

Case assigned to D-74
Judge Teresa Sanchez Gordon

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FILED
LOS ANGELES SUPERIOR COURT

JAN 13 2008

JOHN A. CLARKE, CLERK
BY MARY GARCIA, DEPUTY

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 BAGDASARIAN PRODUCTIONS, LLC,)
12 Plaintiff,)
13 vs.)
14 CAPITOL RECORDS, INC. and DOES 1)
15 through 10,)
16 Defendants)

Case No. BC384048

COMPLAINT FOR DAMAGES AND/OR
EQUITABLE RELIEF FOR:
1. BREACH OF CONTRACT;
2. PLAGIARISM;
3. CONVERSION; AND
4. ACCOUNTING

17
18 Plaintiff Bagdasarian Productions, LLC ("plaintiff"), for its complaint herein, alleges as
19 follows:

20
21 The Parties

22 1. Plaintiff is, and during all material times was, a limited liability company organized
23 under California law, authorized to transact business and transacting business in Los Angeles
24 County, California, among other locations.

25 2. Upon information and belief, defendant Capitol Records, Inc. ("Capitol") is, and
26 during all material times hereto was, a corporation organized under Delaware law, authorized to
27 transact business and transacting business from its office in Hollywood, California, among other
28 locations.

1 and its licensees of reproductions or records . . . for such purposes as are set forth herein" ("Granted
2 Rights"). The Agreement further provided that Liberty was to use the masters only "in connection
3 with the manufacture and distribution of . . . reproductions or records" The words
4 "reproductions or records" are defined in section 9(c) of the Agreement as devices "designed for the
5 reproduction of sound in the phonograph record field." Accordingly, Liberty was not authorized to
6 use or license any third party to use any of the recorded performances fixed in the Monarch-Artist
7 masters outside of the phonograph record industry.

8 7. Pursuant to section 10 of the Agreement, Bagdasarian retained and reserved all the
9 rights in the recorded performances fixed in the Monarch-Artist masters that were not granted to
10 Liberty ("Reserved Rights"). Specifically, Bagdasarian retained the rights to use those recorded
11 performances in any other industry "in connection with any one or more performances, productions,
12 exhibitions, or presentations, whether musical, dramatic or literary, and whether for the purpose of
13 entertainment, advertising, commercials or other recreation or business purposes, and whether in
14 connection with the medium of television broadcasting, radio broadcasting, motion pictures or live,
15 or any other method or device, now or hereafter known. . . ."

16 8. Upon information and belief, Capitol is the successor-in-interest to Liberty and now
17 claims to own the rights granted Liberty by the Agreement. Capitol and its predecessors-in-interest
18 are referred to collectively herein as "Capitol."

19 9. Bagdasarian passed away in 1972. The Reserved Rights and the other assets related
20 to "Alvin and the Chipmunks" that he owned, among others, passed to his wife and children. His
21 children acquired those assets in 1992 when Mrs. Bagdasarian passed away. Plaintiff acquired
22 substantially all those assets in 1996 and now owns, among other assets, the Reserved Rights in the
23 Monarch-Artist masters.

24 10. Upon information and belief and as alleged in greater detail below, beginning at a
25 time unknown to plaintiff and continuing on dates that are within all applicable limitations periods,
26 Capitol used one or more of the recorded performances fixed in the Monarch-Artist masters and/or
27 licensed third parties to use said recorded performances in manners and for uses that exceeded the
28 scope of the Granted Rights.

1 11. Plaintiff did not know about and reasonably could not have discovered Capitol's
2 wrongful exercise of the Reserved Rights until about mid-October 2007, when one of its employees
3 found a copy of the Agreement in an old, inactive file while looking for information related to the
4 recently released hit movie "Alvin and the Chipmunks." The Agreement was not in the file in
5 plaintiff's office that relates to the 1968 transaction with Liberty. Plaintiff did not know the terms
6 of the Agreement before the copy was discovered.

7 12. Plaintiff had no reason to suspect that Capitol had engaged in the wrongful conduct
8 alleged in greater detail below before the Agreement was discovered. No one employed by or
9 associated with plaintiff had been involved in the 1968 transaction with Liberty or Bagdasarian's
10 business activities at that time. Bagdasarian stopped writing songs and recording performances of
11 "Alvin and the Chipmunks" on a full time basis and began operating a winery in the mid to late
12 1960's. Liberty did not send Bagdasarian or his heirs any artist's royalties on account of uses of the
13 Monarch-Artist masters because pursuant to the Agreement, Bagdasarian had accepted a lump sum
14 payment in lieu of the artist's royalties that might otherwise be payable in the future. Bagdasarian
15 died unexpectedly in 1972. His widow was not involved in the music business before or after his
16 death and did not monitor Liberty's or Capitol's uses of the Monarch-Artist masters. Capitol
17 concealed the fact that it was acting in excess of its rights under the Agreement from Mrs.
18 Bagdasarian and his children.

19 13. Ross Bagdasarian, Jr., one of the members of plaintiff, began writing and recording
20 songs as "Alvin and the Chipmunks" in the early 1980's. He focused on writing and recording new
21 songs and producing a television series and movie featuring "Alvin and the Chipmunks." He had
22 always believed that Capitol owned all the rights to the Monarch-Artist masters and concentrated
23 his efforts on new recordings and new products. Upon information and belief, Capitol represented
24 to third party licensees and otherwise held itself out as the owner of all the rights in the recordings
25 covered by the Agreement, granted third parties licenses to use the recorded performances fixed in
26 the Monarch-Artist masters in, among other things, television programs, DVD's commercials,
27 motion picture films, ring tones and novelty items. Capitol concealed from plaintiff and its
28 predecessors-in-interest that Capitol did not own the Reserved Rights, and periodically referred

1 licensees of those Reserved Rights to plaintiff so that those licensees could obtain licenses to use
2 compositions performed on the sound recordings ("synchronization licenses") from plaintiff.
3

4 First Cause of Action

5 (Breach of Contract, Against All Defendants)

6 14. Plaintiff repeats and incorporates herein by this reference, each of the allegations
7 contained in paragraphs 1 through 13 above.

