

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

FILED by **SK** D.C.
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CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

CASE NO. _____

07-23245

CIV-HOEVELER

MAGISTRATE JUDGE
BROWN

BLUE STAR ENTERTAINMENT
INTERNATIONAL, INC., and BLUE
STAR ENTERTAINMENT
INTERNATIONAL PUBLISHING,

Plaintiffs,

v.

MARCUS COOPER,

Defendant.

NOTICE OF REMOVAL

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Please take notice that defendant, MARCUS COOPER, hereby serves this Notice of Removal of Case No. 07-40867 CA 15 currently pending in the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida. The action is entitled Blue Star Entertainment International, Inc. and Blue Star Entertainment International Publishing, Inc., Plaintiffs, v. Marcus Cooper, Defendant. A copy of the Complaint is attached and marked as **Exhibit A**.

1. This action is a civil action over which this Court has original jurisdiction in that it is one that alleges improper publication and recording of copyrighted songs.
2. The defendant seeks removal of this action to this Court upon the ground and for the reason that the action alleging improper publication and recording of copyrighted songs is governed by Federal copyright law under 17 U.S.C. §301.
3. Process in the state court action was served on the defendant on November 28, 2007. Accordingly, this removal is timely.

4. A copy of all pleadings, process, orders and other papers filed in this state court action in addition to the complaint are attached and marked as **Exhibit B**.

WHEREFORE, defendant, MARCUS COOPER, requests that this action be removed.


Dated: December 10, 2007.

MARCUS COOPER, Defendant

By: 
Steven G. Schwartz, Esq.
Florida Bar No. 911 471
sgs@sandhlawfirm.com
Schwartz & Horwitz, PLC
6751 North Federal Highway, Suite 400
Boca Raton, Florida 33487
Telephone: (561) 395-4747
Facsimile: (561) 367-1550
Local Counsel for Plaintiff

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded via U.S. Mail Facsimile Hand delivery Overnight delivery to **Richard C. Wolfe, Esquire**, and **Anna Yarovich Lenchus, Esq.**, Wolfe & Goldstein, P.A., 100 SE 2nd Street, Suite 3300, Miami, Florida 33131, Telephone: (305) 381-7115; Facsimile: (305) 381-7115 on this 10 day of December, 2007.


Steven G. Schwartz, Esq.

ORIGINAL
FILED
NOV 21 2007
HARVEY ROVIN
CLERK

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 07-40867 CA 15

BLUESTAR ENTERTAINMENT
INTERNATIONAL, INC. and BLUESTAR
ENTERTAINMENT INTERNATIONAL
PUBLISHING, INC.,

Plaintiffs,

v.

MARCUS COOPER,

Defendant.

COMPLAINT

Plaintiffs, Bluestar Entertainment International, Inc. ("Bluestar") and Bluestar Entertainment International Publishing, Inc. ("Publishing"), sue Defendant, Marcus Cooper ("Cooper"), and state:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000.00, exclusive of costs, interest and attorney's fees.

2. Jurisdiction and Venue are proper with this Court since Defendant resides in Miami-Dade County and most of the services contracted for pursuant to the contract attached hereto were to be performed in Miami, Dade County. In addition, paragraph 15.g of the overriding contract grants exclusive jurisdiction to the Court's of Florida.

PARTIES



3. Bluestar is a Florida Corporation registered to do business and engaged in business as a record company. Bluestar has its principal place of business in Broward County, Florida.

4. Publishing is a Delaware Corporation engaged in business as a music publisher i.e., a company engaged in exploitation of musical composition copyrights. Publishing has its principal place of business in Broward County, Florida.

5. Defendant, Cooper is believed to be a resident of Miami-Dade County and over the age of majority and otherwise sui juris.

6. Cooper is one of the four members of a singing recording and musical group entitled "Pretty Ricky," together with Corey Mathis ("Mathis"), Spectacular Smith ("S. Smith") and Diamond Smith ("D. Smith").

