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Enclosed Music LLC

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

ENCLOSED MUSIC LLC,

Plaintiff,

v.

JAMES RICHARD STEINMAN dba
LOST BOYS MUSIC; EDWARD B.
MARKS MUSIC COMPANY, imprint of
CARLIN AMERICA, INC., a New York
Corporation; MICHAEL LEE ADAY
(formerly MARVIN LEE ADAY) pka
MEAT LOAF; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2:17-cv-7304

COMPLAINT FOR DAMAGES:

- 1. Copyright Infringement;**
- 2. Vicarious Copyright Infringement**

[DEMAND FOR TRIAL BY JURY]

PLAINTIFF, ENCLOSED MUSIC LLC (“Enclosed Music”) on behalf of Jon Dunmore Sinclair and Mike Molina, by and through its counsel, respectfully brings this Complaint against Defendants JAMES RICHARD STEINMAN (“Steinman”) dba LOST BOYS MUSIC (“Lost Boys”), EDWARD B. MARKS MUSIC COMPANY (“E. B. Marks”), an imprint of CARLIN AMERICA, INC. (“Carlin

America”), MICHAEL LEE ADAY (formerly MARVIN LEE ADAY) professionally known as MEAT LOAF (“Aday”), and Does 1-100 (“Does”), to obtain damages, injunctive relief, and other appropriate relief from all of the above defendants’ (collectively, the “Defendants”) past and ongoing infringement of Enclosed Music’s valuable registered musical work and copyright per 17 U.S.C. §§ 101 et. seq. and 28 U.S.C. §§ 1331 and 1338. Specifically, Plaintiff Enclosed Music alleges as follows upon knowledge as to itself and otherwise upon information and belief:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because federal questions presented herein arise under the United States Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et. seq.

2. This Court has personal jurisdiction over Defendants because the events giving rise to this claim occurred in the Central District of California and all Defendants have purposefully directed either advertising, sales, distributions, performances or digital transmissions of their recordings, including the infringing work, “I’d Do Anything for Love (But I Won’t Do That)” (“Infringing Song”), to citizens of California.

3. Venue is proper under 28 U.S.C. § 1400(a) because Defendants or their agents reside or may be found in this judicial district; and also under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred within this district.

PARTIES

4. Plaintiff Enclosed Music is a California limited liability company with an address of P.O Box 4694, Valley Village, CA 91617. Enclosed Music owns enforceable U.S. rights in the Jon Dunmore Sinclair and Mike Molina catalog and is engaged in the business of promoting and managing those rights in the musical works in the Jon Dunmore Sinclair and Mike Molina catalog. Mr. Dunmore is a

1 performer and accomplished composer. Enclosed Music, as Mr. Dunmore's and Mr.
2 Molina's publisher, is a legal and/or beneficial owner in and to the musical
3 composition titled "[I'd do] Anything for You" (the "Original Song").

4 5. Defendant Steinman is an individual residing in the City of New York,
5 State of New York. Defendant Steinman is a composer, lyricist, and record producer
6 providing entertainment services throughout the United States and in the Central
7 District of California.

8 6. Defendant Lost Boys appears to be a "dba" alias for Defendant
9 Steinman. The exact nature of relationship between Lost Boys Music and Defendant
10 Steinman will be ascertained during discovery. Based on information and belief,
11 Lost Boys was administered by Howard Siegel, Esq., formerly of Pryor Cashman
12 Sherman and Flynn. As Lost Boys appears to be an unincorporated business entity,
13 Defendant Steinman and any other general partners are jointly and severally liable
14 for the partnership's and each other's contracts, debts, obligations and legal
15 violations.

16 7. Defendant E. B. Marks, appears to be an imprint of Defendant Carlin
17 America. An imprint of a publisher is a trade name under which the publisher or
18 conglomerate publishes a work. The exact nature of relationship between E. B.
19 Marks and Carlin America will be ascertained during discovery. As Defendant E. B.
20 Marks appears to be an unincorporated business entity, Defendant Carlin America
21 and any other general partners are jointly and severally liable for the partnership's
22 and each other's contracts, debts, obligations and legal violations.

23 8. Defendant Carlin America is a New York Corporation with a principal
24 business office located at 1619 Broadway, New York, New York, 10019. Defendant
25 Carlin America is engaged in the business of producing, promoting, licensing, and
26 selling sound compositions throughout the United States and in the Central District
27 of California.

