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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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10 ROLAN SEYMOUR FELD

11
12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA
14 WESTERN DIVISION

15 ROLAN SEYMOUR FELD, an
16 individual,

16 Plaintiff,

17 v.

18 WESTMINSTER MUSIC LIMITED, a
19 United Kingdom limited company;
20 ESSEX MUSIC INTERNATIONAL,
21 INC., a New York corporation; and
22 DOES 1 through 100,

22 Defendants.

Case No. **CV13-04946** - FMO (FFM)

COMPLAINT FOR:

- (1) DIRECT COPYRIGHT INFRINGEMENT;
- (2) CONTRIBUTORY COPYRIGHT INFRINGEMENT;
- (3) VICARIOUS COPYRIGHT INFRINGEMENT;
- (4) DECLARATORY AND INJUNCTIVE RELIEF;
- (5) CONVERSION;
- (6) IMPOSITION OF A CONSTRUCTIVE TRUST; and
- (7) AN ACCOUNTING

DEMAND FOR TRIAL BY JURY

1 Plaintiff ROLAN SEYMOUR FELD ("Plaintiff") alleges against Defendants
2 WESTMINSTER MUSIC LIMITED, ESSEX MUSIC INTERNATIONAL, INC.
3 and Does 1-100 (collectively, "Defendants"), as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for the willful infringement by Defendants of the
6 copyrights in musical compositions exclusively owned and controlled by Plaintiff,
7 for declaratory relief to quiet title to Plaintiff's ownership rights to such copyrights,
8 for injunctive relief against the Defendants from continuing their infringing
9 activities with respect to such copyrights, for conversion of Plaintiff's income from
10 derivative works of such copyrights, for the imposition of a constructive trust
11 against Defendants and for an accounting.

12 **JURISDICTION AND VENUE**

13 2. The Court has subject matter jurisdiction over the claims asserted in this
14 action pursuant to 28 U.S.C. §§ 1331, 1332 and 1338 as such arise under the
15 copyright laws of the United States, 17 U.S.C. § 101, *et seq.*

16 3. Venue of this action is proper in this District pursuant to 28 U.S.C. §§
17 1391(b) and 1400(a) as a substantial part of the events giving rise to the claim
18 occurred in this District.

19 **THE PARTIES**

20 4. Plaintiff is an individual who is a citizen and resident of the State of
21 California, County of Los Angeles.

22 5. Upon information and belief, Defendant WESTMINSTER MUSIC
23 LIMITED ("Westminster") is a United Kingdom private company that has its
24 principal place of business in London, England.

25 6. Upon information and belief, Defendant ESSEX MUSIC
26 INTERNATIONAL, INC. ("Essex") is a New York corporation that has its
27 principal place of business in New York, New York, and is Westminster's agent in
28 the United States.

1 7. The true names and capacities of the Defendants named herein as Does 1
2 through 100, inclusive, are unknown to Plaintiff who therefore sues said Defendants
3 by such fictitious names. Plaintiff will amend this Complaint to allege their true
4 names and capacities when such have been ascertained. Upon information and
5 belief, each of the fictitiously named Defendants herein is responsible in some
6 manner for the occurrences herein alleged, and Plaintiff's injuries as herein alleged
7 were proximately caused by such Defendants' acts or omissions.

8 8. Plaintiff is informed and believes, and on that basis alleges, that at all
9 times herein mentioned, Does 1-100 were the co-conspirators, licensees, retail
10 distributors, agents and/or employees of Defendants in committing copyright
11 infringement, breach of fiduciary duties and conversion as alleged below. In
12 committing the acts described below, Defendants and each Doe Defendant was
13 acting within the course and scope of such conspiracy, license, retail distribution,
14 agency and/or employment, and with the knowledge, consent and ratification of
15 each of the other Defendants.

16 **FACTS COMMON TO ALL CLAIMS**

17 9. Plaintiff is the only offspring of Marc Feld a/k/a Marc Bolan ("Marc
18 Bolan"). (A true and correct copy of Plaintiff's birth certificate is attached hereto as
19 Exhibit A and incorporated herein by reference).

20 10. Marc Bolan was an English singer-songwriter, guitarist and poet, best
21 known as the frontman of the rock group professionally known as "T.Rex." Marc
22 Bolan died on September 16, 1977. (A true and correct copy of Marc Bolan's death
23 certificate is attached hereto as Exhibit B and incorporated herein by reference).

24 11. On October 28, 1968, Marc Bolan entered into an agreement with
25 Westminster (the "Publishing Agreement"). (A true and correct copy of the
26 Publishing Agreement is attached hereto as Exhibit C and incorporated herein by
27 reference). Plaintiff is informed and believes and on that basis alleges that
28 Westminster changed its name from Essex Music International Limited in 1981.

1 12. Pursuant to the Publishing Agreement, Marc Bolan transferred to
2 Westminster the copyright and all other rights throughout the world in and to
3 musical compositions previously written by Marc Bolan or written by Marc Bolan
4 during the term of the Publishing Agreement (excluding, as per the Addendum to
5 the Publishing Agreement, certain musical compositions to be assigned to Lupus
6 Music Limited) (the "Publishing Agreement Compositions").

7 13. The initial term of the Publishing Agreement was for one (1) year,
8 commencing on October 28, 1968. Pursuant to the terms of the Publishing
9 Agreement, Westminster had two (2) options (the "First Option" and "Second
10 Option"), each to extend the term of the Publishing Agreement for one (1) additional
11 year.

12 14. Plaintiff is informed and believes, and on that basis alleges, that
13 Westminster never timely provided Marc Bolan written notice of Westminster's
14 election to extend the term of the Publishing Agreement for either the First Option
15 or the Second Option. Accordingly, the list of all of the Publishing Agreement
16 Compositions are specified on the attached Exhibit D, a copy of which is attached
17 hereto and incorporated herein.

18 15. Notwithstanding the fact that the Publishing Agreement Compositions
19 represent all of the musical compositions subject to the Publishing Agreement,
20 Defendants additionally claim that the musical compositions specified on the
21 attached Exhibit E (a copy of which is attached hereto and incorporated herein) are
22 also subject to the Publishing Agreement and have asserted copyright ownership and
23 exclusive administration rights therein (the "Claimed Publishing Agreement
24 Compositions"). The Publishing Agreement Compositions and the Claimed
25 Publishing Agreement Compositions are individually and collectively referred to as
26 the "Compositions."

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28 ///

1 16. Regardless of the expiration date of the Publishing Agreement, all of the
2 Compositions were written and first published prior to January 1, 1978.

3 17. The copyright in works subject to copyright (including musical works)
4 written prior to January 1, 1978 are subject to the terms of 17 U.S.C. § 304(a),
5 which provide that the term of copyright for such works is divided into an initial
6 term of twenty eight (28) years and a renewed and extended term of a further sixty-
7 seven (67) years. A grant by an author of the renewed and extended term is,
8 however, a contingent interest, and a party receiving such interest has an expectancy
9 interest only, under the holding of *Stewart v. Abend*, 495 U.S. 207, 219-220 (1990).
10 If the author of such work dies prior to the vesting of the renewed and extended
11 term, then such renewed and extended term of copyright for such work vests
12 automatically as a matter of law in the statutory heirs of such author, free and clear
13 of all claims founded upon an assignment made by the author during his/his lifetime,
14 under the holding of *Stewart v. Abend*, *supra* and *Miller Music Corp. v. Charles N.*
15 *Daniels, Inc.*, 362 U.S. 373, 375, 378 (1960).

16 18. Marc Bolan died prior to the expiration of the initial term of copyright in
17 each of the Compositions.

18 19. The renewed and extended term of copyright in each of the
19 Compositions vested automatically in Plaintiff, as the sole child and heir of Marc
20 Bolan, immediately upon the expiration of the initial term of copyright. 17 U.S.C. §
21 304(a)(1)(C)(ii).

22 20. Plaintiff may register with the Copyright Office Plaintiff's claim to the
23 renewed and extended term of copyright in and to each of the Compositions *at any*
24 *time* during the renewed and extended term. 17 U.S.C. § 304(a)(3)(A)(ii). In fact,
25 the renewal in the heir is automatic, and formal registration is not required. 17
26 U.S.C. § 304(a)(2)(B).

27 21. Notwithstanding the death of Marc Bolan prior to the vesting of the
28 renewed and extended term and Defendants' knowledge thereof, Defendants

1 continued to claim ownership of and administer the Compositions in the United
2 States after the expiration of the initial term of copyright in and to each of the
3 Compositions.

