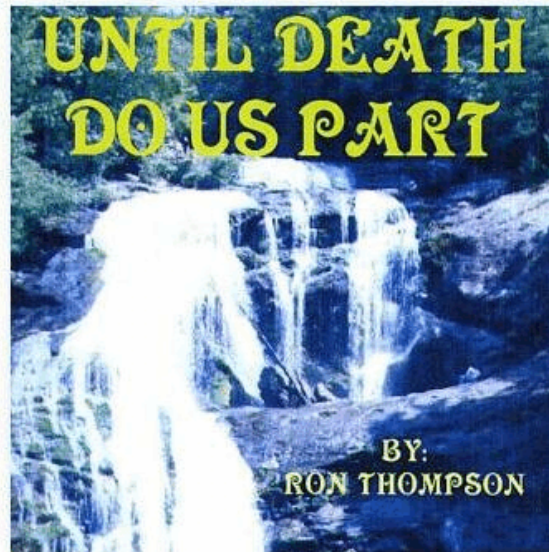
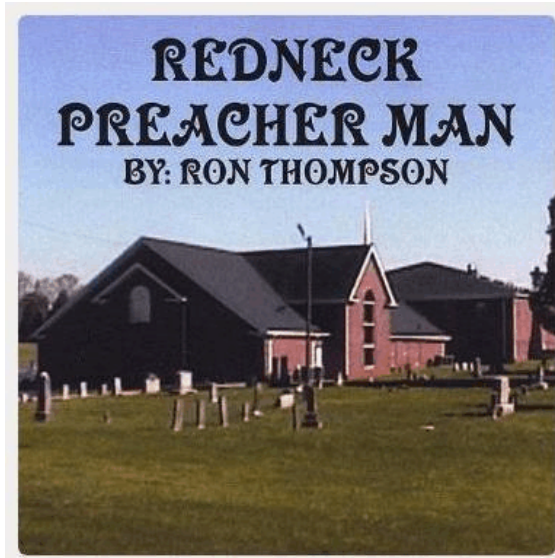


# **COPYRIGHT INFRINGEMENT AND UNLAWFUL SALES OF RON THOMPSON'S COPYRIGHTED ALBUMS AND SONGS**

**DISCOVERY DOCUMENTATION MADE BY:  
JAMES RONALD THOMPSON**



## **Summary of unlawful activity:**

In 2008 I allowed Cdbaby.com to market my cds and sell downloads. They were supposed to pay me about 90%. There was a contract that I no longer have and they probably don't have also. Downloads of music and sell of albums was ALL they were allowed to do. I provided them about 12 cds total and I was "supposed" to be the only source of cds. I later found by internet postings that they were duplicating cds and selling them as well. I quickly found that they only paid me pennies of what they probably collected. They later made their own deal with Spotify and other companies to allow streaming and that was never part of the agreement. They pay the artist .3 cents per stream and keep the majority of that. They had no license for streaming. Because of the streaming a Ferrick v Spotify law suit was initiated. I was never notified that I was entitled to mechanical royalties for my music and recordings but I was notified that I was entitled to copyright royalties for which I applied through the court ordered proceedings. Cdbaby.com concealed their involvement and when I attempted to cease their unlawful sale of my music they ignored me and lied to me.

Cdbaby.com acquired the music of their artists through fraud, never making payments for the international sales. They sold my music worldwide on Amazon.com and through Walmart.com. They insulated themselves by selling through third parties who didn't have a license from me to sell my copyrighted music for which I am the registered owner. When I asked for a life time history of sales they provided a fraudulent document which is enclosed in this investigation. It shows payments from streaming and NO PAYMENT for the sale of any cds. So the proof of sales of cds through Amazon.com and Walmart.com is enough to convict them of fraud. Neither did they comply with the IRS requirements by sending out tax documents and it appears they also did not pay taxes on their illicit profits. Between 2008 through 2020 the organization was sold and I was not informed that they had changed hands. Amazon.com and Walmart.com refused to provide me a listing of the sales they had made of my music albums and obstructed justice thereby.

**Summary of facts to be included in all criminal complaints made to IC3**

- 1. I am the owner of all rights of the albums Redneck Preacher Man and Until Death Do Us Part. Cdbaby.com was an authorized distributor for my albums until I discovered issues with their lack of payment for sales of the albums. I have spent a month attempting to prove the lack of payments to me by Cdbaby.com and have only been able to get them to remove most of the streaming and sales sites from the internet. I directly contacted sites they never removed and have gotten most of those sites to remove the albums.**
- 2. I am on the cover of the cds as singer Ron Thompson. I am on the cover or cds as songwriter James R. Thompson with a copyright. I have several hundred original cds of the album Redneck Preacher Man which are in original packing and never opened. No one else has original cds nor the right to duplicate these cds.**
- 3. I have Library of Congress Copyrights for all the songs on the album except for me failing to obtain copyright of one song on the album "Until Death Do Us Part."**
- 4. The photograph on the album "Redneck Preacher Man" is of Union McMinn Baptist Church" in McMinn County, Tn. and I took it. The row of graves in the front of the photograph are of my great-grandparents and some of their children.**
- 5. I have an XLS document provided to me by Marisa of Cdbaby.com legal which she represents as a life time accounting of all sales made for my albums from 2008 through the date the account was revoked by me. I do not find that Cdbaby.com claims to have sold cds to these sites on the internet that are selling my music.**
- 6. I have an e-mail from Sarah A. of Cdbaby.com in which she denies having provided anything to the internet sites which are selling my albums in Cd format. In my opinion she is lying to cover not paying me my share of the sales.**
- 7. I have screen grabs and urls for the sites which have been selling my albums. Some of those sites have now removed the advertisements because I complained that they are no longer authorized by me. And Cdbaby.com shows no record of having authorized those sites although most show Cdbaby.com as the source of the cds.**
- 8. With Cdbaby.com denying having sold cds to the internet sites and Sarah A. of Cdbaby.com denying a connection to them then everything sold by those sites is unauthorized sell of duplicated cds. I only provided six copies of each album to Cdbaby.com and there have been many more than that listed. One site notes that the cd Until Death Do Us Part is duplicated. I don't have an issue with Cdbaby.com duplicating the cds and selling them except they never paid me for the cds. That makes it illegal. Duplication appears to be nothing more than a method to conceal the fact that they sold the albums worldwide and pocketed the proceeds.**

