

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TAB VIRGIL, JR. p/k/a “TURK”

Civil Action No. _____

VERSUS

Judge _____

CASH MONEY RECORDS, INC. and
MONEY MACK MUSIC, INC.

Magistrate Judge _____

COMPLAINT

Plaintiff, Tab Virgil, Jr. p/k/a “Turk” (hereinafter “Virgil” or “Plaintiff”), by and through his undersigned counsel, files this complaint and respectfully asserts the following claims against Defendant, Cash Money Records, Inc. (“Cash Money”), and Defendant, Money Mack Music, Inc. (“Money Mack”). (Cash Money and Money Mack shall be jointly referred to hereafter as “Defendants”). In support thereof, the Plaintiff alleges as follows:

INTRODUCTION

1. Plaintiff is owed substantial sums of money in the form of artist royalties and music publishing royalties from Defendants for the exclusive recording and songwriting services provided to Defendants. Such money is due from the exploitation of musical compositions written by Plaintiff, pursuant to and in accordance with an exclusive solo artist recording and music publishing/administration agreement, and an exclusive group artist recording and music publishing/administration agreement. Cash Money entered into these agreements and signed Plaintiff in or about November 1998, as its exclusive solo recording artist p/k/a “Turk”, as an exclusive songwriter, and exclusive group artist of the classic Hip-Hop supergroup, *The Hot Boy\$*. Its members included Plaintiff, and the other legendary rap artists: Lil Wayne, B.G. and

Juvenile. Cash Money has sold well over 2 million *Hot Boy\$* albums and singles to date in the United States alone.

2. Plaintiff has not been paid any artist royalties and music publishing royalties, leaving substantial amounts due and owing by Defendants in accordance with the terms and conditions of the foregoing agreements. No accountings of artist royalties or music publishing royalties have ever been rendered by Defendants to Plaintiff.

3. As a result, Plaintiff files this action for an accounting, breach of contract, unjust enrichment, and declaratory judgment for contract dissolution.

JURISDICTION, VENUE AND PARTIES

4. Virgil is an individual currently residing in the State of Tennessee.

5. Upon information and belief, Cash Money is a Louisiana corporation organized and existing under the laws of the State of Louisiana, maintaining places of business in New Orleans, Louisiana and Miami, Florida.

6. Upon information and belief, Money Mack is a Louisiana corporation organized and existing under the laws of the State of Louisiana, maintaining places of business in New Orleans, Louisiana and Miami, Florida.

7. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 because Virgil and Defendants reside in different states and the amount in controversy in this action, exclusive of interest and costs, exceeds the sum or value of \$75,000.00.

8. Venue is proper in this District under and pursuant to 28 U.S.C. § 1391(b) in that Defendants reside and are subject to personal jurisdiction within this District.

FACTUAL ALLEGATIONS

9. Plaintiff is a legendary, chart topping rapper, originally hailing from New Orleans, Louisiana. Plaintiff's debut album "Young & Thuggin'" went Top 10 on the Billboard Top 200 Chart peaking at Number 9, pushing the album to Gold Certification with the Recording Industry Association of America. Plaintiff was also a key member of the hip-hop supergroup *The Hot Boy\$* and featured on, among many others, the RIAA Platinum Certified albums "The Block Is Hot", "Chopper City In The Ghetto" and the *Big Tymers* platinum album "I Got That Work" which debuted #3 on the Billboard Top 200 Chart.

10. Cash Money, is a prominent American record label, with distribution through Republic Records/Universal Music Group ("UMG"). Cash Money has signed some of the most well-known musical artists in the hip-hop and pop music genres including Grammy Award winning and multi-platinum album selling artists, such as "Lil Wayne", "Drake", and "Nicki Minaj."

11. In or about November 1998, Plaintiff entered into and executed an exclusive solo artist recording and music publishing/administration agreement, and an exclusive group artist recording and music publishing/administration agreement with Cash Money (the "Exclusive Artist Recording Agreements").

12. Pursuant to the Exclusive Artist Recording Agreements, Plaintiff furnished his exclusive services to Cash Money as recording artist and songwriter.

13. Upon information and belief, under the terms of the Exclusive Artist Recording Agreements, Cash Money agreed to pay to Plaintiff (a) artist advances, (b) artist royalties, (c) publishing advances, and (d) music publishing royalties, all pursuant to the terms and conditions contained in the Exclusive Artist Recording Agreements.

