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8

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 JULIE MOSS, an individual; and  
MARK MILLER, an individual,

13 Plaintiffs,

14 v.

15 LISA DAWN MILLER, an individual;  
16 RON MILLER SONGBOOK  
PUBLISHING LLC, a California  
17 limited liability company; RON  
MILLER LEGACY SONGTRUST  
18 LLC, a California limited liability  
company, SONY MUSIC  
19 PUBLISHING (US) LLC, a Delaware  
limited liability company; and DOES 1-  
20 10,

21 Defendants.

Case No. 2:23-cv-07424

**COMPLAINT FOR:**

**(1) DECLARATORY RELIEF RE:  
INVALID COPYRIGHT  
TERMINATION NOTICES**

**(2) DECLARATORY RELIEF RE:  
DIRECT PAYMENT**

**(3) ACCOUNTING**

**(4) CONSTRUCTIVE TRUST**

**DEMAND FOR JURY TRIAL**

Frankfurt Kurnit Klein + Selz PC  
2029 Century Park East, Suite 2500N  
Los Angeles, California 90067  
P (310) 579-9600

1 Plaintiffs Julie Moss (“**Julie**”)<sup>1</sup> and Mark Miller (“**Mark**,” together with  
2 Julie, “**Plaintiffs**” ), by and through their undersigned attorneys, complain against  
3 defendants Lisa Dawn Miller (“**Lisa**”), Ron Miller Songbook Publishing LLC  
4 (“**Songbook**”), Ron Miller Legacy Songtrust LLC (“**Songtrust**”), Sony Music  
5 Publishing (US) LLC (“**Sony**”), and Does 1 through 10 (collectively, “**Defendants**”)  
6 as follows:

7 **NATURE OF THE ACTION**

8 1. Ron Miller (“**Ron**”) was a prolific American songwriter and record  
9 producer who, among other efforts, wrote for Motown artists in the 1960s and 1970s  
10 and attained numerous Top 10 hits, including “For Once in My Life,” “Touch Me in  
11 the Morning,” and “Heaven Help Us All.” Ron’s songs have been recorded and  
12 performed by some of the most popular artists of all time, including Stevie Wonder,  
13 Diana Ross, and even Justin Bieber.

14 2. Ron had two children—Julie and Mark—from his first marriage. With  
15 his second wife, Aurora Miller (“**Aurora**”), Ron had two more children, Lisa and  
16 Angel Miller (“**Angel**”). Aurora also had two children from a previous marriage—  
17 Debbie and Gary—who are half-siblings to Lisa and step-siblings to Julie and Mark.  
18 Ron and Aurora separated in 1971 and, while they never divorced, Ron spent the  
19 final years of his life with his companion Janis Waller.

20 3. On July 23, 2007, Ron died in Santa Monica, California. At the time of  
21 Ron’s death, by operation of law, Ron’s estranged wife, Aurora, became entitled to  
22 a 50% interest in Ron’s copyright termination interest under the 1976 Copyright Act  
23 and Ron’s four biological children—Julie, Mark, Lisa, and Angel—each became  
24 entitled to a 12.5% interest in Ron’s copyright termination interest under the 1976  
25 Copyright Act.

26  
27 <sup>1</sup> First names are used throughout solely for ease of reference because many of the  
28 parties share a common last name.

1           4. That was not good enough for Lisa who wanted complete control over  
2 Ron's legacy to bolster her own fledgling music career. Since Lisa did not possess a  
3 controlling majority of the copyright termination interest under the 1976 Copyright  
4 Act, Lisa launched a scheme to usurp control of Aurora's 50% interest to Lisa's own  
5 personal benefit. First, Lisa exerted undue influence over an aging and sick Aurora  
6 to coerce Aurora into executing notices of copyright termination. Then, Plaintiffs  
7 are informed and believe, and based thereon allege, that as Aurora's health  
8 continued to decline, Lisa began forging Aurora's signature on notices of copyright  
9 termination. By the time Aurora became incapacitated due to illness, Lisa was  
10 acting entirely on her own to issue notices of copyright termination in Aurora's  
11 name. When Aurora lapsed into a coma on March 20, 2016, Lisa kept her mother  
12 alive in a vegetative state against doctor's advice and sibling's wishes. While  
13 Aurora was in a coma, Lisa continued to issue notices of copyright termination in  
14 Aurora's name.

15           5. Lisa immediately began to exploit, to her own sole benefit, the ill-  
16 gotten reverted copyrights in Ron's songs based upon the invalid and fraudulent  
17 notices of copyright termination. Lisa launched the eponymous LDM Publishing to  
18 market and brand Ron's song catalogue alongside Lisa's own original songs on a  
19 website emblazoned with Lisa's image. Eventually Lisa signed a publishing deal  
20 with Defendant Sony, from which Julie and Mark have not received a penny.  
21 Despite Sony's stated willingness to provide Julie and Mark with a copy of the  
22 agreement and account to Julie and Mark directly, Lisa has blocked any  
23 transparency and payment to statutory heirs Julie and Mark. Lisa maintains she  
24 must be in complete and total control to the exclusion of the other statutory heirs.

25           6. This action seeks to end Lisa's abuses and usurpation, and return  
26 rightful control of Ron's termination interest to each of his four children equally as  
27 intended under the 1976 Copyright Act.

28

**PARTIES**

1  
2 7. Plaintiff Julie Moss is, and at all relevant times mentioned herein was,  
3 an individual residing in London, England.

4 8. Plaintiff Mark Miller is, and at all relevant times mentioned herein was,  
5 an individual residing in Los Angeles County, California.

6 9. Defendant Lisa Dawn Miller is, and at all relevant times mentioned  
7 herein was, an individual residing in Los Angeles County, California.

8 10. Defendant Ron Miller Songbook Publishing LLC is a California  
9 limited liability company organized on June 16, 2017 by Defendant Lisa Dawn  
10 Miller, its sole Managing Member, and existing under the laws of the state of  
11 California, with its principal place of business in Tarzana, California. Upon  
12 information and belief, Songbook is doing business as LDM Publishing.

13 11. Defendant Ron Miller Legacy Songtrust LLC is a limited liability  
14 company organized on November 16, 2021 by Defendant Lisa Dawn Miller, its sole  
15 Managing Member, and existing under the laws of the state of California, with its  
16 principal place of business in Tarzana, California. Upon information and belief,  
17 Songtrust is doing business as LDM Publishing.

18 12. Defendant Sony Music Publishing (US) LLC, formerly Sony/ATV  
19 Music Publishing, is, and at all relevant times mentioned herein was, a Delaware  
20 limited liability company with its principal place of business in New York, New  
21 York.

