

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
LOS ANGELES

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THE RAY CHARLES FOUNDATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE RAY CHARLES
FOUNDATION, a California
Corporation,

Plaintiff,

v.

RAENEE ROBINSON, an individual;
RAY CHARLES ROBINSON, JR., an
individual; SHEILA ROBINSON, an
individual; DAVID ROBINSON, an
individual; ROBERT F. ROBINSON,
an individual; REATHA BUTLER; an
individual; and ROBYN MOFFETT,
an individual,

Defendants.

Case No.

CV12-02725 ABC(FPNX)

COMPLAINT FOR:

- (1) Declaratory and Injunctive Relief;
- (2) Breach of Contract;
- (3) Breach of the Implied Covenant of Good Faith and Fair Dealing.

BY: JP
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES
12 MAR 29 PM 12:07

Plaintiff The Ray Charles Foundation ("Plaintiff" or "The Foundation"), a California Non-Profit Corporation, hereby alleges and avers based on knowledge as to its acts, and information and belief as to the acts of others, as follows:

NATURE OF THE ACTION

1. This suit seeks to avoid the consequences of actions perpetrated by seven adult children (collectively, the "Defendants") of the world-famous and renowned singer-songwriter Ray Charles Robinson, p/k/a Ray Charles ("Ray

1 Charles") who passed away in June 2004. Less than two years prior to his passing,
2 in December 2002, Ray Charles gathered most of his twelve children (five of the
3 seven defendants (two were then incarcerated) and five others who are not part of
4 this action) in Los Angeles, California, to advise them of what he intended to
5 provide to each of them. Specifically, Ray Charles advised his children that,
6 expressly conditioned upon their agreement as indicated below, he intended to fund
7 separate irrevocable trusts for the benefit of each of them in the amount of \$500,000
8 (and he would take care of all the associated taxes), and that the children would
9 have no further interests in his estate. In express consideration for said trusts, each
10 of the children who were over the age of eighteen at the time (including all of the
11 seven defendants in this case) entered into a written agreement whereby each
12 acknowledged and agreed that the said \$500,000 irrevocable trust would be the
13 entirety of their inheritance from their father, that each would receive no further
14 inheritance from their father, and that each relinquished and waived any further
15 claims to their father's estate. In complete disregard of the confidence, trust, and
16 belief in his own children that their father reposed in them, by undertaking the
17 actions described below in this Complaint, Defendants have reneged on and are in
18 breach or other violation of this agreement.

19 2. To better explain the import of Defendants' improper acts, some
20 background context is necessary. The Copyright Act permits authors and specified
21 parties to terminate copyright transfers and recapture those interests back from the
22 original transferee or a current grantee under certain narrowly defined
23 circumstances. The stated policy behind these particular provisions of the
24 Copyright Act is to give the original transferor of the copyright the opportunity to
25 renegotiate for himself a better deal once the copyrighted assets at issue have
26 acquired a significantly higher market value than they had when the original
27 transfer took place. These termination of transfer provisions of the Copyright Act
28 do not apply to works that were created as works made for hire. Purporting to act

1 under these provisions of the Copyright Act, in March 2010, Defendants, each of
2 whom by that time had received the entirety of his or her \$500,000 described
3 above, served copyright termination of transfer notices on the publishers of
4 approximately fifty-one individual musical compositions authored in whole or in
5 part by Ray Charles. The notices suffer from various defects discussed below,
6 separate and apart from constituting a breach of the Defendants' said agreements
7 with their father. Should these improper notices be allowed to effectuate the
8 termination of the underlying copyright transfers, the copyrights in these musical
9 compositions, along with some of the income derived from the exploitation of these
10 compositions in the United States, would be recaptured by Ray Charles's adult
11 children on a staggered basis beginning on April 1, 2012, and continuing until
12 September 28, 2019, depending either on the date the song first received federal
13 copyright protection or on the date the grant was effectuated. (A chart listing the
14 songs and the purported effective date of the termination of transfer for each is
15 attached as Exhibit A). This result is contrary to copyright law, as well as being a
16 breach of Defendants' said agreements with their father.

17 3. The musical compositions listed on Exhibit A were originally written
18 and composed in whole or in part by Ray Charles pursuant to an employment
19 relationship while he was under an exclusive employment recording contract with
20 his record label. As part of this employment relationship, a music publishing
21 company affiliated with that record label owned the musical compositions that Ray
22 Charles wrote. This publishing company registered the copyrights at issue in this
23 action listing itself as the owner of these musical compositions.

24 4. In September 1980, Ray Charles renegotiated with the original music
25 publishing company's successors-in-interest his payment terms for the songs that
26 are at issue in this action. Ray Charles received further consideration in return for
27 this renegotiation. If the musical compositions at issue in this action are not
28 deemed to be works made for hire as alleged above, then according to copyright

1 law, the September 1980 agreement is the fulfillment and satisfaction of the
2 Copyright Act's promise and intent to give Ray Charles the ability to renegotiate his
3 original deal to be able to take advantage of the increase in value of the copyrighted
4 works. Therefore, the copyright transfer of those musical compositions that are
5 subject to the renegotiated agreement are not subject to termination as a matter of
6 law. Consequently, all of the termination of transfer notices served by Defendants
7 pertaining to those musical compositions for which the 1980 agreement serves as a
8 renegotiation are invalid.

