

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>NPG RECORDS, INC. AND NPG MUSIC PUBLISHING, LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>ROC NATION LLC,</p> <p style="text-align: center;">Defendant.</p>	<p style="text-align: right;">Case No. _____</p> <p style="text-align: center;">COMPLAINT</p> <p style="text-align: center;">JURY TRIAL DEMANDED</p>
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COMPLAINT

Plaintiffs NPG Records, Inc. and NPG Music Publishing, LLC. (“Plaintiffs”), by and through their attorneys of record, allege as follows for their copyright infringement complaint against Roc Nation LLC.

PARTIES

1. Plaintiff NPG Records, Inc. is a Minnesota corporation with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Records”).
2. Plaintiff NPG Music Publishing, LLC is a California limited liability company with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Music Publishing”).
3. Defendant Roc Nation LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 1411 Broadway, 39th Floor, New York, NY 10018.

JURISDICTION AND VENUE

4. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332, and 1338.

5. This Court has personal jurisdiction over Roc Nation because it has committed acts of copyright infringement in this judicial district (as well as elsewhere in the United States), offers services in this judicial district, and has appeared and made filings in state court in Minnesota in the pending probate matter for Prince Rogers Nelson.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) and 28 U.S.C. § 1400(a). Roc Nation does business in the District of Minnesota and has engaged in acts of infringement in this judicial district, and otherwise a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

ALLEGED FACTS

7. Prince Rogers Nelson, the international superstar and renowned artist known as “Prince,” died on April 21, 2016, at Paisley Park in Chanhassen, Minnesota.

8. A probate matter for the estate of Mr. Nelson (the “Prince Estate”) was commenced on April 27, 2016 and is pending in Carver County, Minnesota, Court File No. 10-PR-16-46.

9. Bremer Trust, N.A., was appointed as the Special Administrator of the Prince Estate on April 27, 2016. As the Special Administrator, Bremer Trust has the authority to act on behalf of all business entities owned or controlled by the Prince Estate, including Plaintiffs. April 27, 2016 Order of Formal Appointment of Special Administrator, Carver

County Minnesota, Court File No. 10-PR-16-46; *see* Minn. Stat. §§ 524.3-617, 524.3-715. As the Special Administrator, Bremer Trust also has a fiduciary duty to the ultimate heirs of the Prince Estate and to protect the assets of the Prince Estate. *See* Minn. Stat. §§ 524.3-617, 524.3-703. Bremer Trust's appointment as Special Administrator in the Carver County probate matter was extended on October 25, 2016.

10. NPG Records and NPG Music Publishing own copyrights in works written and recorded by Prince Rogers Nelson, including but not limited to the copyrighted works listed in Exhibit A (the "Prince Copyrighted Works").

11. The Prince Copyrighted Works are registered with the United States Copyright Office as musical works and sound recordings.

12. Before Mr. Nelson's death, NPG Records and NPG Music Publishing entered into an agreement entitled Letter of Intent dated August 1, 2015 ("Letter of Intent") with WiMP Music AS ("Tidal").

13. On information and belief, and based on documents Roc Nation has filed in the Carver County probate matter, Tidal is a music service of, owned by, affiliated with, and/or controlled by Roc Nation.

14. Tidal offers music for streaming and purchase and is available at <http://tidal.com/us>.

15. The Letter of Intent granted an exclusive license to Tidal for exploitation of "the next newly recorded studio LP by the recording artist known as 'Prince' (the 'Prince Album')." Letter of Intent, ¶ 1.

16. The next newly recorded studio LP by the recording artist known as Prince (i.e., the Prince Album) was the album titled “Hit N Run: Phase 1.”

17. The exclusivity period for the license granted to Tidal in the Letter of Intent was for 90 days from the effective date of August 1, 2015. Letter of Intent, ¶ 2.

18. Plaintiffs are not aware of any agreements with Roc Nation or Tidal by NPG Records or NPG Music Publishing other than the Letter of Intent.

19. Roc Nation, through its Tidal service, is exploiting many copyrighted Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

20. On information and belief, Roc Nation, through its Tidal service, began exploiting some of these works after Prince’s death and on or about June 7, 2016. *See* <https://www.cnet.com/news/tidal-adds-rare-prince-albums-to-catalog>.

21. Tidal and Roc Nation did not communicate with Bremer Trust or Plaintiffs following Mr. Nelson’s death about the decision to expand the offering of Prince works on the Tidal service.

22. Screen shots of Prince works being exploited by Roc Nation through the Tidal service are attached as Exhibit B.

23. Following its appointment as Special Administrator, and on multiple occasions, Bremer Trust requested certain information and documents from Tidal and Roc Nation pursuant to the Letter of Intent.