22 13. Plaintiffs are unaware of the true names and capacities of the  
23 defendants sued herein as Does 1 through 10, inclusive, and therefore sue these  
24 defendants by such fictitious names. Plaintiffs are informed and believe, and on that  
25 basis allege, that each of the fictitiously named defendants is liable to Plaintiffs in  
26 some manner for the causes of action alleged herein. Plaintiffs will seek leave to  
27 amend this Complaint to allege the true names and capacities of the fictitiously  
28 named defendants when their identifies have been ascertained.

1 **JURISDICTION AND VENUE**

2 14. This Court has subject matter jurisdiction over this action pursuant to  
3 28 U.S.C. § 1338(a) (action arising under the Copyright Act); 28 U.S.C. § 1331  
4 (federal question); and 28 U.S.C. § 1367 (supplemental jurisdiction).

5 15. This Court has personal jurisdiction over each of the Defendants  
6 because: (a) each of Defendants Lisa, Songbook, and Songtrust are domiciled in the  
7 state of California, (b) Defendant Sony regularly conducts business and has  
8 extensive contacts in this jurisdiction and the state of California, and (c) a  
9 substantial part of the events giving rise to the claims set forth herein occurred in the  
10 state of California.

11 16. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because  
12 Defendants are subject to the personal jurisdiction of this Court and a substantial  
13 part of the events or omissions giving rise to Plaintiffs’ claims occurred in this  
14 district.

15 **FACTUAL ALLEGATIONS**

16 **The Copyright Termination Interest**

17 17. In 1976, Congress passed a new Copyright Act (the “**1976 Copyright**  
18 **Act**”). One purpose of the 1976 Copyright Act was to preserve an author’s ability to  
19 renegotiate the terms of long-term copyright licenses following an increase in the  
20 value of the copyrighted asset. Essentially, the law gave authors the ability to  
21 terminate long-term licenses of their works in order to renegotiate or enter into new  
22 deals based upon the increased value of their works.

23 18. Accordingly, under the 1976 Copyright Act (17 U.S.C. §§ 203 and  
24 304(c)):

25 a. for any copyright license executed before January 1, 1978, an  
26 author has an unalienable right to terminate a copyright license: (i) fifty-six (56)  
27 years from the date copyright was originally secured, or (ii) beginning on January 1,  
28 1978, whichever is later; and,

1           b.       for any copyright license executed on or after January 1, 1978,  
2 an author has an unalienable right to terminate a copyright license: (i) after thirty-  
3 five (35) years from the date of the license, or (ii) if the license covers the right of  
4 publication of the work, after thirty-five (35) years from the date of publication of  
5 the work or after forty (40) years from the date of the license, whichever term ends  
6 earlier (collectively, the “**Copyright Termination Interest**”).

7           19.     In the event an author dies prior to the author’s ability to exercise their  
8 Copyright Termination Interest, the author’s Copyright Termination Interest is  
9 owned, and may be exercised, by the author’s statutory heirs. Where an author is  
10 survived by a widow and children, the widow owns 50% of the Copyright  
11 Termination Interest and the other 50% of the Copyright Termination Interest is  
12 divided equally among the author’s surviving children. In the event the author’s  
13 widow also dies prior to exercising the Copyright Termination Interest, the entire  
14 Copyright Termination Interest is divided equally among the author’s surviving  
15 children.

16           20.     To effectuate the termination of a copyright license, persons holding a  
17 majority of the Copyright Termination Interest must serve notices of termination on  
18 the copyright licensee within a specific timeframe (permitting notices to be served  
19 up to 10 years in advance of the actual effective date of the termination) and must  
20 record the notice with the Copyright Office before the effective date of the  
21 termination.

22           21.     In the event of a valid termination under the 1976 Copyright Act, all  
23 the rights covered by the terminated copyright license revert to the Copyright  
24 Termination Interest holders according to their proportionate shares (the “**Reverted**  
25 **Copyrights**”). Importantly, when a valid termination notice is served and recorded  
26 in advance of the effective date of the termination, the Reverted Copyrights are  
27 apportioned among the Copyright Termination Interest holders according to their  
28 shares of the Copyright Termination Interest as of the date of the notice, not the

1 effective date of the termination. For example, if a termination notice is served  
2 while the author's widow is alive, but the termination does not become effective  
3 until after the author's widow is dead, the widow's estate would be entitled to 50%  
4 of the Reverted Copyrights (instead of those rights being equally divided among the  
5 author's surviving children).

6 **Lisa Usurps Control Of The Copyright Termination Interest**

7 22. On July 23, 2007, Ron died in Santa Monica, California.

8 23. As of Ron's death, by operation of Sections 203 and 304(c) of the 1976  
9 Copyright Act, Aurora became entitled to exercise 50% of the Copyright  
10 Termination Interest and each of Julie, Mark, Lisa, and Angel became entitled to  
11 exercise 12.5% of the Copyright Termination Interest.

12 24. At the time of Ron's death, Aurora was 74 years old and in declining  
13 health.

14 25. Plaintiffs are informed and believe, and based thereon allege, that Lisa  
15 redirected all royalties from Ron's estate due and owing to Aurora to go to Lisa,  
16 such that Aurora became financially dependent on Lisa.

17 26. Unable to act unilaterally to exercise the Copyright Termination  
18 Interest with a 12.5% share only, upon information and belief, Lisa used her position  
19 of trust and confidence as Aurora's daughter and primary financial caretaker to  
20 unduly influence a vulnerable Aurora who was of advanced age and declining  
21 health.

22 27. From 2009 to 2012, Lisa unduly influenced Aurora to sign the  
23 following:

24 a. the Notice of Termination dated August 27, 2009, attached  
25 hereto and incorporated herein as **Exhibit 1**, sent to EMI Music Publishing Inc. and  
26 EMI Blackwood Music Inc. purporting to terminate the license relating to the songs  
27 "After The Ball," "Are You Free," "Can't We Try," "Climb Up On That Mountain,"  
28 "I Need A Man," "I Won't Remember Ever Loving You," "If I Was A Man," "If You

1 Take Away The Pain Until The Morning,” It Hurts So Nice,” “Johnny Doesn’t Love  
2 Here Anymore,” “Latin Lovers,” “Nunca He Ido A Mi,” “Over Me,” “People Don’t  
3 Come True,” “Rainbows,” “Richie’s Song,” “The Last Song,” “To Be Or Not To  
4 Be,” “Used To Be,” “When Mama Gets The Night Out Of Her Eyes,” “You Moved  
5 A Mountain,” and “You’re Home” (“**Termination Notice 1**”);

6 b. the Notice of Termination dated September 30, 2009, attached  
7 hereto and incorporated herein as **Exhibit 2**, sent to EMI Music Publishing Inc. and  
8 EMI Blackwood Music Inc. purporting to terminate the license relating to the song  
9 “Bedtime For Toys” (“**Termination Notice 2**”);