4 22. Defendants knew or should have known that their rights in the United
5 States to each of the Compositions expired at the end of the applicable initial term of
6 copyright as a result of Marc Bolan's death as aforesaid.

7 23. Defendants knew or should have known that Plaintiff was the rightful
8 owner of the United States renewed and extended term of the copyright in and to
9 each of the Compositions.

10 24. Despite knowing that such rights had expired and that Plaintiff was the
11 rightful owner thereof, Defendants willfully continued to assert ownership of the
12 Compositions in the United States, and to reproduce, distribute, perform, license and
13 otherwise exploit the Compositions and collect monies earned from the
14 reproduction, distribution, performance, license and other exploitation of the
15 Compositions. Such infringing uses include, without limitation, the reproduction,
16 distribution and performance over the Internet of the Compositions (e.g.,
17 Defendants' Myspace web page provides a free full length interactive stream of the
18 Composition entitled "Bang A Gong Get It On" at
19 [https://myspace.com/troessexmusic/music/song/bang-a-gong-get-it-on-11846193-](https://myspace.com/troessexmusic/music/song/bang-a-gong-get-it-on-11846193-11647377)
20 [11647377](https://myspace.com/troessexmusic/music/song/bang-a-gong-get-it-on-11846193-11647377).

21 25. In an attempt to cover up their conduct and mislead the public as to the
22 true owner and administrator of the United States copyright in and to each of the
23 Compositions, Defendants falsely registered with the Copyright Office a claim to
24 the renewed and extended term of copyright for each of the Compositions. (A list of
25 the invalid renewed and extended copyright registrations of the Compositions is
26 attached hereto as Exhibit F and incorporated herein by reference).

27 26. On September 28, 2012, Plaintiff's attorney Helen Yu sent to
28 Defendants a letter, placing them on further notice that Plaintiff was the sole owner

1 and exclusive administrator of all of the Compositions in the United States, and
2 requesting: (a) written confirmation from Defendants that they have updated their
3 records accordingly, (b) that Defendants provide copies of all royalty statements
4 regarding the Compositions for the last five (5) years; and (c) written confirmation
5 from Defendants that they would timely forward to Plaintiff all monies payable after
6 the date of the letter with respect to the Compositions. (A true and correct copy of
7 Yu's September 28, 2012 letter is attached hereto as Exhibit G and incorporated
8 herein by reference).

9 27. Despite such further notice, Defendants continued to improperly claim
10 ownership, license the Compositions for reproduction, distribution, performance and
11 other exploitation, collect monies from the reproduction, distribution, performance
12 and other exploitation of the Compositions, and did not pay Plaintiff for such
13 reproductions, distributions, performances and other exploitations.

14 **FIRST CLAIM FOR RELIEF**

15 **(For Direct Copyright Infringement Against**

16 **Defendants Westminster, Essex and Does 1-50)**

17 28. Plaintiff hereby incorporates the allegations set forth above in
18 paragraphs 1 through 27 above, as though fully set forth herein.

19 29. Defendants' unauthorized reproduction, performance, distribution,
20 licensing or other exploitation of the Compositions, infringes Plaintiff's exclusive
21 rights of reproduction, performance, distribution or other exploitation in such works
22 under the Copyright Act, 17 U.S.C. § 101, *et seq.*

23 30. Each unauthorized reproduction, performance, distribution, licensing or
24 other exploitation of a Composition constitutes a separate and distinct act of
25 infringement.

26 31. Defendants' conduct has been and continues to be intentional, willful
27 and with full knowledge of Plaintiff's copyrights in the Compositions and the
28 infringement thereof.

1 32. The foregoing acts constitute direct infringement of Plaintiff's
2 Compositions.

3 33. Pursuant to 17 U.S.C. § 504(c), as a direct and proximate result of
4 Defendants' direct infringement of Plaintiff's copyrights, Plaintiff is entitled to
5 recover up to \$150,000 in statutory damages for each Composition infringed.
6 Alternatively, at Plaintiff's election, pursuant to 17 U.S.C. § 504(b), Plaintiff shall
7 be entitled to his actual damages, including Defendants' profits from infringement,
8 as will be proven at trial.

9 34. Plaintiff is also entitled to recover his attorney's fees and costs pursuant
10 to 17 U.S.C. § 505 and prejudgment interest according to law.

11 35. Defendants are causing, and unless enjoined by the Court, will continue
12 to cause, Plaintiff irreparable harm for which Plaintiff has no adequate remedy at
13 law. Plaintiff is entitled to an injunction under 17 U.S.C. § 502 prohibiting the
14 continued infringement of his Compositions and an order under 17 U.S.C. § 503
15 directing the impoundment, destruction or other reasonable disposition of all
16 infringing phonorecords and copies of such Compositions.

17 **SECOND CLAIM FOR RELIEF**

18 **(For Contributory Copyright Infringement Against**
19 **Defendants Westminster, Essex and Does 26-75)**

20 36. Plaintiff hereby incorporates the allegations set forth above in
21 paragraphs 1 through 27 above, as though fully set forth herein.

22 37. Through its conduct alleged herein, Defendants knowingly and
23 systematically induced, caused, materially contributed to and participated in the
24 infringing reproduction, performance, distribution or other exploitation of Plaintiff's
25 Compositions by its licensees.

26 38. Each unauthorized reproduction, performance, distribution or other
27 exploitation of a Composition constitutes a separate and distinct act of infringement.

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1 39. Defendants' conduct has been and continues to be intentional, willful
2 and with full knowledge of Plaintiff's copyrights in the Compositions and the
3 infringement thereof.

4 40. The foregoing acts constitute contributory infringement of Plaintiff's
5 Compositions.

6 41. Pursuant to 17 U.S.C. § 504(c), as a direct and proximate result of
7 Defendants' contributory infringement of Plaintiff's copyrights, Plaintiff is entitled
8 to recover up to \$150,000 in statutory damages for each Composition infringed.
9 Alternatively, at Plaintiff's election, pursuant to 17 U.S.C. § 504(b), Plaintiff shall
10 be entitled to his actual damages, including Defendants' profits from infringement,
11 as will be proven at trial.

12 42. Plaintiff is also entitled to recover his attorney's fees and costs pursuant
13 to 17 U.S.C. § 505 and prejudgment interest according to law.

14 43. Defendants are causing, and unless enjoined by the Court, will continue
15 to cause, Plaintiff irreparable harm for which Plaintiff has no adequate remedy at
16 law. Plaintiff is entitled to an injunction under 17 U.S.C. § 502 prohibiting the
17 continued infringement of his Compositions and an order under 17 U.S.C. § 503
18 directing the impoundment, destruction or other reasonable disposition of all
19 infringing phonorecords and copies of such Compositions.

20 **THIRD CLAIM FOR RELIEF**

21 **(For Vicarious Copyright Infringement Against**
22 **Defendants Westminster, Essex and Does 26-75)**

23 44. Plaintiff hereby incorporates the allegations set forth above in
24 paragraphs 1 through 27 above, as though fully set forth herein.

25 45. Through its conduct alleged herein, Defendants have had the right and
26 ability to control the infringing reproduction, performance, distribution or other
27 exploitation of Plaintiff's Compositions by its licensees.

28 ///

1 46. Defendants received and continue to receive a direct financial benefit
2 from the infringing reproduction, performance, distribution or other exploitation of
3 Plaintiff's Compositions by its licensees.

4 47. Each unauthorized reproduction, performance, distribution or other
5 exploitation of a Composition constitutes a separate and distinct act of infringement.

6 48. Defendants' conduct has been and continues to be intentional, willful
7 and with full knowledge of Plaintiff's copyrights in the Compositions and the
8 infringement thereof.

9 49. The foregoing acts constitute vicarious infringement of Plaintiff's
10 Compositions.

11 50. Pursuant to 17 U.S.C. § 504(c), as a direct and proximate result of
12 Defendants' vicarious infringement of Plaintiff's copyrights, Plaintiff is entitled to
13 recover up to \$150,000 in statutory damages for each Composition infringed.
14 Alternatively, at Plaintiff's election, pursuant to 17 U.S.C. § 504(b), Plaintiff shall
15 be entitled to his actual damages, including Defendants' profits from infringement,
16 as will be proven at trial.

