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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Tresóna Multimedia, LLC, an Arizona limited liability company,

Plaintiff,

v.

Burbank High School Vocal Music Association; Brett Carroll and John Doe Carroll, a married couple; Ellie Stockwell and John Doe Stockwell, a married couple; Marianne Winters and John Doe Winters, a married couple; Geneva Tarandek and John Doe Tarandek, a married couple; Lorna Consoli and John Doe Consoli, a married couple; Charles Rodriguez and Jane Doe Rodriguez, a married couple; Haakon Sundry dba Argent Visuals and Jane Doe Sundry, a married couple,

Defendants.

No. CV 16-975-PHX-PGR

FIRST AMENDED COMPLAINT

(Assigned to the Honorable Paul Rosenblatt)

JURY TRIAL DEMANDED

Plaintiff, for its Complaint against Defendants, states as follows:

GENERAL ALLEGATIONS

1. Plaintiff Tresóna Multimedia, LLC, (“Tresóna”) is an Arizona limited liability company with its principal place of business in Scottsdale, Arizona. Mark Greenburg (“Greenburg”) is the manager of Tresóna.

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1 2. Defendant Burbank High School Vocal Association (“the Association”) is a
2 corporation that promotes extracurricular show choirs and show choir festivals.

3 3. Defendants Brett Carroll and John Doe Carroll are residents of California. Mr.
4 Carroll is the director of the Association. All actions by Mr. Carroll alleged herein were taken
5 for the benefit of his marital community and on behalf of the Association.

6 4. Defendants Ellie Stockwell and John Doe Stockwell are residents of California.
7 Ms. Stockwell is the President of the Association.

8 5. Defendants Marianne Winters and John Doe Winters are residents of California.
9 Ms. Winters is the Vice President of the Association.

10 6. Defendants Geneva Tarandek and John Doe Tarandek are residents of
11 California. Ms. Tarandek is the Secretary of the Association.

12 7. Defendants Lorna Consoli and John Doe Consoli are residents of California.
13 Ms. Consoli is the Treasurer of the Association.

14 8. Defendants Charles Rodriguez and Jane Doe Rodriguez are residents of
15 California. Mr. Rodriguez is the Trust Treasurer of the Association.

16 9. Defendants Haakon Sundry and Jane Doe Sundry are residents of California.
17 Mr. Sundry made video recordings and did live broadcasts of performances sponsored by the
18 Association. Mr. Sundry does business as “Argent Visuals,” and is personally liable for all
19 actions by Argent Visuals.

20 10. This is an action arising under the copyright laws of the United States, 17
21 U.S.C. § 101 *et seq.*

22 11. This Court has jurisdiction over the subject matter of this action pursuant to 28
23 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction over Plaintiff’s
24 intentional interference with business expectancy claim under 28 U.S.C. § 1367(a) because it
25 is so related to Plaintiff’s copyright infringement claims, which is within this Court’s original
26 jurisdiction, that the claims form part of the same case and controversy under Article III of the
27 United States Constitution.

28 12. Jurisdiction and venue are appropriate.

BACKGROUND FACTS

Background regarding applicable copyright law

13. When sheet music of a copyrighted music composition is created, whether digital or physical, then a license from the rights holder(s) for that composition must be obtained. When such sheet music is created for the use of a specific music ensemble, this type of license is commonly referred to as a “custom arrangement license.”

14. When one uses a copyrighted musical composition/song or concert work of any sort, combining it with choreography, costuming, and/or props, and creating a dramatico-musical work, the license that must be obtained from the rights holder is known as a “grand right license” (sometimes known as a “dramatic rights license”).

15. When copyrighted music is synchronized to a moving image and recorded on film or video, a “synchronization license” must be obtained from the rights holder(s).

16. When copyrighted music is duplicated and distributed as an audio recording, a “mechanical license” must be obtained from the rights holder(s).

Background regarding Tresóna

17. Tresóna is an Arizona company that is able to issue several types of copyright licenses on behalf of all major music publishing companies, and the great majority of smaller publishing companies. Tresóna issues custom arrangement licenses, grand right licenses, synchronization licenses, and mechanical licenses. Tresóna is the exclusive custom arrangement licensing agent for many publishing companies.

18. Tresóna’s clients for custom arrangement licenses include bands, choirs, schools, universities, and other organizations that need these licenses.