10 c. the Notice of Termination dated July 7, 2010, attached hereto  
11 and incorporated herein as **Exhibit 3**, sent to EMI Music Publishing Inc. and EMI  
12 Blackwood Music Inc. purporting to terminate the license relating to the songs “A  
13 Little Bit Crazy For Me,” “A Part Of Me,” “A Warmer World,” “A Woman’s  
14 Place,” “An Affair Of The Heart,” “And There You Were,” “Ask Me What My  
15 Name Is,” “Bedtime For Toys,” “Better Men Than Me,” “Close Your Eyes,” “Give  
16 Your Heart A Chance,” “I’m In Love,” “It Rained Again Today,” “It Wasn’t My  
17 Turn,” “Let Love Be,” “Like,” “Little Miss Loser,” “Little People’s Gold,” “Love’s  
18 Not A Nursery Rhyme,” “Mama Llama,” Maybe Today,” “Mercy! Mercy! Mercy!,”  
19 “Mister Sad,” “My Kind Of Music,” “My Way,” “No Bad Habits But Joe,” “Poor  
20 Japanese Boy,” “Shall I Try Again,” “Shy Girl,” “So Glad They Stuck Around,”  
21 “Something For My Heart,” “Takes All Kinds Of People,” “The Bitter And The  
22 Sweet,” “The Devil In Me,” “The Prime Of My Life,” “The Smile On Your Face,”  
23 “The World Belongs To You,” “To Every Young Heart,” “Two Songs,” “Two  
24 Strangers,” “Waitin’ Out The Blue,” “When I’ve Forgotten How To Love You,”  
25 “Where’s The Wine,” “Who But A Fool,” “Won’t You Do It Anyway,” “You May  
26 Never Pass This Way Again,” “You Who Loves Me,” “You’ve Got To Give,” and  
27 “Your Heart Will Do The Rest” (“**Termination Notice 3**”);

28 d. the Notice of Termination dated August 15, 2010, attached

1 hereto and incorporated herein as **Exhibit 4**, sent to EMI Music Publishing Inc. and  
2 EMI Blackwood Music Inc. purporting to terminate the license relating to the songs  
3 “Gin And Vermouth” and “Hello, Broadway” (“**Termination Notice 4**”);

4 e. the Notice of Termination dated December 1, 2010, attached  
5 hereto and incorporated herein as **Exhibit 5**, sent to EMI Music Publishing Inc. and  
6 EMI Blackwood Music Inc. purporting to terminate the license relating to the songs  
7 “Am I Too Late For Love,” “Big City Babies Don’t Cry,” “Is It Him Or Me,” and  
8 “Miss Hollywood” (“**Termination Notice 5**”);

9 f. the Notice of Termination dated January 3, 2011, attached hereto  
10 and incorporated herein as **Exhibit 6**, sent to EMI Music Publishing Inc. and EMI  
11 Blackwood Music Inc. purporting to terminate the license relating to the songs  
12 “Boys Will Be Boys,” “Mine For A Moment,” “One Night In New York,” “Treat  
13 Me Like A Lady,” and “We’ll Still Have A Silver Lining (On Our Golden Cloud)”  
14 (“**Termination Notice 6**”);

15 g. the Notice of Termination dated March 8, 2011, attached hereto  
16 and incorporated herein as **Exhibit 7**, sent to EMI Music Publishing Inc. and EMI  
17 Blackwood Music Inc. purporting to terminate the license relating to the songs  
18 “Hand In Hand” and “The Bigger Your Heart Is (The Harder You’ll Fall)”  
19 (“**Termination Notice 7**”);

20 h. the Notice of Termination dated April 1, 2011, attached hereto  
21 and incorporated herein as **Exhibit 8**, sent to EMI Music Publishing Inc. and EMI  
22 Blackwood Music Inc. purporting to terminate the license relating to the songs  
23 “Down To Earth,” “Easy Come Easy Go,” “Goin’,” “Had You Been Around,”  
24 “Look World,” “On The Next Warm Day,” and “You Broke My Heart In Three”  
25 (“**Termination Notice 8**”);

26 i. the Notice of Termination dated May 16, 2011, attached hereto  
27 and incorporated herein as **Exhibit 9**, sent to EMI Music Publishing Inc. and EMI  
28 Blackwood Music Inc. purporting to terminate the license relating to the songs

1 “Anything You Wanna Do,” “Every Step Of The Way,” “Forbidden Fruit,” and  
2 “Giving Myself Away” (“**Termination Notice 9**”);

3 j. the Notice of Termination dated July 15, 2011, attached hereto  
4 and incorporated herein as **Exhibit 10**, sent to EMI Music Publishing Inc. and EMI  
5 Blackwood Music Inc. purporting to terminate the license relating to the songs  
6 “Don’t Knock It,” “For Once In My Life,” “Forty-Five Seconds Of Love,” “It  
7 Matters Not To Me,” “It’s More Than Ten-Per-Cent With Me,” “Move Over  
8 World,” “Play For Pay,” and “The Way He Is” (“**Termination Notice 10**”);

9 k. the Notice of Termination dated December 14, 2011, attached  
10 hereto and incorporated herein as **Exhibit 11**, sent to EMI Music Publishing Inc.  
11 and EMI Blackwood Music Inc. purporting to terminate the license relating to the  
12 songs “Freddie,” “Give ‘Em The Roses,” “Hey, Mama,” “How You Would Like To  
13 See Broadway,” “Hungry (Hungary),” “I’ve Never Been To Me (Female Version),”  
14 “I’ve Never Been To Me (Male Version),” “I Can’t Go Home Again,” “If I Could  
15 See Myself,” “If You Won’t Let Me Walk On The Water,” “It Ain’t Easy Comin’  
16 Down,” “It’s Really Nice To Be In Love Again,” “Lullaby,” and “On My Way To  
17 You,” “Razzle Dazzle” (“**Termination Notice 11**”);

18 l. the Notice of Termination dated October 1, 2012, attached hereto  
19 and incorporated herein as **Exhibit 12**, sent to EMI Music Publishing Inc. and EMI  
20 Blackwood Music Inc. purporting to terminate the license relating to the songs “For  
21 Once In My Life,” “A Place In The Sun,” and “Yester-Me, Yester-You, Yesterday”  
22 (“**Termination Notice 12**”); and,

23 m. the Notice of Termination dated October 8, 2012, attached hereto  
24 and incorporated herein as **Exhibit 13**, sent to EMI Music Publishing Inc. and EMI  
25 Blackwood Music Inc. purporting to terminate the license relating to the songs  
26 “Don’t Knock It,” “Fancy Passes,” “Kickin’ Stones,” “Lilac Love,” “Little Boy  
27 Lost,” “Make A Circle,” “Play For Pay,” “The Days Of Burlesque,” “The Way He  
28 Is,” “What A Day,” and “You Sweeten Each Like With A Kiss” (“**Termination**

1 **Notice 13”)**.