8 15. Plaintiff and its predecessors-in-interest have performed all the terms, conditions and
9 covenants that the Agreement required them to perform, except for those terms, conditions and
10 covenants, their performance of which was excused, waived or discharged by defendants.

11 16. Upon information and belief, at various times within the past four years and before,
12 defendants used the recorded performances fixed in the Monarch-Artist masters and/or granted third
13 parties licenses the right to use those recorded performances for purposes that exceeded the scope
14 of the Granted Rights, including but not limited to using and/or granting third parties licenses to use
15 those recorded performances in television programs, DVD's commercials, motion picture films, ring
16 tones, novelty items, and other uses outside the phonograph record industry. Said acts constituted
17 separate and distinct material breaches of the Agreement and/or of the covenant of good faith and
18 fair dealing implied therein.

19 17. As a direct and proximate result of defendants' material breaches of the Agreement
20 and/or of the implied covenant of good faith and fair dealing as alleged herein, plaintiff has sustained
21 damages in an amount that exceeds the jurisdictional minimum of this court. The precise amount of
22 said damages is not known at this time, and plaintiff will seek leave of court to amend this complaint
23 to state the amount of its damages with greater certainty when that amount is ascertained.

24 Second Cause of Action

25 (Plagiarism, Against All Defendants)

26 18. Plaintiff repeats and incorporates herein by this reference, each of the allegations
27 contained in paragraphs 1 through 13 above.
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Third Cause of Action

(Conversion, Against All Defendants)

24. Plaintiff repeats and incorporates herein by this reference, each of the allegations contained in paragraphs 1 through 13 above.

25. Upon information and belief, at various times within the past three years and before, defendants used the recorded performances fixed in the Monarch-Artist masters and/or granted third parties licenses the right to use those recorded performances for purposes that exceeded the scope of the Granted Rights, including but not limited to using and/or granting third parties licenses to use those recorded performances in television programs, DVD's commercials, motion picture films, ring tones, novelty items and other uses outside the phonograph record industry.

26. Said acts were not authorized by plaintiff or its predecessors-in-interest and constituted separate and distinct acts of conversion of their intellectual property under California law. Upon further information and belief, defendants collected license fees and other revenues on account of those unauthorized and wrongful conversions of plaintiff's intellectual property.

27. As a direct and proximate result of defendants' wrongful acts as alleged herein, plaintiff has sustained damages equal to the license fees and other revenues received by defendants on account of their wrongful conversions of that intellectual property. The precise amount of said damages is not known at this time, but upon information and belief, exceeds the jurisdictional minimum of this court. Plaintiff will seek leave of court to amend this complaint to state the amount of its damages with greater certainty when that amount is ascertained.

28. By reason of their wrongful acts as alleged hereinabove, defendants collected all said license fees and other revenues as constructive and/or involuntary trustees for plaintiff, and now hold all such monies in trust for plaintiff.

Fourth Cause of Action

(Accounting Against All Defendants)

29. Plaintiff repeats and incorporates herein by this reference, each of the allegations contained in paragraphs 1 through 13 above.

1 30. Upon information and belief, at various times within the past two years and before,
2 defendants used the recorded performances fixed in the Monarch-Artist masters and/or granted third
3 parties licenses the right to use those recorded performances for purposes that exceeded the scope
4 of the Granted Rights, including but not limited to using and/or granting third parties licenses to use
5 those recorded performances in television programs, DVD's commercials, motion picture films, ring
6 tones, novelty items and other uses outside the phonograph record industry. Upon further information
7 and belief, defendants collected license fees and other revenues on account of those unauthorized
8 and wrongful uses of the recorded performances.

9 31. Said acts were not authorized by plaintiff or its predecessors, violated the rights of
10 plaintiff and its predecessors under Civil Code §980(a)(2), and constituted acts of plagiarism and
11 conversion under California law. By reason of their wrongful acts, defendants collected all said
12 license fees and other revenues as constructive and/or involuntary trustees for plaintiff, and now hold
13 all such monies in trust for plaintiff..

14 32. The exact amounts of license fees and other revenues collected by defendants as
15 constructive trustees for plaintiff are unknown to plaintiff and can be determined only by an
16 accounting. Plaintiff has demanded an accounting by defendants of all said monies. Defendants have
17 failed and refused, and continue to fail and refuse, to render such an accounting or to pay plaintiff
18 the sums due it on account of the wrongful exercise of the Reserved Rights.

