

FILED

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10 FEB 11 PM 2:01

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

BY: _____

9 Attorneys for Plaintiff
10 ANDRE YOUNG pka DR. DRE

11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 ANDRE YOUNG pka DR. DRE, an
14 individual,

15 Plaintiff,

16 vs.

17 WIDEAWAKE DEATH ROW
18 ENTERTAINMENT LLC, a limited
19 liability company; WIDEAWAKE
20 ENTERTAINMENT GROUP, INC., a
21 corporation; WIDEAWAKE HOLDING
22 COMPANY, INC., a corporation; and
23 DOES 1 through 10, inclusive,

24 Defendants.

CASE NO. **CV 10-01019-CAS/JEM**

COMPLAINT for

- 1) Breach of Contract
- 2) False Advertising
- 3) Trademark Infringement
- 4) Trademark Dilution
- 5) Misappropriation of Common Law Right of Publicity
- 6) Violation of California Civil Code Section 3344
- 7) Unfair Competition
- 8) Constructive Trust

DEMAND FOR JURY TRIAL

25 Plaintiff Andre Young p/k/a Dre ("Dr. Dre" or "plaintiff") hereby alleges as
26 follows:

27 1. Plaintiff is an internationally renowned and immensely popular
28 composer, producer, recording artist and performer, with an excellent reputation
among the public and the critical community for his music. His critically acclaimed
and commercially successful works include his classic debut solo album "Dr. Dre
The Chronic" ("*The Chronic*"), released in or about November 1992 on the record
label he co-founded, Death Row Records, Inc. ("Death Row").

1 2. Dr. Dre made a well-publicized escape from Death Row in 1996,
2 leaving the record label with limited rights to continue to exploit *The Chronic*, and
3 no other Dr. Dre recordings, subject to the obligation of Death Row to pay royalties
4 for use of those rights. From 1996 until Death Row's descent into bankruptcy, not a
5 dime of royalties had been paid.

6 3. In 2009, Death Row's music catalogue, including rights and obligations
7 relating to *The Chronic*, was transferred through a federal bankruptcy proceeding to
8 WIDEawake Entertainment, a purchaser that promised a new era of Death Row
9 Records actually paying royalties to its artists and honoring its other commitments.

10 4. Specifically, the CEO of the supposedly new and improved Death Row
11 Records stated: "I don't think anyone could do as bad as the last guy. Failure to
12 provide royalties and whatever craziness went on, that's not my way. It's ethically
13 wrong. I can't do that," promised Lara Levi, CEO of WIDEawake Entertainment.

14 5. Notwithstanding the rhetoric, this was another example of "meet the
15 new boss, same as the old boss." Dr. Dre has never been paid, either by Defendants
16 or their predecessors. Defendants have also released to the public a Dr. Dre album
17 entitled *The Chronic Re-Lit*, as well as a "Greatest Hits" album, without
18 authorization. Neither Defendants nor their predecessors have honored a word of
19 their agreements with Dr. Dre. This lawsuit is to make sure that Defendants don't
20 forget about Dre.

21 6. Whether you get thugged or the check just doesn't come, it's all the
22 same – someone else has your money. And whether it's a platitude-spouting, self-
23 proclaimed soccer mom or a supposed gangster who isn't paying you, it doesn't
24 change the fact that you're not getting paid.

25 7. "Things just ain't the same for gangsters ... I've seen them come, I've
26 watched them go ... watched the lawsuits when they lost the dough ... I just sit back
27 and watch the show ..." – Dr. Dre, plaintiff.

28 ///

THE PARTIES

1
2 8. Plaintiff is informed and believes and based thereon alleges that
3 defendant WIDEawake Holding Company Inc. (“WHC”) is a corporation organized
4 and existing under the laws of Canada, with its principal place of business in
5 Toronto, Canada.

6 9. Plaintiff is informed and believes and based thereon alleges that
7 defendant WIDEawake Entertainment Group Inc. (“WEG”) is a business entity with
8 its principal place of business in Toronto, Canada; that WHC owns and controls
9 WEG; and that WHC conducts business through and as WEG.