2 28. In 2013, Aurora’s health continued to deteriorate extremely. Aurora’s  
3 advanced diabetes caused peripheral arterial disease, which required hospitalization  
4 and amputation of Aurora’s leg. Upon information and belief, Aurora was in  
5 constant, severe pain during such hospitalization, relied on heavy doses of morphine  
6 for some relief, and lacked the capacity to understand, consent to, or execute legal  
7 documents.

8 29. From 2013 to 2015, Lisa unduly influenced Aurora to sign, and while  
9 Aurora was hospitalized, medically incapacitated, and unable to understand, consent  
10 to, or execute legal documents, Lisa executed, purportedly on behalf of Aurora, the  
11 following:

12 a. the Notice of Termination dated June 5, 2013, attached hereto  
13 and incorporated herein as **Exhibit 14**, sent to EMI Music Publishing Inc. and EMI  
14 Blackwood Music Inc. purporting to terminate the license relating to the songs  
15 “Some Day At Christmas (Someday At Christmas),” “Sittin’ In The Middle Of  
16 Nowhere,” and “Kickin’ Stones” (“**Termination Notice 14**”);

17 b. the Notice of Termination dated June 6, 2013, attached hereto  
18 and incorporated herein as **Exhibit 15**, sent to EMI Music Publishing Inc. and EMI  
19 Blackwood Music Inc. purporting to terminate the license relating to the songs “It  
20 Happens Every Time,” “Walk Down That Road,” “Is Anyone Here Goin’ My  
21 Way?,” and “Lost” (“**Termination Notice 15**”);

22 c. the Notice of Termination dated June 11, 2013, attached hereto  
23 and incorporated herein as **Exhibit 16**, sent to EMI Music Publishing Inc. and EMI  
24 Blackwood Music Inc. purporting to terminate the license relating to the songs  
25 “Chivalry’s Not Dead,” “Goodbye Manhattan,” “Silent Love,” “The Touch Of  
26 Time,” “Twinkle Twinkle Little Me,” “Walk In Silence,” “You’re Gonna Love Me  
27 Baby,” “Down To Earth,” “Easy Come Easy Go,” “Goin’,” “Had You Been  
28 Around,” “Look World,” “On The Next Warm Day,” and “You Broke My Heart In

1 Three” (“**Termination Notice 16**”);

2 d. the Notice of Termination dated June 18, 2013, attached hereto  
3 and incorporated herein as **Exhibit 17**, sent to EMI Music Publishing Inc. and EMI  
4 Blackwood Music Inc. purporting to terminate the license relating to the songs “The  
5 Miracles Of Christmas,” “Travelin’ Man,” “You Could Never Love Him (Like I  
6 Love Him),” and “You Sweeten Each Lie With A Kiss” (“**Termination Notice**  
7 **17**”);

8 e. the Notice of Termination dated June 20, 2013, attached hereto  
9 and incorporated herein as **Exhibit 18**, sent to EMI Music Publishing Inc. and EMI  
10 Blackwood Music Inc. purporting to terminate the license relating to the songs  
11 “What A Day,” “The Miracles Of Christmas,” and “The Days Of Burlesque”  
12 (“**Termination Notice 18**”);

13 f. the Notice of Termination dated August 15, 2013, attached  
14 hereto and incorporated herein as **Exhibit 19**, sent to EMI Music Publishing Inc.  
15 and EMI Blackwood Music Inc. purporting to terminate the license relating to the  
16 songs “A Warm Little Home On The Hill,” “Everyone’s A Kid At Christmas Time,”  
17 “One Little Christmas Tree,” and “The Day That Love Began” (“**Termination**  
18 **Notice 19**”);

19 g. the Notice of Termination dated December 1, 2013, attached  
20 hereto and incorporated herein as **Exhibit 20**, sent to EMI Music Publishing Inc.  
21 and EMI Blackwood Music Inc. purporting to terminate the license relating to the  
22 songs “Gotta See Jane” and “Green Grow The Lilacs” (“**Termination Notice 20**”);

23 h. the Notice of Termination dated June 15, 2014, attached hereto  
24 and incorporated herein as **Exhibit 21**, sent to EMI Music Publishing Inc. and EMI  
25 Blackwood Music Inc. purporting to terminate the license relating to the song  
26 “Around And Around” (“**Termination Notice 21**”);

27 i. the Notice of Termination dated July 15, 2014, attached hereto  
28 and incorporated herein as **Exhibit 22**, sent to EMI Music Publishing Inc. and EMI

1 Blackwood Music Inc. purporting to terminate the license relating to the song “Ain’t  
2 It A Shame” (“**Termination Notice 22**”);

3 j. the Notice of Termination dated December 2, 2014, attached  
4 hereto and incorporated herein as **Exhibit 23**, sent to EMI Music Publishing Inc.  
5 and EMI Blackwood Music Inc. purporting to terminate the license relating to the  
6 song “An Old Fashioned Man” (“**Termination Notice 23**”);

7 k. the Notice of Termination dated January 2, 2015, attached hereto  
8 and incorporated herein as **Exhibit 24**, sent to EMI Music Publishing Inc. and EMI  
9 Blackwood Music Inc. purporting to terminate the license relating to the song  
10 “Muck-Arty-Park” (“**Termination Notice 24**”);

11 l. the Notice of Termination dated April 1, 2015, attached hereto  
12 and incorporated herein as **Exhibit 25**, sent to EMI Music Publishing Inc. and EMI  
13 Blackwood Music Inc. purporting to terminate the license relating to the songs “Life  
14 Never Brings A Bottle To The Party” and “Tell Me, What’s He Got (That I Ain’t  
15 Got)” (“**Termination Notice 25**”);

16 m. the Notice of Termination dated April 11, 2015, attached hereto  
17 and incorporated herein as **Exhibit 26**, sent to EMI Music Publishing Inc. and EMI  
18 Blackwood Music Inc. purporting to terminate the license relating to the song “I  
19 Believe In Love” (“**Termination Notice 26**”); and,

20 n. the Notice of Termination dated April 14, 2015, attached hereto  
21 and incorporated herein as **Exhibit 27**, sent to EMI Music Publishing Inc. and EMI  
22 Blackwood Music Inc. purporting to terminate the license relating to the song  
23 “Flaming Agnes” (“**Termination Notice 27**”).

24 30. In October 2015, Aurora’s disease continued to worsen, and her other  
25 leg was amputated, resulting in a weeks-long hospitalization. Upon information and  
26 belief, Aurora was in constant, severe pain during such hospitalization, relied on  
27 heavy doses of morphine for some relief, and lacked the capacity to understand,  
28 consent to, or execute legal documents.