9 5. The Foundation, which is a non-profit corporation, was created by Ray
10 Charles during his lifetime (it was originally called The Robinson Foundation for
11 Hearing Disorders, Inc., and later legally changed its name to The Ray Charles
12 Foundation), and owns the rights, title, and interest in the intellectual property and
13 contract rights of the late Ray Charles. The Foundation's purpose has been to
14 administer funds for scientific, educational and charitable purposes; to encourage,
15 promote and educate, through grants to institutions and organizations, as to the
16 causes and cures for diseases and disabilities of the hearing impaired and to assist
17 organizations and institutions in their social, educational, and academic
18 advancement of programs for the youth, and carry on other charitable and
19 educational activities associated with these goals as allowed by law. The
20 Foundation has provided substantial financial donations to various institutions
21 involved with areas of hearing diseases and cures, as well as other educational
22 resources for the needy. The Foundation depends upon the income received from
23 the said intellectual property and contract rights to continue the wishes of Ray
24 Charles and The Foundation's purpose. The self-serving attempts on the part of the
25 Defendants to deprive The Foundation of its said intellectual property and contract
26 rights not only is contrary to the express wishes of their father and in breach of the
27 agreement they signed and promises that they made, but is contrary to the best
28 interests of those innocent parties who would be benefited by the grants made by

1 The Foundation. Among the rights held by The Foundation is the right to receive
2 royalty payments from the exploitation of musical compositions written by Ray
3 Charles during his lifetime, including those that are the subject of this action. As a
4 result, if given effect, the termination of copyright transfer notices served by
5 Defendants will adversely affect these royalty payments thus injuring The
6 Foundation, and giving The Foundation standing to bring this action. This injury
7 will be impossible to overcome given that The Foundation is precluded from
8 soliciting and accepting any private donation.

9 6. Given that the notices are invalid pursuant to applicable copyright law,
10 and that the service of all of the notices constitute a breach of the agreements they
11 entered into with their father, a judicial declaration as to the validity of the notices
12 of termination of transfers is necessary. This is especially important given that, as
13 noted above, the effective date of the earliest of these copyright terminations is
14 soon approaching, as it is purported to be April 1, 2012.

15 7. Thus, to protect The Foundation's rights under copyright law, and to
16 enforce Ray Charles's respective agreements with the Defendants, The Foundation
17 brings this action for declaratory and other relief as set forth in detail below.

18 JURISDICTION AND VENUE

19 8. The Court has subject matter jurisdiction over the claims set forth
20 herein pursuant to 28 U.S.C. §§ 1331, 1338, and 1367. The Court has original
21 jurisdiction over The Foundation's claims arising under the copyright laws of the
22 United States, 17 U.S.C. §§ 101 et seq., and the Declaratory Judgment Act, 28
23 U.S.C. § 2201(a), and supplemental jurisdiction over its related state law claims.

24 9. The Court has personal jurisdiction over all Defendants because a
25 substantial part of the events giving rise to the claims set forth herein occurred in
26 the State of California and the Defendants have extensive contacts with the State.

27 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)
28 because all Defendants are subject to the personal jurisdiction of this Court, and a

1 substantial part of the events giving rise to the claims set forth herein occurred
2 within this District.

3 THE PARTIES

4 11. Plaintiff is and at all times mentioned herein was a California
5 Corporation with its principal place of business in the State of California, in the
6 County of Los Angeles. Ray Charles established The Robinson Foundation for
7 Hearing Disorders, Inc., (the "Robinson Foundation") during his lifetime. The
8 name of the Robinson Foundation was later changed to The Ray Charles
9 Foundation. The Foundation owns all rights in and to the intellectual property and
10 contract rights of the late Ray Charles, including the right to receive royalties and
11 other income from the exploitation of the musical compositions, the terminations of
12 which are at issue in this action.

13 12. Upon information and belief, Defendant RAENEE ROBINSON is and
14 at all times mentioned herein was an individual residing in the County of Los
15 Angeles in the State of California and a daughter of Ray Charles.

16 13. Upon information and belief, Defendant RAY CHARLES
17 ROBINSON, JR. is and at all times mentioned herein was an individual residing in
18 the County of Los Angeles in the State of California and the oldest son of Ray
19 Charles.

20 14. Upon information and belief, Defendant SHEILA ROBINSON is and
21 at all times mentioned herein was an individual residing in the City of Minneapolis,
22 County of Hennepin in the State of Minnesota and a daughter of Ray Charles.

23 15. Upon information and belief, Defendant DAVID ROBINSON is and at
24 all times mentioned herein was an individual residing in the County of San Diego in
25 the State of California and a son of Ray Charles.

26 16. Upon information and belief, Defendant ROBERT F. ROBINSON is
27 and at all times mentioned herein was an individual residing in the County of Los
28 Angeles in the State of California and a son of Ray Charles.

1 registration with the Copyright Office. At the end of that 28-year term, so long as
2 certain formalities were adhered to, the author of the copyrighted work could renew
3 the copyright term for a further 28-year term. The stated reason to have two 28-
4 year terms was to give the original author of the copyrighted work (who would
5 have often had to sell his rights during the first term at a low price) a second chance
6 to capitalize on the worth of his work if the copyrighted assets at issue became
7 more valuable in the intervening years. The 1976 Copyright Act changed the
8 methodology to determine the date of commencement of federal copyright
9 protection to a system where copyright protection begins from the date the work
10 was fixed in a tangible medium, and lasts the length of the lifetime of the author
11 plus 50 years (later amended to 70 years) following the author's death. In other
12 words, the duration of copyright protection methodology changed from a renewable
13 fixed term of years to a variable unitary term.