19
20 WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows:

21 On the first cause of action:

22 1. For damages according to proof at trial, together with interest thereon at the legal rate
23 of interest;

24 On the second cause of action:

25 1. For damages according to proof at trial, together with interest thereon at the legal rate
26 of interest;

27 2. That defendants, and each of them, as well as all those acting in concert with them,
28 be preliminarily and permanently enjoined from exercising any of the Reserved Rights or otherwise

1 using the recorded performances fixed in the Monarch-Artist masters beyond the scope of the
2 Granted Rights;

3 On the third cause of action:

4 1. For damages according to proof at trial, together with interest thereon at the legal rate
5 of interest;

6 2. For the imposition of a constructive trust on all the license fees and other revenues
7 collected by defendants in violation of the rights of plaintiff and its predecessors-in-interest;

8 On the fourth cause of action:

9 1. For an accounting of the license fees and other revenues received by defendants on
10 account of the wrongful exercise of the Reserved Rights;

11 2. For payment over to plaintiff of the amount due from defendants as a result of the
12 accounting and interest on that amount at the legal rate of interest;

13 On all causes of action:

14 1. For an award of reasonable attorney's fees and costs as provided for by contract
15 and/or applicable law;

16 2. For costs of suit herein incurred; and

17 3. For such other and further relief as the court may deem proper.

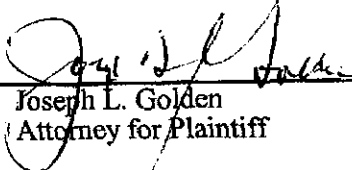
18

19 DATED: January 18, 2008

JOSEPH L. GOLDEN, ESQ.
LAW OFFICE OF JOSEPH L. GOLDEN

20

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By: 
Joseph L. Golden
Attorney for Plaintiff

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QA 1448

AGREEMENT

(Sale of Master Recordings)

AGREEMENT dated the 1st day of July, 1968, between LIBERTY RECORDS, INC. ("Liberty"), of 6920 Sunset Boulevard, Hollywood, California 90028, MONARCH MUSIC CORPORATION ("Monarch") and ROSS BAGDASARIAN ("Artist"), both of 8560 Sunset Boulevard, Los Angeles, California 90069.

For and in consideration of the mutual covenants and conditions herein set forth, the parties do hereby agree as follows:

*Original Vaulted
5/16/80
10 50*

1. Monarch and Artist have heretofore recorded or cause to be recorded and presently own certain master recordings (hereinafter referred to as "Monarch-Artist master recordings") embodying one hundred twelve (112) musical compositions or selections the names of which are set forth in "Exhibit 1", attached hereto and made a part hereof.

2. Monarch and Artist hereby assign and grant to Liberty all rights of every kind, and the complete, exclusive, perpetual, unencumbered, unconditional and worldwide right, title and interest in and to said Monarch-Artist master recordings and all records and reproductions made therefrom together with such rights to use and control the same and the performances embodied thereon for the purposes of manufacture and distribution by Liberty and its licensees of reproductions or records which for the purposes of this agreement include discs, tapes or any other article or device now or subsequently known or developed, and for such other purposes as are set forth herein. Without limitation of the foregoing, Liberty and/or its subsidiaries, affiliates and licensees shall have the exclusive, perpetual, unlimited and complete right to make, manufacture, sell, license, distribute, advertise, exploit or otherwise use or control the use of or dispose of or deal in said master recordings, the matrices, mothers, stampers, duplicates, records or other copies or derivatives produced from said master recordings, and the performances embodied thereon, and all or any part or parts thereof, edited, excerpted, altered or changed in any manner or by any means whatsoever -- in connection with the manufacture and distribution of said reproductions or records throughout the world or any part thereof, under any label,

EVA

trademark, tradename or other identification, and by any means or method, upon such terms as it may desire, but Liberty at its option may refrain from doing any of the aforementioned.

3. Except to the extent that Liberty already is in possession thereof, Monarch-Artist agree to deliver or cause to be delivered to Liberty all tapes of said Monarch-Artist master recordings (both monaural and stereo) together with Artist's photographs, biographical material concerning Artist, label data, metal parts, if any, and any other material as may relate or pertain to the manufacture or exploitation of said master recordings, immediately upon the execution of this agreement. All such items shall be delivered to Liberty free and clear of any and all liens, charges and encumbrances of any kind or nature whatsoever, except that Liberty shall have the obligation to pay the amounts, if any, to be paid to the AFofM Music Performance Trust Fund and any equivalent fund or trust with respect to the sales of records made by Liberty from said master recordings.

4. Monarch-Artist jointly and severally warrant and represent to Liberty:

(a) They have paid for and are fully responsible for all costs and expenses of the recording and production of said Monarch-Artist master recordings, including without limiting the generality of the foregoing, the cost of copyists, sketchers, adapters, arrangers, conductors, contractors, orchestrators, musicians and vocalists and all payroll taxes and union payments based on payroll and studio costs and all other recording costs and expenses;

(b) They are the sole and exclusive owners of all right, title and interest in and to each of said master recordings, including the arrangements and the musical or other performances embodied therein, and all property rights recognized or created by law in any such property;

(c) The arrangements, performances and related matters embodied within said master recordings are all original works and do not infringe upon or otherwise violate the copyright, literary or other property right of any person;

(d) Monarch-Artist possess the full right, power and authority to enter into and perform under this agreement in all respects and to grant all of the rights herein granted by Monarch and Artist to Liberty and to authorize all of the uses made available by Monarch-Artist herein;

(e) No third person has any right, title or interest in or to each of said master recordings or any copy or duplicate

thereof and Monarch-Artist have not heretofore granted any right or license inconsistent with or which may impair and/or curtail any of the rights or licenses granted hereby, and Monarch-Artist will not grant, lease, license, sell or assign to any other person rights in or to said master recordings, nor will itself suffer or suffer to be done any act, or acts, in derogation of the rights of Liberty hereunder; all of the rights herein granted to Liberty are exclusive and absolute in favor of Liberty.

