payments to Ms. Johnson and her co-writers as required by the 1965 contract. Moreover, Melder  
 3 misrepresented to Broadcast Music Inc. ("BMI") – a performing rights society that licenses the  
 4 public performance of songs on behalf of copyright owners – that he and multiple family members  
 5 wrote "Iko Iko," which diverted songwriter royalties due to Ms. Johnson and her co-writers from  
 6 BMI.<sup>2</sup> A jury found in favor of the members of Ms. Johnson and her co-writers on their claims  
 7 against Melder for breach of contract and unfair competition, awarded them damages in the  
 8 amount of \$491,507.89, dissolved the 1965 contract, and determined that Melder must surrender  
 9 all copyrights and licenses of "Iko Iko" to Ms. Johnson and her co-writers. Melder appealed to the  
 10 Fifth Circuit Court of Appeals, which affirmed the District Court's judgment in October 2003.  
 11 Melder then filed a Writ of Certiorari with the United States Supreme Court, which was denied in  
 12 April 2004. Notably, pursuant to the AREC Contract, AREC paid the attorneys engaged to  
 13 represent Ms. Johnson's interests from its share of the contingency fee, so Ms. Johnson bore no  
 14 responsibility for any of the legal fees incurred to achieve this result. (Ex. 1, ¶ 4.)

15 15. Among the royalty streams that AREC obtained for Ms. Johnson through the  
 16 litigation efforts described above were songwriter royalties from Windswept Holdings, LLC for  
 17 "Iko Iko." Under a July 19, 2004 contract between the members of the *Dixie Cups* (including Ms.  
 18 Johnson) and Windswept, which is attached hereto as Exhibit 2 (the "Windswept Contract"),  
 19 Windswept was to remit Ms. Johnson's songwriter royalties for "Iko Iko" to AREC's office. (Ex.  
 20 2, ¶ 6(a) and introductory paragraph on page 1 [listing AREC's office in New York as the  
 21 principal place of business for Ms. Johnson.]

22 16. Pursuant to the Windswept Contract, Windswept – and, later, Defendant EMI as  
 23 Windswept's successor-in-interest – remitted Ms. Johnson's songwriter royalties to AREC's office  
 24 on a regular basis. Then, pursuant to the AREC Contract, which designated AREC as Ms.  
 25 Johnson's attorney-in-fact for the purpose of depositing the funds received under the Windswept  
 26 Contract, AREC deducted its fifty-percent contingency fee share and distributed the balance to

27 <sup>2</sup> In addition to seeking damages from Melder in the litigation, AREC had to work to clear up  
 28 this issue separately with BMI.

1 Ms. Johnson. This was how the parties operated since the commencement of the Windswept  
2 Contract, with Ms. Johnson's knowledge and consent.

3 17. On information and belief, Ms. Johnson died testate in Louisiana on or about  
4 October 3, 2016. AREC is informed and believes that the Louisiana court of competent  
5 jurisdiction probated Ms. Johnson's will. AREC is further informed and believes that under Ms.  
6 Johnson's will, Defendant Jerri Thomas Jones became the successor-in-interest to Ms. Johnson's  
7 rights (and corresponding obligations) pertaining to her royalties under the Windswept Contract.

8 18. Since Ms. Johnson's death, Defendant Jones has taken the position that AREC is no  
9 longer entitled to continue collecting Ms. Johnson's songwriter royalties under the Windswept  
10 Contract. Defendant Jones contends that she is the only party entitled to collect Ms. Johnson's  
11 songwriter royalties under the Windswept Contract now that Ms. Johnson has died, even though  
12 AREC has a fully vested interest in collecting those royalties based on the AREC Contract.  
13 Notably, the Windswept Contract expressly states that it is "binding upon" the parties' "heirs,  
14 legatees, executors, administrators, successors and assigns," meaning Defendant Jones is bound by  
15 the Windswept Contract.

16 19. In view of Defendant Jones's challenge to AREC's right to continue collecting Ms.  
17 Johnson's songwriter royalties under the Windswept Contract, Defendant EMI has refused to  
18 confirm to AREC that it will continue to honor the terms of the Windswept Contract by remitting  
19 Ms. Johnson's songwriter royalties directly to AREC. A judicial declaration as to AREC's,  
20 Defendant EMI's, and Defendant Jones's respective rights and obligations under the Windswept  
21 Contract is therefore necessary.

22 **FIRST CAUSE OF ACTION**

23 **DECLARATORY RELIEF**

24 **(Against All Defendants)**

25 20. AREC incorporates by this reference each and every allegation set forth in the  
26 foregoing paragraphs, as though fully set forth herein.

27 21. An actual controversy has arisen and now exists among AREC, Defendant EMI,  
28 and Defendant Jones regarding their respective rights and obligations under the Windswept

1 Contract. AREC contends that it is entitled to continue collecting Ms. Johnson's songwriter  
2 royalties under the Windswept Contract, as has been done since 2004, and that Ms. Johnson's  
3 death does not impact AREC's rights because those rights became fully vested pursuant to the  
4 AREC Contract when AREC successfully recovered the ongoing songwriter royalty stream for  
5 Ms. Johnson through its litigation efforts. However, Defendant Jones disputes AREC's  
6 contentions and asserts that Defendant EMI must pay Ms. Johnson's songwriter royalties directly  
7 to Defendant Jones now that Ms. Johnson has died. Furthermore, Defendant EMI has refused to  
8 confirm to AREC that it will continue to honor the terms of the Windswept Contract by remitting  
9 Ms. Johnson's songwriter royalties directly to AREC.

10 22. A judicial determination of the respective rights and obligations of AREC,  
11 Defendant EMI, and Defendant Jones under the Windswept Contract is necessary to resolve the  
12 foregoing controversy so that the parties know how to proceed in this ongoing contractual  
13 relationship.

14 23. AREC therefore seeks a judicial determination that:

- 15 a. AREC is entitled to continue collecting all of Ms. Johnson's songwriter  
16 royalties due under the Windswept Contract;
  - 17 b. Defendant EMI is obligated under the Windswept Contract to remit all of  
18 Ms. Johnson's songwriter royalties to AREC;
  - 19 c. AREC's interest in collecting Ms. Johnson's songwriter royalties due under  
20 the Windswept Contract and taking its contingency fee of fifty percent is  
21 fully vested; and
  - 22 d. Defendant Jones is Ms. Johnson's successor-in-interest and, therefore, is  
23 bound by Ms. Johnson's obligation to allow AREC to collect the songwriter  
24 royalties from the Windswept Contract and deduct its contingency fee of  
25 fifty percent pursuant to the AREC Contract.
- 26  
27  
28

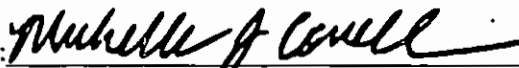
**PRAYER**

WHEREFORE, plaintiff Artists Rights Enforcement Corporation prays for judgment as follows:

1. A judicial determination that:
  - a. AREC is entitled to continue collecting all of Ms. Johnson's songwriter royalties due under the Windswept Contract;
  - b. Defendant EMI is obligated under the Windswept Contract to remit all of Ms. Johnson's songwriter royalties to AREC;
  - c. AREC's interest in collecting Ms. Johnson's songwriter royalties due under the Windswept Contract and taking its contingency fee of fifty percent is fully vested; and
  - d. Defendant Jones is Ms. Johnson's successor-in-interest and, therefore, is bound by Ms. Johnson's contractual obligation to allow AREC to collect the songwriter royalties under the Windswept Contract and deduct its contingency fee of fifty percent pursuant to the AREC Contract.
2. Costs of suit; and
3. Such other and further relief as the Court deems proper.