COMMON ALLEGATIONS

7. On or about January 16, 2005, Bluestar entered into an exclusive recording agreement with Atlantic Recording Corporation ("Atlantic") for the exclusive services of Cooper and three other members of "Pretty Ricky." A true and correct copy of said agreement is hereby attached hereto as Exhibit "A" ("Atlantic Recording Agreement"). Cooper and the other members of Pretty Ricky signed a standard Artist Inducement letter which is called Exhibit A on pages 52-59 as part of the Atlantic Recording Agreement, hereinafter referred to as "the Inducement Letter".

8. Pursuant to the Atlantic Recording Agreement, and the Inducement Letter, Cooper pledged his exclusive services as a recording artist to Bluestar, meaning that during the term Cooper would not record nor perform as a musical artist for anyone other

than Bluestar, so that Bluestar could fulfill its obligations under the Atlantic Recording Agreement.

9. On or about the ___ day of March, 2005, (SIC) Bluestar and the four members of Pretty Ricky entered into a second and overriding recording agreement pursuant to which Cooper and the other members of Pretty Ricky again pledged his exclusive services as a recording artist in favor of Bluestar. A true and correct copy of said agreement is attached hereto as Exhibit "B" (the "Bluestar/Pretty Ricky Recording Agreement").

10. Pursuant to the terms of the Bluestar/Pretty Ricky Recording Agreement, Cooper (and the other three members of Pretty Ricky) assigned to Bluestar (or Bluestar's publishing designee which is Publishing) an undivided 50% interest in every composition that Cooper may write, together with the exclusive rights to license to others the right to record one or more of Cooper's compositions.

11. On or about May 1, 2005, Publishing entered into a publishing agreement with Warner-Tamerlane Publishing Company for the exclusive songwriting services of Cooper and the other members of Pretty Ricky. A true and correct copy of such agreement is attached hereto as Exhibit "C" (the "Publishing Agreement").

12. Pursuant to the Publishing Agreement, Publishing is the exclusive owner and administrator of all of the musical compositions that Cooper writes, either alone or in conjunction with others, which are recorded during the term of the Publishing Agreement. Also, pursuant to the Publishing Agreement, Cooper has agreed not to grant or license rights to any songs that he writes, in whole or in part, to any third party and he

acknowledged that no third party can record any of his songs except pursuant to a valid license agreement entered into by Publishing.

13. Bluestar and Publishing have exchanged substantial consideration in favor of Cooper which supports the pledge of exclusive services under the Recording Agreement, Bluestar/Pretty Ricky Recording Agreement and the Publishing Agreement.

14. At all times relevant Bluestar has fulfilled each of its material obligations under the terms of the Recording Agreement and it has satisfied all of the conditions precedent prior to filing this suit.

15. At all times relevant, Bluestar has fulfilled each of its obligations under the terms of the Bluestar/Pretty Ricky Recording Agreement and it has satisfied all of the conditions precedent prior to filing this suit.

16. At all times relevant, Publishing has fulfilled each of its material obligations under the term of the Publishing Agreement and it has satisfied all of the conditions precedent prior to filing this suit.

17. Pursuant to the terms of the Recording Agreement, Bluestar has agreed to record and deliver certain number of recordings by the group Pretty Ricky in favor of Atlantic.

18. All conditions precedent to filing of this action have occurred or have been waived. At all times relevant the other members of Pretty Ricky have fulfilled their obligations to Bluestar and Publishing under the Recording Agreement, the Bluestar/Pretty Ricky Recording Agreement and the Publishing Agreement.

COUNT I- BREACH OF THE RECORDING AGREEMENT

19. Bluestar incorporates and realleges the allegations contained in Paragraphs 1-18 as if fully stated herein and Bluestar further alleges:

20. This is a count for breach of the Recording Agreement and the inducement letter.

21. Cooper breached the terms of the Recording Agreement by (a) making musical recordings for persons or entities other than Bluestar, (b) by giving public performances of his musical services for persons other than Bluestar, (c) by refusing to appear for promotional appearances, rehearsals and recording sessions scheduled by Bluestar.