14 22. The change from the renewable fixed term of years to a variable
15 unitary term would have resulted in removing the author's ability to recapture a
16 transferred copyright roughly half way through the term and renegotiate its transfer
17 on better terms (should the pertinent asset have increased in value in the intervening
18 time). To avoid this result, and preserve the author's ability to renegotiate the terms
19 of copyright transfer following an increase in value of the copyrighted asset,
20 Congress enacted a new system which it termed "termination of transfers."

21 23. The termination of transfers provisions of the 1976 Copyright Act (17
22 U.S.C. §§ 203 and 304(c)) allow, under a narrow set of statutorily defined
23 circumstances, the original grantor (or a majority of those persons identified in the
24 statute in the event the author is deceased) to recapture the copyright from the
25 original grantee for works that entered into federal copyright protection under both
26 the 1909 Copyright Act and the 1976 Copyright Act. These termination of transfer
27 provisions do not apply to works that were created as works made for hire. As to
28 works that entered into federal copyright protection under the 1909 Copyright Act

1 and whose transfer occurred prior to January 1, 1978, should the narrowly defined
2 set of circumstance delineated in the statute apply, the termination of transfers
3 provisions allow, in relevant part, for the original grantor (or a majority of those
4 persons identified in the statute in the event the author is deceased) to serve valid
5 termination notices upon the current holders of the copyright during a specified
6 window so that termination can be effectuated between the date the original
7 copyright was going to expire at the end of the renewed 28-year term (i.e., 56 years
8 after the work acquired federal copyright protection) and five years following such
9 date (17 U.S.C. §304(c)). As to works that entered into federal copyright protection
10 under the 1976 Copyright Act and whose transfer therefore occurred after January
11 1, 1978, should the narrowly defined set of circumstance delineated in the statute
12 apply, the rules governing the termination of copyright transfer depend on whether
13 a work was already published at the time of the transfer. For those works that were
14 published as of the date of the transfer, the termination of transfers provisions
15 allow, in relevant part, for the original grantor (or a majority of those persons
16 identified in the statute in the event the author is deceased) to serve valid
17 termination notices upon the current holders of the copyright during a specified
18 window so that termination can be effectuated between thirty-five and forty years
19 from the date of the transfer. As to works that were unpublished at the time of the
20 transfer, the scheme is exactly the same as for similarly-situated published works
21 except that the termination can only be effectuated by valid notice between forty
22 and forty-five years from the date of the transfer (unless the works are then
23 subsequently published within the first five years of the transfer in which case the
24 termination can be effectuated by valid notice between thirty-five and forty years
25 from the date of such publication) (17 U.S.C. § 203).

Original Ownership of the Songs

26
27 24. Ray Charles was a world-renowned singer and songwriter who,
28 according to many, changed the world of music. As an artist who was versatile and

1 at ease in a wide variety of musical genres including rhythm and blues, soul, jazz,
2 country, rock and roll, pop, and gospel, Ray Charles inspired and entertained a
3 legion of millions of fans. During his career Ray Charles wrote or co-wrote
4 numerous musical compositions which he and others recorded. This action
5 involves only those musical compositions that Ray Charles wrote, either alone, or
6 with a co-author or co-authors.

7 25. During the 1950s, Ray Charles signed several successive Musicians
8 Services Agreements (the "Musicians Agreements") covering different periods in
9 time with Atlantic Records ("Atlantic"), a record label that specialized at the time in
10 rhythm and blues music. As part of these Musicians Agreements, Atlantic
11 employed Ray Charles as a performer for the purpose of recording songs that would
12 then be released under the Atlantic label. These Musicians Agreements, among
13 other things, stated that Ray Charles was hired as an employee and that he and
14 Atlantic would mutually decide on which songs to record, that the recordings would
15 be subject to Atlantic's approval, that Atlantic would have complete control over
16 Ray Charles's and other musicians' services, that the records made and the
17 performances embodied within them would be the property of Atlantic, and that
18 Ray Charles would render his services as a recording artist exclusively to Atlantic.
19 In return for his services, Ray Charles received an advance payment based on the
20 number of songs he would record, as well as a royalty based on the number of
21 records sold.

22 26. At the same time that Ray Charles was under contract as a recording
23 artist with Atlantic, as an integral part of that employment relationship, he was also
24 engaged as a songwriter by Progressive Music Publishing Co., ("Progressive")
25 which, as illustrated by the Verified Complaint in a lawsuit filed by Ray Charles in
26 New York Supreme Court on February 23, 1962, and the subsequent settlement
27 thereof dated March 16, 1962, was a wholly-owned and controlled company of
28 Atlantic with interlocking ownership, directors, and officers. Moreover, upon

1 information and belief, The Foundation alleges that Atlantic and Progressive shared
2 the same address and office space. As was customary in the music industry at the
3 time, when an artist/songwriter, like Ray Charles, composed a musical composition
4 that the artist/songwriter and the record company decided to record, a music
5 publishing company that was owned by or affiliated with the record label would
6 often own (and in this instance, did own) the copyright in the underlying musical
7 composition. In accordance with this industry-wide custom and practice, when Ray
8 Charles and Atlantic decided to record a musical composition that Ray Charles had
9 written, Atlantic's affiliated music publishing company Progressive owned the
10 copyright in that musical composition. As such, said musical compositions were
11 composed as an employee of Progressive and thus are not subject to termination.