Dated: July 25, 2017

SMITH CORRELL LLP

By:   
Michelle J. Correll  
Attorney for Plaintiff  
Artists Rights Enforcement Corporation

07/25/2017



EXHIBIT 1

07/25/2017

Artist Rights Enforcement Corp.  
250 West 57th Street  
New York, NY 10107

DATE: July 4, 1984

Attention: Mr. Chuck Rubin

RE: THE DIXIE CUPS

I hereby retain you and your firm to act on my behalf in connection with investigation into and collection of any and all royalties which are, or may be due and owing to THE DIXIE CUPS. It is my understanding that you are to use your best efforts to obtain on my behalf from record and publishing companies, and all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, arising out of my business or contractual relations with such parties an accounting for and collection of such royalties and other rights which are, or may be due to me from the manufacture, sale, publication, use or distribution of phonograph records, tapes, performances, publications, or other dissemination of my Artistic material.

I further understand that it may be necessary or desirable to retain the services of accounting firms. In that event, payment for same shall be borne by Artist Rights Enforcement Corp.

It is my further understanding that in the event it is desirable or necessary to engage counsel to act on my behalf, that you shall recommend counsel who is satisfactory to me that I shall retain upon such terms as may be agreeable between us and such counsel shall be paid out of your share of the proceeds realized, and in accord with my separate agreement with such counsel.

In return for your services set forth hereinabove, I shall pay you fifty (50%) percent of all sums which may come into your hands or which may be realized as a proximate result of your activities on my behalf. It is also agreed that if no recovery of funds as mentioned hereinabove, is made on my behalf, I will have no obligation to you, and your firm, including no obligations of expense that you, your firm, accounting firms, counsel or attorneys may have incurred. I further agree that all out-of-pocket expenses incurred by you in connection with the handling of my claim shall be reimbursed and deducted from the amounts recovered. However, I reserve the right to approve all such expenses incurred in my behalf in excess of \$100 each. It is also agreed, that any expenses incurred will be paid out of your fifty (50%) of any recovery as set forth in paragraph three (3) above.

Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you my attorney in fact but only for the purpose of depositing them into your special account. It is my further understanding that before any disbursements are made, I will receive a full accounting of monies received and proposed disbursements. Only after I have approved the proposed disbursements, and upon the clearing of such funds, you shall then make payment to me, yourself and any third parties including attorneys under the terms of this agreement.

Your acceptance of this Agreement is indicated by your signature below in the lower left-hand corner under the words "ACCEPTED BY".

ACCEPTED BY:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By Chuck Rubin  
Chuck Rubin

Very truly yours,  
THE DIXIE CUPS

By Joan M. Johnson  
Joan M. Johnson

EXHIBIT 2

07/25/2017

## ASSET PURCHASE AND SALE AGREEMENT

Agreement made this 19th day of July, 2004 by and among Rosa Lee Hawkins, Barbara Anne Hawkins and Joan Marie Johnson, with a principal place of business at Artists Rights Enforcement Corp., 250 West 57th Street, Suite 520, New York, New York 10107 (collectively and individually referred to as "Seller") and Windswept Holdings, LLC doing business as Songs of Windswept Pacific (BMI) with a principal place of business at 9320 Wilshire Boulevard, Suite 200, Beverly Hills, California 90212 ("Purchaser").

### 1. Definitions.

(a) "Acquisition Agreements" shall mean and include individually and collectively each and every contract or instrument pursuant to which Seller acquired an interest in the Composition in the Territory, including, without limitation, songwriter, co-publishing, royalty participation, administration, subpublishing and collection agreements, judgments, the Arc Settlement Agreement, the District Court Judgment, the Court of Appeals Decision and any and all rights and benefits thereunder; and assignments thereof, including any unrecouped advances made to songwriters and/or other royalty participants thereunder.

(b) "Accounts Receivable" shall mean and include all claims, choses in action, debts, receivables, accounts, royalties, advances, fees, monies and all other rights to receive monies or other property from any and all sources in the Territory which are: (i) owing to Seller, (ii) earned in respect of the Assets, and (iii) have not been actually received by Seller prior to or on the Effective Date (as defined below) regardless of when earned or due. For the avoidance of doubt and without in any way limiting the foregoing, sums realized after the Effective Date from audit examinations of Seller's licensees undertaken at any time prior to or after the Effective Date will be deemed to be Accounts Receivable, it being understood that Purchaser will be entitled to retain all sums so realized.

(c) "Arc Settlement Agreement" shall mean the December 2, 1968 agreement between Arc Music Corporation on one hand and Mellers Publishing Corporation and Trio Music Co. Inc. on the other hand.

(d) "Assets" shall mean and include the Composition, the Acquisition Agreements, the Song Files, the Licenses, Accounts Receivable, Income Ownership and Collection Rights, Rights of Administration and all accounts, contract rights and general intangibles relating thereto:

(e) "Claims" shall mean and include all liens, charges, pledges, security interests, mortgages, encumbrances, options, rights of first refusal or first negotiation, claims, demands, actions, litigation or proceedings or impediments to Purchaser's ability to collect its share of fees, royalties or other monies derived from the Assets, pending, outstanding, or threatened, relating to or adversely affecting or which will or may in any way prejudice, limit or interfere with the rights of Purchaser in the Territory in and to the Assets including, without

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limitation, the Composition, or the copyrights therein and thereto and any extensions, continuations, restorations or reversions thereof, whether vested, contingent or inchoate, and whether now in existence, or hereafter coming into existence as the result of future legislation or future interpretation of legislation to the extent that such future legislation or future interpretation of legislation expands and/or enhances rather than diminishes Purchaser's rights and interests hereunder, or any title or titles thereto, or any of the other rights, licenses, privileges or properties being conveyed and granted to Purchaser hereunder, including but not limited to Purchaser's right to receive income relating to the Composition.

(f) "Closing Date" shall mean the date on which the Closing shall occur as provided in paragraph 4 below.

(g) "Closing" shall mean the "closing" of this transaction at which this agreement and the attendant ancillary documents shall be executed and wherein Seller will sell and deliver to Purchaser, and Purchaser will buy from Seller the Assets, and other rights and privileges subject hereto, and Purchaser will pay to Seller the Purchase Price set forth in paragraph 3(a) below.

(h) "Composition" shall mean the musical composition entitled "Iko Iko" written by Writers together with the copyrights therein and thereto in the Territory and any and all renewals, extensions, continuations, restorations and reversions thereof in the Territory, whether vested, contingent or inchoate, and whether now in existence or hereafter coming into existence as the result of future legislation or future interpretation of legislation), the titles, music and lyrics of the Composition, any and all arrangements, adaptations, editions, translations, foreign language versions and derivative works of the Composition and any and all claims, demands, actions and causes of action relating to the Composition in the Territory whether accruing prior to the Effective Date or thereafter.