10 10. Plaintiff is informed and believes and based thereon alleges that
11 defendant WIDEawake Death Row Entertainment LLC (“WDRE”) is a business
12 entity with its principal place of business in Toronto, Canada; that WHC and WEG
13 own and control WDRE; and that WHC and WEG conduct business through and as
14 WDRE.

15 11. Plaintiff is informed and believes that Lara Lavi (“Lavi”) is an
16 individual residing in Toronto, Canada and a citizen of the State of Washington;
17 formerly an attorney practicing in the State of Washington with expertise in
18 intellectual property, publicity and contractual rights such as those at issue herein;
19 and the Chief Executive Officer and an owner of WHC, WEG and/or WDRE.

20 12. Plaintiff sues Does 1 through 10, inclusive, herein under fictitious
21 names. Plaintiff does not know their true names and capacities. When plaintiff
22 ascertains the Doe defendants’ true names and capacities, plaintiff will amend this
23 complaint by inserting their true names and capacities herein. On information and
24 belief each defendant named herein as a Doe acted with the other defendants and is
25 responsible for the damages to plaintiff herein alleged. Each reference in this
26 complaint to defendants, or to any of them, also refers to all defendants sued under
27 fictitious names.

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1 \$75,000 exclusive of interest and costs.

2 18. Venue. Venue lies within this district pursuant to 28 U.S.C. section
3 1391(b)(2) because a substantial part of the events and omissions giving rise to
4 plaintiff's claims alleged herein occurred in this district; and pursuant to 28 U.S.C.
5 section 1391(d), because three of the defendants herein are aliens.

6 **FACTS APPLICABLE TO ALL CLAIMS FOR RELIEF**

7 **A. Formation of Death Row and the 1991 Agreement, and Plaintiff's**
8 **Recordings with Death Row Including *The Chronic***

9 19. In 1991, plaintiff and non-party Marion "Suge" Knight ("Knight")
10 founded Death Row to produce phono records in the rap music genre. Plaintiff
11 initially held a 50% ownership interest in Death Row.

12 20. In 1991 and 1992, plaintiff created, produced, and was the principal
13 performer on all master recordings embodied on *The Chronic*.

14 21. Prior to March 14, 1996, plaintiff also produced, and composed and
15 performed on, songs appearing on other Death Row-released sound recordings in
16 addition to *The Chronic*, including, but not limited to, the albums *Doggystyle*, *Above*
17 *the Rim* and *Murder Was the Case*, the 2Pac song "California Love," and others
18 (collectively, the "Dre Recordings").

19 22. When plaintiff and Knight formed Death Row in 1991, plaintiff orally
20 and impliedly granted Death Row a non-exclusive license to release sound
21 recordings that he produced, composed and/or performed on in exchange for Death
22 Row's payment to him of applicable artist's royalties, mechanical royalties, and
23 producer royalties in amounts commensurate with his status in the music industry,
24 except as the parties might otherwise agree (the "1991 Agreement").

25 **B. The 1992 Agreement**

26 23. In or about Fall 1992, plaintiff granted Death Row a non-exclusive
27 license to distribute *The Chronic* in exchange for Death Row's agreement to pay
28 him a royalty of 18% of the suggested retail price on all copies sold of *The Chronic*

1 (“*The Chronic* Royalties”) (the “1992 Agreement”).

2 24. As part of the 1992 Agreement, Death Row also agreed to pay plaintiff
3 a royalty of 4% of the suggested list retail price of all sound recordings that plaintiff
4 produced for artists signed to Death Row (the “Producer Royalties”).

5 **C. The 1996 Agreement**

6 25. On or about March 14, 1996, plaintiff, Knight and Death Row entered
7 into a written agreement (the “1996 Agreement”), a copy of which is attached hereto
8 as Exhibit “1” and incorporated herein by reference, pursuant to which:

9 a. Plaintiff relinquished his 50% ownership interest in Death Row;

10 b. Plaintiff quitclaimed to Death Row his copyrights in sound
11 recordings previously released by Death Row, including *The Chronic* and the Dre
12 Recordings (the “Copyrights”), subject to the condition that “unless the parties
13 hereto otherwise agree in writing, the foregoing master recordings shall only be
14 distributed in the manners heretofore distributed;” and

15 c. Death Row agreed to pay plaintiff *The Chronic* Royalties, the
16 Producer Royalties, and all other royalties due and to become due to him from and
17 after January 1, 1996 under the 1991 and 1992 Agreements, or otherwise.