28 ///

1 9. Defendant Aday, previously known as “Marvin Lee Aday,” and
2 professionally known as “Meat Loaf,” is an individual residing in the City of Austin,
3 Texas. Defendant Aday is a recording artist providing entertainment services
4 throughout the United States and in the Central District of California.

5 10. The true names, identities, or capacities, whether individual, associate,
6 corporate, or otherwise, of defendants DOES 1 through 100, inclusive, and each
7 DOE in between, are unknown to Plaintiff Enclosed Music at this time, and Enclosed
8 Music therefore sues said defendants by such fictitious names. When the true names,
9 identities, capacities, or participation of such fictitiously designated defendants are
10 ascertained, Plaintiff Enclosed Music will ask leave of Court to amend its Complaint
11 to insert said names, identities, capacities, together with the proper charging
12 allegations. Plaintiff Enclosed Music is informed and believes and thereon alleges
13 that each of the defendants sued herein as a DOE is responsible in some manner for
14 the events and happenings herein referred to, thereby legally causing the damages to
15 Enclosed Music as hereinafter set forth.

16 11. Each of the Defendants was the alter-ego, parent or subsidiary,
17 predecessor or successor, principal or agent, member or manager, partner, joint-
18 venturer, employer or employee, master or servant, and/or co-conspirator of each
19 other Defendant with regards to performing the acts herein alleged.

20 12. Each of the Defendants authorized or ratified the acts or omissions of
21 the other Defendants as herein alleged, and did so for its own financial and individual
22 advantage or the collective advantage of all Defendants.

23 13. Each of the Defendants is jointly and severally liable for the
24 infringements and damages alleged herein.

25 **INTRODUCTION AND BACKGROUND**

26 14. In December 1989, Mr. Dunmore and his writing partner, Mike Molina,
27 independently created an original composition with lyrics, to which they gave the
28 name “[I’d do] Anything for You” (the “Original Song”). Plaintiff Enclosed Music

owns the rights and title to the copyright in the Original Song's composition. Mr. Dunmore and Molina formally assigned such rights to Enclosed Music, their publishing entity.

15. Mr. Dunmore obtained a copyright from the United States Copyright Office on January 8, 1990 for the Original Song's musical composition (original Reg. No. PA0001315370). The Certificate of Copyright Registration for the Original Song is attached hereto as Exhibit A.

16. Three years later, Defendant Steinman claimed credit as the composer and producer of "I'd Do Anything for Love [But I Won't Do That]" (the "Infringing Song"). The composition comprising the Infringing Song has been marketed and exploited commercially by all Defendants.

17. The Original Song and the Infringing Song share various traits that render both substantially similar. Both songs share a similar chord progression. However, the portions of each work that drive the recognizability (the distinct nature) of both songs are the chorus and melody as they relate to the lyrics, "I would do anything for..." The Infringing Song essentially copied the "soul" of the original work, which renders both pieces substantially similar.

18. Defendants did not seek authorization to use the Original Song from Plaintiff, or any owner of the rights to the Original Song.

19. UNIVERSAL MUSIC GROUP HOLDINGS, INC. ("Universal"), the record label formerly dba MCA, first released the Infringing Song, on or about September 1993, as a single on Defendant Aday's album "Bat Out of Hell II: Back into Hell" ("Infringing Album").

20. The Infringing Song and Infringing Album garnered much commercial success.

21. The Infringing Album was a commercial hit and has sold more than 14 million copies around the world. Nielsen SoundScan attributed 4.7 million album sales in the United States since the Infringing Album debuted in late 1993. The

1 Infringing Album debuted at No. 3 on The Billboard 200 and rose to No. 1 four
2 weeks later. The Infringing Album was No. 1 for one week in the US on the
3 Billboard 200 and No. 1 in Australia for four weeks. The Infringing Album was also
4 almost the biggest hit of 1993 in the U.K., selling 761,200 copies and staying at
5 number one for seven weeks.

6 22. In Austria, the Infringing Album received Platinum certification after
7 selling 50,000 copies. In Canada, the Infringing Album achieved 9× Platinum
8 certification, selling 900,000 copies. In Germany, the Infringing Album achieved 2×
9 Platinum certification, selling 1,000,000 copies. In Sweden, the Infringing Album
10 achieved Platinum certification after selling 100,000 copies. In Switzerland, the
11 Infringing Album achieved Platinum status after selling 50,000 copies. In the United
12 Kingdom, the Infringing Album received 6× Platinum certification for selling
13 1,800,000 copies. In the United States, the Infringing Album obtained 5× Platinum
14 certification for selling 5,000,000 copies. Note, the requirements for achieving
15 “Platinum” status are not uniform internationally.