(i) "Court of Appeals Decision" shall mean the unpublished Decision of the United States Court of Appeals for the Fifth Circuit, filed August 29, 2003 (No. 02-30473 Summary Calendar), in the action entitled Rosa Lee Hawkins, Barbara Anne Hawkins and Joan Marie Johnson, Plaintiffs-Appellees v. Joe Jones d/b/a Melder Publishing Co., Defendant-Appellant.

(j) "District Court Judgment" shall mean the March 26, 2002 Order and Judgment of Hon. Peter Beer, United States District Judge, in the action entitled Rosa Lee Hawkins, Barbara Anne Hawkins and Joan Marie Johnson, Plaintiffs v. Joe Jones d/b/a Melder Publishing Co., Defendant, United States District Court for Eastern District of Louisiana, Civil Action #00-3785.

(k) "Effective Date" shall mean the date of this agreement.

(l) "Income Ownership and Collection Rights" shall mean and include the ownership of and the right to collect in the Territory Seller's interest in and to all claims, choses in windswept, Iko purchase (6) 7.6.04

action, debts, receivables, accounts, royalties, advances, fees, monies and all other rights to receive monies or other property from any and all sources in the Territory which are earned and/or payable in respect of the Assets at any time on or after the Effective Date including without limitation the publisher share of public performance fees and royalties and any sums realized from audit examinations of Licensees or Seller's other payors for any period of time prior to or after the Effective Date, no matter when paid and/or which are paid by any such sources at any time on or after the Effective Date, regardless of when earned.

(m) "Licenses" shall mean and include individually and collectively each and every license, subpublishing agreement, administration agreement, participation, licensing or collection agreement, mechanical or public performance society agreement and all other contracts and agreements relating to the use or exploitation of the Composition in the Territory, and any and all rights and benefits thereunder in the Territory.

(n) "Material Agreements" shall mean to the extent that they have any current effect on the use, exploitation or ownership of the Composition in the Territory, or Seller's or Purchaser's ability to collect any income derived therefrom in the Territory: (i) any exclusive contracts (other than Acquisition Agreements); (ii) any sub-publishing agreements; (iii) any co-publishing, administration, collection or participation agreements; (iv) any "print" agreement; (v) any performing rights society agreements; and (vi) any blanket licenses.

(o) "Melder" shall mean Joe Jones d/b/a Melder Publishing Co., also known as Melder Pub. Co., Melders Publishing Corporation and other variations of the words "Melder", "Publishing", "Company" or "Corporation".

(p) "Net Writer Share" shall mean the net amount of royalties Writer collectively actually received in the United States derived from exploitation of the Assets in the Territory from BMI during the four year period January 1, 1999 through December 31, 2002 and from Trio during the four year period July 1, 1999 through June 30, 2003, as calculated pursuant to the Original Publishing Agreement and the Arc Settlement Agreement, as set forth on Exhibit "H" annexed hereto and made part hereof.

(q) "Net Publisher Share" shall mean an amount equal to the Net Writer Share, adjusted as follows: the amount Writer received from Trio is doubled to account for the same amount Melder should have paid Writer during the same period.

(r) "Original Publishing Agreement" shall mean the March 10, 1965 publishing agreement between Melder Pub. Co and Trio Music Co., Inc. ("Publisher") and Barbara Hawkins, Joan Marie Hawkins and Rosa Lee Hawkins, jointly and severally in their capacities as authors of the Composition ("Writer(s)").

(s) "Purchase Price" shall mean the purchase price for the Assets as set forth in paragraph 3(a) below.

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(t) "Rights of Administration" shall mean and include Seller's rights of whatsoever nature in the Assets in the Territory, including but not limited to the rights to publish, administer, exploit in any and all media of whatsoever nature, whether now known or hereafter devised, deal in, transfer or otherwise dispose of the Composition or any right therein throughout the universe and to collect all income, compensation or consideration of whatsoever nature arising out of the exercise of such Rights of Administration; the right to institute, pursue and compromise all claims and choses in action existing at the Effective Date no matter when the same arose or arising at any time after the Effective Date; the right to undertake audit examinations of licensees and other users of the Composition in the Territory or of any person, firm or entity who deals in or controls any rights in and to any of the Assets in the Territory and to retain the results thereof. Included with the Rights of Administration are the non-exclusive, perpetual rights to use the name, image and likeness of, and the biographical information concerning, the Writers and to reproduce, print, publish or disseminate the same in any medium or by any method, now or hereafter known, for the purpose of exploiting, administering and otherwise dealing with the Composition and/or Purchaser's music publishing business and to authorize others to exercise any of the foregoing rights. The aforesaid rights, along with all of the other Rights of Administration, shall be irrevocable and shall be coupled with Purchaser's property rights in the other Assets.

(u) "Royalties" shall mean all royalties, shares of profits and/or other consideration due and payable to the Writers and to Arc Music Corporation in connection with the Composition earned solely in the Territory.

(v) "Schedule of Writers Royalties" shall mean all Royalties payable by Purchaser to Writers earned solely in the Territory pursuant to the schedule annexed hereto as Schedule "A" and made part hereof.

(w) "Song Files" shall mean the copyright assignments, certificates and documents, royalty records, correspondence, books, files and records, original documents, and the like relating to the Composition, including without limitation all documents and information necessary to administer Seller's interest the Composition and to collect the monies earned thereby in the Territory from and after the Effective Date. Song Files shall also mean and include all printed editions, folios, sheet music, lead sheets, music cue sheets, musical scores or other printed material containing the Composition and the photographic or engraving plates, if any, from which they are derived, and any publicity materials relating to the Composition and the Writers including without limitation photographs, posters, biographical materials and awards as well as all demonstration recordings, phonograph records and other embodiments of the Composition.

(x) "Supreme Court Order" shall mean the Order of the Supreme Court of the United States of America denying Petitioner's request for a Writ of Certiorari, filed April 5, 2004 (No.03-1100) in the action entitled Joe Jones, Petitioner v. Rosa L. Hawkins, Barbara Anne Hawkins and Joan Marie Johnson, Respondents.

(y) "Territory" shall mean the universe excluding the United States of America, its territories and possessions.

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(z) "Trio" shall mean Trio Music Co., Inc.

(aa) United States Renewal Copyright shall mean the copyright registration covering the United States copyright renewal term of the Composition commencing January 1, 1993, filed by Seller claiming as authors, renewal registration number RE 776 944, date of registration February 2, 1992 which renewed copyright registration EU 83691, filed July 13, 1964.

(bb) "Writers" shall mean individually and collectively Rosa Lee Hawkins, Barbara Anne Hawkins and Joan Marie Johnson in their capacities as authors of the Composition.

2. Grant Of Rights.

(a) Seller hereby sells, conveys, grants, assigns, transfers and sets over unto Purchaser, and Purchaser hereby purchases from Seller all of Seller's right, title and interest in and to the Assets for and in the Territory. Seller's right, title and interest is fully described in paragraph 8 (cc) below. The foregoing sale, conveyance, grant, assignment and transfer shall be deemed to be effective as of the Effective Date. The rights herein conveyed to Purchaser as of the Effective Date shall include all rights whatsoever relating to the Assets throughout the universe including, without limitation:

(i) the sole and exclusive Rights of Administration in Seller's interest in the Composition;

(ii) the sole and exclusive Income Ownership and Collection Rights in Seller's interest in the Assets;

(iii) all Seller's right, title and interest in and to the Composition, the copyright therein and all rights under copyright as adjudicated by the District Court Judgment and the Court of Appeals Decision.