18 26. Pursuant to the 1992 and 1996 Agreements, plaintiff relinquished to
19 Death Row the master recordings and copyrights of *The Chronic*, *Doggystyle*,
20 *Murder Was the Case* and *Above the Rim*, and the other Dre Recordings theretofore
21 released by Death Row (collectively, the “Copyrights”).

22 27. The 1996 Agreement effected the transfer of the Copyrights to Death
23 Row. At the same time, it strictly circumscribed the ways in which Death Row was
24 permitted to exploit the *The Chronic*. Such terms are consistent with custom and
25 practice in the music industry. They allow the parties to complete a copyright
26 transfer, while prohibiting certain types of future exploitation or deferring
27 negotiations over particular uses of the copyright that the transferor, at the time of
28 the transaction, wishes to control. If the transferee desires to engage in such uses in

1 the future, it must negotiate with the transferor for them at that time. Such terms are
2 critical to artists because they enable the artists to retain control over how, when and
3 the terms pursuant to which their creative output is presented to the public.

4 28. At the time of the 1996 Agreement, *The Chronic* and the Dre
5 Recordings had been distributed on vinyl records, cassette audiotapes and compact
6 discs, with the same artwork, recordings, masters and mixes as their earlier releases,
7 and in no other manner, medium or configuration. Specifically, Death Row had no
8 rights to distribute *The Chronic* digitally or in any other configuration.

9 **D. The Death Row Bankruptcy and Defendant's Acquisition of The**
10 **Copyrights Subject to the 1991, 1992 and 1996 Agreements**

11 29. In or about April 2006, Death Row filed for bankruptcy protection in
12 the United States Bankruptcy Court for the Central District of California under
13 Chapter 11 of the United States Bankruptcy Act.

14 30. On or about January 15, 2009, at an auction at the United States
15 Bankruptcy Court for the Central District of California, defendants purchased Death
16 Row and its assets, including the copyrights to *The Chronic* and the other Dre
17 Recordings, subject to the 1991, 1992 and 1996 Agreements and the conditions and
18 limitations therein.

19 **E. Plaintiff's Notice to Defendants of the Conditions and Limitations**
20 **in the Agreements between Dr. Dre and Death Row, and**
21 **Defendants' Subsequent Release of "Re-Lit" in Intentional**
22 **Violation of Plaintiff's Rights**

23 31. In Spring 2009, including, but not limited to, in telephone
24 conversations and personal meeting with and in a detailed June 16, 2009 email to
25 Lavi, plaintiff's counsel expressly and specifically notified defendants of their
26 contractual obligations to plaintiff, including that the 1996 Agreement prohibited
27 defendants from releasing *The Chronic* in any manner in which it was not
28 distributed prior to the 1996 Agreement.

1 32. Plaintiff is informed and believes that defendants were already aware of
2 those limitations including, but not limited to, as a result of their due diligence
3 before purchasing the Death Row assets.

4 33. Among other things, plaintiff notified defendants, in writing, that the
5 1996 Agreement prohibited defendants from digitally distributing or recompiling
6 *The Chronic* or licensing any of the recordings thereon for use by third parties.
7 Defendants also reminded defendants that, as they already knew, they had no right
8 to use plaintiff's name, likeness, voice or performances (other than as specifically
9 allowed under the 1996 Agreement) for any purpose.

10 34. In the June 16, 2009 email, plaintiff proposed terms under which he
11 would permit defendants to exploit *The Chronic* in manners beyond those permitted
12 under the 1996 Agreement, including to digitally distribute the album.

13 35. Defendants ignored plaintiff's proposal.

14 36. On or about August 31, 2009, defendants released and commenced
15 distributing and selling throughout North America, including, but not limited to, in
16 this District, an album and DVD entitled *The Chronic Re-Lit & From the Vault*
17 ("*Re-Lit*").