16 23. The Infringing Song, as a single, spent five weeks at No. 1 on The
17 Billboard Hot 100. In 28 countries, the Infringing Song reached number one in the
18 charts. The Infringing Song also garnered Mr. Aday the 1993 Grammy award for
19 best male rock vocal performance. The Infringing Album also secured for Mr. Aday
20 two Brit Awards nominations (Best International Male and Best Selling Single).

21 24. The success of the Infringing Album was driven by the Infringing Song.

22 25. All of the Defendants used the Original Song to directly benefit from the
23 sales and licensing of a commercial product, i.e., the Infringing Song, both as a
24 single and within the Infringing Album.

25 26. In addition, the Infringing Song continues to commercially benefit in the
26 form of licensing. Defendants have commercially licensed use of the Infringing
27 Song to various third parties including, but not limited to, the production companies
28 and distributors of the 2016 film “Sausage Party,” the production companies and

1 distributors of the 2012 film “The Vow,” the production companies and distributors
2 of the television program “The Voice” for use related to the 2016 semifinals and the
3 2015 season, the production companies and distributors of the television program
4 “Britain’s Got Talent” for use related to the 2014 season, the production companies
5 and distributors of the 2013 television comedy “Super Fun Night,” the production
6 companies and distributors of the 2000 film “Meat Loaf: to Hell and Back,” various
7 3rd party entities who have licensed the Infringing Song for advertising purposes, and
8 various entities promoting and hosting concert performances of the Infringing Song.

9 27. Upon information and belief, all Defendants are responsible in some
10 manner for the events described herein and are liable to Plaintiff for the damages
11 their infringement has caused. The Defendants are the writers, composers,
12 performers, producers, record labels, distributors, and publishers, who were involved
13 with the creation, release, reproduction, distribution, exploitation, licensing, and
14 public performance of the Infringing Song, embodied in all forms of media,
15 including videos, digital downloads, records, motion pictures and advertisements, all
16 of which constitute, among other things, the improper preparation of a derivative
17 work and direct, vicarious, and contributory infringement. As co-infringers, the
18 Defendants are jointly and severally liable for all amounts owed.

19 **FIRST CAUSE OF ACTION**

20 **(Copyright Infringement of Musical Work – Against Defendants JAMES**
21 **RICHARD STEINMAN dba LOST BOYS MUSIC, EDWARD B. MARKS**
22 **MUSIC COMPANY, imprint of CARLIN AMERICA, INC., and DOES 1**
23 **through 100 inclusive)**

24 28. Plaintiff incorporates by reference all of the foregoing Paragraphs as if
25 fully set forth herein.

26 29. Plaintiff is an actual and beneficial owner of the Original Song, which is
27 the subject of a valid Certificate of Copyright Registration issued by the Register of
28 Copyrights, as seen in Exhibit A to this Complaint. As copyright owner, Plaintiff has

1 the right to exclude any other person from reproducing, distributing, performing,
2 displaying or preparing derivative works from the Original Song covered by
3 copyright for a specific period of time.

4 30. Defendant Steinman, dba Lost Boys copied the original expression from
5 the Original Song to create the Infringing Song. Defendant Steinman, as Lost Boys,
6 created a derivative musical composition resulting in the Infringing Song.

7 31. As Defendant Steinman's publisher, E. B. Marks and its parent
8 company Carlin America participate in the process of licensing the composition of
9 the Infringing Song for use by third parties. It is custom and practice for a composer
10 to grant a written assignment in a work's copyrights in exchange for representation
11 by a publisher. As the Infringing Song's publisher, E. B. Marks, as a subset of Carlin
12 America, is presumably part owner of the Infringing Song's composition and
13 profited from the commercial use of the Infringing Song.

14 32. There are substantial similarities between the Infringing Song and
15 Plaintiff's Original Song. Both the Infringing Song and the Original Song contain
16 substantially similar defining compositional elements. The Defendants' use of
17 elements from the Original Song was substantial. Both songs share a similar chord
18 progression, and motif, and both songs include the recognizable chorus and melody
19 as they relate to the lyrics, "I would do anything for..." The infringed parts,
20 elements, and motifs of the Original Song were a critical component of the Infringing
21 Song's success; the portion copied by Defendants effectively makes up the "soul" of
22 the copyrighted Original Song. The average audience would easily recognize the
23 appropriation.