12 27. Sometimes, without affecting the arrangement outlined in the
13 preceding paragraph, Progressive would memorialize its ownership in a musical
14 composition written by Ray Charles, such as "I Got A Woman," in a so-called
15 single songwriter agreement entitled "Standard Uniform Songwriters Contract" (the
16 "Songwriters Contract.") Under the terms of the Songwriters Contract for "I Got A
17 Woman," Progressive was deemed the owner of the copyright the song. According
18 to the Songwriters Contract, Ray Charles received: (1) a very small advance (such
19 as one dollar) on his royalty payments; (2) a royalty for every sale of sheet music of
20 the song in the United States and Canada; (3) a royalty for every sale of an
21 arrangement of the song in the United States and Canada; and (4) a royalty for
22 every sale of the associated rights of the song in the United States and Canada,
23 (such as mechanical rights (the right to record the song) and motion picture
24 synchronization and television rights (the right to use the song in a movie or a
25 television production)). (Items (2)-(4) above shall be referred to as the "Domestic
26 Royalties.") In addition to these Domestic Royalties, still pursuant to the same
27 Songwriters Contract, Ray Charles also received a royalty for every sale of the song
28 outside of the United States and Canada (the "Foreign Royalties.")

1 28. After Ray Charles composed a song under his employment agreement
2 with Atlantic, Progressive would register the copyright in said song indicating itself
3 as the owner in the registration filed with the Copyright Office. This registration
4 sometimes occurred several years after Ray Charles had delivered the song to
5 Progressive and Atlantic as a result of his employment obligations. All the songs at
6 issue in this action, regardless of their dates of copyright registration, were written
7 while Ray Charles was employed by Atlantic and Progressive, and all those that
8 were recorded and released, were embodied on various albums on the Atlantic
9 label.

10 The 1980 Agreement

11 29. In 1980, Rightsong Music, Inc., ("Rightsong") the apparent successor-
12 in-interest of Progressive at the time, entered into an agreement with Ray Charles
13 pertaining to two distinct categories of songs (the "1980 Agreement"): (a) musical
14 compositions that Ray Charles had already assigned to Progressive/Rightsong
15 (collectively referred to as the "Assigned Compositions," and identified as Exhibit
16 B to this Complaint); and (b) published and unpublished musical compositions that
17 Ray Charles had not previously assigned to any publisher (collectively referred to
18 as the "Unassigned Compositions," and identified as Exhibit C to this Complaint).

19 30. Pursuant to the terms of the 1980 Agreement, in addition to continuing
20 to receive the royalties, Ray Charles received a significant cash payment in "further
21 consideration for the grants [relating to the Unassigned Compositions],
22 acknowledgements and confirmations [relating to the Assigned Compositions.]"

23 The Agreement Between Ray Charles and His Adult Children

24 31. In late 2002, Ray Charles sought to revise his comprehensive estate
25 plan to include providing for each of his twelve children (the seven defendants in
26 this action and five others). Pursuant to this plan, provided expressly that his
27 children agreed as indicated herein, Ray Charles intended to fund separate
28 irrevocable trusts for the benefit of each of his children in the amount of \$500,000

1 and to pay all the associated taxes that stemmed from such transaction. It was
2 explained to his children that the \$500,000 trusts were all that each of them would
3 receive from Ray Charles's estate.

4 32. In express consideration for Ray Charles's funding of this irrevocable
5 trust, each of his children who had attained the age of majority at the time (which
6 includes all seven Defendants in this action) signed identical Statements (the
7 "Statements") where they acknowledged, declared, and agreed that the \$500,000
8 trust was his or her "entire inheritance from him [Ray Charles] and I understand
9 that I will not inherit anything further under my father's estate plan and that I am
10 waiving any right to make a claim against his estate." It was further explained to
11 the children present (and later, upon their release, to the two Defendants who were
12 incarcerated at the time) that should they refuse to sign the Statement, they would
13 receive nothing from Ray Charles, i.e., he would not fund the irrevocable trust in
14 their name nor otherwise provide for them. All seven Defendants signed such
15 Statement and subsequently all received the full amount of the trust.

16 33. Ray Charles died in June 2004, only eighteen months after most of the
17 Defendants had signed the Statements (one Defendant signed the Statement in
18 August 2003) agreeing that they would not inherit anything more from their father,
19 other than the irrevocable trust, and that they would waive all rights to make a
20 claim against their father's estate. Pursuant to his estate plan, Ray Charles left all of
21 his rights in his works and rights under contracts, including the compositions that
22 are the subject of this action, to The Foundation.

23 **The Improper and Invalid Copyright Termination Notices**

24 34. In defiance of the trust and confidence reposed in them by their father,
25 and in complete breach of the Statement that each of them signed, on March 30,
26 2010, purporting to act under the termination of transfers provisions of the 1976
27 Copyright Act, Defendants served thirty-nine copyright termination notices on a
28 whole host of entities, including, but not limited to, Progressive's successor-in-

1 interest, Warner/Chappell Music, of approximately fifty-one individual musical
2 compositions written or co-written by Ray Charles. Copies of such notices were
3 also served on other parties including but not limited to Broadcast Music, Inc.

4 35. All of the musical compositions to which the termination notices
5 pertain are encompassed by the 1980 Agreement as either Assigned or Unassigned
6 Compositions. According to the 1976 Copyright Act, the effective date chosen for
7 such terminations cannot be less than two years or more than ten years from the
8 date the notices are served. Thus, the earliest date for termination chosen by
9 Defendants is April 1, 2012, being two years from the serving of the notices.
10 Because the time for the effective dates of termination is dictated by the 1976
11 Copyright Act according to either the date of the grant or the date of publication of
12 the composition, the effective dates of termination of the fifty-one individual
13 composition titles that are at issue in this action are staggered, commencing, as
14 noted, on April 1, 2012, and ending on September 28, 2019. (See Exhibit A to the
15 Complaint).