18 37. *Re-Lit* and defendants' exploitation of it, perpetrated after attorney Lavi
19 received actual notice of plaintiff's rights and his non-consent to any such use, is a
20 brazen disregard of plaintiff's intellectual property rights; a calculated breach of the
21 1996 Agreement; a willful violation of plaintiff's rights to his name and likeness,
22 and his trademark, "Dr. Dre" (the "Mark"); and a fraud on the public, including, but
23 not limited to, as follows:

24 a. *Re-Lit* uses *The Chronic* to foist on an unsuspecting public an
25 unauthorized version of *The Chronic*, miscellaneous advertisements, and sound
26 recordings that plaintiff did not endorse.

27 b. Without plaintiff's permission, the cover of *Re-Lit* consists
28 almost entirely of plaintiff's Mark, name and likeness, in an effort to fool the public

1 into believing that he endorsed defendants' wrongful release of *The Chronic* on *Re-*
2 *Lit*, to falsely associate plaintiff with the fraudulent "remix" of *The Chronic*, and
3 generally to falsely associate plaintiff with the wrongful release.

4 c. *Re-Lit* incorporates *The Chronic* with different material than the
5 original release, in breach of the express limitations in the 1996 Agreement;

6 d. *Re-Lit* purports to contain re-mastered versions of the master
7 recordings as they appeared on *The Chronic*;

8 e. The cover of *Re-Lit* contains different artwork than *The Chronic*;

9 f. Without plaintiff's consent or pre-knowledge, *Re-Lit* includes an
10 interview with plaintiff and photographs and video recordings of his likeness, voice,
11 and performances, in a further effort falsely to associate plaintiff with *Re-Lit*, the
12 bogus "re-master" of *The Chronic*, and the sale of the additional material contained
13 on *Re-Lit*.

14 g. Without plaintiff's consent, and knowing it to be untrue,
15 defendants have falsely advertised to the public that the fraudulent "re-mix" of *The*
16 *Chronic* in *Re-Lit* is "the way Dre wanted" the recording to be heard.

17 **F. Defendant's Other Breaches of the 1991, 1992 and 1996**
18 **Agreements**

19 **1. Failure to Account and Pay Royalties**

20 38. Defendants have breached the 1991, 1992 and 1996 Agreements by
21 failing and refusing to account to plaintiff for Producer Royalties, *The Chronic*
22 Royalties, or any of the other royalties due him, and have failed to pay mechanical
23 royalties to plaintiff's publisher.

24 **2. Digital Distribution of Dre Recordings**

25 39. Defendants have also breached the 1996 Agreement by digitally
26 distributing *The Chronic*.

27 ///

28 ///

1 **3. Inclusion of Dre Recordings in More than One "Greatest**
2 **Hits" or "Best of" Album**

3 40. Since acquiring Death Row defendants have continued to sell and
4 distribute a compilation album entitled *Death Row's Greatest Hits* which included
5 several of the sound recordings from *The Chronic*, such as "Nuthin' but a G Thang,"
6 "Let Me Ride," "Lil' Ghetto Boy," and "Stranded on Death Row." That album
7 constituted the one Death Row "Greatest Hits" or "Best of" album permitted under
8 the 1996 Agreement.

9 41. In breach of the 1996 Agreement, defendants have also continued to
10 distribute the following Death Row albums that contain plaintiff's sound recordings
11 from *The Chronic* in violation of the 1996 Agreement in the following additional
12 "greatest hits" type packages (collectively, the "Unauthorized Greatest Hit
13 Packages"):

14 a. *The Very Best of Death Row*, which includes "Nuthin' But a G'
15 Thang" and "Let Me Ride" from *The Chronic*;

16 b. *15 Years on Death Row*, which includes "Nuthin' but a
17 G Thang," "Let Me Ride" and "Lil' Ghetto Boy" from *The Chronic*; and *Chronicles:*
18 *Death Row Classics*;

19 c. *The Death Row Singles Collection*, which includes "Nuthin' But
20 a G Thang," and "Let Me Ride"; and

21 d. *Dr. Dre – Chronicles Deluxe: Death Row Classics*, which
22 includes "Nuthin But a G Thang" and "Let Me Ride," unauthorized videos featuring
23 plaintiff's performances and sound recordings, and the wrongful, unauthorized use
24 of plaintiff's name and likeness.

25 **FIRST CLAIM FOR RELIEF**

26 **(Breach of Contract Against All Defendants)**

27 42. Plaintiff realleges and incorporates by reference paragraphs 1 through
28 41, inclusive above, as though fully set forth.