(f) At the time when each of said Monarch-Artist master recordings hereunder were recorded, Artist and all of the performers whose services were rendered in connection with such recordings were free to make them and neither Artist nor any such performers were prohibited by any contract or otherwise from the recording of any of the compositions embodied in said master recordings or were parties to any contract which would otherwise impair and/or curtail the rights and privileges granted to Liberty hereunder;

(g) At the time when each of said master recordings hereunder were recorded, Artist and performers whose performances are embodied in said master recordings were members of the applicable collective bargaining unit of the phonograph record industry governing the services rendered by them and that Artist and performers were paid in accordance with the applicable minimum rates specified in the AFTRA Code of Fair Practice for Phonograph recordings, the American Federation of Musicians Labor Agreement for Phonograph Records, or any other applicable collective bargaining agreement in effect at the time said master recordings were recorded;

(h) All of said master recordings, together with the performances embodied thereon, are free and clear of any and all liens, charges and encumbrances of any sort;

(i) Monarch and Artist, at Liberty's request, will cooperate fully with Liberty in any controversy which may arise with third parties or litigation which may be brought by third parties concerning Liberty's rights obtained hereunder.

5. Reference is made to that certain Exclusive Artist's Recording Agreement dated July 1, 1967 executed between Artist and Liberty (hereinafter referred to as the "1967 Artist's Agreement"). Artist acknowledges that he has been paid by Liberty the two \$30,000 installment payments due to him on July 1, 1967 and January 1, 1968, plus an additional advance of \$25,000 made to him by Liberty in January, 1968. In consideration of the execution of this agreement by Liberty, Artist agrees with Liberty:

(a) Said 1967 Artist's Agreement is amended

to provide that the term thereof shall end on June 30, 1968 rather than June 30, 1970, and as so amended, said Agreement accordingly terminated on June 30, 1968;

(b) Artist is relieved and excused from rendering any further services under said 1967 Artist's Agreement, and Liberty is relieved and excused from making any additional advance payments to Artist under said agreement;

(c) The master recordings produced by Liberty in which Artist's services were rendered under said 1967 Artist's Agreement are included in the master recordings listed in "Exhibit 1", and are included in the master recordings being sold to Liberty pursuant to this agreement, and Artist shall not have nor retain any rights to manufacture and/or distribute and/or sell any reproductions or records thereof;

(d) Artist forever waives and releases his right to receive any artist's royalties on records embodying the Monarch-Artist master recordings manufactured and sold by Liberty and/or its subsidiaries, affiliates and licensees subsequent to June 30, 1968, and Artist's right to said royalties shall be calculated upon and limited to net sales of such records made prior to July 1, 1968; and

(e) Artist will not perform any of the musical compositions or selections embodied in the Monarch-Artist master recordings or in the Liberty master recordings referred to in Paragraph 6 for any person other than Liberty for the purpose of any manufacture or distribution of reproductions or records therefrom.

6. Reference is made to those master recordings produced by Liberty under an agreement dated October 1, 1958, which master recordings are included in a certain long-playing record entitled, "LET'S ALL SING WITH THE CHIPMUNKS" further identified as LRP 3132/LST 7132-Sunset 1190/5190, which long-playing record and master recordings embodied twelve (12) musical compositions entitled respectively, "YANKEE DOODLE", "CHIPMUNK FUN", "THE LITTLE DOG", "OLD McDONALD CHA CHA CHA", "THREE BLIND (FOLDED) MICE", "GOOD MORNING SONG", "WHISTLE WHILE YOU WORK", "IF YOU LOVE ME (ALOUETTE)", "RACTIME COWBOY JOE", "POP GOES THE WEASEL", "THE CHIPMUNK SONG" and "ALVIN'S HARMONICA", all performed by Artist as THE CHIPMUNKS. All rights in said master recordings are now owned, and have been owned since the making thereof, by Liberty, subject to the right of Artist to receive certain artist's royalties from the sale of records made therefrom. With respect to said master recordings, Artist also forever waives and releases his right to receive any artist's royalties on records embodying said master recordings owned by Liberty which records are manufactured and sold by Liberty and/or its subsidiaries, affiliates, and

licensees subsequent to June 30, 1968, and Artist's right to said royalties shall be calculated upon and limited to net sales of such records made prior to July 1, 1968.

7. In full payment for the acquisition of the Monarch-Artist master recordings and for the other rights and benefits granted to it herein, Liberty agrees to pay Artist the total sum of \$200,000, of which \$175,000 shall be paid immediately upon the execution of this agreement, and the remaining \$25,000 will be paid or, as the case may be, credited in whole or in part to any refunds due to Liberty pursuant to the settlement of accounts between Liberty and Artist as provided for in the following Paragraph 8.

8. Immediately following the execution of this agreement, Liberty shall calculate the artist's royalties which have accrued in favor of Artist under the 1967 Artist's Agreement from the manufacture and sale of records from master recordings embodying Artist's performances under said 1967 Artist's Agreement for the period ending June 30, 1968. If as a result of said calculation it is determined that said royalties exceed the \$85,000 in advances heretofore made by Liberty to Artist, then the remaining \$25,000 of the total sum of \$200,000 referred to in the preceding Paragraph 7 shall be immediately paid by Liberty to Artist. If, on the other hand, the total of said royalties accrued in favor of Artist are less than said sum of \$85,000, Liberty shall be entitled to deduct from said sum of \$25,000 the amount by which said accrued royalties for said period are less than \$85,000, it being understood that Artist's obligation to refund to Liberty any portion of the \$85,000 in advances made to him under the 1967 Artist's Agreement shall not exceed the amount of \$25,000. Any portion of said \$25,000 determined to be due to Artist pursuant to the foregoing accounting shall be immediately paid to him by Liberty.