19. Tresóna conducts its business using its website and its patent-pending technology. Tresóna’s online website is called the Licensing Exchange and is located at tresonamusic.com. On Tresóna’s Licensing Exchange, applicants may obtain custom arrangement licenses, grand right licenses, synchronization licenses, and mechanical licenses from copyright owners. Those licenses allow applicants to legally create and perform custom arrangements, create and duplicate video recordings, create and duplicate audio recordings, and dramatically stage music for licensees. Tresóna receives a portion of each license fee.

1 **Background regarding the Burbank Show Choirs**

2 20. The Association operates, sponsors, and receives revenue from five show choirs
3 (the “Burbank Show Choirs”). Their names are: In Sync, Out of the Blue, Sapphire,
4 Impressions, and Sound Dogs. The Burbank Show Choirs are some of the most prominent
5 show choirs in the country. In fact, it is widely understood in the industry that the television
6 show “Glee” was based upon the Burbank Show Choirs, with input from Defendant Brett
7 Carroll.

8 21. The Burbank Show Choirs travel internationally to perform, and have
9 performed at for-profit events promoted by professional corporations in Nashville and
10 Canada.

11 22. The Burbank Show Choirs hire professionally paid musicians, not students, to
12 back the show choir members when they perform.

13 **Background regarding the Association**

14 23. The Association is an organization that underwrites the operation of the
15 Burbank Show Choirs.

16 24. The Association promotes, sponsors, operates and receives revenue from
17 festivals and competitions that involve the Burbank Show Choirs.

18 25. The Association is a professional, extensively supported organization with
19 revenues and expenses in the mid-six figures each year.

20 26. The website for Burbank High School includes a page for the Association. That
21 page states:

22 *We are home to 5 award winning show choirs (view descriptions below) and 2*
23 *acapella groups, with nearly 200 student vocalists ranging in skill level from*
24 *beginner to advanced. Our choirs perform under the direction of Brett Carroll,*
25 *with conceptual design and cutting edge musical arrangements by Josh Greene.*
26 *We compete throughout southern California and the United States, and last year*
were featured guests at the Show Choir Canada National Show Choir
Championships.

27 *We also perform several concerts a year at home, including our gala fundraising*
28 *event Night of Magic, our musical Italian dinner concert Bucco di Burbank and*
our annual grand finale, Pop Show. If you'd like to see and hear our choirs in

1 *action, you'll find video and mp3 files of competition sets and concerts on the VMA*
2 *website, and an extensive image collection here.*

3 27. The Association maintains a separate website at bhsvocal.com. It also has an
4 alumni relations department and a coordinator in charge of publicity.

5 28. Among the revenues obtained by the Association are gate receipts and
6 participation fees for the various show choir festivals and events promoted by the Association,
7 such as “The Night of Magic” and “The Burbank Blast Show Choir Festival” (“the Burbank
8 Blast”). These events are sponsored annually by the Association and generate well over
9 \$100,000 in net income each year.

10 29. From 2010 through 2014, the Association and the Burbank Show Choirs have
11 staged more than 100 musical compositions and paid many hundreds of thousands of dollars
12 for related costuming, choreography, travel, props, and so forth. However, as shown in more
13 detail below, neither the Association nor the Burbank Show Choirs obtained the legally
14 required copyright licenses for their activities, despite being asked to do so many times over
15 more than a year.

16 **Background regarding the individual Defendants**

17 30. Defendant Brett Carroll is the Director of the five Burbank Show Choirs. He is
18 on the staff of the Association and is the Director of “Camp Carroll,” a summer camp funded
19 by the Association. Mr. Carroll is one of the most prominent show choir directors in the
20 country.

21 31. The Association’s President is Ellie Stockwell, who is intimately aware of the
22 Defendants’ activities described above. She is an administrative executive at an intellectual
23 property and marketing firm. She is aware that the Defendants’ activities violate copyright
24 law and has directed, permitted and/or encouraged these infringing activities.

25 32. From 2010 through 2014, Defendant Haakon Sundry dba Argent Visuals made
26 video recordings and did live broadcasts of performances of the Burbank Show Choirs,
27 selling the recordings to attendees of the Burbank Blast and sharing the proceeds with the
28 Association.