24 33. Defendant Steinman also had access to Plaintiff's Original Song.
25 During the time in which Mr. Dunmore wrote and filed for copyright registration for
26 the Original Song, Mr. Dunmore was represented by attorney Howard Siegel at the
27 law firm of Pryor Cashman (formerly Pryor, Cashman, Sherman & Flynn). During
28 that same time period, Mr. Siegel represented Defendant Steinman (and Defendant

1 Aday) and administered Lost Boys. The concurrent representation of two songwriter
2 clients lends an inference that, during a visit with Mr. Siegel, Mr. Steinman would
3 have had a reasonable opportunity to view, hear, and/or copy the Original Song
4 before composing the Infringing Song.

5 34. Moreover, during the course of Mr. Siegel's representation of Mr.
6 Dunmore, Mr. Siegel asserted to Mr. Dunmore that Mr. Aday was looking for music.
7 During the same time period, Mr. Siegel also represented that he would "shop" and
8 distribute Mr. Dunmore's music to his musician contacts for consideration.

9 35. After Mr. Steinman and Lost Boys directly copied the Original Song,
10 Defendants reproduced, manufactured, distributed, publicly performed, and/or
11 licensed the Infringing Song (or contributed to the foregoing), which incorporates
12 unauthorized portions of the Original Song.

13 36. At no point did any owner or co-owner of the Original Song ever
14 specifically authorize or permit Defendants, orally or in writing, to copy, distribute,
15 or reproduce any part, component, element, or motif from the Original Song for use
16 in the Infringing Song or any variation or version thereof.

17 37. The foregoing acts of copyright infringement have been willful and
18 intentional.

19 38. As a result of such copyright infringements, Plaintiff has suffered both
20 statutory and actual damages in an amount that will be proven at trial.

21 **SECOND CAUSE OF ACTION**

22 **(Vicarious Infringement of Musical Work – Against EDWARD B. MARKS**
23 **MUSIC COMPANY, imprint of CARLIN AMERICA, INC., MICHAEL LEE**
24 **ADAY (formerly MARVIN LEE ADAY) dba MEAT LOAF, and DOES 1**
25 **through 100 inclusive)**

26 39. Plaintiff incorporates by reference all of the foregoing Paragraphs as if
27 fully set forth herein.

28 ///

1 40. Plaintiff is an actual and beneficial owner of the Original Song, which is
2 the subject of a valid Certificate of Copyright Registration issued by the Register of
3 Copyrights, as seen in Exhibit A to this Complaint.

4 41. Defendants' activities constitute vicarious infringement of Plaintiff's
5 rights in and to the federally registered copyright in the composition of the Original
6 Song, because Defendants each directly benefitted financially from the infringing
7 activity of Defendant Steinman, Defendants had the right and ability to supervise
8 and/or control Defendant Steinman and Lost Boys' infringing activity, and yet
9 Defendants failed to exercise that right and ability.

10 42. The work between Mr. Steinman and Mr. Aday on the Infringing
11 Album, has been described by both as a collaboration. Use of the composition of the
12 Infringing Song was critical in Mr. Aday's success performing the Infringing Song.
13 As the known performer of the Infringing Song and Album, Mr. Aday benefitted
14 financially from Defendant Steinman and Lost Boys' infringement. As a
15 collaborator, Defendant Aday had the right to supervise and control Defendant
16 Steinman's composing work, but failed to exercise his right and ability.

17 43. As Defendant Steinman's publisher, E. B. Marks and its parent
18 company Carlin America participate in the process of licensing the composition for
19 use by third parties. It is custom and practice for a composer to grant a written
20 assignment in a work's copyrights in exchange for representation by a publisher. As
21 the Infringing Song's publisher, E. B. Marks, as a subset of Carlin America, both
22 shared ownership and profited from the commercial use of the Infringing Song.

23 44. In light of their roles related to the commercial use of the Infringing
24 Song, Defendants' continuous promotion and advertisement of the Infringing Song
25 served to condone, encourage, and facilitate Defendants Steinman and Lost Boys'
26 ongoing infringing conduct.

27 ///

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1 45. In licensing the Infringing Song, Defendants promoted, marketed, and
2 advertised the Infringing Song, taking active steps to encourage, recommend, and
3 facilitate third party infringing conduct regarding the Infringing Song.