1 31. In October 2015, Lisa unduly influenced Aurora to sign, and while  
2 Aurora was hospitalized, medically incapacitated, and unable to understand, consent  
3 to, or execute legal documents, Lisa executed, purportedly on behalf of Aurora, the  
4 following:

5 a. the Notice of Termination dated October 2, 2015, attached hereto  
6 and incorporated herein as **Exhibit 28**, sent to EMI Music Publishing Inc. and EMI  
7 Blackwood Music Inc. purporting to terminate the license relating to the songs “I’ve  
8 Never Been A Woman Before,” “City Girls,” “Cooperatin’ Nature,” “Men,” “Would  
9 I Lie To You,” “Generation (Take A Look At Life),” and “Rainbows”  
10 (“**Termination Notice 28**”); and,

11 b. the Notice of Termination dated October 10, 2015, attached  
12 hereto and incorporated herein as **Exhibit 29**, sent to EMI Music Publishing Inc.  
13 and EMI Blackwood Music Inc. purporting to terminate the license relating to the  
14 song “My Name Isn’t Cherry” (“**Termination Notice 29**”).

15 32. In February 2016, due to complications from her leg amputations,  
16 Aurora was hospitalized again. On March 15, 2016, while Aurora was hospitalized,  
17 medically incapacitated, and unable to understand, consent to, or execute legal  
18 documents, Lisa executed, purportedly on behalf of Aurora:

19 a. the Notice of Termination, attached hereto and incorporated  
20 herein as **Exhibit 30**, sent to EMI Music Publishing Inc. and EMI Blackwood Music  
21 Inc. purporting to terminate the license relating to the songs “Daddy’s Soliloquy,”  
22 “Big Business,” “The Lord Wants You To Dance,” “The Things I Should Have  
23 Said,” and “Outside O’ That You’re Doing Fine” (“**Termination Notice 30**”);

24 b. the Notice of Termination, attached hereto and incorporated  
25 herein as **Exhibit 31**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
26 purporting to terminate the license relating to the songs “Sam, The Washing  
27 Machine Man,” “Scrubbin,” “The Negotiation,” “To Get The Ticket For You,”  
28 “Well I Uh,” “What’ll They Think Of Next,” “You’ll Never Be Younger Than Me,”

1 and “Whenever You Find Yourself” (“**Termination Notice 31**”);

2 c. the Notice of Termination, attached hereto and incorporated  
3 herein as **Exhibit 32**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
4 purporting to terminate the license relating to the songs “Just Another Morning,”  
5 “Keep On Sockin’ It To Me,” “Something To Believe In,” and “Sure Is A Lotta  
6 Woman” (“**Termination Notice 32**”);

7 d. the Notice of Termination, attached hereto and incorporated  
8 herein as **Exhibit 33**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
9 purporting to terminate the license relating to the songs “Filthy Rich,” “Fund  
10 Raising,” “Good Old New Orleans,” “Harry’s Dilemma,” “He’s Home,” “I Can  
11 See,” “I Needed To Believe,” “I Wouldn’t Change A Thing,” “I’ll Be The Road,”  
12 “I’ll Take George,” “If I Could Touch Your Pain,” “It Takes A Hell Of A Man To  
13 Say No,” “King Of The Hill,” “Let’s Go Home,” “Little People,” “Magic Man,”  
14 “Oh Music, Sweet Music,” “One Out Of Every Six,” “Rainbows,” Satchmo,” “Take  
15 Me To You,” “Thank You Al Capone,” “The Best Part Of Me,” “Cathouse Blues,”  
16 “The Funky Butt Stomp,” “The New Faith Part 1,” “The New Faith Part 2,” “True  
17 Love Is The Mother Of Us All,” “We Knew,” “We’re Going All The Way,” “What  
18 Happens To People,” “When Johnny Came Marching Home,” “When You’re In  
19 Love,” “Will I Still Be Me,” “Wasn’t I A Good Time,” “You Loved Away The  
20 Pain,” “You’re Not Alone,” “You’re The Last Train For Tomorrow,” and “I Feel  
21 Love” (“**Termination Notice 33**”); and,

22 e. the Notice of Termination, attached hereto and incorporated  
23 herein as **Exhibit 34**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
24 purporting to terminate the license relating to the songs “Goodness Don’t Come  
25 Easy When You’re Bad,” “I Got Religion,” “Hungry,” “Spread Joy,” “Lottie’s  
26 Purification,” “We’ll Let The People Decide,” “One More Step,” “People Make Me  
27 Cry,” “I Don’t Want To Do It Alone No More,” “Daddy’s Decision,” “Don’t Touch  
28 That Dial,” “You’re Home,” and “Finale (Daddy Goodness)” (“**Termination Notice**

1 34”).

2 33. On March 16, 2016, while Aurora was hospitalized, medically  
3 incapacitated, and unable to understand, consent to, or execute legal documents,  
4 Lisa executed, purportedly on behalf of Aurora:

5 a. the Notice of Termination, attached hereto and incorporated  
6 herein as **Exhibit 35**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
7 purporting to terminate the license relating to the songs “I Feel Love,” “I’ll Take  
8 George,” “A Case Of Spring,” and “When You’re In Love” (“**Termination Notice**  
9 **35**”); and,

10 b. the Notice of Termination, attached hereto and incorporated  
11 herein as **Exhibit 36**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
12 purporting to terminate the license relating to the songs “Angel Up My Sleeve,”  
13 “Closet Country Queen,” “Dixieland,” “Fly Away,” “Fundraising,” “Gonna Miss  
14 Mississippi,” “I Ain’t No Who’ No’ Mo,” “I Just Don’t Have The Time,” “Love Me  
15 With Your Eyes,” “Moonlight On The River,” “Nothing To Believe,” “Red Beans  
16 And Rice,” “Riverboat Annie,” “Run Against The Wind,” “Someone Believing In  
17 Me,” “Speak Up America,” “The Big Rodeo In The Sky,” “The Book Of Life,”  
18 “The Final Decision,” “The First Time,” “The Month Of April,” “The Season For  
19 Love,” “Touch,” “We’re Always Saying Goodbye,” “If You Try,” “I’m Gonna  
20 Rock You Outta My Life,” “Take Me To You,” “Syncopated Lady,” “To Love  
21 You,” “We’re Free,” “Where Did I Go,” and “You’re A Part Of Me Now”  
22 (“**Termination Notice 36**”).