1 **Defendants make and spend a lot on their show choirs—but they refuse to get required**
2 **copyright licenses.**

3 33. The Association manages and coordinates significant expenditures related to the
4 Burbank Show Choirs. The expenses incurred by the Association during the 2014-15 school
5 year include, for example:

- 6 • \$198,000 for outside choir services;
- 7 • \$89,000 on travel expenses for their competition choirs.
- 8 • \$65,484 for equipment needed for their competitive choirs.
- 9 • \$35,900 for custom arrangements, including \$20,750 to Josh Greene;
- 10 • \$25,000 for lighting; and
- 11 • \$98,910 for costumes.

12 34. Despite these large expenditures to other vendors, Defendants have refused to
13 pay for copyright licenses that are required for the operations of the Burbank Show Choirs.

14 35. In fact, none of the Defendants has ever once obtained a single custom
15 arrangement license for any of the custom arrangements they have helped create, commission,
16 record and disseminate related to the Burbank Show Choirs.

17 36. Similarly, none of the Defendants has ever paid any songwriter or rights holder
18 a single dollar for the custom arrangements that Defendants created, commissioned, recorded
19 and disseminated related to the Burbank Show Choirs—even though those custom
20 arrangements are based on the music created by the various songwriters and/or rights holders.

21 37. Similarly, none of the Defendants has ever obtained a single synchronization
22 license for any audio-visual recording ever made of the Burbank Show Choirs.

23 38. Similarly, none of the Defendants has ever obtained a single synchronization
24 license for the hundreds of audio-visual recordings made of the many show choirs who have
25 participated in the Burbank Blast.

26 39. Similarly, none of the Defendants has ever obtained a single grand right license
27 for any performance by the Burbank Show Choirs.
28

1 40. Similarly, none of the Defendants has ever obtained a single grand right license
2 for the hundreds of show choir performances given by the many show choirs who have
3 participated in the Burbank Blast.

4 41. From 2010 through 2015, music arranger Josh Greene duplicated audio
5 recordings of his arrangements and sent them to Defendant Carroll at Mr. Carroll's direction.
6 Mr. Carroll then further disseminated the arrangements to his choir members without
7 obtaining the required mechanical license. No other Defendant obtained the required
8 mechanical license for these activities.

9 42. Defendants authorized and/or directed that the videos made by Haakon Sundry
10 be posted on YouTube, and these videos can be viewed worldwide. In addition, DVDs and
11 access to videos were sold by the Association and Sundry. However, no Defendant obtained
12 the required copyright licenses for any of these activities.

13 **Defendants' Infringement**

14 43. From 2010 to 2016, Defendants (other than the Sundrys) have arranged or
15 caused the arrangement, without license, of at least the compositions in the following table:

16 Year	Song title	Publisher(s)	Exclusive right	Permissive right
17 2014	1999	NPG MUSIC PUBLISHING		
18 2014	(I've Had) The Time of My Life	PEN SONY/ATV WORLDSONG	*	
19 2016	A HAZY SHADE OF WINTER	MUSIC SALES CORP	*	
20 2014	AIRPLANES	UMPG WARNER	*	
21 2015	ALL ABOUT THE BENJAMINS	SONY/ATV EMI WARNER	*	
22 2015	ALL OR NOTHING	CURB WORDSPRING MUSIC		*
23 2013	ALL THIS TIME	KOBALT SONY/ATV	*	
24 2013	AROUND THE WORLD	TUNECORE PUBLISHING	*	
25 2014	AT THE END OF THE DAY	WARNER	*	

