



IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

(333 West Broadway, Suite 420, San Diego, CA 92101)

Ronald Satish Emrit,)
Plaintiff (Pro Se))

v.)

YouTube, LLC,)
Google, Inc.,)
Sony BMG/ Sony)
Music and Entertainment,)
Warner Music Group, Inc.)
(WMG), Universal Music)
Group, Inc. (UMG),)
VEVO, LLC, &)
Blue2Digital,)
Defendants)

15CV2245 GPC JLB
C.A. No. _____

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COMPLAINT

COMES NOW, the plaintiff Ronald Satish Emrit, who is bringing forth this cause of action against all seven defendants looking to assess joint and several liability. Presumably, the defendants would seek contribution and indemnity from each other through the filing of cross-claims. Accordingly, the plaintiff is suing all seven of the defendants for a remedy at law amounting to \$325,000,000 (three hundred and twenty-five million dollars). In bringing forth this cause of action, the plaintiff states, avers, and alleges the following:

I.) NATURE OF THE CASE

- 1.) The plaintiff is suing the defendants for having committed the following tortious acts: negligence, conversion, intentional infliction of emotional distress (IIED), civil fraud/material misrepresentation, tortious interference with business relations/contracts, and products liability (e.g. a design defect or manufacturing defect).
- 2.) The plaintiff is also suing the defendants for having committed a material breach of contract.
- 3.) Furthermore, the plaintiff is suing the defendants for having violated the following “black-letter law” provisions of federal copyright law: Digital Millennium Copyright Act (DMCA), Sonny Bono Copyright Term Extension Act (CTEA), Audio Home Recording Act (AHRA), and Online Copyright Infringement Limitation and Liability Act (OCILLA).
- 4.) The plaintiff is trying to hold Universal Music Group (UMG), Sony BMG/Sony Music and Entertainment, and Warner Music Group, Inc. (WMG) vicariously liable based on the doctrine of respondeat superior given that Vevo, LLC is a joint venture and/or subsidiary of the major record labels.
- 5.) Accordingly, agents working for Vevo, LLC (such as Katelyn Cano and Armand Adams) have the apparent, actual, express, and implied authority to bind all of the major record labels into contractual obligations in addition to Vevo, LLC.

II.) PARTIES TO THIS LITIGATION

- 6.) The plaintiff is an indigent, disabled, and unemployed citizen/resident of the state of Nevada. His mailing address is 4529 Townwall Street, Las Vegas, NV 89115. His telephone number is (702)816-2863 and his cell phone number is (702)831-7255. The plaintiff's email address is einsteinrockstar2@outlook.com.
- 7.) The first defendant is “doing business as” (d/b/a) Google, Inc.. Its nerve center and/or principal place of business (ppb) is located at 1600 Amphitheatre Pkwy. Mountain View, CA, 94043. Its telephone number is (650) 253-0000.

8.) The second defendant is “doing business as” (d/b/a) YouTube, LLC. Its nerve center and/or principal place of business is located at the following address: 901 Cherry Ave., San Bruno, CA 94066. Its email address is listed as press@youtube.com, and its fax number is listed as 1 650-253-0001. The telephone number to contact YouTube is 650-253-0000.

8.) The third defendant is “doing business as” (d/b/a) Vevo, LLC. Its nerve center and/or principal place of business (ppb) is located at the following address: 825 8th Avenue 23rd Floor, New York, NY 10019. Its telephone number is 212-331-1357 and its fax number is 212-331-2298. The president and CEO of Vevo, LLC is Mr. Erik Adrianus Hubertus Huggers. The Chief Financial Officer (CFO) for Vevo, LLC is Mr. Alan Price. The international senior vice president is Nic Jones, and the Chief Product Officer is Mr. David Rice.