17 51. Plaintiff is also entitled to recover his attorney's fees and costs pursuant
18 to 17 U.S.C. § 505 and prejudgment interest according to law.

19 52. Defendants are causing, and unless enjoined by the Court, will continue
20 to cause, Plaintiff irreparable harm for which Plaintiff has no adequate remedy at
21 law. Plaintiff is entitled to an injunction under 17 U.S.C. § 502 prohibiting the
22 continued infringement of his Compositions and an order under 17 U.S.C. § 503
23 directing the impoundment, destruction or other reasonable disposition of all
24 infringing phonorecords and copies of such Compositions.

25 **FOURTH CLAIM FOR RELIEF**

26 **(For Declaratory and Injunctive Relief against all Defendants)**

27 53. Plaintiff hereby incorporates the allegations set forth above in
28 paragraphs 1 through 27 above, as though fully set forth herein.

1 54. An actual controversy has arisen and now exists between Plaintiff and
2 the Defendants concerning their respective rights in and to the Compositions.

3 55. Plaintiff contends that he is the sole owner of the renewed and extended
4 term of copyright in the United States in and to each of the Compositions. Plaintiff
5 is informed and believes, and alleges thereon, that Defendants dispute such
6 contentions.

7 56. Plaintiff contends that during the renewed and extended term of
8 copyright, he is the sole and exclusive administrator of the Compositions in the
9 United States. Plaintiff is informed and believes, and thereon alleges, that
10 Defendants dispute such contentions.

11 57. Plaintiff contends that he has the sole and exclusive right to collect all
12 monies earned from the reproduction, performance, distribution, licensing or other
13 exploitation of the Compositions in the United States during the renewed and
14 extended term of copyright. Plaintiff is informed and believes, and thereon alleges,
15 that Defendants dispute such contentions.

16 58. Plaintiff further contends that he is entitled to collect all monies earned
17 in the United States from derivative works embodying the Compositions created
18 during the initial term of copyright pursuant to 17 U.S.C. 304(a)(4)(A). Without
19 limiting the generality of the foregoing, Plaintiff further contends that all derivative
20 works embodying the Claimed Publishing Agreement Compositions created during
21 the initial term of copyright infringe upon the copyrights therein because no rights
22 therein were ever transferred to Defendants. Plaintiff is informed and believes, and
23 thereon alleges, that Defendants dispute such contentions.

24 59. Plaintiff further contends that he is entitled to collect all monies earned
25 in the United States from derivative works embodying the Compositions created
26 during the renewed and extended term of copyright pursuant to 17 U.S.C.
27 304(a)(4)(A). Without limiting the generality of the foregoing, Plaintiff further
28 contends that all derivative works embodying the Compositions that were created

1 during the renewed and extended term of copyright infringe upon the copyrights
2 therein because no rights therein were ever transferred by Plaintiff to any other party
3 including, without limitation, the Defendants. Plaintiff is informed and believes,
4 and thereon alleges, that Defendants dispute such contentions.

5 60. Plaintiff desires a judicial determination of the rights of the parties in
6 accordance with his alleged contentions. A judicial determination is necessary and
7 appropriate at this time in order to ascertain the rights and duties of the parties to
8 one another and to resolve issues of ownership of the Compositions.

9 61. Defendants' conduct is causing, and unless enjoined and restrained by
10 this Court, will continue to cause great and irreparable injury to Plaintiff that cannot
11 fully be compensated or measured in money. Plaintiff has no adequate remedy at
12 law. Plaintiff is entitled to a temporary protective order and preliminary and
13 permanent injunctions, prohibiting Defendants and their agents, employees,
14 attorneys and all persons or entities acting in concert or participation with them
15 from: (a) denying that Plaintiff is the sole owner of the renewed and extended term
16 of copyright in the United States in and to each of the Compositions; (b) alleging
17 that Defendants have any right, title or interest in and to the Claimed Publishing
18 Agreement Compositions; (c) denying that Plaintiff is the sole and exclusive
19 administrator of the Compositions in the United States; and (d) denying that Plaintiff
20 has the sole and exclusive right to collect all monies earned by the Compositions in
21 the United States, including, without limitation, from any derivative work of the
22 Compositions created during the initial term of copyright or during the renewed and
23 extended term of copyright.

24 **FIFTH CLAIM FOR RELIEF**

25 **(Conversion Against Defendant Essex and Does 76-100)**

26 62. Plaintiff hereby incorporates the allegations set forth above in
27 paragraphs 1 through 27 above, as though fully set forth herein.

28 63. Plaintiff's property includes, without limitation, the right to collect all

1 income earned in the United States from any derivative work of the Compositions
2 created during the initial term of copyright (the "Initial Term Monies").

3 64. Defendants wrongfully converted this property when they continued to
4 collect the Initial Term Monies and not pay all of such monies to Plaintiff.

5 65. As a direct and proximate consequence thereof, Plaintiff has been
6 damaged in an amount that is not as yet fully ascertained but which Plaintiff
7 believes exceeds \$2,000,000, according to proof at trial.

8 66. Plaintiff is informed and believes, and based thereon alleges, that in
9 engaging in the conversion as described above, Defendants acted with oppression,
10 fraud and/or malice. The conduct of Defendants has been despicable and
11 undertaken intentionally and in conscious disregard of Plaintiff's rights.
12 Accordingly, Plaintiff is entitled to an award of punitive damages against
13 Defendants, and each of them, in an amount sufficient to punish and make an
14 example of them.

15 **SIXTH CLAIM FOR RELIEF**

16 **(Imposition of Constructive Trust Against Defendant Essex and Does 76-100)**

17 67. Plaintiff hereby incorporates the allegations set forth above in
18 paragraphs 1 through 27 above, as though fully set forth herein.

19 68. By virtue of Defendants' conversion of Plaintiff's assets as alleged
20 above, Defendants hold such assets, including the proceeds therefrom, in a
21 constructive trust for the benefit of Plaintiff.

22 69. Any transfer by Defendants of Plaintiff's assets will result in irreparable
23 injury to Plaintiff that would otherwise not be fully compensable in damages, and
24 Plaintiff is therefore entitled to a preliminary and permanent injunction prohibiting
25 same.

26 **SEVENTH CLAIM FOR RELIEF**

27 **(For an Accounting Against Defendant Essex and Does 76-100)**

28 70. Plaintiff hereby incorporates the allegations set forth above in

1 paragraphs 1 through 27 above, as though set forth in full herein.

2 71. Pursuant to Defendants' duties owing to Plaintiff, Defendants are
3 required to account properly to Plaintiff in connection with the Initial Term Monies
4 that Defendants have collected on Plaintiff's behalf from the inception of the
5 renewed and extended term of copyright in the Compositions.

6 72. Defendants are in charge of, and have control of, all information
7 necessary to determine the proper sum due Plaintiff as a result of the wrongful
8 collection of the Initial Term Monies.

9 73. Plaintiff has demanded that Defendants account for all of the Renewal
10 Term Monies and allow Plaintiff to inspect the books and records of Defendants, but
11 Defendants have failed and refused to comply. Accordingly, Plaintiff is entitled to
12 an accounting from Defendants.

13 **PRAYER**

14 WHEREFORE, Plaintiff prays for Judgment as follows:

15 On the First Claim For Direct Copyright Infringement against Defendants
16 Westminster, Essex and Does 1-50:

- 17 1. For an award of statutory damages in an amount of up to \$150,000 for each
18 Composition infringed according to proof at the time of trial;
- 19 2. Alternatively, at Plaintiff's election, for an award of Plaintiff's actual
20 damages, including Defendants' profit from infringement, as will be proven at
21 trial;
- 22 3. For an order imposing a constructive trust over those monies obtained by
23 Defendants as a result of their violation of the Copyright Act;
- 24 4. For a permanent injunction, prohibiting the continued infringement of
25 copyrighted musical works owned or controlled by Plaintiff; and
- 26 5. For Plaintiff's attorney's fees and costs.

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On the Second Claim For Contributory Infringement against all Defendants

Westminster, Essex and Does 26-75:

1. For an award of statutory damages in an amount of up to \$150,000 for each Composition infringed according to proof at the time of trial;
2. Alternatively, at Plaintiff's election, for an award of Plaintiff's actual damages, including Defendants' profit from infringement, as will be proven at trial;
3. For an order imposing a constructive trust over those monies obtained by Defendants as a result of their violation of the Copyright Act;
4. For a permanent injunction, prohibiting the continued infringement of copyrighted musical works owned or controlled by Plaintiff; and
5. For Plaintiff's attorney's fees and costs.