23 34. Upon information and belief, on March 17, 2016, it became evident  
24 that Aurora was nearing death. Therefore, on March 17, 2016, in a rush to execute  
25 as many notices of termination in Aurora’s name as possible, Lisa executed,  
26 purportedly on behalf of Aurora, a Notice of Termination, attached hereto and  
27 incorporated herein as **Exhibit 37**, to EMI Music Publishing Inc. and EMI  
28 Blackwood Music Inc. purporting to terminate the license relating to one of Ron’s

1 most popular songs, “Heaven Help Us All” before the statutory time to do so under  
2 the 1976 Copyright Act (the “**Premature Termination Notice**”).

3 35. On March 18, 2016, Aurora was discharged from the hospital, but her  
4 health continued to deteriorate, and two days later, on March 20, 2016, Aurora  
5 lapsed into a coma from which she never awoke.

6 36. Upon information and belief, doctors explained to the family that  
7 Aurora was essentially brain dead, would not recover, and was being kept alive only  
8 by machines. Upon information and belief, doctors advised the family to turn off  
9 the machines that were keeping Aurora alive.

10 37. Upon information and belief, Lisa refused to turn off the machines  
11 keeping Aurora alive, against the advice of Aurora’s doctors, Aurora’s stated end-  
12 of-life wishes, and the desires of Aurora’s other children. Upon information and  
13 belief, Lisa threatened to sue her half-siblings, Gary and Debbie, if they attempted to  
14 interfere with Lisa’s desire to keep Aurora alive in a vegetative state.

15 38. While Aurora was in a coma, on April 22, 2016, the earliest possible  
16 date under the 1976 Copyright Act that the Copyright Termination Interest could be  
17 exercised for “Heaven Help Us All,” Lisa executed, purportedly on behalf of  
18 Aurora, another Notice of Termination, attached hereto and incorporated herein as  
19 **Exhibit 38**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc.  
20 purporting to terminate the license for “Heaven Help Us All” (“**Termination Notice**  
21 **37**”). Then, on April 23, 2016, Lisa executed, purportedly on behalf of Aurora, yet  
22 another Notice of Termination, attached hereto and incorporated herein as **Exhibit**  
23 **39**, to EMI Music Publishing Inc. and EMI Blackwood Music Inc. for “Heaven Help  
24 Us All” (“**Termination Notice 38**,” together with Termination Notice 1-37, the  
25 “**Invalid Termination Notices**”)

26 39. Upon information and belief, on June 15, 2016, Lisa decided to turn off  
27 the machines keeping Aurora alive.

28 40. On June 15, 2016, Aurora died. As of Aurora’s death, each of Julie,

1 Mark, Lisa, and Angel were entitled to exercise 25% of the Copyright Termination  
2 Interest, such that Lisa cannot exercise the Copyright Termination Interest without  
3 the agreement of at least two of Julie, Mark, or Angel.

4 **Lisa Self-Interested Dealings**

5 41. As the purported termination dates under the Invalid Termination  
6 notices became “effective,” Lisa immediately assumed complete control of the  
7 purported Reverted Copyrights from the Invalid Termination Notices and exploited  
8 them to her sole benefit.

9 42. In or around April 2019, Lisa began releasing her own re-recordings of  
10 Ron’s songs, including “The Things I Should Have Said” and “A Place In The Sun.”

11 43. On or around March 11, 2021, Lisa announced the launch of “LDM  
12 Publishing”—named using Lisa’s own initials—to market and brand the Reverted  
13 Rights alongside Lisa’s own original songs. Upon information and belief, LDM  
14 Publishing is a fictitious business name that is not registered in the state of  
15 California.

16 44. On or around May 2, 2021, Lisa announced that she would host a  
17 podcast showcasing Ron’s songs called “One In A Million” available on iTunes,  
18 Spotify, and Lisa’s website.

19 45. On or around July 12, 2021, Lisa gave an interview in which she stated:  
20 “I am taking over control of the US rights to the entire catalogue.” In the same  
21 interview, Lisa announced she was developing a Broadway show based upon Ron’s  
22 catalogue called “For Once In My Life.”

23 46. On or around August 12, 2021, Lisa publicly announced that LDM  
24 Publishing controlled the Reverted Copyrights, and represented to third parties that  
25 Lisa could exploit the Reverted Copyrights, for 130 of Ron’s songs, including “For  
26 Once In My Life.” Lisa further announced that she was producing and recording  
27 songs from Ron’s catalogue.  
28

1 47. On or around January 20, 2022, Lisa publicly announced that she  
2 signed a new publishing agreement with Sony to administer Ron’s song catalogue  
3 (the “Administration Agreement”), purportedly in reliance upon the Invalid  
4 Termination Notices.

5 **Plaintiffs’ Good Faith Conduct**

6 48. Lisa executed her scheme to commandeer Aurora’s majority share of  
7 Ron’s Copyright Termination Interest and usurp the Reverted Copyrights in total  
8 secret from Julie and Mark.

9 49. In or around 2018, Lisa’s half-siblings (Julie and Mark’s step-siblings)  
10 warned Julie and Mark that Lisa was up to something regarding Ron’s song  
11 catalogue, which prompted Julie and Mark to investigate.

12 50. In or around early 2019, Julie and Mark discovered the existence of the  
13 Invalid Termination Notices via the U.S. Copyright Office’s records.

14 51. In or around March 2019, Julie and Mark, through their representative,  
15 notified Defendant Sony that the Invalid Termination Notices were invalid,  
16 unenforceable, and ineffective. Defendant Sony advised that Lisa wanted to contact  
17 Julie and Mark’s representative to resolve any dispute.

18 52. In or around September 2019, Julie and Mark’s representative followed  
19 up with Defendant Sony because Lisa still had not contacted them.

20 53. In or around October 2019, Defendant Sony introduced Julie and  
21 Mark’s representative and Lisa via e-mail as parties who may represent the Ron  
22 Miller interest in songs with respect to U.S. termination rights, so that they could  
23 reach a resolution regarding those rights. As a result, Julie and Mark’s  
24 representative and Lisa scheduled an in-person meeting for October 25, 2019.

25 54. After meeting in October 2019 to explore a potential resolution of the  
26 parties’ dispute over the Invalid Termination Notices and Reverted Copyrights, Julie  
27 and Mark’s representative and Lisa continued to exchange e-mails over the  
28 subsequent months, in which Lisa expressed an openness to continue discussions or

1 an informal resolution, culminating in another in-person meeting scheduled for on or  
2 around March 4, 2020.

3 55. Upon information and belief, when Julie and Mark’s representative met  
4 with Lisa in or around March 2020, Lisa became obstinate, refusing to answer basic  
5 questions or provide documents about the Invalid Termination Notices, including  
6 the alleged basis for Lisa’s authority to send the Invalid Termination Notices on  
7 behalf of Aurora.