1 49. Plaintiff never authorized, approved, endorsed, or sponsored *Re-Lit* or
2 the Unauthorized Greatest Hit Packages and never authorized, approved, or
3 consented to defendants' use of his name, likeness, or Mark on or in connection with
4 them, or at all, except as narrowly permitted in the 1996 Agreement.

5 50. As a direct and proximate result of defendants' conduct, plaintiff has
6 been damaged and will continue to be damaged in an amount to be proven at trial.

7 51. Pursuant to 15 U.S.C. §§ 1116(a), 1118, and 1125(a), plaintiff is
8 entitled to an Order enjoining defendants from marketing, distributing, or selling *Re-*
9 *Lit* and the Unauthorized Greatest Hit Packages and impounding and destroying all
10 copies of and marketing materials pertaining to them.

11 52. Pursuant to 15 U.S.C. § 1117(a), plaintiff is entitled to an Order: (a)
12 requiring defendants to account for and pay to plaintiff all profits derived by
13 defendant from their conduct alleged herein, to be increased according to applicable
14 provisions of law, and (b) awarding all damages sustained by plaintiff and caused by
15 defendants.

16 53. Defendants' conduct alleged herein was intentional, egregious, and
17 without foundation in law and, therefore, under 15 U.S.C. § 1117(a) plaintiff is
18 entitled to an award of treble damages against defendants, and each of them.

19 54. Defendants' acts make this an exceptional case under 15 U.S.C. §
20 1117(a), thereby entitling plaintiff to an award of reasonable attorneys' fees.

21 **THIRD CLAIM FOR RELIEF**

22 **(Trademark Infringement—Lanham Act, 15 U.S.C. § 1114**

23 **Against All Defendants)**

24 55. Plaintiff realleges and incorporates by reference paragraphs 1 through
25 54, inclusive above, as though fully set forth.

26 56. Without plaintiff's permission or consent, defendants have engaged in
27 the unauthorized use in commerce of reproductions, counterfeits, copies and/or
28 imitations of plaintiff's registered trademarks in connection with defendants'

1 advertising, distribution, offering for sale, and sales of *Re-Lit* and the Unauthorized
2 Greatest Hits Packages, and in their promotion of their business and other
3 merchandise.

4 57. Defendants' unauthorized use of plaintiff's trademarks in commerce on
5 and in connection with *Re-Lit* and the Unauthorized Greatest Hits Packages, and in
6 their promotion of themselves and their other merchandise, is and was likely to
7 cause confusion, or to cause mistake, or to deceive the public, as described above, in
8 violation of the Lanham Act, 15 U.S.C. § 1114(1). Defendants have committed
9 these acts with the knowledge and intent that their use of plaintiff's trademarks
10 would cause confusion, deception, or mistake.

11 58. As a direct and proximate result of defendants' willful infringing
12 conduct as described above, plaintiffs have been damaged and will continue to be
13 damaged in amounts to be proven at trial. Defendants' infringing conduct entitles
14 plaintiff to recover his actual damages, trebled, together with defendants' profits,
15 and plaintiff's attorney fees and costs.

16 59. Plaintiff is entitled to a permanent injunction to prevent future
17 infringing conduct and to the seizure and return of all copies of *Re-Lit* and the
18 Unauthorized Greatest Hits Packages, and all promotional, advertising, marketing
19 and other material related thereto.

20 **FOURTH CLAIM FOR RELIEF**

21 **(Trademark Dilution-- Lanham Act, 15 U.S.C. § 1125(c)**

22 **Against All Defendants)**

23 60. Plaintiff realleges and incorporates by reference paragraphs 1 through
24 59, inclusive above, as though fully set forth.

25 61. Plaintiff's Mark is a famous and extremely recognizable and distinctive
26 mark used in interstate commerce in the United States. Defendants began selling
27 *Re-Lit* and the Unauthorized Greatest Hits Packages after the Mark was famous.

28 ///

1 hold such moneys and funds on behalf of and subject to a first and prior lien against
2 all others and in favor of plaintiff. Upon information and belief, defendants hold
3 this illegally received money and profits in the form of bank accounts, real property,
4 and personal property that can be located and traced. Plaintiff is entitled to the
5 remedy of a constructive trust in view of defendants' wrongful conduct alleged
6 hereinabove.