On the Third Claim For Vicarious Infringement against Defendants Westminster,

Essex and Does 26-75:

1. For an award of statutory damages in an amount of up to \$150,000 for each Composition infringed according to proof at the time of trial;
2. Alternatively, at Plaintiff's election, for an award of Plaintiff's actual damages, including Defendants' profit from infringement, as will be proven at trial;
3. For an order imposing a constructive trust over those monies obtained by Defendants as a result of their violation of the Copyright Act;
4. For a permanent injunction, prohibiting the continued infringement of copyrighted musical works owned or controlled by Plaintiff; and
5. For Plaintiff's attorney's fees and costs.

On the Fourth Claim For Declaratory and Injunctive Relief against all Defendants:

1. For a judicial declaration of the parties' rights relative to the Compositions as alleged by Plaintiff in Paragraphs 60 and 61;
2. For an Order preliminarily and permanently enjoining the Defendants, and

any of them, and any of their officers, agents, agents, employees, and all persons acting in concert with them, temporarily and preliminarily during the pendency of this action, and permanently thereafter from:

- a. Denying that Plaintiff is the sole owner of the renewed and extended term of copyright in the United States in and to each of the Compositions;
- b. Alleging that Defendants have any right, title or interest in and to the Claimed Publishing Agreement Compositions;
- c. Denying that Plaintiff is the sole and exclusive administrator of the Compositions in the United States; and
- d. Denying that Plaintiff has the sole and exclusive right to collect all monies earned by the Compositions in the United States, including, without limitation, from any derivative work of the Composition created during the initial term of copyright or during the renewed and extended term of copyright.

On The Fifth Claim For Conversion against Defendant Essex and Does 76-100:

1. For the imposition of a constructive trust over those monies (or an equivalent amount) obtained by Defendants as a result of their conversion;
2. For compensatory damages in excess of \$2,000,000, according to proof at trial; and
3. Punitive and exemplary damages according to proof trial.

On The Sixth Claim For Imposition of A Constructive Trust against Defendant Essex and Does 76-100:

1. For a declaration that Defendants hold Plaintiff's assets in constructive trust for the benefit of Plaintiff;
2. For the imposition of a constructive trust upon Defendants' assets; and
3. For a preliminary and permanent injunction enjoining the transfer of Defendants' assets.

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1 On The Seventh Claim For An Accounting against Defendant Essex and Does 76-
2 100:

- 3 1. For an accounting establishing the amount due to Plaintiff for the wrongful
4 collection of the Initial Term Monies from the commencement of the renewed
5 and extended term of copyright in the Compositions.

6 On All Claims For Relief:

- 7 1. For costs of suit incurred herein;
8 2. For prejudgment interest at the legal rate; and
9 3. For such other and further relief as the Court deems just and proper.

10
11 DATED: July 10, 2013

GRADSTEIN & MARZANO, P.C.
HENRY GRADSTEIN
MARYANN R. MARZANO
ROBERT E. ALLEN

14
15 By: 

Robert E. Allen, Of Counsel
Attorneys for Plaintiff
ROLAN SEYMOUR FELD

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff ROLAN SEYMOUR FELD demands a trial by jury of the claims
3 alleged in this Complaint.

4
5 DATED: July 10, 2013

GRADSTEIN & MARZANO, P.C.
HENRY GRADSTEIN
MARYANN R. MARZANO
ROBERT E. ALLEN

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8
9 By: 

Robert E. Allen, Of Counsel
Attorneys for Plaintiff
ROLAN SEYMOUR FELD

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GRADSTEIN & MARZANO, P.C.
6310 SAN VICENTE BLVD, SUITE 510
LOS ANGELES, CALIFORNIA 90048
TELEPHONE: 323-776-3100

EXHIBIT A



CERTIFIED COPY OF AN ENTRY

NHS Number <i>KLCID 220</i>		BIRTH		Entry No. <i>220</i>
Registration district <i>Hamstead</i>		Administrative area <i>London Borough of Camden</i>		
Sub-district <i>Hamstead</i>				
1. Date and place of birth <i>Twentieth September 1975</i> <i>12 Avenue Road, St John's Wood</i>				
2. Name and surname <i>Rolan Seymour FELD</i>				3. Sex <i>Male</i>
4. Name and surname <i>Mark FELD</i>				
5. Place of birth <i>Hackney</i>				
6. Occupation <i>Musician</i>				
7. Name and surname <i>Gloria Richetta THURMOND</i>				
8. Place of birth <i>United States</i>				
9.(a) Maiden surname <i>JONES</i>		9.(b) Surname at marriage if different from maiden surname		
10. Usual address (if different from place of child's birth) <i>25, Holmead Road, Hammersmith S.W.6</i>				
11. Name and surname (if not the mother or father)		12. Qualification <i>Father</i> <i>Mother</i>		
13. Usual address (if different from that in 10 above) <i>25 Holmead Road, Hammersmith S.W.6</i>				
14. I certify that the particulars entered above are true to the best of my knowledge and belief <i>Mark Feld</i> <i>Gloria R. Thurmond</i> Signature of informant				
15. Date of registration <i>Eighth October 1975</i>		16. Signature of registrar <i>A. Green Registrar</i>		
17. Name given after registration and surname				

CERTIFIED to be a true copy of an entry in the certified copy of a register of Births, Still-births or Deaths in the District above mentioned. Given at the GENERAL REGISTER OFFICE, under the Seal of the said Office on *25th* *October* *2012*

*If the Certificate is given from the original Register, the words "the certified copy of" are struck out.

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE AND USING OR POSSESSING A FALSE CERTIFICATE. © CROWN COPYRIGHT
WARNING: A CERTIFICATE IS NOT EVIDENCE OF IDENTITY.

7184607 30551 0412 3M93D 031128



SPR

EXHIBIT B

D. Cert.



CERTIFIED COPY
Pursuant to the Births and

CAUTION: This certificate is valid only if it is signed by a certified public accountant or a duly qualified person who has been authorized by the Board of Directors of the company. It is not valid if it is signed by any other person.

OF AN ENTRY
Deaths Registration Act 1953

DEATH		Entry Number 10
Registration District Wandsworth Sub-District Wandsworth		Administrative Area London, Borough of Wandsworth
1. Date and place of death Found dead on arrival at Sixteenth September 1977 Queen Marys Hospital, S.W.15.		
2. Name and surname Mark FELD otherwise Marc BOGAN		3. Sex Male 4. Maiden surname of woman who has married
5. Date and place of birth Thirtieth September 1947 Hackney, London		
6. Occupation and usual address Musician 142 Upper Richmond Road West East Sheen S.W.14.		
7. (a) Name and surname of informant Certificate received from G. Thurston Coroner for Inner West London. Inquest held on 24th November 1977.		(b) Qualification
(c) Usual address		
8. Cause of death Shock and Haemorrhage due to Multiple Injuries consistent with Road Traffic Accident Passenger in a private motor car which collided with a tree Accidental		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief.		
10. Date of registration Twentyeighth November 1977		11. Signature of registrar R.A. Hedge. Registrar

Certified to be a true copy of an entry in a register in my custody.

H.A. Rozsa

D. Apulij
Superintendent Registrar

*Realizing

22.1.1997

Date: _____

Palma, M. 2003.

IAK 467882

EXHIBIT C

WHEREBY IT IS AGREED as follows:-

- (11) written by him (whether at the request of the Company or otherwise and whether alone or in collaboration) during the period of his engagement hereunder.