9.) The fourth defendant is “doing business as” (d/b/a) Sony BMG and/or Sony Music and Entertainment. Apparently, the Federal Trade Commission (FTC) approved of a merger between Sony and BMG as not being violative of the federal antitrust laws. The nerve center and/or principal place of business (ppb) for Sony BMG/Sony Music and Entertainment has the following address: 9830 Wilshire Blvd, Beverly Hills, CA 90212. Its telephone number is listed as (310) 2722555. Its fax number is listed as (310) 272-2570.

10.) The fifth defendant is “doing business as” (d/b/a) the Universal Music Group, Inc. (UMG). Its nerve center and/or principal place of business (ppb) is listed as the following: 2220 Colorado Ave, Santa Monica, CA 90404. Its telephone number is listed as (310) 8654500. Its email address is listed as info@umusic.com.

11.) The sixth defendant is “doing business as” (d/b/a) Warner Music Group, Inc. (WMG). Its nerve center and/or principal place of business (ppb) has the following address: 3400 W Olive Ave, Burbank, CA 91505. Its telephone number is listed as (818) 9532600.

12.) The seventh defendant is “doing business as” (d/b/a/) Blue2Digital; it is a digital distribution company which appears to have the following address as its principal place of business (ppb) and/or “nerve center:” Avian House, 87 Brook St, Dundee, Angus DD5 1DJ, United Kingdom. Its telephone number is listed as +44 1382 223111 (in Great Britain).

III.) JURISDICTION AND VENUE

13.) According to Federal Rules of Civil Procedure 8(a)(1), Plaintiff is required to provide "a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;"

14.) Because the court does not already have personal or subject matter jurisdiction over this issue, it is necessary to engage in a brief discussion of the court's jurisdiction so that the defendants can not move to dismiss this case based on procedural grounds involving a lack of proper jurisdiction.

15.) Pursuant to 28 U.S.C.A. Section 1332, the U.S. District Court for the Southern District of California (as an Article III court) has jurisdiction over this matter because there is complete diversity of jurisdiction between the Plaintiff and the seven defendants.

16.) As an Article III court, the U.S. District Court for the Southern District of California also has subject matter jurisdiction over the present case at bar because this proceeding involves a discussion of the following “black-letter law” provisions of federal law: Sonny Bono Copyright Term Extension Act (CTEA), Audio Home Recording Act, Digital Millennium Copyright Act (DMCA), and the Online Copyright Infringement Liability Limitation Act (OCILLA).

17.) Venue in this jurisdiction is also proper pursuant to 28 U.S.C.A. Sections 1391 and 1400.

18.) Because the amount in controversy exceeds \$75,000 (i.e. \$325,000,000 is greater than \$75,000), this court also has jurisdiction with regards to that particular issue.

IV.) STATEMENT OF FACTS

19.) The plaintiff used a company called Blue2Digital (i.e. the fourth defendant) to have his music videos distributed onto the Vevo platform used by major record labels and their artists; the plaintiff paid approximately \$30.00 to have his music videos distributed.

20.) In total, the plaintiff had eight music videos commercially released onto the popular Vevo platform. Those music videos were “High Definition” or “Standard Definition” (SD) videos for the following songs: “Three-Car Garage,” “There She Goes Again,” “Lookin’ for My Dimepiece,” “Brenda (Having My Baby),” “Lady Brazil,” and “La Reina Cubana.”

21.) Two of the commercially-released music videos were of live performances at the Sony Building in South Beach of Miami, FL aired live on or around August of 2009.

22.) The live performances were “aired” on Krib.tv in conjunction with “Miami VibeZ.” The video hosts were Golden Child and Matari of Pure Gold Entertainment, and the music videos were filmed and edited by Abdul of ThaLot.com.

23.) The plaintiff had been invited to the set of “Miami VibeZ” by Sherry Carey of Pure Gold Entertainment.

24.) The models for the live music vide performance were provided by Explore Talent, Craigslist, and Cheryl Steele of The Junkyard in Hollywood, FL.

25.) The live performances were of the plaintiff’s songs “La Reina Cubana” and “All the Fine Ladies.”