9. For the purpose of this agreement:

(a) The word "performance" means singing, speaking, conducting or playing an instrument, alone or with others;

(b) The word "selection" means a single musical composition (including a medley), story, poem, or similar work;

(c) The terms "record" or "phonograph record" or "reproduction" mean any disc record of any material and revolving at any speed, or any magnetic tape recording, or any other device or contrivance of any size, type, character, dimension or description designed for the reproduction of sound in the phonograph record field, as said field is presently understood or may be hereafter developed, including without limitation, devices designed to reproduce both visually and aurally the performances of recording artists;

(b) The word "person" includes any individual, corporation, partnership, association or any other organized group of persons or legal successors or representatives of the foregoing.

10. Notwithstanding the provisions of Paragraph 2 hereof, Artist reserves the perpetual right to use copies of any and all Monarch-Artist master recordings hereunder and to make productions or records thereof, whether in whole or in part, in connection with or for any purpose other than the manufacture and distribution of records and reproductions therefrom. Accordingly, Artist shall have such right in connection with any one or more performances, productions, exhibitions, or presentations, whether musical, dramatic or literary, and whether for the purpose of entertainment, advertising, commercials, or other recreation or business purposes and whether in connection with the medium of television broadcasting, radio broadcasting, motion picture exhibitions or live, or any other method or device, now or hereafter known, of or for recording or playing back sound. Artist does hereby agree to indemnify and save harmless Liberty from and against any and all claims, liability, loss, damage, or expense, including a reasonable allowance for attorneys' fees, which may be sustained by Liberty by reason of any use by Artist such as is permitted by the foregoing provisions of this Paragraph 10.

11. (a) Artist reserves any and all property rights and ownership in and to the following properties that Liberty may have in said Monarch-Artist master recordings, namely,

(1) the titles and captions of any and all albums, records and reproductions heretofore used in connection therewith;

(2) the visual representations and names of the fanciful characters called "ALVIN", "SIMON" and "THEODORE" (collectively called "THE CHIPMUNKS") and "DAVID SEVILLE".

(b) Liberty shall have no right to use any of such properties, whether or not in connection with the manufacture or distribution of reproductions or records, except as herein expressly provided. Liberty may use such properties on labels, jackets and album covers, including advertising and sales promotion and otherwise in connection with the manufacture or distribution of reproductions or records, provided, however, that Liberty shall have no right to use any of such visual representations in television without consent of Artist. Liberty may, however, show such labels, jackets and album covers in television in connection with such advertising and sales promotion. Liberty shall obtain Artist's prior written approval of all television representations thus used.

(c) Artist shall have the right to copyright and/or register all such titles, names and visual representations.

4/11/50

(d) It shall be the obligation of Liberty to affix appropriate notice or notices to the labels, packages and containers used in connection with the distribution of the productions or records manufactured from said master recordings as may from time to time be requested by Artist towards the protection of Artist's copyrights or registrations respecting his applicable properties.

(e) Artist shall have the absolute right, and may extend such right to others, to use such visual representations and names, subject only to the following restrictions and none other: Artist shall not have any such right to use such visual representations and names upon labels, jackets and album covers in connection with the manufacture and distribution of phonograph records with respect to any records bearing compositions that are the same as those embodied in said master recordings. Such rights are in addition to the rights of the Artist reserved elsewhere in this agreement.

12. This instrument constitutes the entire agreement between the parties and cannot be modified except by written instrument, signed by the parties hereto. All parties acknowledge and agree that no party shall rely on any representations or promises in connection with this agreement on the subject matter hereof not contained herein. This agreement shall be governed by and interpreted in accordance with the laws and judicial decisions of the State of California. Liberty shall have the right to assign, license or otherwise transfer any or all of Liberty's rights, powers, privileges and property under this agreement. The parties hereto undertake and agree to execute any and all consents, authorizations, and other documents which may be necessary to give full force and effect to the terms of this agreement. Monarch-Artist agree to indemnify and hold Liberty harmless from and against any and all liability, loss, damage, cost or expense, including attorneys' fees paid or incurred by reason of any breach or claim of breach of any of Monarch-Artist's covenants, warranties and representations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of July 1, 1968.

LIBERTY RECORDS, INC.

By 

MONARCH MUSIC CORPORATION

By 

ROSS BAGDASARIAN

4/11/60

LABEL COPY

LIBERTY

MONARCH-ALBUM

SING AGAIN WITH THE CHIPMUNKS

David Seville & The Chipmunks
(Alvin, Simon & Theodore)

- ✓ 1. SING AGAIN WITH THE CHIPMUNKS
(Ross Bagdasarian)
- 2. COMING 'ROUND THE MOUNTAIN
(Arr. by R. Bagdasarian)
- 3. HOME ON THE RANGE
(Arr. by R. Bagdasarian)
- ✓ 4. I WISH I HAD A HORSE
(Mark McIntyre-Ross Bagdasarian)
- 5. STANEE RIVER
(Arr. by R. Bagdasarian)
- 6. WHEN JOHNNY COMES MARCHING HOME
(Arr. by R. Bagdasarian)

LRP-3159 1
LST-7159

A Product Of Monarch Music Corporation

* * * * *

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE)

- ✓ 1. SING A GOOFY SONG
(Ross Bagdasarian)
- 2. SWING LOW SWEET CHARIOT
(Arr. By R. Bagdasarian)
- ✓ 3. WITCH DOCTOR
(Ross Bagdasarian)
- 4. WORKING ON THE RAILROAD
(Arr. by R. Bagdasarian)
- ✓ 5. ROW YOUR BOAT
(Ross Bagdasarian)
- ✓ 6. ALVIN'S ORCHESTRA
(Ross Bagdasarian)