7 WHEREFORE, plaintiff prays for judgment, as follows:

- 8 1. For damages according to proof, plus interest at the legal rate;
- 9 2. For temporary, preliminary and permanent injunctive relief enjoining

10 defendants

11 (a) (i) from marketing, distributing, or selling *Re-Lit* and the
12 Unauthorized Greatest Hits Packages; (ii) impounding and/or requiring the
13 destruction of all copies of and marketing, promotional and other materials related
14 to them; (iii) requiring defendants to turn over to plaintiff all books and records,
15 including, but not limited to, all distribution and other agreements, accountings,
16 royalty and other statements, sales and distribution records, and all other things and
17 materials related to them; and (iv) requiring defendants to pay over to plaintiff all
18 monies and other things of value received on account of sales, distribution and/or
19 any other exploitation of them;

20 (b) From any further use of the Mark and of plaintiff's name and
21 likeness and any other violations of plaintiff's rights of publicity;

- 22 5. For an accounting;
- 23 6. For a constructive trust;
- 24 7. For treble damages;
- 25 8. For punitive damages;

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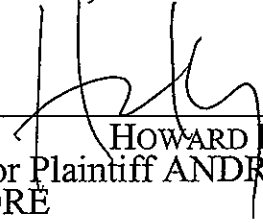
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- 9. For costs and attorney fees incurred herein; and
- 10. For such other and further relief as the Court deems just and proper.

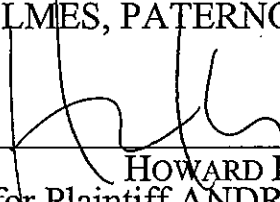
DATED: February 10, 2010 KING, HOLMES, PATERNO & BERLINER, LLP

By: 
 HOWARD E. KING
 Attorneys for Plaintiff ANDRE YOUNG
 p/k/a/DR. DRE

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues triable to a jury.

DATED: February 10, 2010 KING, HOLMES, PATERNO & BERLINER, LLP

By: 
 HOWARD E. KING
 Attorneys for Plaintiff ANDRE YOUNG
 p/k/a/DR. DRE

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Christina A. Snyder and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

CV10- 1019 CAS (JEMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANDRE YOUNG pka DR. DRE, an individual

PLAINTIFF(S)

v.

WIDEAWAKE DEATH ROW ENTERTAINMENT LLC, a limited liability company; WIDEAWAKE ENTERTAINMENT GROUP, INC., a corporation; WIDEAWAKE HOLDING COMPANY, INC., a corporation, DEFENDANT(S). and DOES 1 through 10, inclusive

CASE NUMBER

CV10-01019-CAS (JEM)

SUMMONS

TO: DEFENDANT(S): NAMED ABOVE

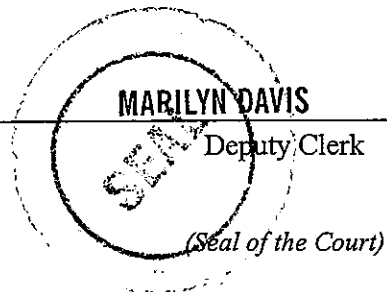
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, _____, whose address is _____. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 11 FEB 2010

By: MARILYN DAVIS
Deputy Clerk



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

I (a) PLAINTIFFS (Check box if you are representing yourself)
 ANDRE YOUNG pka DR. DRE, an individual

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 Howard E. King, Esq.
 King, Holmes, Paterno & Berliner, LLP
 1900 Avenue of the Stars
 25th Floor
 Los Angeles, CA 90067
 (310) 282-8989

DEFENDANTS
 WIDEAWAKE DEATH ROW ENTERTAINMENT LLC, a limited liability company; WIDEAWAKE ENTERTAINMENT GROUP, INC., a corporation, WIDEAWAKE HOLDING COMPANY, INC., a corporation and DOES 1 through 10, inclusive

Attorneys (If Known)

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: \$ subject to proof.

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.)
 28 USC Section 1331. Infringement of plaintiff's trademark

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

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

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
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
	All Defendants - Canada

(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
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): Howard E. King Date February 10, 2010

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))