(b) Nothing contained in this agreement shall be deemed to restrict or limit the generality of the grant herein made to Purchaser pursuant to subparagraph 2(a), and nothing contained in this agreement shall be interpreted or construed to obligate Purchaser to exploit the Assets, or any of them, or to exercise any of the rights, licenses, or privileges herein granted.

3. Consideration. In full consideration of this agreement and in reliance on Seller's warranties, representations, covenants and agreements herein contained, and the full and complete transfer of the Assets and all other rights, licenses, privileges, and properties herein being conveyed and granted to Purchaser, and subject to the terms and conditions of this agreement, Purchaser shall pay to Seller, and Seller agrees to accept the Purchase Price of Three Hundred Thousand Dollars (\$300,000) payable as follows:

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(a) At the Closing, by a check drawn on a U.S. bank, the sum of One Hundred Forty Thousand Dollars (\$140,000) less:

(i) an amount equal to the unrecouped advances previously paid to Seller or Writers itemized on Exhibit E hereto; and

(ii) any other adjustments permitted hereunder.

(b) The sum of Forty Thousand Dollars (\$40,000) by a check drawn on a U.S. bank, if and when Purchaser receives either: (i) an Internal Revenue Service ("IRS") Record of Account or other documentation furnished by the IRS confirming that Federal Tax Lien #729506412, dated July 26, 1995 against Barbara Anne Hawkins and Federal Tax Lien #720218837, dated September 6, 2002 against Rosa Lee Hawkins (such Liens being hereinafter referred to collectively as the "Liens") have been compromised and settled and the Lien or Liens released, or (ii) in the alternative, documentation furnished by the IRS confirming that the Liens are against individuals who do not comprise Seller hereunder but who have the same name as such individuals and that there are no Liens against the individuals who comprise Seller. Purchaser's receipt of such documentation from the IRS is a condition precedent to its obligation to pay Seller the sum of Forty Thousand Dollars (\$40,000).

(c) If, as of the one year anniversary date of the payment made at the Closing: (i) there are no Claims other than the Claims set forth on Exhibit F and (ii) the Claims set forth on Exhibit F have been fully resolved and settled to vest in Purchaser Seller's rights and interests in the Composition pursuant to the Acquisition Agreements and (iii) Seller has fully complied with all terms of this agreement, Purchaser shall pay Seller the additional the sum of One Hundred Twenty Thousand Dollars (\$120,000) by a check drawn on a U.S. bank on the one year anniversary date of the Closing. If, as of the one year anniversary date of the payment made at the Closing: any Claims referred to in subsections 3(b)(i) or (ii) exist, or if Seller has not fully complied with all terms of this agreement, then Purchaser shall have the right to withhold all or a portion of the One Hundred Twenty Thousand Dollar (\$120,000) balance of the Purchase Price for indemnification against Purchaser's loss, liability, cost and expense (including attorney's fees), in accordance with the terms of paragraph 10 below, in addition to and without limitation of Purchaser's other rights and remedies pursuant to this agreement or otherwise. Without limiting the generality of the foregoing, the Federal Tax Liens referred to in paragraph 3(b) above are Claims. If as of the one year anniversary date of the payment made at the Closing, these Claims have not been resolved and/or compromised, settled and released, then Purchaser shall continue to withhold the Forty Thousand Dollar (\$40,000) payment due pursuant to paragraph 3(b) in addition to any other amounts Purchaser has the right to withhold pursuant to this paragraph 3(c).

(d) If, at any time prior to full payment of the Purchase Price, a lien or garnishment attaches to Purchaser's property or rights as a result of the either or both of the Liens or any other liens, Purchaser has the right to pay the amount required to satisfy the applicable Lien or other lien and any penalties and/or interest related thereto, from the balance of the Purchase Price, and to deduct such amount from the balance of the Purchase Price in order to

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terminate and/or satisfy such lien or garnishment. If a lien or garnishment attaches to Purchaser's property as a result of a lien other than a Lien, Seller shall have a period of sixty (60) days from the date on which Seller receives notice of such lien or garnishment in which to negotiate a settlement of the amount due, satisfy the debt and provide Purchaser with documentation evidencing satisfaction of the debt and termination of such lien or garnishment, in which event, Purchaser has the right to pay the settlement amount directly to the lienor from and out of the balance of the Purchase Price. Additionally, Purchaser has the right to satisfy such a lien or garnishment from and out of any royalties payable to Seller in their capacities as Writers pursuant to the Writer Royalty Schedule if the balance of the Purchase Price is insufficient to satisfy the debt to which the lien or garnishment on Purchaser's property attaches or if the Purchase Price has been previously paid.

(e) Seller agrees that each check or checks in payment of the Purchase Price shall be made payable to the order of "Artists Rights Enforcement Corporation" (EIN 13-3129314) and that payment to Artists Rights Enforcement Corporation is deemed to be payment to Seller hereunder. Such checks shall be delivered to Artists Rights Enforcement Corporation at the address first set forth above.

4. Closing:

(a) On or about July 19, 2004, or as soon thereafter as is reasonably possible, the parties will hold a closing at Purchaser's offices or at such other place as the parties may agree, at which this agreement and the attendant ancillary documents shall be executed. Seller will sell and deliver to Purchaser, and Purchaser will buy from Seller the Assets and other rights and privileges subject hereto, and the Purchaser will pay to Seller the Purchase Price set forth in paragraph 3(a) above.

(b) Further, at the Closing Seller shall:

(i) deliver to Purchaser at Seller's sole cost and expense and at a place designated by Purchaser the Acquisition Agreements, Song Files, Licenses and Material Agreements. Such delivery shall be of the essence of this agreement;

(ii) execute (and have notarized) and deliver to Purchaser, for recordation purposes with the Register of Copyrights of the United States, an assignment in the form annexed hereto as Exhibit G-1 of all of Seller's right, title, and interest for and in the Territory in and to the Composition, the copyrights therein and thereto and any and all extensions, continuations, restorations and reversions thereof, whether vested, contingent or inchoate and whether now in existence or hereafter coming into existence as the result of future legislation or future interpretation of legislation;

(iii) execute and deliver to Purchaser a general assignment relating to the other materials comprising the Assets being transferred, and notices of assignment, in the form attached hereto as G-2;

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(iv) execute and deliver to Purchaser notices of assignment in the form attached hereto as G-3;

(v) execute, acknowledge and deliver to Purchaser, or procure the due execution, acknowledgment and delivery to Purchaser of, any and all such copyright assignments or other instruments or documents (including, without limitation, appropriate letters of direction to collection agents; licensees, public performance societies and foreign subpublishers), in forms to be approved by Purchaser, which shall be necessary and proper to carry out and execute the purposes and intent of this agreement in the United States and in all other countries of the world, and in order to secure for Purchaser all of the rights and benefits being granted to Purchaser in and to the Composition.