16 36. It appears that, for the Assigned Compositions, Defendants scoured the
17 copyright registrations for the individual titles and based their effective dates of
18 termination on the date indicated therein that said title "originally secured" its
19 copyright. Because some of these Assigned Compositions have more than one
20 copyright registration and Defendants elected to serve termination notices on all
21 registrations that they could find pertaining to these compositions, some of the
22 Assigned Compositions have more than one termination notice pertaining to them.

23 37. In addition, and rather confusingly, Defendants are also attempting to
24 terminate the transfers of both the Assigned and Unassigned Compositions that
25 were the subject of the 1980 Agreement. Thus, as it pertains to the Assigned
26 Compositions, Defendants have, for some compositions, served no less than three
27 different termination notices. The situation of the Ray Charles song "Mary Ann," is
28 illustrative: Defendants have served a purported termination for a supposed January

1 23, 1955, transfer (supposedly to take effect on April 1, 2012), another purported
2 termination for a supposed May 2, 1963, transfer (supposedly to take effect on May
3 3, 2019), and, because "Mary Ann" is an Assigned Composition under the 1980
4 Agreement, a third termination for a supposed transfer contained in this September
5 23, 1980, agreement (supposedly to take effect on November 15, 2015). Even if
6 some of the terminations were deemed valid, it is still extremely difficult, if not
7 impossible to determine when the copyright of the Assigned Compositions will
8 change hands.

9 38. As for the Unassigned Compositions, some of which had not yet been
10 published at the time of the execution of the 1980 Agreement, Defendants have
11 chosen an effective date of termination that is thirty-five years from the date of
12 transfer of the copyright. As to the unpublished musical compositions that form a
13 part of the Unassigned Compositions, this is contrary to the 1976 Copyright Act
14 that provides that such copyright cannot be terminated until the earlier of forty
15 years from the date of transfer or thirty-five years from the date of publication
16 following transfer, which for these Unassigned Compositions would mean no
17 earlier than the year 2020. Thus, the notices that pertain to the unpublished
18 Unassigned Compositions, which purport to terminate the copyright transfer in
19 2015, are defective and invalid.

20 39. The situation left by Defendants' improper actions has created an
21 enormous cloud over the future copyright ownership of the approximately fifty-one
22 musical compositions that are at issue in this action. First, because the musical
23 compositions were created as an integral part of Ray Charles's employment with
24 Atlantic/Progressive, they are all to be construed as works made for hire and, as
25 such, are not subject to termination; therefore all rights associated thereto should
26 remain as is. Second, assuming that the musical compositions are not deemed to be
27 works made for hire, because the 1980 Agreement constituted a renegotiation of the
28 transfer of most of the songs contained therein, the purported terminations

1 pertaining thereto are null and void; consequently, the proper copyright ownership,
2 as to these compositions, should continue to rest with Warner/Chappell Music.
3 Third, because the 1980 Agreement was the original instrument of transfer of the
4 unpublished Unassigned Compositions and thus included the right of publication
5 which was not exercised within five years of such transfer, then the effective date of
6 termination noted in the notices pertaining to the unpublished Unassigned
7 Compositions is erroneous—consequently these notices should be declared invalid.
8 Fourth, assuming that the 1980 Agreement is not deemed to satisfy the 1976
9 Copyright Act's stated policy of allowing one further chance to renegotiate the
10 terms of an original copyright transfer, the transfer terms of the Assigned
11 Compositions, then, at a minimum, constitute a new and original transfer from
12 which the new termination dates should be calculated. Fifth, regardless of the prior
13 four points, what The Foundation is being presented with are multiple notices of
14 termination pertaining to the same compositions, not all of which can possibly be
15 valid. This scenario, which is entirely of Defendants' own making, beginning on
16 April 1, 2012, will make it very difficult, if not impossible, to exploit the valuable
17 copyrighted assets at issue because would-be third party licensees would have valid
18 doubts as to who is the proper copyright holder of these compositions. Thus, there
19 is an extreme likelihood that the value of these copyrighted assets will be
20 permanently damaged.

21 40. Moreover, because the royalty payments due to The Foundation as the
22 sole beneficiary of Ray Charles's estate, The Foundation will stand to be
23 substantially injured should these improper terminations be allowed to take effect.

24 FIRST CAUSE OF ACTION

25 (Declaratory and Injunctive Relief Against All Defendants)

26 41. The Foundation re-alleges and incorporates by reference each and
27 every allegation contained in paragraphs 1 through 40 of this Complaint as though
28 fully set forth herein.

1 42. An actual controversy has arisen, and now exists, between The
2 Foundation and Defendants concerning the validity and effectiveness of the
3 purported terminations of transfer under the 1976 Copyright Act.

4 43. For the foregoing reasons, The Foundation seeks the following
5 declaration from the Court:

- 6 (a) That the Statements are valid and enforceable contracts, and that
7 Defendants have breached these Statements;
- 8 (b) That the copyright termination of transfers served by the
9 Defendants are not terminable because the musical compositions
10 were created as works made for hire;
- 11 (c) That, in alternative to (b) above, the copyright terminations of
12 transfer served by the Defendants are invalid because they
13 attempt to nullify a renegotiation entered into in good faith by
14 Ray Charles and his publisher at the time as evidenced in the
15 1980 Agreement, in violation of the 1976 Copyright Act;
- 16 (d) That, in alternative to (b) and (c) above, that the operative
17 transfers for the Assigned Compositions are those contained in
18 the 1980 Agreement and that therefore the effective date of
19 termination must be computed from the 1980 Agreement;
- 20 (e) That the copyright terminations of transfer served by the
21 Defendants as to the unpublished Unassigned Compositions are
22 invalid because the effective date of termination chosen by
23 Defendants is incorrect given that the transfer contained in the
24 1980 Agreement of the unpublished Unassigned Compositions
25 included the publication right which was not exercised within
26 five years from such transfer; and
- 27 (f) That the Court determine which of the multiple terminations
28 pertaining to each individual musical composition is the

1 operative one, if any.