22. As a direct and proximate result of Cooper's material breaches of the Recording Agreement, Bluestar has been damaged.

23. As a result of the breaches of the Recording Agreement, Bluestar had to retain the undersigned law firm and agreed to pay reasonable attorneys' fees to the firm to represent its interests and to obtain damages against Cooper.

Wherefore, for the reasons set forth herein, Bluestar asks this Honorable Court to determine that Cooper breached the terms of the Recording Agreement and Inducement Letter and to assess damages against Cooper and in favor of Bluestar together with other relief this Court deems fair and just.

COUNT II – ANTICIPATORY BREACH OF THE RECORDING AGREEMENT
(INJUNCTIVE RELIEF)

24. Bluestar incorporates and realleges the allegations contained in Paragraphs 1-18 as if fully stated herein and Bluestar further alleges:

25. This is a count for anticipatory breach of the Recording Agreement and Inducement Letter.

26. Cooper has stated that he will not in the future, comply with his obligations under the terms of the Recording Agreement; and that he will, inter alia, record musical recordings in favor of third persons other than Bluestar.

27. Such actions will cause irreparable damage to Bluestar for which there can be no legal relief.

28. Paragraph 7 of the Inducement Letter mandates that in the event of an anticipatory breach of the Recording Agreement, in addition to any other legal remedies, that Bluestar is entitled to injunctive relief to prevent such threatened breach.

Wherefore, for the reasons set forth herein, Bluestar asks this Court to temporarily and permanently enjoin Cooper from recording for any third party other than Bluestar, and to enter such further relief as may be consistent therewith.

COUNT III – BREACH OF THE BLUESTAR/PRETTY RICKY RECORDING
AGREEMENT

29. Bluestar incorporates and realleges the allegations contained in Paragraphs 1-18 as if fully stated herein and further alleges:

30. This is a count for breach of the Bluestar/Pretty Ricky Recording Agreement.

31. Cooper breached the terms of the Bluestar/Pretty Ricky Recording Agreement by a) making musical recording for persons or entities other than Bluestar, b) by giving public performances for persons other than Bluestar and c) by refusing to appear for promotional appearances, rehearsals and recording sessions scheduled by Bluestar.

32. As a result of Cooper's material breaches of the Bluestar/Pretty Ricky Recording Agreement, Bluestar has been damaged.

33. As a result of Cooper's actions, Bluestar had to retain the undersigned law firm and agreed to pay said firm reasonable attorneys' fees to represent its interests and to obtain damages against Cooper.

Wherefore, for the reasons set forth herein, Bluestar asks this Honorable Court to determine that Cooper has breached the terms of the Recording Agreement and to assess the appropriate amount of damages together with prejudgment interest against Cooper and in favor of Bluestar together with other relief this Court deems fair and just.

COUNT IV- ANTICIPATORY BREACH OF THE BLUESTAR/PRETTY RICKY RECORDING AGREEMENT

34. Bluestar incorporates and realleges the allegations contained in Paragraphs 1-18 as if fully stated herein and Bluestar further alleges:

35. This is a count for anticipatory breach of the Bluestar/Pretty Ricky Recording Agreement.

36. Cooper has stated that he will not in the future, comply with his obligations under the terms of the Bluestar/Pretty Ricky Recording Agreement; and that he will record musical recordings in favor of third persons other than Bluestar.

37. Such actions will cause irreparable damage Bluestar for which there can be no legal relief.

38. Paragraph 7 of the Inducement letter mandates that in the event of an anticipatory breach of the Recording Agreement, in addition to any other legal remedies, Bluestar is entitled to injunctive relief to prevent such threatened breach.