26.) The music video for “Brenda (Having My Baby)” was filmed and edited by Tee Platinum of Platinum Plus Productions in Atlanta, GA. This particular music video was filmed at Columbia Mall in Columbia, MD and the model featured was Deena Minnoia of Tampa, FL (booked via Model Mayhem/Craigslist).

27.) The music video for ‘Lookin’ for My Dimepiece” was also filmed and edited by Tee Platinum of Platinum Plus Productions based in Atlanta, GA. This particular music video was filmed in Bowie, MD and Owings Mills, MD, and the models were Ashley Boxley (of A Taste of Honey Media Group in Charlottesville, VA), Suni Degeneste (of Washington, D.C.), and an artist whose stage name is Piink (of Baltimore, MD).

28.) The music video for “La Reina Cubana” was filmed by Paul Gillingwater of New York, NY and edited by his business partner Luis Ruiz also of New York, NY. The music video was filmed at the Gansevoort Hotel in the meat-packing district of Manhattan, NY. The models were Nicole Rocio Leal-Mendez of Las Vegas, NV and Bianca “Vesani” Ayuso of Carolina, Puerto Rico.

29.) The music video for “Lady Brazil” was filmed and edited by Santiago Semino of Quincy, MA. The model for the music video was provided by Pamela Masucci of The Beauty Within Models of Westerly, RI.

30.) The music video for “Three-Car Garage” was filmed and edited by Indrayudh Shome of Providence, RI (an alumnus of Brown University). The models were provided by Pamela Masucci of The Beauty Within Models and Cathy King of Safari Models of Providence, RI.

31.) The music video for “There She Goes Again” was also filmed and edited by Indrayudh “Indy” Shome of Providence, RI. The models for this music video were Kelly Sabatino and Audrey Demick of Providence, RI.

32.) Recently, all eight of the plaintiff’s music videos were removed from Vevo and YouTube/Vevo with an explanation from Katelyn Cano at Vevo that Vevo no longer carries the library of material provided by Blue2Digital notwithstanding the fact that the plaintiff paid money to have his eight music videos distributed to Vevo through Blue2Digital.

33.) The plaintiff would like to hold Sony BMG, Universal Music Group, Inc. (UMG), Warner Music Group, Inc. (WMG) vicariously liable through the doctrine

of respondeat superior since Vevo appears to be a subsidiary of the major record labels including but not limited to Sony BMG, WMG, and UMG. Accordingly, Google and YouTube should be held liable because they are in “privity of contract” with Vevo, LLC and Blue2Digital (in addition to the other three record label defendants).

V.) COUNT ONE: NEGLIGENCE

34.) In order to prove a prima facie case for negligence, the following elements must be proved:

- i.) A duty on the part of the defendant to conform to a specific standard of conduct for protection of the plaintiff against an unreasonable risk of injury;
- ii.) A breach of that duty by the defendant;
- iii.) The breach is the actual and proximate cause of the plaintiff’s injury; and
- iv.) Damage

35.) The plaintiff argues that all seven of the defendants committed negligence because they had a duty of care and duty of loyalty to safeguard the plaintiff’s intellectual property in the form of the eight music videos which had been commercially-released by the plaintiff and distributed to the Vevo website.

36.) The plaintiff argues that all seven of the defendants breached their duty of care and loyalty by removing all eight of the plaintiff’s music videos from the Vevo website.

VI.) COUNT TWO: CONVERSION

37.) In order to prove a prima facie case for conversion, the following elements must be established:

- i.) An act by the defendant that interferes with the plaintiff’s right of possession in a chattel;
- ii.) The interference is so serious that it warrants requiring the defendant to pay the chattel’s full value;
- iii.) Intent; and

iv.) Causation

38.) The plaintiff claims that all seven of the defendants have committed conversion by removing the plaintiff's music videos from the Vevo platform without paying the plaintiff any royalties for his music videos being streamed and/or broadcasted on Vevo

39.) Royalties are supposed to be distributed by ASCAP and Sound Exchange in the form of mechanical and performance royalties.