2 44. The Foundation is informed and believes, and based thereon alleges
3 that Defendants, and each of them, dispute each of The Foundation's contentions
4 hereinabove.

5 45. The Foundation desires a judicial determination of the validity and
6 effectiveness of the termination notices and its rights and obligations under both the
7 Statement and the 1976 Copyright Act. Such a declaration is necessary so that The
8 Foundation may ascertain its rights and obligations thereunder, to prevent further
9 breaches of the Statement, and to ensure that any clouds on the chain of title of the
10 copyrights at issue in this action be removed.

11 46. The actions of Defendants alleged have caused, and continue to cause,
12 great and irreparable harm to The Foundation which cannot be adequately measured
13 by money damages alone.

14 47. For the foregoing reasons, The Foundation also requests that an
15 injunction be entered whereby Defendants are enjoined from: (a) representing, or
16 allowing others either acting on their behalf or to whom they might have already
17 agreed to transfer the copyrights at issue in this action to represent to anyone that
18 Defendants, parties acting on behalf of Defendants, or parties to whom Defendants
19 might have already agreed to transfer the copyrights at issue in this action, are to
20 become, or have become, the rightful owners of the copyrights or interests in the
21 copyrights in the compositions at issue in this action following the various
22 purportedly effective dates of termination outlined in Exhibit A to this Complaint;
23 (b) entering into, or allowing others either acting on their behalf or to whom they
24 might have already agreed to transfer the copyrights at issue in this action to enter
25 into, any licensing agreements or any other arrangement that purports to transfer the
26 copyrights or interests in the copyrights in the compositions at issue in this action,
27 to any third parties (i.e., parties that, as of the date of this Complaint, do not already
28 own the copyright in these songs) following the various purportedly effective dates

1 of termination outlined in Exhibit A to this Complaint; and (c) using, or allowing
2 others either acting on their behalf or to whom they might have already agreed to
3 transfer the copyrights at issue in this action to use, the compositions at issue in this
4 action in any way (such as, but not limited to, reproduction, public performance,
5 and distribution), that is not consistent with the uses that would be permitted to any
6 non-copyright owner under the 1976 Copyright Act.

7 SECOND CAUSE OF ACTION

8 (Breach of Contract Against All Defendants)

9 48. The Foundation re-alleges and incorporates by reference each and
10 every allegation contained in paragraphs 1 through 47 of this Complaint as though
11 fully set forth herein.

12 49. The Foundation as the successor to Ray Charles and beneficiary of his
13 estate has materially performed the terms and conditions of the Statement in the
14 manner specified therein, except for those obligations, if any, that have been
15 waived, excused, or prevented by Defendants, and each of them.

16 50. Defendants, and each of them, have failed and refused, and continue to
17 fail and refuse, to tender their performance as required by the Statement.
18 Defendants have been in material breach and continue in material breach of the
19 following obligations, among others:

- 20 (a) By serving numerous termination of transfer notices which, if
21 allowed to take effect, will result in a monetary loss to The
22 Foundation as the beneficiary of Ray Charles's estate, thus
23 resulting in a claim against this estate in violation of their
24 agreement to waive any right to make a claim against Ray
25 Charles's estate; and
26 (b) By serving numerous termination of transfer notices which, if
27 allowed to take effect, will produce an income stream to the
28 Defendants at the expense of The Foundation in violation of

1 their agreement that they will not inherit anything other than the
2 irrevocable trust under Ray Charles's estate plan which
3 stipulates that such income streams are to go to The Foundation.

4 51. As a direct and proximate result of the foregoing material breaches of
5 the Statement, The Foundation has been, and will be, damaged in an amount of at
6 least \$500,000 per defendant (thus totaling at least \$3,500,000). The Foundation
7 will seek leave of this Court to amend this Complaint to reflect any further amounts
8 of damages once these have been ascertained.

9 THIRD CAUSE OF ACTION

10 (Breach of the Implied Covenant of Good Faith and
11 Fair Dealing Against All Defendants)

12 52. The Foundation re-alleges and incorporates by reference each and
13 every allegation contained in paragraphs 1 through 51 of this Complaint as though
14 fully set forth herein.

15 53. The Statement contains a covenant implied by law that Defendants,
16 and each of them, will act toward The Foundation (as successor-in-interest of Ray
17 Charles) in good faith and with fair dealing.