LRP-3159 2
LST-7159

A Product Of Monarch Music Corporation

10/14/60

LABEL COPY

LIBERTY

MONAURAL - ALBUM

AROUND THE WORLD WITH THE CHIPMUNKS

DAVID SEVILLE
And The Chipmunks
(Alvin, Simon & Theodore)

- ✓ 1. Mexico - THE BRAVE CHIPMUNKS - 1:48 LRP-3170 1
(Ross Bagdasarian) 457-7170
- ✓ 2. Japan - JAPANESE BANANA - 2:28
(Ross Bagdasarian)
- ✓ 3. France - I WISH I COULD SPEAK FRENCH - 2:46
(Ross Bagdasarian)
- ✓ 4. Arabia - STUCK IN ARABIA - 2:05
(Ross Bagdasarian)
- 5. Germany - AUGUST DEAR - 1:27
(Arr. by Ross Bagdasarian)
- 6. North Pole - RUDOLPH THE RED NOSED REINDEER - 2:32
(John D. Marks)

A Product of Monarch Music Corporation
CORPORATION

* * * * *

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- 1. Hawaii - THE PIDGIN ENGLISH HULA - 1:53 LRP-3170 2
(Chas. E. King) 457-7170
- 2. Italy - OH GONDALIERO - 3:23
(Arr. by Ross Bagdasarian)
- 3. Scotland - COMIN' THRU THE RYE - 1:35
(Arr. by Ross Bagdasarian)
- ✓ 4. Spain - SPAIN - 1:37
(Ross Bagdasarian)
- ✓ 5. Switzerland - THE MAGIC MOUNTAIN - 2:21
(Ross Bagdasarian)
- 6. England - LILY OF LAGUNA - 2:06
(Arr. by Ross Bagdasarian)

A Product of Monarch Music Corporation
CORPORATION

Exhibit 1

Page 2

4-1111-010

9/30-65

LIBERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

LABEL COPY

LIBERTY

MONAURAL: LRP-3209
STEREO: LST-7209

THE ALVIN SHOW

DAVID SEVILLE
And The Chipmunks
(Alvin, Simon & Theodore)

1. THE ALVIN SHOW THEME --- ✓
Opening
2. THE MRS. FRUMPINGTON STORY ---
Mrs. Frumpington's Song ✓
3. A TRIP TO PARIS ---
I Wish I Could Speak French ✓

Writer: Ross Bagdasarian
Publisher: Monarch Music Corp. - ASCAP

A Product of Monarch Music ~~EXHIBIT~~ Corporation

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

1. TELEVISION INTERVIEW ---
Chipmunk Fun ✓
2. CRASHCUP INVENTS THE BATHUB ---
Crashcup's Work Theme - One Finger Waltz
3. WITCH DOCTOR ✓
4. THE ALVIN SHOW THEME ---
Closing

Writer: Ross Bagdasarian
Publisher: Monarch Music Corp. - ASCAP

A Product of ~~EXHIBIT~~ Monarch Music Corporation

Exhibit 1
Page 3

9-30-65

LIBERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

LABEL COPY

LIBERTY

MONAURAL: LRP-3229
STEREO: LSP-7229

THE CHIPMUNK SONGBOOK

DAVID SEVILLE
And The Chipmunks
(Alvin, Simon & Theodore)

- | | | | |
|----|--|------|---|
| 1. | THE BAND PLAYED ON
(Arr. Ross Bagdasarian) | 2:30 | 1 |
| 2. | BUFFALO GALS
(Arr. Ross Bagdasarian) | 3:25 | |
| 3. | THE ALVIN TWIST
(Arr. Ross Bagdasarian) | 2:38 | |
| 4. | FUNICULI, FUNICOLA
(Arr. Ross Bagdasarian) | 2:20 | |
| 5. | MY WILD IRISH ROSE
(Arr. Ross Bagdasarian) | 2:40 | |
| 6. | DOWN IN THE VALLEY
(Arr. Ross Bagdasarian) | 3:07 | |
| 7. | GIT ALONG LITTLE DOGIES
(Arr. Ross Bagdasarian) | 3:07 | |

Monarch Music Corp. ASCAP
A Product of Monarch Music Corporation

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- | | | | |
|----|---|------|---|
| 1. | TWINKLE, TWINKLE, LITTLE STAR
(Arr. Ross Bagdasarian) | 3:30 | 2 |
| 2. | ON TOP OF OLD SMOKEY
(Arr. Ross Bagdasarian) | 3:25 | |
| 3. | THE MAN ON THE FLYING TRAPEZE
(Arr. Ross Bagdasarian) | 3:02 | |
| 4. | WHILE STROLLING IN THE PARK XI ONE DAY
(Arr. Ross Bagdasarian) | 2:07 | |
| 5. | POLLY WOLLY DOODLE
(Arr. Ross Bagdasarian) | 3:18 | |
| 6. | BICYCLE BUILT FOR TWO
(Arr. Ross Bagdasarian) | 3:02 | |
| 7. | AMERICA THE BEAUTIFUL
(Arr. Ross Bagdasarian) | 2:04 | |

Monarch Music Corp. ASCAP
A Product of Monarch Music Corporation

Exhibit 1

Page 4

44-111-100-1

8/31/62

LIBERTY RECORDS, INC.