8 56. On May 2, 2022, Lisa wrote to Julie contending that Defendant  
9 Songtrust (apparently doing business as LDM Publishing) holds the majority interest  
10 in the Copyright Termination Interest and the purported Reverted Copyrights under  
11 the Invalid Termination Notices. Lisa further contended that, as manager of  
12 Songtrust, Lisa had the right to collect revenue generated from the Reverted  
13 Copyrights on behalf of Julie, and that Julie is not entitled to be paid directly for any  
14 revenue derived from the Reverted Copyrights.

15 57. On May 3, 2022, Sony represented to counsel for Julie and Mark that  
16 Lisa represented and warranted to Sony that Lisa’s “publishing vehicle” controlled  
17 more than 50% of the Copyright Termination Interest and had the right to exploit the  
18 Reverted Copyrights, including to enter into the Administration Agreement. Sony  
19 also stated that it had no objection to providing Julie with a copy of the  
20 Administration Agreement, but the Administration Agreement contained a  
21 confidentiality provision that required Lisa’s consent, which she refused to give.

22 58. On May 3, 2022, Sony further acknowledged that, if the Invalid  
23 Termination Notices were enforceable, Julie and Mark are still entitled to 12.5% of  
24 the receipts generated under the Administration Agreement, and Sony stated that it  
25 had no objection to paying Julie and Mark their shares directly. However, Sony  
26 further represented that the Administration Agreement required Sony to pay Lisa’s  
27 publishing vehicle and Lisa refused to alter the Administration Agreement, insisting  
28 that she receive all monies directly, purportedly on behalf of the other Copyright

1 Termination Interest holders—Julie, Mark, and Angel—even though Julie and Mark  
2 have never received a penny from Lisa.

3 59. Julie and Mark have repeatedly requested a copy of the Administration  
4 Agreement from Lisa. To date, Lisa has refused.

5 60. Julie and Mark have repeatedly requested that Lisa provide a full and  
6 detailed accounting of all monies and/or royalties relating to Lisa’s exploitation of  
7 the Reverted Copyrights. To date, Lisa has refused.

8 61. Julie and Mark have repeatedly requested that—to the extent any of the  
9 Invalid Termination Notice are enforceable—Sony pay Julie and Mark’s share of  
10 royalties from exploitation of the Reverted Copyrights directly to Julie and Mark,  
11 respectively. To date, Lisa has refused.

12 62. Julie and Mark have repeatedly demanded that Lisa cease taking any  
13 further action with respect to exploitation of the purported Reverted Copyrights  
14 under the Invalid Termination Notices. To date, Lisa has refused.

15 63. Upon information and belief, Defendants Lisa, Songbook, and  
16 Songtrust have collected, and continue to collect, royalty payments from Defendant  
17 Sony and others in connection with the exploitation of the Reverted Copyrights to  
18 which Julie and Mark are entitled. To date, Julie and Mark have not received, from  
19 Defendants, or any other person or entity, any of Julie or Mark’s royalty payments  
20 from the exploitation of the Reverted Copyrights, despite their entitlement to such  
21 royalty payments under the 1976 Copyright Act.

22 **FIRST CLAIM FOR RELIEF**

23 **(Declaratory Relief re: Invalid Termination Notices against All Defendants)**

24 64. Plaintiffs repeat, reiterate, and incorporate by reference the allegations  
25 contained in the paragraphs above as though fully set forth herein.

26 65. An actual and substantial controversy exists between Plaintiffs and  
27 Defendants. Plaintiffs contend that the Invalid Termination Notices, and each of  
28 them, are invalid, ineffective, and unenforceable because:

1 a. Lisa had no right to exercise any Copyright Termination Interest  
2 on behalf of Aurora, including because Lisa unduly influenced Aurora into issuing  
3 the Invalid Termination Notices and/or Aurora lacked capacity, and Lisa lacked  
4 authority on behalf of Aurora, to issue Invalid Termination Notices; and,

5 b. the Invalid Termination Notices fail to comply with the statutory  
6 requirements under the 1976 Copyright Act.

7 66. Plaintiffs contend that, because the Invalid Termination Notices, and  
8 each of them, are invalid, ineffective, and unenforceable, Defendants Lisa,  
9 Songbook, and Songtrust had no right to exploit any Reverted Copyrights obtained  
10 based upon the Invalid Termination Notices, including but not limited to, by  
11 entering into the Administration Agreement with Defendant Sony such that the  
12 Administration Agreement is invalid, ineffective, and unenforceable.

13 67. Upon information and belief, Defendants, and each of them, dispute  
14 each of Julie and Mark's contentions hereinabove.

15 68. Julie and Mark desire a judicial determination of the validity and  
16 effectiveness of the Invalid Termination Notices, the Administration Agreement,  
17 and the parties' respective rights and obligations under the 1976 Copyright Act.

18 69. This controversy between Plaintiffs and Defendants, having adverse  
19 legal interests, is of sufficient immediacy and reality to warrant the issuance of a  
20 declaratory judgment.

## 21 SECOND CLAIM FOR RELIEF

### 22 (Declaratory Relief re: Payment of Royalties against Defendants Lisa, 23 Songbook, and Songtrust)

24 70. Plaintiffs repeat, reiterate, and incorporate by reference the allegations  
25 contained in the paragraphs above as though fully set forth herein.

26 71. Alternatively, in the event the Invalid Termination Notices are  
27 somehow valid, effective, and enforceable, another actual and substantial  
28 controversy exists between Plaintiffs and Defendants. Plaintiffs contend that Lisa

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1 has no right to receive or divest Julie and Mark’s proper share of royalties generated  
2 by the Reverted Copyrights, such that Julie and Mark are entitled to direct  
3 accounting and payment by Defendant Sony.

4 72. Upon information and belief, Defendants Lisa, Songbook, and  
5 Songtrust have collected, and continue to collect, royalty payments from Defendant  
6 Sony and others in connection with the exploitation of the Reverted Copyrights to  
7 which Julie and Mark are entitled. Upon information and belief, Defendant Sony  
8 has exploited, and continues to exploit, the Reverted Copyrights such that there are  
9 ongoing and continuing accounting and payments of royalties to Defendants Lisa,  
10 Songbook, and Songtrust based upon the exploitation of the Reverted Copyright.

11 73. Upon information and belief, Defendants Lisa, Songbook, and  
12 Songtrust, and each of them, dispute each of Julie and Mark’s contentions  
13 hereinabove.

14 74. Julie and Mark desire a judicial determination of the parties’ respective  
15 rights and obligations under the 1976 Copyright Act, particularly Julie and Mark’s  
16 rights to direct accounting and payment of royalties generated from the Reverted  
17 Copyrights.

18 75. This controversy between Plaintiffs and Defendants Lisa, Songbook,  
19 and Songtrust, and each of them, having adverse legal interests, is of sufficient  
20 immediacy and reality to warrant the issuance of a declaratory judgment.