Wherefore, for the reasons set forth herein, Bluestar asks this Court to temporarily and permanently enjoin Cooper from recording in favor of any third party other than Bluestar, and to enter such further relief as may be consistent therewith.

COUNT V- BREACH OF THE PUBLISHING AGREEMENT

39. Publishing hereby incorporates and readopts each of the allegations contained in Paragraphs 1-18, as if fully stated herein and Publishing further alleges:

40. This is a count of breach of the Publishing Agreement.

41. Cooper has breached his obligations under the terms of the Publishing Agreement by: (a) failing to deliver copies of all songs written by Cooper to Publishing, (b) by writing compositions with others without the permission, knowledge or consent of Publishing.

42. As a direct and proximate result of Cooper's breaches of the Publishing Agreement, Publishing has been damaged.

43. As a result of the breaches of the Publishing Agreement, Publishing had to retain the undersigned law firm and agreed to pay reasonable attorneys' fees to the firm to represent its interests and to obtain damages against Cooper.

Wherefore, for the reasons set forth herein, Publishing asks this Honorable Court to determine that Cooper breached the terms of the Publishing Agreement and to assess damages against Cooper and in favor of Publishing together with other relief this Court deems fair and just.

Attorneys for Bluestar Entertainment
International, Inc. and Bluestar
Entertainment International Publishing, Inc.
WOLFE & GOLDSTEIN, P.A.
100 SE 2nd Street, Suite 3300
Miami, Florida 33131
Telephone: (305) 381-7115
Facsimile: (305) 381-7116

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL
CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

BLUESTAR ENTERTAINMENT
INTERNATIONAL, INC., and BLUESTAR
ENTERTAINMENT INTERNATIONAL
PUBLISHING, INC.,

Plaintiffs,

v.

MARCUS COOPER,

07-40867 CA 15

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of Said State:

MARCUS COOPER
11-28-07

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint, in this action on Defendant:

Printed Name

BY SERVING: MARCUS COOPER

11-28-07
Entered in the Circuit Court of
Incl. Circuit # *203*

AT: 631 SW 22ND STREET
HOLLYWOOD, FL 33023

Each Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's attorney, to wit:

whose address is: RICHARD C. WOLFE, ESQ., Fla. Bar No. 355607
ANNA YAROVICH LENCHUS, FL Bar No. 26382
WOLFE & GOLDSTEIN, P.A.
100 S.E. Second Street
Suite 3300
Miami, Florida 33131
Telephone: (305) 381-7115
Facsimile: (305) 381-7116

within twenty (20) days after service of this Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

DATED: NOV 21 2007

HARVEY RUVIN
CLERK OF COURTS

By: LATRICIA FLOWERS
Deputy Clerk

ORIGINAL
FILED
NOV 21 2007
HARVEY RUVIN
CLERK

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO:

07 - 40867 CA 15

BLUESTAR ENTERTAINMENT
INTERNATIONAL, INC and BLUESTAR
INTERNATIONAL PUBLISHING, INC.,
and

Plaintiffs,

v.

MARCUS COOPER,

Defendant.

**PLAINTIFF BLUESTAR ENTERTAINMENT INTERNATIONAL, INC.,
FIRST SET OF INTERROGATORIES DIRECTED TO MARCUS COOPER**


Plaintiff, Entertainment International, Inc. ("Bluestar"), by and through the undersigned counsel, hereby submit, pursuant to Fla.R.Civ.P. 1.340, the attached First Set of Interrogatories upon Defendant, Marcus Cooper, ("Cooper").

CERTIFICATE OF SERVICE

I CERTIFY that the foregoing document was served together with the complaint.