LOS ANGELES, CALIFORNIA

Label Copy

Commercial and Audition

Monaural
Stereo

LRP 3256
LST 7256

CHRISTMAS WITH THE CHIPMUNKS

Alvin, Simon & Theodore
With David Seville

Side 1

- | | | | |
|----|--|-----------------------------------|------|
| 1. | HERE COMES SANTA CLAUS
(Right Down Santa Claus Lane)
(Gene Autrey-Oakley Haldeman) | Western Music Publ. Co.
ASCAP | 1:44 |
| 2. | UP ON THE HOUSE-TOP
(Arr. by Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 1:32 |
| 3. | SILVER BELLS
(J. Livingston-R. Evans) | Paramount Music Corp.
ASCAP | 2:17 |
| 4. | RUDOLPH THE RED-NOSED REINDEER
(Johnny Marks) | St. Nicholas Music, Inc.
ASCAP | 2:32 |
| 5. | JINGLE BELLS
(Arr. by Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 2:36 |
| 6. | OVER THE RIVER AND THROUGH THE WOODS
(Arr. by Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 1:56 |

A PRODUCT OF MONARCH MUSIC CORP.

**** **** **** **** **** **** * **** **

Headings on Side Two Same As On Side One, Above

Side 2

- | | | | |
|----|--|------------------------------------|------|
| 1. | SANTA CLAUS IS COMIN' TO TOWN
(H. Gillespie- J. Fred Coats) | Leo Faist, Inc.
ASCAP | 1:44 |
| 2. | IT'S BEGINNING TO LOOK LIKE CHRISTMAS
(Meredith Willson) | Plymouth Music Co.
ASCAP | 1:45 |
| 3. | FROSTY THE SNOW MAN
(S. Nelson- J. Rollins) | Hill and Range Songs, Inc.
BMI | 1:59 |
| 4. | WHITE CHRISTMAS
(Irving Berlin) | Irving Berlin Music Corp.
ASCAP | 2:33 |
| 5. | THE CHIPMUNK SONG
(Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 2:19 |
| 6. | WE WISH YOU A MERRY CHRISTMAS
(Arr. by Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 1:53 |

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Exhibit 1

Page 5

10/63

LIBERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

MONAURAL: LRP 3334
STEREO: LST 7334

LABEL COPY

LIBERTY

CHRISTMAS WITH THE CHIPMUNKS
Volume - 2

Alvin, Simon & Theodore
With David Seville

- | | | | | |
|----|---|-------------------------------|------|---|
| 1. | JINGLE-BELL ROCK
(Joe Beal-Jim Boothe) | Rosarita Music, Inc.
ASCAP | 1:42 | 1 |
| 2. | DECK THE HALL
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 2:19 | |
| 3. | THE TWELVE DAYS OF CHRISTMAS
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 4:23 | |
| 4. | HANG UP YOUR STOCKIN'
(Johnny Mann) | Monarch Music Corp.
ASCAP | 1:51 | |
| 5. | HAVE YOURSELF A MERRY LITTLE CHRISTMAS
(Hugh Martin-Ralph Blane) | Leo Feist, Inc.
ASCAP | 2:39 | |
| 6. | JOLLY OLD SAINT NICHOLAS
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 1:49 | |

A Product of Monarch Music Corp.

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- | | | | | |
|----|---|------------------------------|------|---|
| 1. | WONDERFUL DAY ✓
(Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 2:28 | 2 |
| 2. | CHRISTMAS TIME (Greensleeves)
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 3:05 | |
| 3. | (ALL I WANT FOR CHRISTMAS IS MY
TWO FRONT TEETH (Donald Gardner) | M, Witmark & Sons
ASCAP | 1:42 | |
| 4. | O CHRISTMAS TREE (O Tannenbaum)
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 2:27 | |
| 5. | THE NIGHT BEFORE CHRISTMAS ✓
(Ross Bagdasarian-C. C. Moore) | Monarch Music Corp.
ASCAP | 2:59 | |
| 6. | HERE WE COME A-CAROLING
(Arr. Ross Bagdasarian) | Monarch Music Corp.
ASCAP | 1:55 | |

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Exhibit 1 - Page 6

8/64

LIBERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

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LIBERTY

MONAURAL: LRP-338
STEREO: LST-728

THE CHIPMUNKS SING
THE BEATLES HITS

Alvin, Simon & Theodore
With David Seville

- | | | | | |
|----|--|---|------|---|
| 1. | ALL MY LOVING
(Lennon-McCartney) | Maclen Music
BMI | 2:16 | 1 |
| 2. | DO YOU WANT TO KNOW A SECRET
(McCartney-Lennon) | Metric Music Co.
BMI | 1:56 | |
| 3. | SHE LOVES YOU
(Lennon-McCartney) | Gil Music Corp.
BMI | 2:10 | |
| 4. | FROM ME TO YOU
(Lennon-McCartney) | Gil Music Corp.
BMI | 1:53 | |
| 5. | LOVE ME DO
(McCartney-Lennon) | Beechwood Music Corp.
BMI | 2:13 | |
| 6. | TWIST AND SHOUT
(Russell-Medley) | Robert Mellin Inc.-Progressive
Mus. Inc. BMI | 2:32 | |

(A Product of Monarch Music Corp.)