Year	Song title	Publisher(s)	Exclusive right	Permissive right
2016	BEAUTIFUL NOW	BMG DOWNTOWN KOBALT TRI STAR SPORTS AND ENT	*	
2016	BEAUTIFUL THINGS	CAPITOL CMG	*	
2016	BEAUTY AND A BEAT	KOBALT UMPG	*	
2014	BEAUTY AND THE BEAST	WALT DISNEY MUSIC CO	*	
2014	BORN TO BE SOMEBODY	REALSONGS		*
2013	BRAVE NEW WORLD	SONY/ATV WIXEN	*	
2016	CALENDAR GIRL	SONY/ATV EMI UMPG	*	
2016	CALIFORNIA GURLZ	KOBALT PULSE RECORDINGS SONY/ATV EMI UMPG WARNER	*	
2013	CLOSER TO THE EDGE	UMPG	*	
2013	CONQUEST	WARNER		*
2013	COULD YOU BELIEVE	UMPG WARNER	*	
2016	DARK WALTZ	UMPG	*	
2013	DELILAH	SONY/ATV EMI	*	
2013	DON'T FORGET ME	WARNER		*
2013	EDGE OF GLORY	SONY/ATV UMPG WARNER	*	
2013	EVERYBODY LOVES ME	KOBALT SONY/ATV	*	
2013	EXPRESS YOURSELF	UMPG WARNER	*	
2014	FAME (I'M GONNA LIVE FOREVER)	SONY/ATV EMI	*	
2013	FATHER FIGURE	WARNER		*
2016	FROZEN	SONY/ATV EMI WARNER	*	
2016	GIRL FOR ALL SEASONS	BMG UMPG WARNER	*	
2013	GOOD LIFE	KOBALT SONY/ATV	*	
2016	GRAZING IN THE GRASS VOCAL	KOBALT	*	
2013	HAVE A LITTLE FAITH IN ME	UMPG	*	

Year	Song title	Publisher(s)	Exclusive right	Permissive right
2014	HEART'S ON FIRE	SONY/ATV EMI	*	
2014	HOLDING OUT FOR A HERO	SONY/ATV	*	
2014	HOT IN HERE	SONY/ATV EMI SWING T PUBLISHING UMPG	*	
2013	I LOVE ROCK N ROLL	KOBALT	*	
2014	I WANNA BE RICH	SONY/ATV	*	
2015	I WANT IT ALL	SONY/ATV EMI	*	
2014	IT WON'T BE LONG NOW (FROM 'IN THE HEIGHTS')	WILLIAMSON MUSIC CO.-A DIV. OF RODGERS AND HAMMERSTEIN	*	
2015	KING OF PAIN	SONY/ATV EMI	*	
2014	KISS	NPG MUSIC PUBLISHING		
2014	KISS THE GIRL	WALT DISNEY MUSIC CO	*	
2014	LET IT GO	WALT DISNEY MUSIC CO	*	
2014	LET'S GO CRAZY	NPG MUSIC PUBLISHING UMPG		
2015	LIFE AND DEATH	BMG	*	
2013	LIGHTS	BMG DOWNTOWN SONY/ATV	*	
2013	LOST	UMPG	*	
2013	LOVE IS A BATTLEFIELD	MUSIC AND MEDIA UMPG	*	
2014	LOVE STORY	SONY/ATV	*	
2011	MAGIC	PEN	*	
2014	MANIAC	SONY/ATV EMI WARNER	*	
2015	MONEY MAKES THE WORLD GO ROUND (FROM 'CABARET')	CARLIN	*	
2014	MONTAGE	SONY/ATV	*	
2016	MY LOVIN'	SONY/ATV EMI	*	
2015	NATALIE	BMG KOBALT SONY/ATV EMI UMPG WARNER	*	
2014	ON BROADWAY	SONY/ATV EMI	*	

Year	Song title	Publisher(s)	Exclusive right	Permissive right
2013	ONE NIGHT IN BANGKOK	UMPG	*	
2016	OPERA SINGER	WIXEN		*
2014	OWN IT	BMG	*	
2015	REEL ME IN	UMPG	*	
2014	RHINESTONE COWBOY	WARNER		*
2014	ROADIE	KOBALT	*	
2013	ROLL THE DICE	WALT DISNEY MUSIC COMPANY	*	
2014	ROYALS	SONGS MUSIC PUBLISHING SONY/ATV EMI	*	
2013	SAVE THE WORLD TONIGHT	BMG KOBALT UMPG	*	
2014	SO THIS IS LOVE	WALT DISNEY MUSIC CO	*	
2016	SOAK UP THE SUN	OLE MEDIA MGMT RESERVOIR	*	
2014	SOME ENCHANTED EVENING (FROM 'SOUTH PACIFIC')	WILLIAMSON MUSIC CO.-A DIV. OF RODGERS AND HAMMERSTEIN	*	
2015	SOMETHING TO BELIEVE IN	UMPG	*	
2013	THE CATALYST	UMPG	*	
2014	THE FRESH PRINCE OF BEL-AIR	UMPG	*	
2014	The Lonely Goatherd	WILLIAMSON MUSIC CO.-A DIV. OF RODGERS AND HAMMERSTEIN	*	
2013	THE OTHER SIDE	BMG DOWNTOWN KOBALT SONY/ATV UMPG WARNER WIXEN	*	
2014	THE QUEEN	SONY/ATV WARNER	*	
2014	The Touch	SONY/ATV	*	
2013	THIS IS THE NIGHT	BMG WARNER	*	
2016	TIME OF THE SEASON	MARQUIS SONGS USA		*