WOLFE & GOLDSTEIN, P.A.
100 S.E. 2nd Street, Suite 3300
Miami, Florida 33131
Telephone: (305) 381-7115
Facsimile: (305) 381-7116

By


RICHARD C. WOLFE
FL Bar No. 0355607

WOLFE & GOLDSTEIN, P.A. • 100 S.E. Second Street, Suite 3300 • Miami, Florida 33131
Telephone: (305) 381-7115 • Facsimile: (305) 381-7116

INSTRUCTIONS

1. Each interrogatory and sub-part thereof is to be responded to independently.
2. If any claim of privilege is asserted to any requested information contained in a document, you must furnish a schedule or "privilege log" identifying for each document (a) the type (e.g., letter, memorandum, etc.); (b) the date; (c) the author; (d) all persons copied; (e) all persons to whom it was distributed; and (f) the nature of and basis for the privilege.
3. If you cannot answer an interrogatory in full after exercising due diligence to secure the full information to do so, so state and answer to the extent possible, detailing what you did in attempting to secure the unknown information.
4. If you encounter any ambiguity in construing the instructions, definitions, or interrogatories, set forth the matter deemed ambiguous and answer the question by indicating the construction chosen and used in responding.
5. In answering these interrogatories, furnish all information however obtained, including hearsay that is available to you and information appearing in your records, and identify any information you know to be in the possession of anyone else.

DEFINITIONS

1. The terms "you," "your," means Marcus Cooper.
2. The term "document" means any handwritten, typed, or printed information (the original and all non-identical copies); any information stored in an electronic medium, such as, but not limited to, information contained in computer memory or software; e-mail; any tape recording, videotape, or photographic material; and microfilm or microfiche. The term "document" is intended to have the broadest possible meaning under the Florida Rules of Civil Procedure and the Florida Rules of Evidence.
3. The term "person" means living persons, corporations, partnerships, associations, limited liability companies, holding companies, government entities, ventures and all forms of business undertaking.
4. The term "communication" means any face-to-face discussion, telephone conversation, or transmittal of information through documents or an electronic medium.
5. The terms "relating to" or "relate to" mean to constitute, mention, refer to, discuss, list, or bear upon the requested subject matter documents.
6. The term "including" means "including but in no way limited to."
7. The term "identify" means to describe in broad detail the particular matter by describing the date of the document or communication and the persons participating so that a clear reference can be made to that particular communication or document.
8. The term Smith Shall Mean Joseph Smith.

9. The term "conversation" means an oral communication.
10. The term "draft Complaint" is the Complaint and demand for jury trial drafted by Attorney, Robert S. Meloni and Dated November 12, 2007.
11. The Term Bluestar & Publishing shall have the same definition as set forth in the Complaint.
12. The terms "Recording Agreement," "Bluestar Pretty Ricky Recording Agreement" and "Publishing Agreement" are the same documents as defined in the Complaint.

5. Identify each payment made by Smith or any company controlled by Smith to you subsequent to 2004.

6. Identify each accounting or other financial document given by Smith, Bluestar or Publishing to you indicating the date of such document and the period of such accounting statement.

7. Identify each recording session that you participated in since 2004, which was not arranged or booked by Bluestar by describing who the producer was at such session, the person or entity that paid the recording studio, the name of the recording studio and the date of such session.

8. With respect to each recording session described in your answer to interrogatory # 7, identify the names of the recordings made during such recording session and identify the names of the composer/composers of the compositions recorded during such recording session.

9. Identify each correspondence that either you or any other representative of you exchanged Craig Kallman or any other representative of Atlantic Recording Corporation since 2005.

10. Identify each conversation Craig Kallman or any other representative of Atlantic Record my corporation that has you since 2005 with respect to your recording services, obligations as an exclusive recording artist to Bluestar or your ability to record for third parties. In answering this interrogatory describe the date of such communication, the substance of each communication and identify the persons who have knowledge of same.

11. With respect to allegations in paragraph in 104 of the draft complaint, identify and describe the person you alledge lead you to believe that Matt Greenberg was representing your interest in connection with Bluestar agreement and describe the reasons why you never read the agreement prior to signing it.