TO HOLD the same unto the Company absolutely for the full period of copyright and all possible renewals and extensions thereof

3. The Writer hereby represents warrants and undertakes to and with the Company that:-

- 20

(xi) immediately upon the completion of each of the Works he will deliver to the Company a manuscript copy thereof and he undertakes to complete and deliver to the Company during each quarter of the period of his engagement hereunder a minimum of eight (8) of the Works suitable in all respects for publication and commercial exploitation

(xii) he will indemnify and at all times keep the Company fully indemnified against all actions proceedings costs claims and damages whatsoever made against or incurred by the Company in consequence of any breach or non-performance by him of any of the representations warranties or undertakings on his part herein contained

4. (i) as consideration for the services to be rendered by the Writer hereunder and for the rights of copyright and other rights hereby granted unto the Company the Company shall on the signing hereof pay to the Writer the sum of £500.0.0 (the receipt whereof the Writer hereby acknowledges being in advance and on account of the royalties hereinafter mentioned in sub-Clause 4 (ii) hereof

(ii) The following royalties shall be paid by the Company in respect of each of the Works that is to say:-

(a) SHEET MUSIC ROYALTIES

Ten per centum (10%) of the marked retail selling price of all copies of the Works sold (except as hereafter provided) but so that no royalty shall be payable on the first month's issue of sample copies of the Works. Fifty per centum (50%) of all sums received by the Company on the sale of foreign and colonial editions of the Works. The Company shall have the right to include the Works in any album folio or newspaper and to licence others to make a similar use upon payment of Five pounds (£5) in lieu of royalties in respect of the inclusion thereof in such album folio or newspaper. No royalties shall be payable on orchestral military and brass band arrangements or professional copies of the Works

(b) MECHANICAL ROYALTIES

Seventy percent (70%) Fifty per centum (50%) of all royalties received by the Company for reproductions of the Works in connection with the manufacture of records (other than for use in or in connection with cinematograph films and television films) for sale to the public. No royalties shall be payable in respect of the inclusion of the Works in medley arrangements

(c) SYNCHRONISATION FEES

Seventy percent (70%) Fifty per centum (50%) of all royalties and fees received by the Company for the right to use the Works in or in connection with any cinematograph film or television film

(d) PERFORMING BROADCASTING AND REDIFFUSION FEES

These are collected by the Performing Right Society Limited and are paid direct to its members in accordance with the rules laid down by that Society and it is agreed that the Company's share shall be Fifty per centum (50%) and that the share payable to the Writer shall be Fifty per centum (50%). If the Writer is a member of the Performing Right Society Limited the rights hereby assigned are assigned subject to the rights of the said Society arising by virtue of the Writer's membership of the said Society or otherwise but include the reversionary interest of the Writer in such rights expectant upon the determination by any means of the rights of the Society as aforesaid subject to the payment to the Writer by the Company of the Writer's share of all performing right fees received by the Company such share to be not less than the share previously payable to the Writer by the Society

For the purpose of calculating the royalties hereinbefore mentioned if the Writer shall compose or write the Works or any of them in collaboration with any third party in accordance with the provisions of sub-Clause 3 (vi) hereof or if a third party shall at the Company's request set words to any of the Works which comprise music or music to any of the Works which comprise words then the said royalties shall be divided in equal shares between such of them the Writer and any such third party as shall have composed or written the same

5. The royalties payable to the Writer under the provisions of sub-Clause 4 (ii) hereof shall be paid within Forty-five days of the Thirtieth June and the Thirty-first December in each year and each payment shall be accompanied by a royalty statement showing the amount of royalties due hereunder to the Writer and all such royalty statements shall be final and binding upon the Writer and shall not be subject to any objection by the Writer unless specific objection in writing stating the basis thereof is given to the Company by the Writer within one year from the date of the statement

6. ~~The Writer hereby agrees with the Company that the Company may from time to time and without notice to the Writer may require the delivery of the Works or any of them and/or copies thereof for the purposes and storage of the same and shall be entitled to use the same for the purposes of all matters relating to the Works~~

7. The Company may assign or grant the benefit of this Agreement or any of its rights or benefits hereunder in whole or in part to any person or persons firm or company who shall then be entitled to the rights and benefits to which the Company is entitled hereunder or such of them as are so assigned or granted and all the representations warranties and undertakings of the Writer herein contained shall to the extent of such assignment or grant thereupon ensure for the benefit of such assignees or grantees

8. ~~The Writer hereby authorizes and requests the Company to pay all monies due to him under this Agreement and to execute all such further instruments as the Company may from time to time require for the purpose of confirming the Company's title to the said rights in any part of the world (including in particular but not by way of limitation the execution of assignments in the form annexed hereto and marked Exhibit I) and the Writer hereby constitutes and appoints the Company his true and lawful attorney-in-fact with full power of substitution in his name and stead but for the Company's benefit to take any and all steps (including proceedings at law and in equity and otherwise) and to execute acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the rights hereby assigned more effectively in the Company or to protect the same or to enforce any claim or right of any kind with respect thereto and in the event of such proceedings against any third party the Writer shall afford the Company all reasonable assistance in proving and defending the rights held by the Company under this Agreement and the Writer declares that the power of attorney contained in this Clause is coupled with an interest and is irrevocable~~

9. This Agreement shall be construed and shall take effect in accordance with the Laws of England and words and expressions used herein shall where the context so admits have the same meanings as are assigned to them by the Copyright Act 1956

10. (a) For further securing to the Company the rights hereby granted and assigned the Writer hereby undertakes with the Company that he will at the request and expense of the Company do all such further things and execute all such further instruments as the Company may from time to time require for the purpose of confirming the Company's title to the said rights in any part of the world (including in particular but not by way of limitation the execution of assignments in the form annexed hereto and marked Exhibit I) and the Writer hereby constitutes and appoints the Company his true and lawful attorney-in-fact with full power of substitution in his name and stead but for the Company's benefit to take any and all steps (including proceedings at law and in equity and otherwise) and to execute acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the rights hereby assigned more effectively in the Company or to protect the same or to enforce any claim or right of any kind with respect thereto and in the event of such proceedings against any third party the Writer shall afford the Company all reasonable assistance in proving and defending the rights held by the Company under this Agreement and the Writer declares that the power of attorney contained in this Clause is coupled with an interest and is irrevocable
- (b) Any proceedings brought by the Company shall be initiated and prosecuted at the Company's sole expense and of any recovery made by it as a result thereof (after deduction of the expenses and costs thereof) a sum equal to fifty (50%) per cent shall be allocated as the total Writer's share
- (c) If the claim is made by a third party against the Company in respect of any of the Works it shall thereupon serve written notice upon the Writer containing the details of such claim as known to the Company and thereafter until the claim has been adjudicated or settled the Company shall hold payment of any monies becoming due to the Writer under this or any other agreement in abeyance pending the outcome of such claims and the Company shall have the right to settle or otherwise dispose of such claims in any manner which it in its sole discretion may determine and in the event of any recovery against the Company (either by way of judgement or settlement) all of the costs charges disbursements (including Counsel's fees) and the amount of the judgement or settlement may be deducted by the Company from any and all royalties or other payments theretofore or thereafter payable to the Writer by the Company under this or any other agreement or by any of its associated affiliated or subsidiary firms or corporations
- (d) From and after the service of any proceedings issued against the Company with respect to any of the said Works any and all payments thereafter becoming due to the Writer shall be held by the Company in abeyance until the proceedings have been finally adjudicated or settled and the same shall then be disbursed accordingly unless the Writer shall elect to file an acceptable bond in the sum of such payments in which event the said payments shall be made to the Writer

11. The Company shall be entitled to recover any sum or sums now paid or at any time hereafter to be paid to the Writer under the provisions of sub-Clause 4 (i) hereof together with any additional like sums which the Company may at any time agree to pay to the Writer from the royalties which may become due to the Writer under the provisions of sub-Clause 4 (ii) hereof and the Writer hereby authorizes and requests the Company to recover the same in the manner aforesaid

12. (a) The Writer hereby grants to the Company the following exclusive options that is to say:-

- (i) a First Option (exercisable by the Company giving to the Writer written notice not later than thirty days prior to the first anniversary of the date hereof) to extend the term of this Agreement for a second period of one year (hereinafter called "the First Option Year") commencing on the first anniversary of the date hereof upon the same terms and conditions as are heretofore contained in this Agreement but subject to the provisions of sub-Clause 13 hereof
- (ii) If the said First Option shall be exercised in the manner aforesaid a Second Option (exercisable by the Company giving to the Writer written notice not later than thirty days prior to the end of the First Option Year) to extend the term of this Agreement for a third period of one year (hereinafter called "the Second Option Year") commencing on the second anniversary of the date hereof upon the same terms and conditions as are contained in this Agreement but subject to the provisions of sub-Clause 13 hereof
- (iii) If the said Second Option shall be exercised in the manner aforesaid a Third Option (exercisable by the Company giving to the Writer written notice not later than thirty days prior to the end of the Second Option Year) to extend the term of this Agreement for a fourth period of one year (hereinafter called "the Third Option Year") commencing on the third anniversary of the date hereof upon the same terms and conditions as are contained in this Agreement but subject to the provisions of sub-Clause 13 hereof

This Assignment is made theNo.
day of

19

BETWEEN
of
MARC BOLAN,
c/o Bryan Morrison Agency,
14 Bruton Place,
London, W.1.