Year	Song title	Publisher(s)	Exclusive right	Permissive right
2014	TRUE TO YOUR HEART	WALT DISNEY MUSIC CO	*	
2016	TURN! TURN! TURN! (TO EVERTHING THERE IS A SEASON)	RICHMOND ORGANIZATION	*	
2015	UPTOWN FUNK	BMG IMAGEM NEW SONGS ADMIN SONGS MUSIC PUBLISHING SONY/ATV UMPG WARNER	*	
2013	WAR AT HOME	BMG	*	
2013	WE GOT THE BEAT	UMPG	*	
2014	WHAT A FEELING	SONY/ATV WARNER	*	
2014	What I Was Born to Do	WARNER		*
2014	WHAT MAKES YOU BEAUTIFUL	BMG KOBALT SONY/ATV EMI	*	
2016	WHEN AUTUMN COMES	BMG BRONX FLASH RESERVOIR WARNER	*	
2014	WHEN DOVES CRY	UMPG		
2014	WHEN I GET MY NAME IN LIGHTS	WARNER		*
2016	WHEN OCTOBER GOES	UMPG WARNER	*	
2014	WHOLE NEW WORLD, A (ALADDIN'S THEME)	WALT DISNEY MUSIC CO	*	
2013	WITHOUT YOU	SHAPIRO BERNSTEIN SONY/ATV EMI	*	
2014	YOU'VE GOT THE TOUCH	SONY/ATV	*	
			79	10

44. Other than the publisher, Tresóna is the only authorized issuer in the United States and Canada for the 79 infringed songs in the column entitled “Exclusive right” (the “Tresóna Exclusive Songs”).

45. Tresóna has a permissive but non-exclusive right to issue licenses for the 10 infringed songs in the column entitled “Permissive right” (the “Tresóna Permissive Songs”).

1 46. Tresóna discovered the infringements referenced above in approximately
2 November 2014.

3 47. If Defendants had obtained the required licenses for the Tresóna Exclusive
4 Songs, those licenses would have had to be obtained through Tresóna's Licensing Exchange,
5 and Tresóna would have received its licensing fee for those licenses.

6 48. If Defendants had obtained the required licenses for the Tresóna Permissive
7 Songs, there is a reasonable likelihood that some or all of those licenses would have been
8 obtained through Tresóna's Licensing Exchange, and Tresóna would have received its
9 licensing fee for those licenses.

10 **Brett Carroll's misinformation campaign to the show choir community**

11 49. Defendant Brett Carroll has used his position of prominence in the show choir
12 community to encourage others not to get licensing that is required by copyright law. For
13 example, Mr. Carroll has told others that it is legal for a show choir to obtain a mechanical
14 license for a copyrighted composition, and then create a custom arrangement and perform the
15 custom-arranged composition publicly. That is untrue because a mechanical license does not
16 authorize that activity.

17 50. Mr. Carroll has been informed many times, by Tresóna and others, that a
18 mechanical license does not grant the legal right to create a custom arrangement or perform a
19 custom-arranged composition publicly. However, Mr. Carroll, acting for himself and the
20 other Defendants (except the Sundrys), has ignored those repeated warnings.

21 51. The infringement in which Mr. Carroll has been involved is egregious and
22 willful. He has knowingly given advice to others urging them to violate copyright law.

23 **Tresóna's unsuccessful efforts to convince Defendants to pay for required licenses.**

24 52. Tresóna has been asking for Defendants to pay the required license fees since
25 December 2014. Tresóna has sent emails and letters to Defendant Carroll and others
26 affiliated with the Association in an attempt to address the issue of Defendants' extensive
27 infringement. In these communications, Greenburg identified himself as the president of
28 Tresóna and included Tresóna's Arizona address in the signature block. In December 2014,
Greenburg received a response from Michael Bertram, the principal at Burbank High School,

1 refusing to arrange for the purchase of custom arrangement licenses. Mr. Bertram later
2 emailed Greenburg in January 2015, stating that he would not respond to any further emails
3 from Tresóna.