5. Conditions Precedent to Purchaser's Obligations Seller hereby agrees that all obligations of Purchaser under this agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, with the understanding that the failure of any of the following conditions shall allow Purchaser to terminate this agreement:

(a) (i) All financial data and information heretofore given by Seller to Purchaser with respect to the Composition, the income derived therefrom in the Territory, and the royalties and other expenses related thereto, shall be subject to verification by Purchaser prior to the Closing by means of an audit of Seller's books, records, documents and files pertaining to the Composition. Further, Seller shall make available to Purchaser prior to the Closing for examination as Purchaser may require the signed originals of all Acquisition Agreements and Material Agreements which are in Seller's possession or control, together with any and all amendments, modifications or renewals to date thereto, and the Song Files.

(ii) The fact that Purchaser shall be furnished or shall have been furnished the various agreements, contracts, licenses, documents, certificates, statements and other instruments hereinabove referred to or that the same shall be made available or shall have been made available to Purchaser shall not constitute notice to Purchaser of any defect in the right of Seller to enter into this agreement or to execute any agreements or other instruments executed or to be executed pursuant hereto, or notice to Purchaser of any incapacity or inability of Seller to make any of the warranties, representations or covenants made by Seller herein or in the exhibits annexed hereto or in any statements, certificates or documents or other instruments submitted or to be submitted pursuant hereto or prevent Purchaser from enforcing its rights hereunder with respect to any of the foregoing. The fact that Purchaser shall have acquired or shall acquire any information (including information from an audit) which shall be contrary to any warranty, representation or covenant made by Seller as aforesaid shall not constitute notice to Purchaser of any defect in any such warranty, representation or covenant nor prevent Purchaser from enforcing its rights hereunder with respect thereto.

(b) Seller's warranties and representations contained in this agreement, in the exhibits annexed hereto, and in any statement, certificate, document or other instrument submitted

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or to be submitted to Purchaser pursuant to this agreement or in connection with this transaction shall be true at the time of the Closing as though made at such time.

(c) Seller shall have performed and complied with all agreements and conditions required by this agreement to be performed or complied with by Seller prior to or at the Closing.

(d) Seller shall have obtained and delivered to Purchaser any necessary consents expressly requested by Purchaser to the assignment and conveyance to Purchaser of the rights, licenses, privileges and properties being conveyed and granted hereunder.

6. Purchaser's And Seller's Royalty Obligations; No Assumption Of Liabilities.

(a) Purchaser shall be obligated to pay all Royalties due under the Arc Settlement Agreement and the Schedule of Writers Royalties which become payable on or after the Closing Date on account of monies earned in the Territory actually received by Purchaser in the United States or credited to Purchaser's account in reduction of an advance actually received by Purchaser or on account of the advances, if any, listed on Exhibit E attached hereto which result in a reduction of the Purchase Price pursuant to paragraph 3 (a) (i) above. Except only for Purchaser's obligation to pay Royalties pursuant to the Arc Settlement Agreement and the Schedule of Writers Royalties on monies earned in the Territory actually received by Purchaser in the United States or credited to Purchaser's account after the Closing Date in accordance with the terms and limitations of the immediately preceding sentence, Purchaser will not assume, be bound by or agree to pay, perform, or discharge any of Seller's liabilities or obligations, fixed or contingent, of any kind or nature whatsoever, whether incurred, accrued or arising prior to, on or after the Closing Date, Seller, collectively and individually, in their capacities as Writers, hereby agree to the terms of the Schedule of Writers Royalties. For the avoidance of doubt, Trio shall pay Writers their Royalties pursuant to the Arc Settlement Agreement and Purchaser, as owner of the interest formerly owned by Melder that Seller hereby sells to Purchaser, shall pay Writers their Royalties pursuant to the Schedule of Writers Royalties.

(b) Seller shall be obligated to pay all Royalties due and payable on account of monies actually received by Seller or credited to Seller's account in reduction of an advance actually received by Seller at any time prior to the Closing Date, except that Seller shall not have this obligation with respect to Royalties payable by Purchaser pursuant to agreements in which advances were actually received by Seller but solely to the extent such advances are listed on Exhibit E attached hereto and result in a reduction of the Purchase Price pursuant to paragraph 3 (a) (i) above. Further, on and after the Closing Date, upon receipt, Seller shall turn over to Purchaser any and all income received by Seller relating to the Composition or any of the other rights and properties being sold to Purchaser hereunder, along with any statements received by Seller relating thereto.

7. Duration Of Rights. Purchaser shall have the benefit of the Assets throughout the Territory for the full term of all copyrights therein and thereto, including any and all renewals,

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extensions, continuations, restorations and reversions thereof, whether vested, contingent or inchoate, and whether now in existence or hereafter coming into existence as the result of future legislation or future interpretation of legislation and all claims, demands, actions and causes of action relating to the Assets, whether or not such remedies, claims, demands, actions, or causes of action accrued prior to the date of this agreement or shall accrue hereafter.

8. Seller's Representations and Warranties/Exhibits. In order to induce Purchaser to enter into and to execute this agreement, and as a condition of Purchaser's performance hereunder, Seller hereby makes the following warranties, representations, covenants, and agreements as of the Closing and Seller acknowledges that Purchaser is entering into and executing this agreement in reliance thereon:

(a) Annexed hereto as Exhibit A and made a part hereof is a true and complete list of Writers' shares and copyright registration numbers for the Composition.

(b) Annexed hereto as Exhibit B and made part hereof is a true and complete list of all Acquisition Agreements, including any and all amendments thereto, with respect to the Composition.

(c) Annexed hereto as Exhibit C and made part hereof is a true and complete list of all Material Agreements heretofore entered into by Seller or any party related to Seller having an interest in the Composition.

(d) Annexed hereto as Exhibit D and made part hereof is a true and complete list of the amount of all presently unrecouped advances heretofore paid by Seller to any Writers or any other person or entity or other royalty and/or income participants relating to the Composition. Except as set forth on Exhibit D, Seller warrants and represents that there are no unrecouped advances paid by Seller prior to the Closing Date.

(e) Annexed hereto as Exhibit E and made part hereof is a true and complete list of all presently unrecouped advances heretofore paid to or on behalf of Seller under any agreement relating to the Composition or the exploitation thereof or otherwise. Except as set forth on Exhibit E, Seller warrants and represents that there are no unrecouped advances heretofore paid to or on behalf of Seller with respect to any of the Assets.

(f) Annexed hereto as Exhibit F and made part hereof is a true and complete list of all Claims. There are no Claims related to the Assets or any of the transactions contemplated hereby, nor does Seller know of any basis for any such Claims, whether pending, outstanding, or threatened, except for the matters set forth in the annexed Exhibit F. Seller shall advise Purchaser of the existence of any Claims at least ten (10) business days before the Closing Date, and Seller secure the discharge of any such Claims in writing before the Closing Date. Further, and notwithstanding the foregoing, if the Composition is subject to a security interest in favor of any person, firm or corporation, Seller shall advise Purchaser of the identity of each such person, firm or corporation and the nature of their security interest in the Composition and shall windswept. lko purchase (6) 7.6.04

provide documentary evidence of the discharge of such interest to Purchaser at least ten (10) days before the Closing. Purchaser shall have the right to inspect and approve any such documentary evidence, and if Purchaser shall not approve thereof, in addition to any other rights or remedies available to Purchaser at law or in equity, Purchaser may refuse to consummate the transaction contemplated by this agreement without any liability whatsoever.