14. Pursuant to such Agreements, Cash Money released and caused to be distributed and sold master recordings upon which Plaintiff's solo performances, group artist performances as a noted member of *The Hot Boy\$*, and featured artist performances, are embodied, along with the musical compositions written in whole or in part by Plaintiff, including the following: "4 Minutes", "6 Figure", "A Million and One Things", "All Night", "At The Same Time", "Baller Blockin'", "Bling, Bling", "Blood Thicker", "Bout To Go Down", "Boys At War", "Cash Money Niggaz", "Change The World", "Dirty World", "Finna Records", "Freak Da Hoes", "Get It How U Live!", "Get Out Tha Way", "Growing Up", "Ha", "Hallways & Cuts", "Hide Out or Ride Out", "Hatin" (Skit), "Hit U Up", "Hope You Niggas Sleep", "Hot Boys 226", "I Did That", "I Feel", "I'm Comin'", "I Need A Hot Girl", "Infrared Dot", "It's In Me", "Kisha", "Knock Out", "Let Us Stunt", "My Life", "Neighborhood Superstar", "Never Had Shit", "Off Tha Porch", "One Saturday Night", "Play'n It Raw", "Playa Why U Hating", "Police" (Skit), "Project", "Public Service Announcement", "Respect My Mind", "Ride 2Night", "Ridin'", "Rock Ice", "Seattle Slew" (Skit), "Set It Off" (Radio Remix), "Shine", "Shoot First", "Soldierette", "50 Shots Set's It Off", "Sick Uncle", "Spittin' Game", "Stay In Da Zone", "Take It Off Your Shoulder", "Tha Hood", "Tha Man", "Too Hot", "Tuesday & Thursday", "Trife Livin'", "U.P.T.", "Up To Me", "Wanna Be Down". "We Ain't Stoppin'", "We Hustle", "We On Fire", "Wee Hour Walkin'", "What's That Smell", "What Would You Do", "Welcome 2 Tha Nolia", "Yes We Do", "You Want War", "Uptown" and "Untamed Gorilla" (the "Musical Compositions").

15. Upon information and belief, upon its formation in July 1999, Money Mack assumed payment of publishing advances and music publishing royalties under the Exclusive Artist Recording Agreements.

16. Upon information and belief, Defendants have received millions of dollars in advances and revenues from UMG, and other third party licensees, from the sound recordings and musical compositions created in whole or in part by Plaintiff.

17. Notwithstanding this, Defendants have failed to provide Plaintiff with full and accurate accountings relating to Plaintiff's artist royalties and Plaintiff's music publishing royalties. Defendants have also failed to pay Plaintiff *any* advances, *any* royalties, *any* artist royalties or *any* music publishing royalties, whatsoever in connection with the Exclusive Artist Recording Agreements.

18. Defendants also have failed to abide by their obligations as Plaintiff's exclusive administrator: (a) by failing to register with the U.S. Copyright Office the musical compositions written whole or in part by Plaintiff so as to reflect his copyright interest; and (b) by failing to register Plaintiff's shares of the following Musical Compositions, including, each and every musical composition embodied upon Plaintiff's solo album release, "Young & Thuggin", with Plaintiff's performing rights organization, Broadcast Music Incorporated ("BMI"). Such failure has resulted in Plaintiff not receiving *any* so-called "publisher's share" and "writer's share" of public performance royalties that would have been paid by BMI had these Musical Compositions been properly registered:

"I Did That"

"Hide Out or Ride Out"

"Spittin' Game"

"Welcome 2 Tha Nolia"

"Ha" Remix featuring Turk

"Up to Me"

"You Want War"

"A Million and One Things"

"Tha Man"

“We Hustle”
“Let Us Stunt”
“Uptown”
“Intro”
“Bout To Go Down”
“Yes We Do”
“At The Same Time”
“Growing Up”
“Hatin” (Skit)
“Untamed Gorilla”
“Public Service Announcement”
“One Saturday Night”
“What Would You Do”
“Project”
“Seattle Slew” (Skit)
“Police” (Skit)
“Soldierette”
“All Night”
“Finna Records”
“Wanna Be Down”
“Trife Livin”
“Hallways & Cuts”
“4 Minutes”
“Set It Off” (Radio Remix)
“Murder”