12. With respect to your allegations in paragraph 123 of the draft complaint, identify the dates that you alledge you made a demand for an accounting by describing the dates of your demand, the methodology in which you conveyed such demands and the persons to whom you made such demands.

13. With respect to your allegations in paragraph of 137 of the draft complaint, describe the amounts of your contractual share of the publishing advance that you allege was not paid to you by describing all facts upon which you relied to your allegations and identify the amounts of payments that were made to you pursuant to the terms of the Publishing Agreement.

14. With respect to your allegations in paragraph 148 of the draft complaint, describe each payment that you did receive from the touring of personal appearances of Pretty Ricky and describe the amounts which you allege constitute your proper share which was not paid to you. In answering this interrogatory, describe each and such appearance and the amount you allege you are entitled to but did not receive.

15. With respect to your allegations in paragraph in 152 of the draft complaint, describe each breach by Bluestar of either the Recording Agreement and the Bluestar/Pretty Ricky Recording Agreement by describing the particular the clause that was breached, the date of such breach and the damages suffered by you as a result of each such breach.

16. With respect to your allegations in paragraph 155 and 156 of the draft complaint, describe each payment you allege is a fraudulent diversion of "Pretty Ricky money" by describing the date of such payment, the payee and identify all facts which support your allegations that such payment was not proper but rather fraudulent and identify each person who has knowledge of same.

17. With respect to your allegations in paragraph 159, 160 and 161 of the draft complaint, identify by title each song you alledge the songwriters credits or song writers splits are not appropriate by describing the particular song, the songwriter split afforded to you by Publishing and the correct songwriter split which you alledge is proper given your contributions of the creations of such composition.

18. With respect to your allegations in paragraph 162 of the draft complaint, identify each agreement or conversation by and between you and your collaborators and the other members of the group Pretty Ricky with respect to the portion of writers credit to be given to each collaborator.

19. With respect to your allegations in paragraph 163 of the draft complaint, identify each song or composition which you alledge that Smith improperly designated himself as the co-author and/or owner or otherwise took a greater share of the amount he was otherwise entitled to as a composer. In answering this interrogatory identify by title, each composition and describe the credit which you were designated as a co-author and identify or describe the actual contributions of Smith to such song.

20. With respect to your allegations in paragraph 166 of the draft complaint, identify each copyright registration which you alledge was issued by the registrars of copyrights which formerly named Smith as one of the co-Authors or co-owner of such song by describing the name of such composition, the manner in which the copyright registration was made and the correct contribution of each collaborator.

21. With respect to your allegations in paragraph 169 of the draft complaint, identify each check which you allege you have improperly endorsed by describing the date of such check, the amount of each check and identify the amount which you allege represents the proper portion of such check that you should have otherwise received.

22. With respect to your allegations in paragraph 171 of the draft complaint, identify the persons to whom Smith is allegedly soliciting a publishing agreement and why such agreement would otherwise damage you.

23. Describe each fact and identify each document which you allege supports your allegations that Smith, Bluestar and/or Publishing owes you a fiduciary duty.

24. With respect to your allegations in paragraph 175 of the draft complaint, describe each act undertaken by Smith which you allege worked to cause detriment to you and/or which furthered Smith's own interest and agenda. In answering this interrogatory list the date of such action and identify each person who has knowledge of same.

25. With respect to your allegations in paragraph 183, 184 and 185 of the draft complaint, describe those particular clauses of the particular agreement which you alledge were insufficient, inadequate and/or unconciable by identifying these particular clauses of each agreement and by describing why the clause was inequitable or unconciable.

26. Identify each fact and identify each document which supports your allegations that Smith is acting your personal manager and/or business manager and identify each fact which you alledge creates a conflict of interest and/or a breach of fiduciary duty. In answering this interrogatory list the date of such act of document and identify each person who has knowledge of same.