4 53. In January 2015, Mark Greenburg from Tresóna and Michael Eames, President
5 of the Association of Independent Music Publishers and President of PEN Music Group, met
6 with Dr. John Paramo. Dr. Paramo is the assistant school superintendent affiliated with
7 Burbank and had the power to stop the infringing activities referenced in this Complaint. Mr.
8 Paramo stated in the meeting that (1) it was an embarrassment that the necessary licensing
9 fees had not been paid, (2) that he was familiar with copyright law because he had just
10 completed his doctorate and had to be very careful about footnoting in his thesis, and (3) he
11 would see that the appropriate license fees were paid and that Tresóna should send him a bill
12 for those fees. However, once Tresóna sent Mr. Paramo the requested bill, Defendants
13 “lawyered up” and refused to pay anything.

14 54. Because Tresóna has been trying for more than a year to convince Defendants to
15 comply with copyright law, Defendants are well aware of the copyright issues addressed
16 above. Their former custom arranger, Josh Greene, is also aware of those issues and informed
17 the defendants that he would not be able to make any further arrangements without obtaining
18 the required custom arrangement licenses. Therefore, Defendants used a different arranger in
19 2016 to create the illegal custom arrangements to be used by the Burbank Show Choirs.
20 Defendants have concealed the name of this arranger to everyone involved, including even
21 their own choreographer. Defendants’ effort to conceal the name of the arranger helps
22 confirm that Defendants knew they needed copyright licenses they did not have, and that
23 Defendants wanted to conceal that fact.

24 55. One rights holder who has not been paid as a result of Defendants’ infringement
25 is PEN Music Group, Inc. (“PEN Music”). PEN Music is a very small publisher that owns
26 part of the infringed works “(I’ve Had) the Time of My Life” and “Magic.” PEN Music was
27 started by Michael Eames above a garage in Laurel Canyon. Mr. Eames runs PEN Music
28 because he loves music and songwriting, and when people like Defendants steal music such

1 as “(I’ve Had) the Time of My Life” and “Magic,” it causes real hardship to PEN Music and
2 Mr. Eames.

3 56. Another rights holder who has not been paid is The Royalty Network, an
4 independent publisher whose employees strive to make sure the writers they publish are able
5 to make a living from their music.

6 **Infringement of “(I’ve Had) the Time of My Life”**

7 57. “(I’ve Had) the Time of My Life” is registered with the U.S. Copyright Office
8 as registration number SR0000102306.

9 58. Tresóna entered into an agreement with PEN Music effective September 1,
10 2010 (“PEN Licensing Agreement”).

11 59. In the PEN Licensing Agreement, PEN Music granted to Tresóna “the
12 exclusive, non-transferable right...to (i) issue Copyright Use Licenses to the Classification of
13 Trade for Publisher Compositions.” Under the PEN Licensing Agreement, “Copyright Use
14 Licenses” are defined as “Synchronization Licenses, Custom Arrangement Licenses, Grand
15 right licenses, [and] Dramatic Rights Licenses.”

16 60. The works covered by the PEN Licensing Agreement include “(I’ve Had) the
17 Time of My Life.”

18 61. PEN granted Tresóna an exclusive right under 17 U.S.C. § 106 and Tresóna has
19 standing to bring this action.

20 62. Defendants never obtained custom arrangement licenses, synchronization
21 licenses, mechanical licenses, or grand right licenses for use of “(I’ve Had) The Time of My
22 Life.”

23 63. The Burbank Show Choir “In Sync” gave at least six paid performances of
24 “(I’ve Had) the Time of My Life” during 2013-2014 without obtaining a custom arrangement
25 license, grand right license, synchronization license, or mechanical license. One of those paid
26 performances was at the 2013-2014 Burbank Blast. In fact, Defendant Brett Carroll
27 personally performed “(I’ve Had) The Time of My Life” on stage with the Association during
28 the 2013-2014 Burbank Blast without any copyright license to do so.

1 64. Gate receipts for paid performances sponsored by the Association during 2013-
2 2014 totaled about \$230,858.

3 65. Upon information and belief, infringing performances of “(I’ve Had) the Time
4 of My Life” occurred at every paid performance sponsored by the Association during 2013-
5 2014.