18 54. The implied covenant of good faith and fair dealing imposes upon
19 Defendants, and each of them, the duty not to take any action with the motive to
20 frustrate The Foundation's exercise of its rights under the Statement. The
21 Foundation alleges that Defendants, and each of them, in doing the acts alleged
22 herein, have breached the covenant of good faith and fair dealing implied in the
23 Statement in that they, in bad faith and with a motive to intentionally frustrate The
24 Foundation's exercise of its rights under the Statement, have perpetrated the above-
25 described acts and omissions, and through their willful acts of serving the
26 aforementioned copyright termination of transfer notices, have prevented The
27 Foundation from gaining the benefit of its bargain.
28

1 55. As a direct and proximate result of the above-described acts of
2 Defendants, and each of them, The Foundation has been damaged in an amount to
3 be established at trial.
4

5 WHEREFORE, The Foundation respectfully prays for judgment as follows:

6 1. For a declaration of The Foundation's rights under the Statement and
7 the 1976 Copyright Act as alleged hereinabove;

8 2. For actual and compensatory damages in an amount to be determined
9 at the trial of this action, but no less than \$500,000 per defendant for a total of at
10 least \$3,500,000;

11 3. For the imposition of a constructive trust for the benefit of The
12 Foundation upon all funds, assets, revenues and profits that Defendants, or each or
13 any of them, or parties acting on their behalf, or parties to whom Defendants might
14 have already agreed to transfer the copyrights at issue in this action, have received
15 or may receive from the future licensing or other exploitation of the musical
16 compositions at issue and listed in Exhibit A to this Complaint;

17 4. For an injunction against Defendants, and each of them, enjoining
18 them or any parties acting on their behalf, or parties to whom they might have
19 already agreed to transfer the copyrights at issue in this action from:

20 (a) Representing to anyone that they are to become, or have
21 become, the rightful owners of the copyrights in the songs at issue in this action
22 following the various purportedly effective dates of termination outlined in Exhibit
23 A to this Complaint;

24 (b) Entering into any licensing agreements, or any other
25 arrangement that purports to transfer the copyrights or any rights in the copyrights
26 in the songs at issue in this action, to any third parties (i.e., parties that, as of the
27 date of this Complaint, do not already own the copyright in these songs) following
28 the various purportedly effective dates of termination outlined in Exhibit A to this

1 Complaint; and

2 (c) Using the songs at issue in this action in any way (such as, but
3 not limited to, reproduction, public performance, and distribution), that is not
4 consistent with the uses that would be permitted to any non-copyright owner under
5 the 1976 Copyright Act.

6 5. For costs of suit herein incurred;

7 6. For reasonable attorneys' fees;

8 7. For interest on any monetary award to The Foundation;

9 8. For any other orders necessary to accomplish complete justice between
10 the parties; and

11 9. For such other and further relief as this Court may deem just and
12 proper.

13
14
15 DATED: March 28, 2012

**ROBINS, KAPLAN, MILLER & CIRESI
L.L.P.**

17
18 By: 

Yakub Hazzard
Rex D. Glensy

19
20 2049 Century Park East
Suite 3400
21 Los Angeles, CA 90067-3208
310-552-0130

**ATTORNEYS FOR PLAINTIFF
THE RAY CHARLES FOUNDATION**

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Date of Termination	Name of Song	Date of Putative Grant	Date of Calculation
4/1/2012	I Got a Woman	3/8/63	12/20/54 +56
4/1/2012	I Got a Sweetie	3/8/63	2/28/55 +56
4/1/2012	Come Back Baby	12/31/62	12/20/54 +56
4/1/2012	Mary Ann	3/22/63	1/23/56 +56
4/1/2012	Blackjack	12/31/62	9/9/55 +56
4/1/2012	This Little Girl of Mine	6/5/63	6/1/55 +56
4/1/2012	A Fool for You	2/15/62	6/1/55 +56
5/4/2012	Don't Deceive Me	11/30/55	5/31/56 +56
5/4/2012	Hallelujah, I Love Her So	2/15/63	5/3/56 +56
9/11/2012	Leave My Woman Alone	10/3/63	9/10/56 +56
1/19/2013	Ain't That Love	12/3/62	1/18/57 +56
1/19/2013	I Want to Know	3/8/63	1/18/57 +56
5/21/2013	It's All Right	3/8/63	5/20/57 +56
1/9/2014	What Kind of Man are You	6/5/63	1/8/58 +56
2/20/2014	This Little Girl of Mine	6/5/63	2/19/58 +56
7/25/2014	You Be My Baby	6/5/63	7/24/58 +56
7/26/2014	I Got a Sweetie	3/8/63	7/25/58 +56
11/4/2014	Blues Waltz	2/9/68	11/13/58 +56
11/7/2014	Rockhouse (Part 1)	4/1/63	11/6/58 +56
11/7/2014	Rockhouse (Part 2)	4/1/63	11/6/58 +56
11/14/2014	Hot Rod	9/23/80	11/13/58 +56
6/18/2015	Hallelujah, I Love Her So	2/15/63	6/17/59 +56
7/2/2015	Fathead	9/23/80	7/1/59 +56
11/15/2015	[Assigned and Unassigned Compositions]	9/23/80	9/23/80 +35
2/23/2017	Leave My Woman Alone	10/3/63	2/22/61 +56
9/8/2017	Hard Times	2/15/62	8/18/61 +56
9/12/2018	Blackjack	12/31/62	9/11/62 +56
9/12/2018	A Fool for You	2/15/62	9/11/62 +56
9/12/2018	Come Back Baby	12/31/62	9/11/62 +56
1/29/2019	Hard Times	2/15/62	1/28/63 +56
3/12/2019	Rockhouse	4/1/63	3/11/63 +56
4/20/2019	I Want to Know	3/8/63	4/19/63 +56

Date of Termination	Name of Song	Date of Putative Grant	Date of Calculation
4/23/2019	It's All Right	3/8/63	4/22/63 +56
5/3/2019	Mary Ann	3/22/63	5/2/63 +56
5/28/2019	Leave My Woman Alone	10/3/63	5/27/63 +56
6/7/2019	Hot Rod	9/23/80	6/6/63 +56
7/26/2019	Fathead	9/23/80	7/25/63 +56
9/28/2019	Tell Me How Do You Feel	10/3/63	9/27/62 +56
9/28/2019	What Kind of Man are You	6/5/63	9/27/62 +56

SCHEDULE A TO AGREEMENT DATED _____, 1980 BETWEEN
RAY CHARLES AND RIGHTSONG MUSIC, INC.