(hereinafter called "the Assignor(s)") of the one part and ESSEX MUSIC INTERNATIONAL LIMITED in the County of London of DUMBARTON HOUSE 68 OXFORD STREET LONDON W.1N 9LA (hereinafter called "the Publishers") of the other part WITNESSETH that in consideration of the payment by the Publishers to the Assignor(s) of the sum of 1/- (one shilling) (the receipt whereof is hereby acknowledged) on account of the Royalties and Fees mentioned in the Schedule hereto to Assignor(s) hereby Assign(s) to the Publishers ALL the Copyright as defined by the Copyright Act 1956, throughout the territory to which that Act may now or may at any time hereafter extend, together with all other rights of a like nature as are now conferred by the laws in force in all other territories throughout the world, including the renewal copyright as conferred by the law of the United States of America, and such other rights as may hereafter be conferred or created by law or international arrangement or convention in any part of the world whether by way of new or additional rights not now comprised in Copyright or by way of extension of the period of then or now existing rights of and in the words and music of the composition entitled

"TITLE"

(hereinafter referred to as "the said work(s)") TO HOLD the same unto the Publishers their successors and assigns absolutely AND the Assignor(s) hereby agree(s) on demand to execute and sign any other documents and to do all other acts and things which may hereafter be required of the Assignor(s) for vesting in the Publishers the premises expressed to be hereby assigned AND the Assignor(s) hereby warrant(s) and declare(s) that the said work is a new and original unpublished work and does not infringe the copyright in any other work and that he (they) the Assignor(s) has (have) good right and full power to assign to the Publishers free from all encumbrances the premises expressed to be hereby assigned and every of them in the manner aforesaid. AND IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £3,500.

AS WITNESS the hands of the parties hereto the day and year first above written.

The Schedule above referred to.**Sheet Music Royalties.**

10% (ten per cent.) of the marked retail selling price of all copies of the said work(s) sold (except as hereafter provided) but so that no Royalty shall be payable on the first month's issue of sample copies of the said work(s).

70% (seventy per cent.) of all sums received by the Publishers on the sale of Foreign and Colonial Editions of the said work(s).

The Publishers shall have the right to include the said work(s) in any Album, Folio or Newspaper and to licence others to make a similar use upon payment of £5 (five pounds) in lieu of Royalties in respect of the inclusion thereof in such Album, Folio or Newspaper.

No Royalties shall be payable on Orchestral, Military and Brass Band Arrangements or professional copies of the said work(s), and the Publishers shall have the right to use the melody with words of the chorus thereof in any separate musical publication, and to reprint the words thereof without the music free from Royalty or other consideration.

Mechanical Royalties.

70% (seventy per cent.) of all Royalties received by the Publishers for reproductions of the said work(s) in connection with the manufacture of records (other than for use in or in connection with cinematograph films and television films) for sale to the Public.

No Royalties shall be payable to the Assignors in respect of the inclusion of the said work(s) in Medley Arrangements.

Synchronization Fees.

70% (seventy per cent.) of all royalties and fees received by the Publishers for the right to use the said work(s) in or in connection with any cinematograph film or television film.

Performing Broadcasting and Rediffusion Fees.

These are collected by the Performing Right Society Ltd. and are paid direct to its Members in accordance with the Rules laid down by that Society, and it is agreed that the Assignor's share shall be 50 per cent. and the Publisher's share 50 per cent.

If the Assignor is a member of the Performing Right Society Ltd., the rights hereby assigned are assigned subject to the rights of the said Society arising by virtue of the Assignor's membership of the said Society or otherwise but include the reversionary interest of the Assignor in such rights expectant upon the determination by any means of the rights of the Society as aforesaid, subject to the payment to the Assignor by the Publisher of the Assignor's share of all performing right fees received by the Publisher, such share to be not less than the share previously payable to the Assignor by the Society.

Generally.

All Royalties and fees payable by the Publishers to the Assignor(s) by virtue of this Assignment shall be divided between the Assignor(s) in the following manner:—

SIGNED by the Assignor(s) in the presence of:

MARC BOLAN

SIGNED by the duly authorised agent of the Publishers in the presence of:

For and on behalf of ESSEX MUSIC INTERNATIONAL LTD.

Director.

EXHIBIT D

<u>Title</u>	<u>Record</u>	<u>Writer</u>	
Beyond The Rising Sun	1965 Single	Marc Bolan	
Desdemona	1967 Single	Marc Bolan	
Debora	1968 Single	Marc Bolan	
Pewter Suitor	1969 Single	Marc Bolan	
Child Star	LP1	Marc Bolan	
Graceful Fat Sheba	LP1	Marc Bolan	
Mustang Ford	LP1	Marc Bolan	
Strange Orchestras	LP1	Marc Bolan	
Wielder of Words	LP1	Marc Bolan	
Deboraarobed	LP2	Marc Bolan	
Eastern Spell	LP2	Marc Bolan	
Juniper Suction	LP2	Marc Bolan	
O Harley (The Saltambiques)	LP2	Marc Bolan	
One Inch Rock	LP2	Marc Bolan	
Our Wonderful Brownskin Man	LP2	Marc Bolan	
Salamanda Palaganda	LP2	Marc Bolan	
Scenescof Dynasty	LP2	Marc Bolan	
Stacey Grove	LP2	Marc Bolan	
The Traveling Tragition	LP2	Marc Bolan	
Wind Quartets	LP2	Marc Bolan	
Evenings of Damask	LP3	Marc Bolan	
Like a White Star, Tangled and Far, Tulip That's What You Are	LP3	Marc Bolan	
Nijinsky Hind	LP3	Marc Bolan	
'Pon a Hill	LP3	Marc Bolan	
Romany Soup	LP3	Marc Bolan	
She Was Born to Be My Unicorn	LP3	Marc Bolan	
Stones For Avalon	LP3	Marc Bolan	
The Misty Coast of Albany	LP3	Marc Bolan	
The Sea Beasts	LP3	Marc Bolan	
The Seal of Seasons	LP3	Marc Bolan	
The Throat of Winter	LP3	Marc Bolan	
Album	Title		Release Date
LP1	My People Were Fair And Had Sky In Their Hair, But Now They're Content To Wear Stars On Their Brows		July, 1968
LP2	Prophets, Seers & Sages: The Angels of the Ages		Nov, 1968
LP3	Unicorn		May, 1969

EXHIBIT E

<u>Title</u>	<u>Record</u>	<u>Writer</u>	
Charlie		Marc Bolan	
Horrible Breath		Marc Bolan	
Jasper C. Debussy		Marc Bolan	
Lunacy's Back		Marc Bolan	
Midsummer Night's Scene		Marc Bolan	
Nickelodeon		Marc Bolan	
Sally Was An Angel		Marc Bolan	
You've Got The Power		Marc Bolan	
Find A Little Wood	1971 Single	Marc Bolan	
Hot Love	1971 Single	Marc Bolan	
King Of The Mountain Cometh	1971 Single	Marc Bolan	
Raw Ramp	1971 Single	Marc Bolan	
By The Light of a Magical Moon	LP4	Marc Bolan	
Dragon's Ear	LP4	Marc Bolan	
Elemental Child	LP4	Marc Bolan	
First Heart Mighty Down Dart	LP4	Marc Bolan	
Great Horse	LP4	Marc Bolan	
Organ Blues	LP4	Marc Bolan	
Blessed Wild Apple Girl	LP4 addtl track	Marc Bolan	
Children Of Rarn	LP5	Marc Bolan	
Diamond Meadows	LP5	Marc Bolan	
Is It Love?	LP5	Marc Bolan	
Jewel	LP5	Marc Bolan	
Root of Star	LP5	Marc Bolan	
Seagull Woman	LP5	Marc Bolan	
Suneye	LP5	Marc Bolan	
Bang a Gong (Get It On)	LP6	Marc Bolan	
Cosmic Dancer	LP6	Marc Bolan	
Girl	LP6	Marc Bolan	
Jeepster	LP6	Marc Bolan	
Life's a Gas	LP6	Marc Bolan	
Mambo Sun	LP6	Marc Bolan	
Monolith	LP6	Marc Bolan	
Rip Off	LP6	Marc Bolan	
The Motivator	LP6	Marc Bolan	
Ride A White Swan	promo track for LP5	Marc Bolan	
There Was A Time	Rhino bonus track	Marc Bolan	
Album	Title		Release Date
LP4	A Beard Of Stars		March, 1970
LP5	T.Rex		Dec, 1970
LP6	Electric Warrior		Sept, 1971