4 46. Mr. Steinman's publishing agreement with E.B. Marks and Carlin
5 America for the Infringing Song's composition was exclusive, as was Mr.
6 Steinman's agreement with BROADCAST MUSIC, INC. ("BMI") as his performing
7 rights organization for the Infringing Song. The Defendants thus had the ultimate
8 right and ability to control and supervise Mr. Steinman's licensing of the Infringing
9 Song.

10 47. E.B. Marks and Carlin America each failed to exercise its right and
11 ability to control and supervise use and licensing of the Infringing Song by Mr.
12 Steinman, despite clear evidence of knowledge of the uses of the Infringing Song.

13 48. E.B. Marks and Carlin America's failure to act resulted in direct
14 financial benefit via the sales and licensing profits from the Infringing Song.

15 49. Even if Mr. Steinman's agreements with E.B. Marks, and Carlin
16 America had not been exclusive, E.B. Marks and Carlin America's status as
17 copyright owners of the composition embodied in the Infringing Song gave E.B.
18 Marks and Carlin America the right and ability to block the release and licensing of
19 the Infringing Song.

20 50. Defendants' conduct with regard to the Infringing Song, as described
21 above, was entirely unlicensed and unauthorized, and was done without the consent
22 or permission of Plaintiff or any co-owner of the rights in the Original Song's
23 composition.

24 51. Defendants' unauthorized reproductions, distributions, public
25 performances, and/or third-party licensing of the Infringing Song, as alleged above,
26 each constitute separate infringements of Plaintiff's rights in and to the federally
27 registered composition copyright for the Original Song.

28 ///

1 52. The foregoing acts of copyright infringement have been willful and
2 intentional.

3 53. Given such infringement, Plaintiff has suffered actual damages in an
4 amount that will be proven at trial.

5 **DEMAND FOR RELIEF**

6 54. The foregoing conduct by Defendants is an infringement of Plaintiff's
7 exclusive rights under 17 U.S.C. §§ 106 and 501 of the Copyright Act of 1976. As a
8 direct and proximate result of Defendants' aforesaid acts, Plaintiff has suffered and
9 continues to suffer actual and substantial damages in an amount to be proven at trial.

10 55. WHEREFORE, Plaintiff, by counsel, respectfully requests that the
11 Court enter an Order requiring that:

- 12 (A) Pursuant to 17 U.S.C. § 502(a), Defendants, their agents, servants and
13 employees, and all parties in privity with them, be enjoined permanently
14 from directly or indirectly using the composition of the Infringing Song,
15 or any other derivative work, in any manner which infringes upon
16 Plaintiff's copyrights;
- 17 (B) Defendants file with the Court and serve on Plaintiff a report setting
18 forth the manner and form in which compliance with said permanent
19 injunction against infringement has been made;
- 20 (C) Pursuant to 17 U.S.C. § 504(b), Defendants be required to pay to the
21 Plaintiff such actual damages as the Plaintiff may have sustained in
22 consequence of Defendants' infringement and all profits of Defendants
23 that are attributable to the infringement of Plaintiff's rights in said
24 copyrights to the composition of the Original Song;
- 25 (D) Defendants provide Plaintiff an accounting for all gains, profits and
26 advantages attributable to or derived by Defendants from their
27 infringement;
28

- 1 (E) Pursuant to 17 U.S.C. § 504(c), Defendants be required to pay an award
2 of statutory damages in a sum of not less than \$30,000 per infringement,
3 should this statutory remedy be elected, for Defendants' violations of
4 Plaintiff's rights in said copyrights to the Original Song's composition;
- 5 (F) Pursuant to 17 U.S.C. § 504(c), should Defendants' infringements be
6 found to have been willful, Defendants be required to pay an award of
7 increased statutory damages in a sum of not less than \$150,000 per
8 infringement for willful infringement, should this statutory remedy be
9 elected, for Defendants' violations of Plaintiff's rights in said copyrights
10 to the Original Song's composition;
- 11 (G) Pursuant to 17 U.S.C. § 505, Defendants be required to pay Plaintiff's
12 full costs in this action and reasonable attorney's fees;
- 13 (H) Defendants be equitably disgorged of wrongfully obtained profits
14 attributable to the Infringing Song;
- 15 (I) Defendants, to the extent they are found to have conspired to commit
16 copyright infringement or any of the other violations alleged herein
17 above, be liable for damages under California law to the extent not
18 preempted by federal law.
- 19 (J) Plaintiff be awarded such other and further relief as is just and equitable.
20

21 Dated: October 4, 2017

BORDIN MARTORELL LLP

22
23
24 By: /s/ Eduardo Martorell

25 Eduardo Martorell
26 Christopher Blanchard
27 Angelo Mishriki
28 ***Attorneys for Plaintiff***
ENCLOSED MUSIC LLC

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all causes of action.