<u>Compositor</u>	<u>Writer(s)</u>	<u>Percentage(s)</u>
AIN'T THAT LOVE!	RAY CHARLES	100%
BLACKJACK	RAY CHARLES	100%
BLUES WALTZ	RAY CHARLES	100%
COME BACK BABY	RAY CHARLES	100%
DON'T DECEIVE ME	RAY CHARLES	100%
FATHEAD	RAY CHARLES	100%
FOOL FOR YOU, A	RAY CHARLES	100%
HALLELUJAH, I LOVE HER SO	RAY CHARLES	100%
HARD TIMES (NO ONE KNOWS BETTER THAN I)	RAY CHARLES	100%
HOT ROD	RAY CHARLES	100%
I GOT A WOMAN (a/k/a I GOT A SWEETIE)	RAY CHARLES	100%)
I WANT TO KNOW	RAY CHARLES	100%
IT'S ALL RIGHT	RAY CHARLES	100%
LEAVE MY WOMAN ALONE	RAY CHARLES	100%
MARY ANN	RAY CHARLES	100%
ROCK, THE	RAY CHARLES	100%
ROCKHOUSE, PT. I	RAY CHARLES	100%
ROCKHOUSE, PT. II	RAY CHARLES	100%
TELL ME HOW DO YOU FEEL	RAY CHARLES PERCY MAYFIELD	50% 50%
THIS LITTLE GIRL OF MINE	RAY CHARLES	100%
WHAT KIND OF MAN ARE YOU	RAY CHARLES	100%
YOU BE MY BABY	DOC POMUS MORT SHUMAN RAY CHARLES	33-1/3% 33-1/3% 33-1/3%

SCHEDULE B TO AGREEMENT DATED _____, 1980 BETWEEN
 RAY CHARLES and RIGHTSONG MUSIC, INC.

<u>Composition</u>	<u>Writer(s)</u>	<u>Percentage(s)</u>
BIT OF SOUL, A	RAY CHARLES	100%
BLUE FUNK	RAY CHARLES	100%
BLUE GENIUS	RAY CHARLES	100%
CHARLESVILLE	RAY CHARLES	100%
COSMIC RAY	RAY CHARLES	100%
DAWN RAY	RAY CHARLES	100%
DON'T YOU KNOW	RAY CHARLES	100%
FUNNY BUT I STILL LOVE YOU	RAY CHARLES	100%
GENIUS AFTER HOURS, THE	RAY CHARLES	100%
HORNFUL SOUL	RAY CHARLES	100%
I BELIEVE TO MY SOUL	RAY CHARLES	100%
I HAD A DREAM	RAY CHARLES	100%
I WONDER WHO	RAY CHARLES	100%
JOY RIDE	RAY CHARLES	100%
JUMPIN' IN THE MORNING	RAY CHARLES	100%
LOVE ON MY MIND	RAY CHARLES	100%
MR. CHARLES BLUES	RAY CHARLES	100%
MY BONNIE	RAY CHARLES	100%
NOBODY CARES	RAY CHARLES	100%
RAY'S BLUES	RAY CHARLES	100%
SOME DAY BABY	RAY CHARLES	100%
SWANEE RIVER ROCK	RAY CHARLES	100%
SWEET SIXTEEN BARS	RAY CHARLES	100%
TELL ALL THE WORLD ABOUT YOU	RAY CHARLES	100%
TAKIN' BOUT YOU	RAY CHARLES	100%
THAT'S ENOUGH	RAY CHARLES	100%
WHAT WOULD I DO WITHOUT YOU	RAY CHARLES	100%
WHAT'D I SAY	RAY CHARLES	100%
X-RAY BLUES	RAY CHARLES	100%

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself)
The Ray Charles Foundation, a California Corporation

DEFENDANTS
Raenee Robinson; Ray Charles Robinson, Jr.; Sheila Robinson; David Robinson;
Robert F. Robinson; Reatha Butler; and, Robyn Moffett

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
Yakub Hazzard & Rex Glensy - Robins, Kaplan, Miller & Ciresi L.L.P.
2049 Century Park East, Suite 3400, Los Angeles CA 90067-3208
Telephone: 310-552-0130

Attorneys (If Known)
Marc Toberoff - Toberoff & Associates, P.C.
22337 Pacific Coast Highway # 348
Malibu, California 90265
Telephone: 310-246-3333

II. BASIS OF JURISDICTION (Place an X in one box only.)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No

MONEY DEMANDED IN COMPLAINT: \$ 3,500,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

17 U.S.C. §§ 101 et seq - Declaratory Relief, Breach of Contract, and Breach of the Implied Covenant of Good Faith and Fair dealing re: Copyright Termination Notices

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV12-02725

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Ray Charles Foundation - County of Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
See Attached Ex. A	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
County of Los Angeles	

*** Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties**

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date March 28, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

Exhibit A

List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides

1. Defendant RAENEE ROBINSON - County of Los Angeles
2. Defendant RAY CHARLES ROBINSON, JR. - County of Los Angeles
3. Defendant SHEILA ROBINSON - State of Minnesota
4. Defendant DAVID ROBINSON - County of San Diego
5. Defendant ROBERT F. ROBINSON - County of Los Angeles
6. Defendant REATHA BUTLER - State of Colorado
7. Defendant ROBYN MOFFETT - State of Michigan