EXHIBIT F

<u>Title</u>	<u>Record</u>	<u>Writer</u>	<u>Registration</u>	<u>Renewal</u>
'Pon a Hill	LP3	Marc Bolan	EU0000131317 (08/11/1969)	RE0000759100 (05/16/1997)
Bang a Gong (Get It On)	LP6	Marc Bolan	EFO000151057 (07/12/1971)	RE0000807726 (03/18/1999)
Blessed Wild Apple Girl	LP4 addtl track	Marc Bolan	EU0000246101 (04/21/1971)	RE0000807749 (03/18/1999)
By The Light of a Magical Moon	LP4	Marc Bolan	EU0000214883 (10/28/1970)	RE0000782368 (02/12/1998)
Child Star	LP1	Marc Bolan	EU0000056410 (05/31/1968)	RE0000727008 (02/01/1996)
Children Of Rarn	LP5	Marc Bolan	EU0000236662 (03/08/1971)	RE0000809887 (05/21/1999)
Cosmic Dancer	LP6	Marc Bolan	EU0000281756 (10/01/1971)	RE0000807764 (03/18/1999)
Debora	1968 Single	Marc Bolan	EU0000060952 (07/01/1968) EFO000156559 (05/09/1972)	RE0000727010 (02/01/1996) RE0000826904 (03/20/2000)
Deboraaarobed	LP2	Marc Bolan	EU0000106356 (03/24/1969)	RE0000759075 (05/16/1997)
Desdemona	1967 Single	Marc Bolan	EU0000228887 (01/25/1971)	RE0000809885 (05/21/1999)
Diamond Meadows	LP5	Marc Bolan	EU0000236660 (03/08/1971)	RE0000807734 (03/18/1999)
Dragon's Ear	LP4	Marc Bolan	EU0000214879 (10/28/1970)	RE0000782507 (02/12/1998)
Eastern Spell	LP2	Marc Bolan	EU0000106351 (03/24/1969)	RE0000759070 (05/16/1997)
Elemental Child	LP4	Marc Bolan	EU0000214881 (10/28/1970)	RE0000782509 (02/12/1998)
Evenings of Damask	LP3	Marc Bolan	EU0000131318 (08/11/1969)	RE0000759101 (05/16/1997)
Find A Little Wood	1971 Single	Marc Bolan	EU0000341490 (06/30/1972)	RE0000826932 (03/20/2000)
First Heart Mighty Down Dart	LP4	Marc Bolan	EU0000214888 (10/28/1970)	RE0000782372 (02/12/1998)

<u>Title</u>	<u>Record</u>	<u>Writer</u>	<u>Registration</u>	<u>Renewal</u>
Girl	LP6	Marc Bolan	EU0000282215 (10/08/1971)	RE0000807766 (03/18/1999)
Graceful Fat Sheba	LP1	Marc Bolan	EU0000360838 (10/04/1972)	RE0000826868 (03/20/2000)
Great Horse	LP4	Marc Bolan	EU0000214885 (10/28/1970)	RE0000782370 (02/12/1998)
Horrible Breath	1971 Registration	Marc Bolan	EU0000236664 (03/08/1971)	RE0000807737 (03/18/1999)
Hot Love	1971 Single	Marc Bolan	EFO000148359 (04/02/1971)	RE0000807725 (03/18/1999)
Is It Love?	LP5	Marc Bolan	EU0000224042 (12/15/1970)	RE0000782600 (02/12/1998)
Jasper C. Debussy	1971 Registration	Marc Bolan	EU0000268889 (07/16/1971)	RE0000807761 (03/18/1999)
Jeepster	LP6	Marc Bolan	EU0000282216 (10/08/1971)	RE0000807767 (03/18/1999)
Jewel	LP5	Marc Bolan	EU0000236658 (03/08/1971)	RE0000807733 (03/18/1999)
Juniper Suction	LP2	Marc Bolan	EU0000106357 (03/24/1969)	RE0000759076 (05/16/1997)
Life's a Gas	LP6	Marc Bolan	EU0000282218 (10/08/1971)	RE0000807768 (03/18/1999)
Like a White Star, Tangled and Far, Tulip That's What You Are	LP3	Marc Bolan	EU0000131313 (08/11/1969)	RE0000759097 (05/16/1997)
Mambo Sun	LP6	Marc Bolan	EU0000281755 (10/01/1971)	RE0000807763 (03/18/1999)
Monolith	LP6	Marc Bolan	EU0000282220 (10/08/1971)	RE0000807770 (03/18/1999)
Mustang Ford	LP1	Marc Bolan	EU0000360841 (10/04/1972)	RE0000826871 (03/20/2000)
Nijinsky Hind	LP3	Marc Bolan	EU0000131317 (08/11/1969)	RE0000759100 (05/16/1997)
O Harley (The Saltambiques)	LP2	Marc Bolan	EU0000106354 (03/24/1969)	RE0000759073 (05/16/1997)
One Inch Rock	LP2	Marc Bolan	EU0000106354 (03/24/1969)	RE0000759073 (05/16/1997)

<u>Title</u>	<u>Record</u>	<u>Writer</u>	<u>Registration</u>	<u>Renewal</u>
Organ Blues	LP4	Marc Bolan	EU0000214878 (10/28/1970)	RE0000782366 (02/12/1998)
Our Wonderful Brownskin Man	LP2	Marc Bolan	EU0000106354 (03/24/1969)	RE0000759073 (05/16/1997)
Pewter Suitor	1969 Single	Marc Bolan	EU0000103523 (03/05/1969)	RE0000759068 (05/16/1997)
Raw Ramp	1971 Single	Marc Bolan	EU0000267715 (07/28/1971)	RE0000807760 (03/18/1999)
Ride A White Swan	promo track for LP5	Marc Bolan	EFO000145546 (11/13/1970)	RE0000782503 (02/12/1998)
Rip Off	LP6	Marc Bolan	EU0000282214 (10/08/1971)	RE0000807765 (03/18/1999)
Romany Soup	LP3	Marc Bolan	EU0000131317 (08/11/1969)	RE0000759100 (05/16/1997)
Root of Star	LP5	Marc Bolan	EU0000236656 (03/08/1971)	RE0000807731 (03/18/1999)
Salamanda Palaganda	LP2	Marc Bolan	EU0000106355 (03/24/1969)	RE0000759074 (05/16/1997)
Scenescof Dynasty	LP2	Marc Bolan	EU0000121543 (06/13/1969)	RE0000759078 (05/16/1997)
Seagull Woman	LP5	Marc Bolan	EU0000236657 (03/08/1971)	RE0000807732 (03/18/1999)
She Was Born to Be My Unicorn	LP3	Marc Bolan	EU0000131314 (08/11/1969)	RE0000759098 (05/16/1997)
Stacey Grove	LP2	Marc Bolan	EU0000121543 (06/13/1969)	RE0000759078 (05/16/1997)
Stones For Avalon	LP3	Marc Bolan	EU0000131314 (08/11/1969)	RE0000759098 (05/16/1997)
Strange Orchestras	LP1	Marc Bolan	EU0000247782 (05/03/1970)	RE0000807750 (03/18/1999)
Suneye	LP5	Marc Bolan	EU0000236663 (03/08/1971)	RE0000807736 (03/18/1999)
The Misty Coast of Albany	LP3	Marc Bolan	EU0000131311 (08/11/1969)	RE0000759095 (05/16/1997)
The Motivator	LP6	Marc Bolan	EU0000282219 (10/08/1971)	RE0000807769 (03/18/1999)