**VII.) COUNT THREE: INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS (IIED)**

40.) In order to prove a prima facie case for intentional infliction of emotional distress (IIED), the following elements must be proved:

- i.) An act by the defendant amounting to extreme and outrageous conduct;
- ii.) Intent or recklessness;
- iii.) Causation; and
- iv.) Damages- severe emotional distress

41.) The plaintiff claims that all seven of the defendants have committed the intentional infliction of emotional distress (IIED) because it is and was extreme, outrageous, and egregious for them to remove eight commercially-released music videos copyrighted by the plaintiff.

**VIII.) COUNT FOUR: CIVIL FRAUD/MATERIAL
MISREPRESENTATION**

42.) In order to prove a prima facie case for civil fraud/material misrepresentation, the following elements must be proved:

- i.) Misrepresentation of a material fact (no duty to disclose and opinion not actionable unless rendered by someone with superior skill in the area). Silence is generally not enough; one must make affirmative misrepresentations;
- ii.) Scierter, i.e., when the defendant made the statement, he or she knew or believed it was false or that there was no basis for the statement;

- iii.) Intent to induce the plaintiff to act or refrain from acting in reliance upon the misrepresentation;
- iv.) Causation (actual reliance);
- v.) Justifiable reliance (generally, reliance is justifiable only as to a statement of fact, not opinion); and
- vi.) Damages (plaintiff must suffer actual pecuniary loss)

43.) The plaintiff argues that all seven of the defendants committed civil fraud and/or material misrepresentation by accepting money from the plaintiff and subsequently removing all eight of the plaintiff's commercially-released music videos distributed onto the Vevo platform.

IX.) COUNT FIVE: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS/CONTRACTS

44.) In order to prove a prima facie case for the tortious interference with business relations/contracts, the following elements must be proved:

- i.) Existence of a valid contractual relationship between the plaintiff and a third party or valid business expectancy of the plaintiff;
- ii.) Defendant's knowledge of the relationship or expectancy;
- iii.) Intentional interference by the defendant inducing a breach or termination of the relationship or expectancy; and
- iv.) Damages

45.) The plaintiff argues that all seven of the defendants committed the tortious interference with business relations/contracts by removing all eight of the plaintiff's commercially-released music videos which would thereby prevent the plaintiff from being able to secure a commercial recording contract from any of the major record labels in the form of a "360 deal" with a cross-collateralization clause, controlled composition clause, and Minimum Delivery and Release Commitment (MDRC).

X.) COUNT SIX: PRODUCTS LIABILITY (DESIGN DEFECT/MANUFACTURING DEFECT)

46.) In order to prove a prima facie case for products liability based on strict tort liability, the following elements must be established:

- i.) A strict duty owed by a commercial supplier of a product;
- ii.) Breach of that duty
- iii.) Actual and proximate cause; and
- iv.) Damage

47.) The plaintiff argues that all seven defendants committed a design defect and/or manufacturing defect by removing all eight of the plaintiff's commercially-released music videos from the Vevo platform; a music video that originally was broadcasted and/or streamed on Vevo and which is no longer available is defective by nature because it no longer exists.

XI.) COUNT SEVEN: MATERIAL BREACH OF CONTRACT

48.) A breach of contract is material if, as a result of the breach, the nonbreaching party does not receive the substantial benefit of his or her bargain. If the breach is material, the nonbreaching party (i) may treat the contract as at an end (any duty of counter-performance is discharged), and (ii.) has an immediate right to all remedies for breach of the entire contract, including total damages (Note that a minor breach, if coupled with anticipatory repudiation, is treated as a material breach).

49.) In determining whether a breach is material or minor, the courts look at the following factors:

- i.) The amount of benefit received by the nonbreaching party;
- ii.) The adequacy of compensation for damages to the injured party;
- iii.) The extent of part performance by the breaching party;
- iv.) Hardship to the breaching party;
- v.) Negligent or willful behavior of the breaching party; and
- vi.) The likelihood that the breaching party will perform the remainder of the contract.