6 66. The Association sponsored and promoted the events at which the infringing
7 performances of “(I’ve Had) the Time of My Life” occurred.

8 67. At the time the infringing performances of “(I’ve Had) the Time of My Life”
9 occurred, all Defendants (except the Sundrys) knew that the performances infringed the “(I’ve
10 Had) the Time of My Life” copyright.

11 **Infringement of “Magic”**

12 68. “Magic” is registered with the U.S. Copyright Office as registration number
13 PAu000206407.

14 69. The works covered by the PEN Licensing Agreement include “Magic.”

15 70. Defendants never obtained custom arrangement licenses, synchronization
16 licenses, mechanical licenses, or grand right licenses for use of “Magic.”

17 71. The Burbank Show Choir “In Sync” gave at least seven paid performances of
18 “Magic” during 2010-2011 without obtaining a custom arrangement license, grand right
19 license, synchronization license, or mechanical license. One of those paid performances was
20 at the 2010-2011 Burbank Blast.

21 72. Gate receipts for paid performances sponsored by the Association during 2013-
22 2014 totaled about \$186,000.

23 73. Upon information and belief, infringing performances of “Magic” occurred at
24 every paid performance sponsored by the Association during 2010-2011.

25 74. The Association sponsored and promoted the events at which the infringing
26 performances of “Magic” occurred.

27 75. At the time the infringing performances of “Magic” occurred, all Defendants
28 except the Sundrys) knew that the performances infringed the “Magic” copyright.

1 **Defendants sponsored and got money from from copyright infringement by third parties**
2 **at the Burbank Blast**

3 76. Defendants knowingly permitted and obtained money from copyright
4 infringement at the Burbank Blast.

5 77. For several years, the Association charged an admission fee for people to see
6 performances at the Burbank Blast.

7 78. The gate receipts for the paid performances are significant. For example, in the
8 most recent school year for which figures are known, 2014-2015, the Association collected
9 \$215,799 related to the Burbank Blast and other paid concerts promoted and hosted by the
10 Association.

11 79. Though the Association received extensive revenues from operating the
12 Burbank Blast, no Defendant ever obtained custom arrangement licenses, synchronization
13 licenses, mechanical licenses, or grand right licenses for any of the performances that
14 occurred at the Burbank Blast.

15 80. Though the Association received extensive revenues from operating the
16 Burbank Blast, no Defendant ever ensured that any participating choirs obtained custom
17 arrangement licenses, synchronization licenses, mechanical licenses, or grand right licenses
18 for any of the performances that occurred at the Burbank Blast.

19 81. Though the Association received extensive revenues from operating the
20 Burbank Blast, no Defendant ever advised any of the participating choirs that they should
21 obtain, or even consider obtaining, custom arrangement licenses, synchronization licenses,
22 mechanical licenses, or grand right licenses for any of the performances that occurred at the
23 Burbank Blast.

24 82. All Defendants knew that widespread copyright infringement occurred at the
25 Burbank Blast, but encouraged and permitted it to happen to serve their own financial and
26 other interests.

27 83. Two Tresóna musical compositions were infringed at the Burbank Blast, as
28 follows:

“Don’t Phunk with My Heart”

1 84. At the 2014-2015 Burbank Blast a Jon Burroughs High School show choir
2 called Men at Work performed “Don’t Phunk with My Heart.”

3 85. The Royalty Network is a rights holder for the song “Don’t Phunk with My
4 Heart,” which is registered with the U.S. Copyright Office as registration number
5 PA0001340072.

6 86. Tresóna entered into an agreement with The Royalty Network on November 17,
7 2014 (“Royalty Network Licensing Agreement”).

8 87. The Royalty Network Licensing Agreement granted Tresóna “the exclusive,
9 non-transferable right...to (i) issue Copyright Use Licenses to the Classification of Trade for
10 Publisher Compositions.” Under the Royalty Network Licensing Agreement, “Copyright Use
11 Licenses” is defined as “Synchronization Licenses, Custom Arrangement Licenses, Grand
12 right licenses, [and] Dramatic Rights Licenses.”

13 88. The Royalty Network granted Tresóna an exclusive right under 17 U.S.C. § 106
14 for the infringement of “Don’t Phunk with My Heart,” and Tresóna has standing to bring this
15 action.