(g) Seller is the owner of an undivided fifty percent (50%) interest in and to the Assets in the Territory and has good and marketable title to such interest in the Assets.

(h) Seller has the full and sole right, power and authority to enter into this agreement and to convey to Purchaser the Assets and all of the rights licenses, privileges and properties herein conveyed and granted to Purchaser, free and clear of any claims or demands of any person or entity.

(i) The Composition is wholly original in all respects, and no portion of the Composition has been taken from or based upon any other copyrightable or protectable or public domain material, and the full exercise or use by Purchaser or its licensees or assigns of any and all of the rights, licenses, privileges and properties herein conveyed and granted to Purchaser will in no way infringe upon or violate any common law or statutory rights of any person, firm or corporation, including, without limitation, contractual rights, copyrights, rights of privacy and literary or dramatic rights.

(j) (i) The Composition is validly registered for copyright in the United States of America, in the names of Trio Music, Co., Inc. and Melder Pub. Co. as copyright claimants as an unpublished musical composition under copyright registration: EU 836911, date of registration: July 13, 1964;

(ii) The Composition is presently in its United States renewal term of copyright and is validly registered for the United States copyright renewal term in all renewable versions (i.e. all versions and arrangements, published and unpublished), under the United States Renewal Copyright, which was lawfully and timely renewed;

(k) Neither the Composition nor any part thereof is in the public domain.

(l) The names and likenesses of, and biographical material relating to the Writers and each of them, may be used for the purposes of advertising, promoting and exploiting the Composition and Purchaser's music publishing business in Purchaser's sole discretion.

(m) No state of facts exists that will in any manner prevent or interfere with the full enjoyment by Purchaser of all of the rights, licenses, privileges and properties being conveyed and granted hereunder, or which will or may impair or encumber any of such rights, licenses, privileges or properties. Without in any way limiting the generality of the foregoing, the execution, delivery and performance of this agreement and any other agreements contemplated hereby will not violate any provision of law or of any order, writ, judgment, injunction or decree.

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of any court or any other entity applicable to Seller or result in the breach of or default under or give rise to any lien or encumbrance or any right of termination or acceleration under, any agreement or other instrument to which Seller is a party or by which it is bound or by which its property is affected, including without limitation, the Acquisition Agreements.

(n) There are no agreements, written or oral, relating to the Assets, other than those identified by Seller in this agreement.

(o) Intentionally deleted without implication

(p) Seller has not granted any exclusive or free licenses with respect to the Composition except as noted in Exhibit C.

(q) Seller has not in any manner breached or been in default of Acquisition Agreements, the Material Agreements or the Licenses and there does not exist any state of facts which constitutes a breach or default under any such agreement.

(r) All of the Assets are freely assignable by Seller to Purchaser hereunder.

(s) All negotiations concerning this agreement have been carried on between the parties directly without the intervention of any other person and no person has any valid claim for a finder's fee, brokerage commission or other such compensation, it being understood that in no event shall Purchaser have any responsibility or liability whatsoever with respect to the payment of any such compensation.

(t) Seller's performance of this agreement shall not result in any breach or violation of, or constitute a default under, or be an invalid act under any agreement, corporate charter or other instrument to which Seller, or any of the parties comprising Seller, are parties or by which Seller, or any of the parties comprising Seller, may be bound or affected.

(u) No warranty, or representation by Seller in this agreement or in any of the exhibits annexed hereto, or in any statement, certificate, document or instrument submitted or to be submitted to Purchaser pursuant to or supplementary to this agreement, or in connection with this transaction, contains any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(v) No consent or approval of, or action by or filing with, or notice to, any person, corporation, firm or governmental department, commission, board, bureau, agency or instrumentality is required in connection with the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby.

(w) The schedule of Net Writer Share annexed hereto as Exhibit "H" and made part hereof is true and complete and reflects Writers' actual cash songwriter share of receipts derived from the Assets earned in the Territory including without limitation the writer share of windswept. No purchase (6) 7.6.04

public performance fees and royalties. The receipts are net of James Crawford's forty percent (40%) songwriter share of public performance fees and royalties payable pursuant to the Arc Settlement Agreement and net of amounts paid "off the top" to Arc Publishing Company pursuant to the Arc Settlement Agreement. No unearned advances against royalties are included in the figures set forth in Exhibit "H". --

(x) The average annual Net Publisher Share during the four (4) year period January 1, 2000 through December 31, 2004 is at least Twenty-five Thousand Dollars (\$25,000).

(y) Neither the execution and delivery of this agreement nor the carrying out of the transactions contemplated hereby will result in any violation of, or be in conflict with, any contract or other instrument to which Seller is a party, or is otherwise bound.

(z) Pursuant to the Original Publishing Agreement, Trio and Melder owned all right, title and interest in and to the Composition in the Territory including the copyright therein and all rights under the copyright, subject to payment of songwriter royalties to Writers. A true and complete copy of the Original Publishing Agreement is annexed hereto as Exhibit "I" and made part hereof.

(aa) Pursuant to the January 13, 1993 agreement between Seller and Windswept Pacific Publishing Company, Seller sold all their right, title and interest in the United States Renewal Copyright to Windswept Pacific Publishing Company.

(bb) From and after January 1, 1993, pursuant to the Original Publishing Agreement, Trio and Melder each retained an undivided fifty percent interest in and to the Composition and the Assets in the Territory including the copyright in the Composition and all rights under copyright for the full term of copyright and any and all extensions, continuations, restorations and reversions thereof, whether vested, contingent or inchoate, in each country of the Territory, subject to payment of royalties to the Writers.

(cc) Pursuant to the District Court Judgment as affirmed by the Court of Appeals Decision, Seller irrevocably and unconditionally acquired Melder's undivided fifty percent interest in and to the Composition and the Assets in the Territory including the copyright in the Composition and all rights under the copyright, the full term of copyright and any and all extensions, continuations, restorations and reversions thereof, whether vested, contingent or inchoate, in each country of the Territory. As a result of the District Court Judgment as affirmed by the Court of Appeals Decision and as further affirmed by the Supreme Court Order, Melder was stripped of any interest in the Composition in the Territory (or otherwise) and Seller was adjudicated to be the co-owner of an undivided fifty percent (50%) interest in and to the copyright in the Composition together with Trio (owner of fifty percent (50%)) in the Territory. A true and complete copy of the District Court Judgment is annexed hereto as Exhibit "J" and made part hereof. A true and complete copy of the Court of Appeals Decision is annexed hereto as Exhibit "K" and made part hereof. A true and complete copy of the Supreme Court Order is annexed hereto as Exhibit "L" and made part hereof.

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(dd) Pursuant to the Arc Settlement Agreement, Seller owes Arc Publishing Company an amount equal to one third of the gross amount collected by Seller in each country of the Territory including without limitation the publisher share of public performance fees and royalties. A true and complete copy of the Arc Settlement Agreement is annexed hereto as Exhibit "M" and made part hereof.

(ee) Seller formed Iko Iko Publishing Co., a Louisiana corporation on or about December, 2003. This corporation acquired no rights or interests in the Composition or other Assets and it is not a "Seller" for any purposes hereunder.