Dated: October 4, 2017

BORDIN MARTORELL LLP

By: /s/ Eduardo Martorell

Eduardo Martorell
Christopher Blanchard
Angelo Mishriki
Attorneys for Plaintiff
ENCLOSED MUSIC LLC

EXHIBIT A



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

[Signature]

REGISTER OF COPYRIGHTS

United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

REGISTRATION NUMBER
PAU 1 315 370

PA PAU

EFFECTIVE DATE OF REGISTRATION
JAN 08 1990
Month Day Year

OFFICIAL SEAL

TITLE OF THIS WORK ▼ 1. ID DO ANYTHING FOR YOU
* 2. OBSESSION

PREVIOUS OR ALTERNATIVE TITLES ▼

IN SONGS BY: DUNMOLINA

NATURE OF THIS WORK ▼ See instructions

WORDS AND MUSIC

2

NAME OF AUTHOR ▼

Jon Dunmore

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

4-15-58

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ► BRITAIN
Domiciled in ► U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

CO AUTHOR OF WORDS AND MUSIC

NAME OF AUTHOR ▼

MIKE MOLINA

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

4-14-54

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ► U.S.A.
Domiciled in ► U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

CO AUTHOR OF WORDS AND MUSIC

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ►
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
DEC 1989 ◀ Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month ► Day ► Year ► Nation ►

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

JON DUNMORE / MIKE MOLINA
617 SOUTH 7TH ST, #3,
PHILADELPHIA -
PA 19147

APPLICATION RECEIVED

JAN 08 1990

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ►

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee.

031425977



3

4

See instructions before completing this space.

EXAMINED BY

FORM PA

CHECKED BY

☐ CORRESPONDENCE
Yes

☐ DEPOSIT ACCOUNT
FUNDS USED
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

☐ This is the first published edition of a work previously registered in unpublished form.

☐ This is the first application submitted by this author as copyright claimant.

☐ This is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes," give: **Previous Registration Number** ▼ **Year of Registration** ▼**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

N/A

See instructions
before completing
this space.b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ **Account Number** ▼**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

JON DUNMORE
617 SOUTH 7TH STREET, #3.
PHILADELPHIA.
PA-19147

Area Code & Telephone Number ▼ 215-925-4447

Be sure to
give your
daytime phone
number**CERTIFICATION*** I, the undersigned, hereby certify that I am the
Check only one ▼☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive rights ▼

JON DUNMORE / MIKE MOLINA

of the work identified in this application and that the statements made
by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this is a published work, this date must be the same as or later than the date of publication given in space 3.

JON DUNMORE - MIKE MOLINA

date ▼ DEC 28 1989

Handwritten signature (X) ▼

[Handwritten signature]

MAIL
CERTIFI-
CATE TOCertificate
will be
mailed in
window
envelope

Name ▼	JON DUNMORE
Number/Street/Apartment Number ▼	617 SOUTH 7TH STREET, APT 3
City/State/Zip ▼	PHILADELPHIA, P.A. 19147

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

**SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:**

1. Application form
2. Non-refundable \$10 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:Register of Copyrights
Library of Congress
Washington, D.C. 20559

* 17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Song Writing Agreement

We confirm the song titled ANYTHING FOR YOU
has been written in the following proportions:-

Music	JON DUNMORE	60 %
	FRANCISCO MICHAEL MOLINA	40 %
		%
		%
Lyric	JON DUNMORE	60 %
	FRANCISCO MICHAEL MOLINA	40 %
		%
		%

Date Written 19.89

Signed [Signature] of 4908 DENNY AVE, INTH HOLLYWOOD, CA 91601
Francisco Michael Molina of 562 W. TAFT AVE., BRIDGEPORT, CT. 06604
 of _____
 of _____

Witnessed [Signature] of 562 W Taft Ave, Bridgeport CT 06604
Alison Molina of _____

Song Writing Agreement

We confirm the song titled _____
has been written in the following proportions:-

Music		%
		%
		%
		%
Lyric		%
		%
		%
		%

Date Written _____

Signed _____ of _____
 _____ of _____
 _____ of _____
 _____ of _____
 Witnessed _____ of _____

[Signature]
[Signature]