16 **“Hotel California”**

17 89. At the 2015-2016 Burbank Blast, a Jon Burroughs High School show choir
18 called Powerhouse performed “Hotel California.”

19 90. PEN Music Group is a rights holder for the song “Hotel California,” which is
20 registered with the U.S. Copyright Office as registration number PA0000045103.

21 91. The works covered by the PEN Licensing Agreement include “Hotel
22 California.”

23 92. PEN Music Group granted Tresóna an exclusive right under 17 U.S.C. § 106
24 and Tresóna has standing to bring this action.

25 93. All Defendants have vicarious and contributory liability related to the copyright
26 infringements alleged below.
27
28

CLAIMS FOR RELIEF

COUNT ONE

**(COPYRIGHT INFRINGEMENT – Custom Arrangement Licenses)
(All Defendants except the Sundrys)**

94. Tresóna incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

95. By failing to get required custom arrangement licenses, Defendants (except the Sundrys) infringed Tresóna’s copyrights in the songs “(I’ve Had) The Time of My Life” and “Magic” in violation of 17 U.S.C. § 501 *et seq.*

96. Tresóna suffered damages as a result of that infringement.

COUNT TWO

**(COPYRIGHT INFRINGEMENT – Synchronization Licenses)
(All Defendants)**

97. Tresóna incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

98. By failing to get required synchronization licenses, Defendants infringed Tresóna’s copyrights in the songs “(I’ve Had) The Time of My Life” and “Magic” in violation of 17 U.S.C. § 501 *et seq.*

99. Tresóna suffered damages as a result of that infringement.

COUNT THREE

**(COPYRIGHT INFRINGEMENT – Grand right licenses)
(All Defendants except the Sundrys)**

100. Tresóna incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

101. By failing to get required grand right licenses, Defendants (except the Sundrys) infringed Tresóna’s copyrights in the songs “Don’t Phunk with My Heart,” “Hotel California,” “(I’ve Had) The Time of My Life” and “Magic” in violation of 17 U.S.C. § 501 *et seq.*

102. Tresóna suffered damages as a result of that infringement.

1 **COUNT FOUR**
2 **(INTENTIONAL INTERFERENCE WITH BUSINESS EXPECTANCY)**
3 **(All Defendants)**

4 103. Tresóna incorporates by reference each and every allegation contained in the
5 preceding paragraphs as though fully set forth herein.

6 104. Tresóna had a business expectancy in, among other things, providing the
7 licenses that should have been obtained by Defendants.

8 105. Defendants knew this.

9 106. Defendants wrongfully interfered with Tresóna's business expectancy by,
10 among other things,

11 a. Violating copyright law related to the musical compositions of Tresóna
12 and others; and

13 b. Falsely telling others they did not need to obtain copyright licenses, or
14 that they could obtain an incorrect type of copyright licenses; and

15 c. Encouraging others to ignore copyright law related to the musical
16 compositions of Tresóna and others.

17 107. Tresóna has been damaged as a result of said interference.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Tresóna prays that the Court enter judgment against Defendants as
20 follows:

- 21 A. For an award of actual damages and all profits derived from the authorized use
22 or, where applicable and at Tresóna's election, statutory damages pursuant to 17
23 U.S.C. § 504(c), which shall include statutory damages in an amount up to
24 \$150,000 per copyright infringement as a result of Defendants' willful
25 infringement;
- 26 B. That Defendants and their successors, agents, representatives, assigns,
27 employees, and all persons who act in concert with them be permanently
28 enjoined from committing any acts of infringement;

- 1 C. For compensatory, incident, and consequential damages in an amount to be
2 proven at trial;
- 3 D. For punitive damages in an amount to be proven at trial;
- 4 E. For Tresóna’s reasonable attorneys’ fees and costs incurred pursuant to 17
5 U.S.C. § 505 and other law;
- 6 F. For interest at the highest rate allowed by law from the earliest time permitted
7 by law until the judgment is paid in full; and
- 8 G. For such other and further relief as the Court deems just and proper.

9 RESPECTFULLY SUBMITTED this 19th day of April, 2016.

10 **DENTON PETERSON, P.C.**

11 /s/ Brad A. Denton

12 Brad A. Denton

13 Larry A. Dunn

14 Elena J. Cottam

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17 *Attorneys for Tresóna Multimedia, LLC*