9. Survival of Seller's Representations and Warranties. All warranties, representations, covenants and agreements of Seller contained herein shall survive the Closing and, notwithstanding any independent investigation by or on behalf of Purchaser with respect hereto, shall continue in full force and effect for Purchaser's benefit, after the Closing.

10. Seller's Indemnity of Purchaser:

(a) Subject to paragraph 10(c), Seller hereby agrees to indemnify, save and hold Purchaser, its assigns, licensees, directors, officers, shareholders, agents and employees harmless from any and all damages, liabilities, costs, losses and expenses (including without limitation attorneys' fees and court costs) arising out of or connected with any Claim, including any Claim which is inconsistent with any of the warranties, representations or covenants made by Seller in this agreement, or arising out of or connected with any security interest in favor of any third party or any tax lien that may be asserted or claimed by any governmental entity. Notwithstanding any provision of this agreement to the contrary and without limiting any of Purchaser's rights under this agreement or otherwise, upon Purchaser's receipt of any Claim, or Purchaser's commencement of prosecution of any Claim, pending final determination of such Claim, Purchaser may withhold any monies otherwise payable by Purchaser to Seller or Writers in an amount which in Purchaser's sole discretion, Purchaser deems to be sufficient to cover the potential damages, liabilities, costs, losses and expenses (including without limitation attorneys' fees and court costs) arising out of or connected with any such Claim, including any Claim set forth on Exhibit F. Purchaser may set off and apply all or any portion of the sums so withheld in reimbursement for or to otherwise pay any such damages, liabilities, costs, losses and expenses (including without limitation attorneys' fees and court costs). Seller and Purchaser acknowledge the existence of the Claims set forth on Exhibit F. Seller agrees that the foregoing indemnity applies with full force and effect to such Claims and well as any other Claims. Purchaser's right to withhold all or a portion of the One Hundred Fifty Dollar balance of the Purchase Price pursuant to paragraph 3(b) shall not constitute any limitation of Seller's obligation to indemnify Purchaser hereunder.

(b) If Purchaser commences prosecution or other legal action to resolve any Claims that arise or occur in any of the following countries of the Territory, the indemnity set forth in paragraph 10(a) shall apply with full force and effect: United Kingdom, Republic of

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Ireland, France, Germany, Austria, Switzerland, Holland, Belgium, Spain, Sweden, Norway, Italy, Australia, New Zealand or Japan.

(c) If Purchaser commences prosecution or other legal action to resolve any Claims that arise or occur in any other country of the Territory (other than those specified in paragraph 10(b)), Purchaser shall first secure Seller's prior written approval to incur costs and expenses. If Seller consents, then Purchaser and Seller shall equally share all costs and expenses of the prosecution or other legal action as well as any recovery or any loss or liability. If Seller does not approve, then Purchaser shall bear all cost, expense, loss or liability and shall have the right to retain one hundred percent of the amount recovered. Purchaser shall notify Seller of Purchaser's intent to commence prosecution or other legal action and Seller shall have a period of ten (10) days after receipt of Purchaser's notice to notify Purchaser of Seller's approval or disapproval. If Purchaser does not receive Seller's notice of approval within the ten (10) day period, Seller is deemed to have disapproved Purchaser's intended prosecution or other legal action. For the avoidance of doubt, the indemnity set forth in paragraph 10(a) shall apply with full force and effect in all the countries of the Territory specified in this paragraph 10(c) if Purchaser must defend against any Claim.

(d) Purchaser shall deliver to Seller copies of material pleadings and correspondence pertaining to any Claim for Seller's information and files, subject to any requirements of confidentiality imposed by a court or by mutual agreement between the parties to any litigation or other action.

11. Survival of Seller's Indemnity. Seller shall remain liable for Seller's indemnity obligations hereunder and for any other obligations on its part to be performed hereunder, notwithstanding any assignment, delegation or conveyance by either party of any of its respective rights hereunder.

12. Seller's Covenants. Seller hereby covenants and agrees that after the commencement of negotiations relating to this transaction and at all times prior to the Closing:

(a) Seller's business has been conducted only in the ordinary course of business and there has been no material adverse change in Seller's business or the condition of the Assets.

(b) No contracts or commitments have been entered into by or on behalf of Seller which would affect any of the existing contracts or commitments relating to the Assets.

(c) None of the copyrights, rights, licenses, privileges or properties which are being conveyed or granted herein have been conveyed, mortgaged, pledged, hypothecated or granted to any other party or otherwise encumbered nor has any option or right of first refusal with respect thereto been granted nor any agreement to do so in the future has been entered into.

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(d). Seller has performed or will perform all obligations under all Material Agreements, Acquisition Agreements and other existing agreements, contracts and commitments relating to the Assets.

13. Seller's Post-Closing Covenants. After the Closing Seller agrees to co-operate with Purchaser to obtain information necessary or desirable for the proper administration of the Composition, obtain information necessary or desirable to respond to or defend against any Claims including the Claims set forth on Exhibit F or any new Claims or to prosecute Claims including the Claims set forth on Exhibit F against third parties and otherwise co-operate with and assist Purchaser to effect the intent of this agreement.

14. Assignment. Purchaser shall have the free, clear, unrestricted and unlimited right as provided by law to sell, assign, license, use, transfer or otherwise exploit, dispose or deal in any and all of the rights, licenses, privileges or properties herein conveyed and granted. Nothing contained in this agreement shall be construed to be or shall operate in derogation of or be prejudicial to any rights, licenses, privileges or properties which Purchaser now or at any time hereafter may enjoy or be entitled to as a member of the public, even if this agreement were not in existence.

15. Attorney-in-Fact. Seller hereby irrevocably appoints Purchaser as Seller's true and lawful attorney-in-fact (with full power of substitution and delegation), in Seller's name or, at Purchaser's option, in Purchaser's name, and for Purchaser's benefit, for the following purposes:

(a) To execute, acknowledge, deliver, file, register and record any and all documents which Purchaser shall deem to be necessary or desirable to transfer or confirm the present or future transfer of the original, renewal, extension, continuation, restoration or reversionary term of copyright in the Composition to Purchaser, whether vested, contingent or inchoate, and whether now in existence or hereafter coming into existence as the result of future legislation or future interpretation of legislation, and to renew, extend, continue, restore and/or revert such copyright and to assign the renewed, extended, continued, restored or reverted copyright to Purchaser.

(b) To enforce and protect all of the rights, licenses and privileges in the Assets herein conveyed and granted to Purchaser.

(c) To prevent the infringement of the copyrights assigned and conveyed hereunder.

(d) To protect the title or titles of the Composition.

(e) On and after the Effective Date, to exercise any and all Rights of Administration and Income Ownership and Collection Rights.

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(f) To collect and receive all damages arising from any infringement of any of the rights, licenses, privileges and properties herein conveyed and granted to Purchaser and to join Seller, if required by applicable law, as a party plaintiff or defendant in any such action. Purchaser shall retain any sums so recovered solely for its own benefit, subject only to the relevant Acquisition Agreements involved, if any. Seller agrees to do whatever may be reasonably necessary to assist Purchaser in connection with any claim, action or litigation threatened or instituted by or against Purchaser relating to any rights, licenses, privileges or properties herein conveyed and granted. If Purchaser institutes any litigation in Seller's names, Purchaser shall notify Seller of such litigation and Seller may join in any such action with counsel of its choice, provided that Purchaser shall control the defense or prosecution of any such action at all times.