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- | | | | | |
|----|--|---|------|---|
| 1. | A HARD DAY'S NIGHT
(Lennon-McCartney) | Maclen Mus. Inc.-
Unart Mus. Corp. BMI | 2:39 | 2 |
| 2. | P. S. I LOVE YOU
(McCartney-Lennon) | Beechwood Music Corp.
BMI | 2:17 | |
| 3. | I SAW HER STANDING THERE
(McCartney-Lennon) | George Pinous & Sons Mus.
ASCAP | 2:53 | |
| 4. | CAN'T BUY ME LOVE
(Lennon-McCartney) | Maclen Mus. Inc.
BMI | 2:03 | |
| 5. | PLEASE, PLEASE ME
(Lennon-McCartney) | Gil Music Corp.
BMI | 2:01 | |
| 6. | I WANT TO HOLD YOUR HAND
(Lennon-McCartney) | Duchess Music Corp.
BMI | 2:31 | |

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LIBERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

MONAURAL: LRP-3405
STEREO: LST-7405

LABEL COPY

LIBERTY

THE CHEPMUNKS SING WITH CHILDREN

Alvin, Simon & Theodore
With David Seville

1. DO-RE-MI (Rodgers-Hammerstein, II)	Williamson Music, Inc. ASCAP	2:20	1
2. RAG MOP (Wills-Anderson)	Bob Wills Music, Inc. ASCAP	2:03	
3. ME TOO (Ho-Hoi Ha-Hai) (Woods-Tobias-Sherman)	Shapiro Bernstein & Co. ASCAP	2:32	
4. MISTER SANDMAN (Pat Ballard)	E. H. Morris & Co. ASCAP	2:15	
5. HELLO DOLLY (J. Herman)	E. H. Morris & Co. ASCAP	2:15	
6. PUFF (The Magic Dragon) (Yarrow-Lipton)	Pepamar Music Corp. ASCAP	2:43	

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(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

1. TONIGHT YOU BELONG TO ME (B. Rose-L. David)	Johnny Mathis Music, Inc. ASCAP	2:17	2
2. SUPERCALIFRAGILISTICEXPIALIDOCIOUS (Richard Sherman-Robert Sherman)	Wonderland Music Co. BMI	2:05	
3. TEA FOR TWO (V. Youmans-I. Caesar)	Harms, Inc. ASCAP	2:20	
4. QUE SERA SERA (J. Livingston-R. Evans)	Artists Music, Inc. ASCAP	1:50	
5. MISSISSIPPI MUD (J. Cavanaugh-H. Barris)	Shapiro Bernstein & Co. ASCAP	1:45	
6. DOWN BY THE OLD MILL STREAM (T. Taylor)	Forster Music Pub., Inc. ASCAP	2:21	

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9/65

ERTY RECORDS, INC., LOS ANGELES, CALIFORNIA

LABEL COPY

LIBERTY

MONAURAL: LRP-3424
STEREO: LST-7424

CHIPMUNKS A GO GO

Alvin, Simon & Theodore
With David Seville

- | | | | |
|---|---|--|------|
| | | | 1 |
| | | | 2:25 |
| 1. WHAT'S NEW PUSSYCAT?
(Hal David-Burt Bacharach) | United Artists Music Co., Inc.
ASCAP | | 2:15 |
| 2. THIS DIAMOND RING
(Kooper-Levine-Brass) | Sea-Lark Enterprises, Inc.
BMI | | 2:16 |
| 3. MR. TAMBOURINE MAN
(Bob Dylan) | M. Witmark & Sons
ASCAP | | 2:48 |
| 4. MRS. BROWN YOU'VE GOT A LOVELY DAUGHTER
(Trevor Peacock) | Brakenbury Music, Inc.
BMI | | 2:30 |
| 5. I'M A FOOL
(Joey Cooper-Red West) | Criterion Music Corp.
ASCAP | | 1:38 |
| 6. SUNSHINE, LOLLIPOPS AND RAINBOWS
(M. Hamlich-H. Liebling) | Charles H. Hansen Music Corp.
ASCAP | | |

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(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- | | | | |
|---|---|--|------|
| | | | 2 |
| 1. THE RACE IS ON
(Don Rollins) | Acclaim Music
ASCAP Glad Music - BMI | | 1:40 |
| 2. KING OF THE ROAD
(Roger Miller) | Tree Publishing Co., Inc.
BMI | | 2:05 |
| 3. DOWNTOWN
(Tony Hatch) | Leeds Music Corp. (MCA)
ASCAP | | 2:36 |
| 4. CALIFORNIA GIRLS
(Brian Wilson) | Sea of Tunes Pub. Co.
BMI | | 2:35 |
| 5. THE "IN" CROWD
(Billy Page) | American Music, Inc.
BMI | | 2:07 |
| 6. I AM HENRY VIII, I AM
(Fred Murray-R.P. Weston) | Miller Music Corp.
ASCAP | | |

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MONAURAL: M-1300
STEREO: S-5300

LABEL COPY

SUNSET

THE CHIPMUNKS SEE
DOCTOR DOLITTLE

Alvin, Simon & Theodore
with David Seville

- | | | |
|-----------------------------|------|---|
| 1. DOCTOR DOLITTLE | 2:55 | 1 |
| 2. MY FRIEND THE DOCTOR | 4:32 | |
| 3. TALK TO THE ANIMALS | 3:42 | |
| 4. WHEN I LOOK IN YOUR EYES | 2:39 | |

Writer: Leslie Bricusse

Publisher: Hastings Music Corp. - BMI

(HEADINGS ON SIDE TWO SAME AS ON SIDE ONE, ABOVE):

- | | | |
|---|------|---|
| 1. FABULOUS PLACES | 3:01 | 2 |
| 2. I'VE NEVER SEEN ANYTHING LIKE IT | 2:30 | |
| 3. BEAUTIFUL THINGS | 3:07 | |
| 4. FINALS:
DOCTOR DOLITTLE
MY FRIEND THE DOCTOR | 2:04 | |

Writer: Leslie Bricusse

Publisher: Hastings Music Corp. - BMI