50.) The plaintiff asserts that all seven of the defendants committed a material breach of contract by accepting a payment from the plaintiff and subsequently removing his eight commercially-released music videos from the Vevo platform.

XII.) COUNT EIGHT: VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

51.) The plaintiff argues that all seven of the defendants violated the Digital Millennium Copyright Act (DMCA) by removing all eight of the plaintiff's commercially-released music videos from the Vevo platform.

XIII.) COUNT NINE: VIOLATION OF THE SONNY BONO COPYRIGHT TERM EXTENSION ACT (CTEA)

52.) The plaintiff argues that all seven of the defendants have violated the Sonny Bono Copyright Term Extension Act (CTEA) by removing all eight of the plaintiff's commercially-released music videos from the Vevo platform.

XIV.) COUNT TEN: VIOLATION OF THE AUDIO HOME RECORDING ACT (AHRA)

53.) The plaintiff argues that all seven of the defendants have violated the Audio Home Recording Act (AHRA) by removing all eight of the plaintiff's commercially-released music videos from the online Vevo platform.

XV.) COUNT ELEVEN: VIOLATION OF THE ONLINE COPYRIGHT INFRINGEMENT LIMITATION AND LIABILITY ACT (OCILLA)

54.) The plaintiff argues that all seven of the defendants have violated the Online Copyright Infringement Limitation and Liability Act (OCILLA) by removing all eight of the plaintiff's commercially-released music videos from the online Vevo platform.

XVI.) PRAYER FOR RELIEF

WHEREFORE, the plaintiff is requesting a remedy at law in the form of a judgment in the amount of \$325,000,000 (three hundred and twenty-five million dollars). This remedy at law would be appropriate considering the fact that all seven of the

defendants have committed a material breach of contract in addition to the following torts: conversion, negligence, intentional infliction of emotional distress (IIED), civil fraud/material misrepresentation, the tortious interference with business relations/contracts, and products liability (e.g. design defect or manufacturing defect.). Moreover, all seven of the defendants have committed a violation of the following “black-letter law” provisions of federal copyright law: Digital Millennium Copyright Act (DMCA), Sonny Bono Copyright Term Extension Act (CTEA), Audio Home Recording Act (AHRA), and Online Copyright Infringement Limitation and Liability Act (OCILLA). In asserting this “prayer for relief,” the plaintiff states, avers, and alleges the following:

A.) The remedy at law in the form of a judgment in the amount of \$325,000,000 would be appropriately considered to be expectation, reliance, restitution, incidental, and consequential damages for the defendants’ material breach of contract.

B.) The remedy at law in the form of a judgment in the amount of \$325,000,000 would also be appropriately considered to be punitive, compensatory, treble, actual, presumed, and special damages for the defendants’ commission of the aforementioned tortious acts in addition to a violation of the following “black-letter law” provisions of federal copyright law: Digital Millennium Copyright Act (DMCA), Sonny Bono Copyright Term Extension Act (CTEA), Audio Home Recording Act (AHRA), and Online Copyright Infringement Limitation and Liability Act (OCILLA).

B.) The plaintiff is also requesting the equitable remedy of an injunction or specific performance mandating that the plaintiff Ronald Emrit be offered a commercial recording contract by either UMG, Sony BMG, or WMG in the form of a “360 deal” with an accompanying controlled composition clause, cross-collateralization clause, and a Minimum Delivery and Release Commitment (MDRC).

C.) While punitive damages are not allowed pursuant to the common law of contracts or the Restatement (Second) of Contracts, liquidated damages may be

applicable according to Ronald Emrit's initial contract with Blue2Digital and Vevo, LLC with there being a delegation of duties to the employees at Vevo, LLC.

D.) A discussion of quantum meruit and unjust enrichment may also be applicable. Presumably, Ronald Emrit's contracts with Blue2Digital and Vevo, LLC are not caveat emptor or "buyer beware."

Respectfully submitted,

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