(g) Seller hereby ratifies all that said attorney shall lawfully do or cause to be done pursuant to the aforesaid power of attorney and hereby acknowledges that said power of attorney is coupled with an interest and is irrevocable.

16. General Provisions.

(a) Any notice which Purchaser shall desire to give to Seller hereunder shall be in writing and shall be addressed to Seller at the address set forth on page 1 hereof until Seller shall give Purchaser written notice of a new address. Any notice which Seller shall desire to give to Purchaser hereunder shall be in writing and shall be addressed to Purchaser at the address set forth on page 1 hereof until Purchaser shall give Seller written notice of a new address. All notices shall be served by registered or certified mail (return receipt requested), postage prepaid, addressed as aforesaid and shall be effective as of the date of mailing.

(b) The fact that Purchaser shall be furnished or shall have been furnished the various agreements, contracts, licenses, documents, certificates, statements and other instruments hereinabove referred to or that the same shall be made available or shall have been made available to Purchaser shall not constitute notice to Purchaser of any defect in the right of Seller to enter into this agreement or to execute any agreements or other instruments executed or to be executed pursuant hereto, or notice to Purchaser of any incapacity or inability of Seller to make any of the warranties, representations or covenants made by Seller herein or in the exhibits annexed hereto or in any statements, certificates or documents or other instruments submitted or to be submitted pursuant hereto or prevent Purchaser from enforcing its rights hereunder with respect to any of the foregoing. The fact that Purchaser shall have acquired or shall acquire any information (including information from an examination) which shall be contrary to any warranty, representation or covenant made by Seller as aforesaid shall not constitute notice to Purchaser of any defect in any such warranty, representation or covenant nor prevent Purchaser from enforcing its rights hereunder with respect thereto.

(c) No breach by Purchaser of the terms hereof shall be deemed material unless and until written notice of breach shall be served on Purchaser and Purchaser shall have failed to cure such breach within thirty (30) days after Purchaser's receipt of such notice, or if such breach cannot reasonably be cured by Purchaser within such thirty (30) day period, Purchaser shall have

windswept. lko purchas (6) 7.6.04

failed to commence to cure such breach within such thirty (30) day period and continue to so cure with reasonable diligence.

(d) Seller hereby waives the right to rescind this agreement as a result of Purchaser's breach, whether actual or threatened, of the material terms and conditions hereof and Seller acknowledges that it shall be limited to the recovery of money damages alone in any action to enforce the terms of this agreement.

(e) Seller agrees to keep confidential the financial terms of this agreement except that the material financial terms hereof may be disclosed on a confidential basis to Seller's employees and attorneys and may be disclosed in any discovery proceedings related to lawsuits filed against Seller.

(f) This agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound. The waiver by either party of any breach of agreement shall not be deemed to be a waiver of any subsequent breach, whether or not of a similar nature.

(g) This agreement sets forth the entire understanding of the parties hereto and supersedes any and all former negotiations, agreements, understandings or representations relating in any way to the subject matter hereof. No amendment, modification or waiver of any term or condition of this agreement shall be binding unless by an instrument in writing signed by the party to be charged. This agreement and all supplemental statements, certificates, documents or other instruments, and any modifications or amendments, shall be binding upon and inure to the benefit of the parties, and their heirs, legatees, executors, administrators, successors and assigns.

(h) This agreement shall be deemed to be made in the state of California and its validity, construction and effect shall be governed by the laws of the state of California applicable to agreements wholly performed therein. All disputes under this agreement shall be submitted exclusively to the state or federal courts located in Los Angeles, California, each party hereby agreeing to submit to the jurisdiction of said courts. Service of legal process upon Seller in any such action may be made by certified or registered mail, return receipt requested and shall be effective as of the day such process is actually received by Seller.

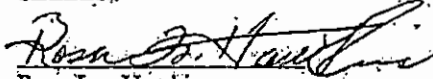
(i) This agreement shall not be binding upon either party until duly executed by and on behalf of Seller and by on behalf of Purchaser. This document may be executed in counterpart originals, a set of which bearing the signatures of all the parties, when taken together, shall constitute a single document.


Windswept, Iko purchase (6) 7.6.04

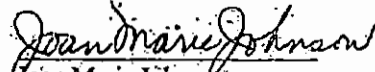
(j) The paragraph headings in this agreement are for purposes of convenience only and shall not be deemed to have any substantive effect on the interpretation of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

SELLER:

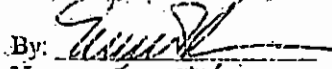
  
Rosa Lee Hawkins  
SS# 433-68-9227

  
Barbara Anne Hawkins  
SS# 436-66-5483

  
Joan Marie Johnson  
SS# 439-68-7316

PURCHASER:

Windswept Holdings, LLC  
d/b/a Songs of Windswept Pacific

By:   
Name: Eron Madsen  
Title: C.E.O  
Authorized signatory

Windswept, LLC purchase (6).7.6.04

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Michelle J. Correll (SBN 229488)</b> <b>SMITH CORRELL LLP</b> 11766 Wilshire Blvd., Suite 1670 Los Angeles, CA 90025 TELEPHONE NO.: (310) 504-3241 FAX NO.: (811) 730-5910 ATTORNEY FOR (Name): <b>Plaintiff Artists Rights Enforcement Corporation</b>		FOR COURT USE ONLY <b>FILED</b> Superior Court Of California County Of Los Angeles  JUL 25 2017 Executed by: <i>[Signature]</i> Deputy California Registrar				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk Courthouse</b>						
CASE NAME: <b>Artists Rights Enforcement Corp. v. Jerri Thomas Jones et al.</b>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <b>CIVIL CASE COVER SHEET</b>  <input checked="" type="checkbox"/> <b>Unlimited</b>            (Amount demanded exceeds \$25,000)         </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> <b>Limited</b>            (Amount demanded is \$25,000 or less)         </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <b>Complex Case Designation</b>  <input type="checkbox"/> <b>Counter</b>    <input type="checkbox"/> <b>Joinder</b>            Filed with first appearance by defendant.            (Cal. Rules of Court, rule 3.402)         </td> </tr> </table>			<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant. (Cal. Rules of Court, rule 3.402)	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)					
<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant. (Cal. Rules of Court, rule 3.402)						

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One (declaratory relief)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 25, 2017  
 Michelle J. Correll

*[Signature: Michelle J. Correll]*

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

**CIVIL CASE COVER SHEET**

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller  
Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Habeas (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



SHORT TITLE: Artists Rights Enforcement Corp. v. Jerri Thomas Jones et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Artists Rights Enforcement Corp. v. Jerri Thomas Jones et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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LASC Approved 03-04CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATIONLocal Rule 2.3  
Page 2 of 4

SHORT TITLE: Artists Rights Enforcement Corp. v. Jerri Thomas Jones et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C/Apply Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	<input checked="" type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

LACIV 109 (Rev 2/16)  
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION**

Local Rule 2.3  
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07/25/2017

SHORT TITLE: Artists Rights Enforcement Corp. v. Jerri Thomas Jones et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b>  7750 Sunset Blvd.
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90046	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: July 25, 2017

*Mukelle J. Conell*  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev 2/16)  
 LASC Approved 03-04

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