21 **THIRD CLAIM FOR RELIEF**

22 **(Accounting against Defendants Lisa, Songbook, and Songtrust)**

23 76. Plaintiffs repeat, reiterate, and incorporate by reference the allegations  
24 contained in the paragraphs above as though fully set forth herein.

25 77. In the event the Invalid Termination Notices are somehow valid,  
26 effective, and enforceable, a relationship exists between Plaintiffs and Defendants  
27 Lisa, Songbook, and Songtrust that requires an accounting.

28 78. By operation of the 1976 Copyright Act, Julie and Mark are Ron’s

1 statutory heirs and co-owners of the Copyright Termination Interest and Reverted  
2 Copyrights. As co-owner of the Reverted Copyrights in Ron’s song catalogue,  
3 Defendants Lisa, Songbook, and Songtrust, as well as any other entities controlled  
4 by Lisa exploiting the Reverted Copyrights, owe a duty to account to the other co-  
5 owners, including Julie and Mark, for any profits realized from the licensing and/or  
6 use of the Reverted Copyrights.

7 79. Plaintiffs allege upon information and belief that Defendants Lisa,  
8 Songbook, and Songtrust have collected and continue to collect all revenue,  
9 including royalty payments under the Administration Agreement, derived from  
10 exploitation of the Reverted Copyrights.

11 80. Upon information and belief, Defendant Sony has exploited, and  
12 continues to exploit, the Reverted Copyrights such that there are ongoing and  
13 continuing accounting and payments of royalties to Defendants Lisa, Songbook, and  
14 Songtrust based upon the exploitation of the Reverted Copyright.

15 81. Yet, Defendants failed to provide any accounting of monies and/or  
16 royalties relating to the Reverted Copyrights, despite Julie and Mark’s request for  
17 such information. Due to the misconduct by Defendants Lisa, Songbook, and  
18 Songtrust alleged herein, Julie and Mark are unable to determine the amount of  
19 monies and/or royalties due to Plaintiffs and improperly withheld by Defendants  
20 Lisa, Songbook, and Songtrust.

21 82. The balance that is due to Julie and Mark from exploitation of the  
22 Reverted Copyrights by Defendants Lisa, Songbook, and Songtrust can be  
23 ascertained only by an accounting.

24 83. For the foregoing reasons, Plaintiffs pray for an accounting of all  
25 monies, profits, and royalties relating to the Reverted Copyrights.

26 **FOURTH CLAIM FOR RELIEF**

27 **(Constructive Trust Against All Defendants)**

28 84. Plaintiffs repeat, reiterate, and incorporate by reference the allegations

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1 contained in the paragraphs above as though fully set forth herein.

2 85. Plaintiffs are entitled to a share of the royalties derived from  
3 exploitation of the Reverted Copyrights.

4 86. Upon information and belief, Defendants have collected, and continue  
5 to collect, revenues from the exploitation of the Reverted Copyrights based upon the  
6 Invalid Termination Notices.

7 87. Upon information and belief, Defendant Sony has exploited, and  
8 continues to exploit, the Reverted Copyrights such that there are ongoing and  
9 continuing accounting and payments of royalties to Defendants Lisa, Songbook, and  
10 Songtrust based upon the exploitation of the Reverted Copyright.

11 88. Plaintiffs request that the court impose a constructive trust over the  
12 revenue derived from the exploitation of the Reverted Copyrights for the benefit of  
13 Plaintiffs.

14 89. Defendants should be declared by this Court to be involuntary trustees  
15 of a constructive trust of all property which they received arising out of the Reverted  
16 Copyrights.

17 90. Plaintiffs have no adequate remedy at law.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs Julie Moss and Mark Miller respectfully request  
20 that this Court enter judgment in their favor and against Defendants, and each of  
21 them, as follows:

- 22 1. On the first cause of action for declaratory relief,
  - 23 a. for a judicial declaration that the Invalid Termination Notices,
  - 24 and each of them, are invalid, ineffective, and unenforceable; and,
  - 25 b. for a judicial declaration that Defendants Lisa, Songbook, and
  - 26 Songtrust, and any other entity controlled by Lisa, had and have no right to exploit
  - 27 the purported Reverted Copyrights purportedly secured by the Invalid Termination
  - 28 Notices, including but not limited to that the Administration Agreement with

1 Defendant Sony is invalid, ineffective, and unenforceable.

2       2. On the second cause of action for declaratory relief, alternatively, in the  
3 event the Invalid Termination Notices, and each of them are not invalid, ineffective  
4 and unenforceable, for a judicial declaration that Defendants Lisa, Songbook, and  
5 Songtrust, and any other entity controlled by Lisa, had and have no right to receive  
6 or divest Plaintiffs' proper share of royalties generated by the Reverted Copyrights,  
7 including but not limited to that Plaintiffs are entitled to direct accounting and  
8 payment by Defendant Sony of all monies generated under the Administration  
9 Agreement;

10       3. On the third cause of action for an accounting,

11           a. for an order directing an equitable accounting of all monies or  
12 things of value received by Defendants Lisa, Songbook, Songtrust, or any other  
13 entity controlled by Lisa, derived from exploitation of the Reverted Copyrights;

14           b. in the event the Invalid Termination Notices, and each of them  
15 are not invalid, ineffective and unenforceable, for restitution by Defendants Lisa,  
16 Songbook, Songtrust, or any other entity controlled by Lisa, to Julie in an amount  
17 according to the accounting together with pre- and post-judgment interest thereon at  
18 the maximum rate permitted by law in an amount to be proven at trial;

19       4. On the fourth cause of action for a constructive trust, for imposition of  
20 a constructive trust to which Defendants hold for Plaintiffs' benefit Plaintiffs' share  
21 of monies derived from exploitation of the Reverted Copyrights;

22       5. For all provisional and permanent equitable relief prohibiting  
23 Defendants from taking unilateral action or divesting monies with respect to the  
24 Reverted Copyrights, including collecting and/or dissipating royalty payments and  
25 monies to which Plaintiffs are entitled;

26       6. For costs of this action, including reasonably attorneys' fees, as  
27 authorized by the 1976 Copyright Act; and,

28       7. For such other and further relief in favor of Plaintiffs as the Court

1 deems just and proper.

2

3 DATED: September 7, 2023

FRANKFURT KURNIT KLEIN + SELZ PC

4

5

6 By:           /s/ Tiffany R. Caterina          

7 Joseph R. Taylor

8 Tiffany R. Caterina

9 Chaitra G. Betageri

10 *Attorneys for Plaintiffs Julie Moss and*  
11 *Mark Miller*

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demands a trial by jury.

DATED: September 7, 2023

FRANKFURT KURNIT KLEIN + SELZ PC

By:           /s/ Tiffany R. Caterina          

Joseph R. Taylor

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