<u>Title</u>	<u>Record</u>	<u>Writer</u>	<u>Registration</u>	<u>Renewal</u>
The Sea Beasts	LP3	Marc Bolan	EU0000131320 (08/11/1969)	RE0000759103 (05/16/1997)
The Seal of Seasons	LP3	Marc Bolan	EU0000131320 (08/11/1969)	RE0000759103 (05/16/1997)
The Throat of Winter	LP3	Marc Bolan	EU0000131312 (08/11/1969)	RE0000759096 (05/16/1997)
The Traveling Tragition	LP2	Marc Bolan	EU0000121543 (06/13/1969)	RE0000759078 (05/16/1997)
There Was A Time	Rhino bonus track	Marc Bolan	PAu000801067 (01/21/1986)	
Wielder of Words	LP1	Marc Bolan	EU0000360837 (10/04/1972)	RE0000826867 (03/20/2000)
Wind Quartets	LP2	Marc Bolan	EU0000121543 (06/13/1969)	RE0000759078 (05/16/1997)
Album	Title		Release Date	
LP1	My People Were Fair And Had Sky In Their Hair, But Now They're Content To Wear Stars		July, 1968	
LP2	Prophets, Seers & Sages: The Angels of the Ages		Nov, 1968	
LP3	Unicorn		May, 1969	
LP4	A Beard Of Stars		March, 1970	
LP5	T.Rex		Dec, 1970	
LP6	Electric Warrior		Sept, 1971	

EXHIBIT G

HELEN YU LESEBERG
MEMBER OF CALIFORNIA BAR

YU LESEBERG
A PROFESSIONAL LAW CORPORATION
1900 AVENUE OF THE STARS
TWENTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90067

Marked 9/28/12
TELEPHONE (310) 286-7667
FAX (310) 286-7473
EMAIL: helenyu@hyulaw.com

September 28, 2012

VIA CERTIFIED MAIL

Westminster Music Ltd.
C/O Essex Music International, Inc.
C/O The Richmond Organization
266 West 37th St.
17th Floor
New York, NY 10018

Re: **Rear Window Copyright Reversion – Artist: “Marc Bolan” and “T. Rex”**
Sole Heir - Rolan Bolan Feld
Notice of Change of Address for Statements, Payment and Royalties

Ladies and Gentlemen:

We represent Rolan Feld and his holding companies, Electric Boogie, Inc., and Electric Boogie Music (individually and collectively referred to hereinafter as “Rolan”), the only child and sole remaining heir of Marc Feld p/k/a Marc Bolan and his band, T. Rex (collectively “Marc Bolan”). Rolan is the current owner of various U.S. copyrights and associated intellectual property rights relating to Marc Bolan, who has been deceased since September 16, 1977.

Pursuant to Section 304(a) of the 1978 United States Copyright Act (as amended), the renewal term of one hundred percent (100%) of the copyright in and to the musical compositions specified on the attached Schedule (the “Compositions”) vested automatically and as a matter of law in (and only in) Rolan on the first (1st) day of the renewal term of copyright, regardless of any publishing agreement, assignment or transfer of any kind or nature which may have executed by Marc Bolan prior to his death (See Stewart v. Abend, 495 U.S. 207 (1990)).

Since the first term of copyright in each of the Compositions expired by December 31, 1999, Rolan became the sole owner and exclusive administrator of each of the Compositions, effective as of January 1, 2000. Rolan has elected this firm to act as his exclusive worldwide administrator of the Compositions, and to collect all monies earned in connection with the

Compositions. No other person, firm or corporation has the right to administer, license, collect or grant any other rights in the Compositions.

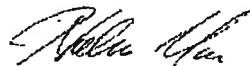
Accordingly, it would be greatly appreciated if Universal Music Publishing could please provide the following:

1. Written confirmation that Universal Music Publishing's records have been updated to reflect Rolan as the sole copyright owner of each of the Compositions and this firm as the exclusive worldwide administrator of the Compositions;
2. Copies of all royalty statements regarding the Compositions for the last five (5) years;
3. Written confirmation that Universal Music Publishing will timely forward to this firm all monies payable after the date hereof with respect to the Compositions (including, without limitation, the so-called "writer's share" and so-called "publisher's share") without deduction of any administration or other fee to the following payee:

Rolan Feld d/b/a Electric Boogie Music
c/o Yu Leseberg, A Prof. Law Corp.
Attn: Helen Yu, Esq.
1901 Ave of the Stars, 19th Floor
Los Angeles, CA 90067
Tel. (310) 286-7667 email: helenyu@hyulaw.com

Please feel free to contact me at the address below should you have any questions regarding this matter.

Kind regards,



Helen Yu

HYU/mc
Encl.

SONG TITLE	WRITER
'Pon a Hill	Marc Bolan (100%)
A Beard of Stars	Marc Bolan (100%)
A Day Laye	Marc Bolan (100%)
Afghan Woman	Marc Bolan (100%)
Aznageel the Mage	Marc Bolan (100%)
Bang a Gong (Get It On)	Marc Bolan (100%)
Beltane Walk	Marc Bolan (100%)
By the Light of a Magical Moon	Marc Bolan (100%)
Cat Black (The Wizard's Hat)	Marc Bolan (100%)
Chariots of Silk	Marc Bolan (100%)
Chateau in Virginia Waters	Marc Bolan (100%)
Child Star	Marc Bolan (100%)
Childe	Marc Bolan (100%)
Conesuala	Marc Bolan (100%)
Cosmic Dancer	Marc Bolan (100%)
Deboraarobed	Marc Bolan (100%)
Diamond Meadows	Marc Bolan (100%)
Dove	Marc Bolan (100%)
Dragon's Ear	Marc Bolan (100%)
Dwarfish Trumpet Blues	Marc Bolan (100%)
Eastern Spell	Marc Bolan (100%)
Elemental Child	Marc Bolan (100%)
Evenings of Damask	Marc Bolan (100%)
First Heart Mighty Dawn Dart	Marc Bolan (100%)
Frowning Atahualpa (My Inca Love)	Marc Bolan (100%)
Girl	Marc Bolan (100%)
Graceful Fat Sheba	Marc Bolan (100%)
Great Horse	Marc Bolan (100%)
Hot Rod Mama	Marc Bolan (100%)
Is It Love?	Marc Bolan (100%)
Iscaiot	Marc Bolan (100%)
Jeepster	Marc Bolan (100%)
Jewel	Marc Bolan (100%)
Juniper Suction	Marc Bolan (100%)
Knight	Marc Bolan (100%)
Lean Woman Blues	Marc Bolan (100%)
Life's a Gas	Marc Bolan (100%)
Like a White Star, Tangled and Far, Tulip	Marc Bolan (100%)
That's What You Are	
Lofty Skies	Marc Bolan (100%)
Mambo Sun	Marc Bolan (100%)
Monolith	Marc Bolan (100%)
Mustang Ford	Marc Bolan (100%)
Nijinsky Hind	Marc Bolan (100%)
O Harley (The Saltimbaques)	Marc Bolan (100%)

One Inch Rock	Marc Bolan (100%)
Organ Blues	Marc Bolan (100%)
Our Wonderful Brownskin Man	Marc Bolan (100%)
Pavilions of Sun	Marc Bolan (100%)
Planet Queen	Marc Bolan (100%)
Prelude	Marc Bolan (100%)
Rip Off	Marc Bolan (100%)
Romany Soup	Marc Bolan (100%)
Root of Star	Marc Bolan (100%)
Salamanda Palaganda	Marc Bolan (100%)
Scenescof	Marc Bolan (100%)
Scenescoff Dynasty	Marc Bolan (100%)
Seagull Woman	Marc Bolan (100%)
She Was Born to Be My Unicorn	Marc Bolan (100%)
Stacey Grove	Marc Bolan (100%)
Stones for Avalon	Marc Bolan (100%)
Strange Orchestras	Marc Bolan (100%)
Summer Deep	Marc Bolan (100%)
Suneye	Marc Bolan (100%)
The Children of Rarn	Marc Bolan (100%)
The Friends	Marc Bolan (100%)
The Misty Coast of Albany	Marc Bolan (100%)
The Motivator	Marc Bolan (100%)
The Pilgrim's Tale	Marc Bolan (100%)
The Sea Beasts	Marc Bolan (100%)
The Seal of Seasons	Marc Bolan (100%)
The Throat of Winter	Marc Bolan (100%)
The Time of Love Is Now	Marc Bolan (100%)
The Travelling Tragition	Marc Bolan (100%)
The Visit	Marc Bolan (100%)
The Wizard	Marc Bolan (100%)
Trelawny Lawn	Marc Bolan (100%)
Warlord of the Royal Crocodiles	Marc Bolan (100%)
Wielder of Swords	Marc Bolan (100%)
Wind Cheetah	Marc Bolan (100%)
Wind Quartets	Marc Bolan (100%)
Woodland Rock	Marc Bolan (100%)

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1. Article Addressed to:

Westminster Music Ltd.
266 West 37th St.
17th Floor
New York, NY 10018

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