24. Bremer Trust’s requests included a request for any basis for the exploitation of Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

25. On October 21, 2016, Roc Nation filed a letter and attachments in the Carver County probate matter claiming that Roc Nation had “various agreements between the relevant parties,” both oral and written, that were confirmed by a course of dealing.

26. According to Roc Nation’s October 21, 2016 letter, these purported agreements include the grant of rights for Roc Nation to exclusively stream Mr. Nelson’s entire catalog on the Tidal service.

27. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its October 21 filing.

28. On November 7, 2016, Roc Nation filed a “Statement of Unsecured Claim” in the Carver County probate matter. Like Roc Nation’s October 21 letter, the Statement of Unsecured Claim claimed that Roc Nation had a “Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements.”

29. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 7 filing.

30. On November 11, 2016, Roc Nation filed a “Petition of Roc Nation LLC for Allowance of Claim and Additional Relief” in the Carver County probate matter. Like Roc Nation’s prior filings in the Carver County probate matter, this Petition claimed that Roc Nation has contractual rights to exploit intellectual property assets of the Prince Estate.

31. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 11 filing.

32. Despite the repeated requests from the Special Administrator, and Roc Nation's multiple filings in the Carver County probate matter, Tidal and Roc Nation have not provided any documentation or evidence of any oral and implied agreement granting Roc Nation any rights beyond those rights granted in the Letter of Intent.

33. In particular, Roc Nation and Tidal have not provided any documentation substantiating Roc Nation's claim that it has rights to exploit any Prince Copyrighted Works in addition to the works that comprise the Hit N Run: Phase 1 album.

34. For the avoidance of doubt, and without conceding that Roc Nation had any license, oral, implied, or otherwise, to exploit any Prince copyrighted works in addition to those songs on the Hit N Run: Phase 1 album, to the extent that any such license might exist, Bremer Trust, on behalf of NPG Records, Inc. and NPG Music Publishing, LLC, has terminated, in writing, any such license that might have existed.

35. In accordance with its fiduciary duties and authority, Bremer Trust authorized this action for copyright infringement on behalf of Plaintiffs to protect the assets of the Prince Estate based on the lack of any documentation that Roc Nation has any rights to exploit any Prince Copyrighted Works in addition to those works on the Hit N Run: Phase 1 album.

COUNT I

COPYRIGHT INFRINGEMENT OF MULTIPLE WORKS

36. Paragraphs 1 through 35 are incorporated by reference as though fully set forth herein.

37. The Prince Copyrighted Works constitute copyrightable subject matter under the laws of the United States pursuant to 17 U.S.C. § 102(a)(2) (musical works) and 17 U.S.C. § 102(a)(7) (sound recordings).

38. The Prince Copyrighted Works have been registered with the United States Copyright Office as indicated in Exhibit A.

39. Roc Nation and/or its affiliates have reproduced, distributed, and publicly performed, and continues to reproduce, distribute, and publicly perform, Prince Copyrighted Works without permission in violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106.

40. Therefore, Roc Nation has committed copyright infringement and continues to infringe the copyrights in the Prince Copyrighted Works under 17 U.S.C. § 501.

41. As a result of such copyright infringement, Plaintiffs have suffered damages in an amount to be determined at trial.

42. On information and belief, Roc Nation will continue to infringe the Prince Copyrighted Works unless enjoined by this Court.

43. As a result of Roc Nation's copyright infringement of the Prince Copyrighted Works, Plaintiffs are entitled to recover their actual damages and Roc Nation's profits or, at Plaintiffs' election, statutory damages pursuant to 17 U.S.C. § 504, as well as costs and attorneys' fees pursuant to 17 U.S.C. § 505.

44. As a result of Roc Nation's copyright infringement of the Prince Copyrighted Works, Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C. § 502.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek relief as follows:

1. That the Court enter judgment in favor of Plaintiffs and against Roc Nation on Plaintiffs' claim;
2. That the Court, during the pendency of this action and permanently, enjoin Roc Nation, along with its affiliates, officers, agents, servants, employees, representatives, attorneys, and assigns, and all other persons and entities in active concert or participation with Roc Nation, from reproducing, distributing, and publicly performing the Prince Copyrighted Works other than those on the Hit N Run: Phase 1 Album.
3. That the Court order Roc Nation to account for and pay to Plaintiffs their actual damages in the form of Roc Nation's profits and Plaintiffs' damages, or, at Plaintiffs' election, statutory damages up to the maximum amount allowed for willful infringement of copyright pursuant to 17 U.S.C. § 504.
4. That the Court order Roc Nation to pay Plaintiffs' attorneys' fees, costs, and expenses pursuant to 17 U.S.C. § 505; and
5. That the Court award Plaintiffs any other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues triable by jury.

Date: November 15, 2016

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