CAUSES OF ACTION

COUNT ONE: ACCOUNTING

19. Plaintiff incorporates and re-alleges the allegations of paragraphs 1-18 above as though fully set forth herein.

20. At all times relevant, Defendants owed a fiduciary duty to Plaintiff which Defendants have breached.

21. Plaintiff is entitled to an accounting from Defendants to ascertain the damages suffered by Plaintiff resulting from Defendants’ breach of their fiduciary obligations, and to determine the amounts owed to Plaintiff in advances, artist royalties and music publishing royalties from the sale and licensing of albums, the master recordings embodied upon the

albums, and the musical compositions embodied upon the master recordings contained on the albums and singles, inclusive of all digital download and ringtone sales, released or otherwise exploited by Defendants.

COUNT TWO: BREACH OF CONTRACT

22. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 21 above as though fully set forth herein.

23. Despite Plaintiff's full performance of all Plaintiff's obligations under the Exclusive Artist Recording Agreements, Defendants have neither accounted to nor paid Plaintiff to date any artist advances, artist royalties, publishing advances and music publishing royalties, in accordance with the terms and conditions of the Exclusive Artist Recording Agreements.

24. Defendants have also failed to properly register plaintiff's interest in musical compositions which he wrote in whole or in part with either the U.S. Copyright Office or BMI.

25. Defendants have thereby breached the Exclusive Artist Recording Agreements causing damage to Plaintiff in an amount to be determined at trial, not less than \$1,300,000.00.

COUNT THREE: DECLARATORY JUDGMENT OF CONTRACT DISSOLUTION

26. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 25 above as though fully set forth herein.

27. Upon information and belief, the Exclusive Artist Recording Agreements are governed by and interpreted in accordance with the laws of the State of Louisiana applicable to agreements entered into and wholly performed in such state.

28. Defendants' failure to perform their obligations under the Exclusive Artist Recording Agreements as set forth above dissolved the agreements pursuant to Louisiana Civil Code Article 2013.

29. Plaintiff is entitled to a declaratory judgment that the Exclusive Artist Recording Agreements are dissolved, have no further force or effect, and Plaintiff possesses and has possessed all rights and interests, including intellectual property interests, purportedly transferred and assigned by him under the Exclusive Artist Recording Agreements.

COUNT FOUR: ALTERNATIVE CAUSE OF ACTION FOR UNJUST ENRICHMENT

30. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 18 above as though fully set forth herein.

31. As established herein, namely in paragraphs 1 through 18 above, Defendants have been enriched to Plaintiff's financial detriment and impoverishment.

32. A connection exists between the unjust enrichment of Defendants and Plaintiff's impoverishment.

33. There exists no just cause or justification for Defendants' enrichment or Plaintiff's impoverishment.

34. Accordingly, in the event the factfinder determines that no contract or contracts govern the prior relationship between the parties, and in order to prevent the unjust enrichment of Defendants by taking the benefits and results of Plaintiff's creative services and failing to pay Plaintiff, thereby resulting in the impoverishment of monies otherwise owed to him, Plaintiff is entitled to recover from Defendants under a theory of unjust enrichment in an amount to be determined at trial, not less than \$1,300,000.00.

35. Plaintiff demands a jury trial on all the Counts alleged herein.

36. Plaintiff hereby reserves the right to supplement and amend this Complaint as and when additional facts are made known to Plaintiff.

WHEREFORE, plaintiff, Tab Virgil, Jr. p/k/a “Turk”, prays that after due proceedings, there be a judgment entered in his favor and against defendants, Cash Money Records, Inc., and defendant, Money Mack Music, Inc.:

- (a) On Count One for an order directing an accounting;
- (b) On Counts Two for damages in an amount to be determined at trial, not less than \$1,300,000;
- (c) On Count Three for a declaration that the Exclusive Artist Recording Agreements are dissolved and that Plaintiff possesses and has possessed all rights and interests, including intellectual property interests, purportedly transferred and assigned by him under the Exclusive Artist Recording Agreements;
- (d) On Counts Four for damages in an amount to be determined at trial, not less than \$1,300,000, in the event the factfinder determines that no contract or contracts govern the prior relationship between the parties;
- (e) On all Plaintiff’s Counts for reasonable attorneys’ fees, costs of these proceedings, and legal interest;

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(f) For such other and further relief to which Plaintiff may be entitled in law and equity.

Dated: February 5, 2015

Respectfully submitted,

s/Patrick E. Costello

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