27. With respect to your allegations in paragraph 200 of the draft complaint identify each statement or act undertaken by Smith which you alledge induced you to sign the inducement letter by describing the date of such act, the substance of each statement and identify each person who has personal knowledge of same.

28. With respect to your allegations in paragraph 203 of the draft complaint, identify the particular clauses that you alledge are far more honourous or which are otherwise are non conforming with industry custom and standard by describing the particular clause and identifying the discrepancy between that clause and industry standard.

29. With respect to your allegations in paragraph 205 in the draft complaint describe each misrepresentation to which you refer and describe why such misrepresentations ultimately turned out to be untruthful. In answering this interrogatory list the date of such misrepresentation and identify each person who has knowledge of same.

30. With respect to your allegations in paragraph 212 of the draft complaint, describe (a) each advance which you claim you are entitled to a portion of which you did not receive, (b) which records royalties have been received which you claim is due to you, (c) which publishing advance and royalty have been received which you alledged you have not received a portion of, (d) those compositions which you alledge that proper authorship and/or co-publsiing credits have not been afforded to you, (e) the particular fraudulent acts of authorship and copyright ownership by Smith by describing the particular composition and the authorship credit afforded to Smith, (f) those particular live performances and radio dates which you alledge you have not received your proper share of such monies in connection therewith, (g) those proper deductions taken by Bluestar on its accounting statements which you alledge was not improperly entitled to take and (h) the particular monies which you alledged has been diverted.

MARCUS COOPER

STATE OF)
 : SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to before me this ____ day of November, 2007, by _____, who attests, that the foregoing facts are true and correct. He/She () is personally known to me or () has produced _____ as identification.

Notary Public, State of Florida

Print Name

H:\Smith Joseph\vs. Cooper\pleadings\interrogatories.doc

WOLFE & GOLDSTEIN, P.A. • 100 S.E. Second Street, Suite 3300 • Miami, Florida 33131
Telephone: (305) 381-7115 • Facsimile: (305) 381-7116

JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS
 Bluestar Entertainment International, Inc. and Bluestar Entertainment International Publishing, Inc.
 (b) County of Residence of First Listed Plaintiff Broward
 (EXCEPT IN U.S. PLAINTIFF CASES)
 (c) Attorney's (Firm Name, Address, and Telephone Number)
 Richard C. Wolfe, Esquire, Wolfe & Goldstein, P.A., 100 SE 2nd Street, Suite 3300, Miami, FL 33131, (305) 381-7115
CIV-HOEVELER **MAGISTRATE JUDGE BROWN**

DEFENDANTS
 Marcus Cooper
 County of Residence of First Listed Defendant Broward
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN ANTI-CONDEMNATION CASES, THE LOCATION OF THE TRACT LIND INVOLVED
07-23245
 Attorneys (If Known)
 Steven G. Schwartz, Esquire, Schwartz & Horwitz, PLC, 6751 N. Federal Highway, Suite 400, Boca Raton, FL 33487, (561) 395-4744

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)
1:2007 cv 23245 WML/SJB

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
 (For Diversity Cases Only)

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. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	FILED by <u>SK</u> D.C. DKTG DEC 12 2007 CLARENCE MADDOX CLERK U.S. DIST. CT. TRANSFERRED FROM S.D. FLA. - MIAMI (specify) Multidistrict Litigation	

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding
 2 Removed from State Court
 3 Re-filed- (see VI below)
 4 Reinstated or Reopened
 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):
 a) Re-filed Case YES NO
 b) Related Cases YES NO
 DOCKET NUMBER Pending (Filed 12/6/07)

VII. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
 17 U.S.C. 101 et seq - Recording artist dispute.
 LENGTH OF TRIAL via 10 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
 CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
 SIGNATURE OF ATTORNEY OF RECORD: *[Signature]*
 DATE: 12/11/07

FOR OFFICE USE ONLY
 AMOUNT: 8350.00 RECEIPT # 971742
12/12/07