**My opinion is that Cdbaby.com is lying about not selling the cds because they have not paid the artist the mandated portion for the sale. Unless the sites provide an accounting of the cds that were sold to them by Cdbaby.com I am forced to file a criminal complaint against them for selling unauthorized duplicated cds because I and Cdbaby.com were the only legal source of cds. Thus far my complaints to DMCA were dismissed out of hand without any proof that Cdbaby.com has ownership of anything while I have proof of copyrights registered with the Library Of Congress and I am the singer named on the cds and copyright owner named on the cds. My opinion of DMCA is they are nothing but a prostitute allowing the illegal sales of cds and downloads on the internet. They should be abolished as an organization.**

**Update as of May 24, 2020**

**I received some e-mails from Cdbaby.com. Sarah A of Cdbaby.com denied that they were responsible for providing the music to the sites listed herein but I already had confirmation from some of the sites acknowledging a partnership agreement with Cdbaby.com. I later received an e-mail from Cdbaby.com legal**

department advising me that they are removing my material from their site and also removing the material from sites they supplied on the internet. By their own communication, Cdbaby.com no longer is authorized to distribute my material and there is no one other than my own site that has legal downloads or anything. Everything else is pirated music. The sad thing is that all the sites pretended that Cdbaby.com owned the rights to my music although I have official Library Of Congress Copyright registrations and I am the writer and singer noted on the cd packages as holder of all rights.

To this point I have not received any accounting of the number of sales that were made on Amazon.com and Walmart.com although I notified them by registered mail. It seems to me that they would be required to account for pirated cds that were sold by them. Walmart.com has provided the name of the vender who sold them the cds and I sent a contact e-mail to them asking for sales data. I have decided to file a criminal complaint against that vender based on the written statements by Cdbaby.com that do not acknowledge sales to this vender. They either sold cds to the vender and pocketed the sales proceeds or the vender is selling pirated cds.

Better Business Bureau notified me that they have closed the complaint. I am considering the matter closed with respect to Cdbaby.com because the only thing I desired was for them to cease and desist with all distribution and remove my material from sites they had serviced. They said they are doing that. But the criminal complaint against Cdbaby.com is in the hands of IC3.

The following is an e-mail I received from Cdbaby.com after about a month of unsuccessful attempts to get them to cease and desist with the distribution of my music. I allowed them to distribute my music in 2008 and they full well knew that I had all the rights to the music. Yet they stonewalled and made every attempt to retain control of music that they had forfeited the right to distribute. Part of the 2008 agreement was that all I had to do was tell Cdbaby.com that I wanted the albums removed and they would do so. But upon reading their responses in the e-mail you can see that they were stonewalling and attempting to prevent the takedown, thus breaching the agreement they made. I also had to file a complaint against Cdbaby.com with the Better Business Bureau. Most documentation is in the file located at link:

<http://www.rongospelmusic.org/infringe.pdf> on my web site.

The major issue was that I saw clear evidence that they had sold my music and never paid me. After weeks of futile efforts I finally got through to them and Marisa of Cdbaby.com legal sent me the requested accounting of life time sales for the account that was attributed to me for James Ronald Thompson at 2124 Upper Concord Road, Ten Mile, Tn.. As nearly as I read it the accounting does not show any payments received for album sales on Walmart.com or Amazon.com. And Sarah A. in her May 12, 2020 e-mail denies having anything to do with the sites that were selling my music worldwide on the internet. The reason they deny the sales is that if they were to admit that they had authorized these sites to sell my music or the distributor who sold to Walmart.com they would have to admit the payments they never made. They are on record with the life history of the account. Either the sites have to supply a listing of the payments they made to Cdbaby.com or they are subject to the criminal charge of selling counterfeit cds of my albums.

The problem with that is there are screen grabs of sites and item numbers to show that my music was sold on Amazon.com as Redneck Preacher Man by singer Ron Thompson (myself) and copyright owner James Ronald Thompson (also myself). Amazon.com was also selling my album "Until Death Do Us Part" but they have since removed it and I didn't write down the item number for that. And in those screen grabs it is clearly visible that the source of the cds was Cdbaby.com.

Thus far Amazon.com has obstructed this investigation by not providing a detail listing of all sales made. Nor has Walmart.com provided a detail accounting of the sales although Walmart.com did provide the source of their albums and a contact e-mail address. Since Cdbaby.com denies having supplied the cds this puts the sale of these albums into the unlawful duplication and counterfeiting category as pirated cds. Pursuant unto that fact I am filing a complaint against the source of the Walmart.com cds because Cdbaby.com denies selling them. I have also filed a complaint

against Amazon.com for selling the cds for the same reason and because they resisted removing the sales as though Cdbaby.com was god owner of everything when they were nothing but an authorized distributor for me.

The problem that Cdbaby.com has in admitting that they supplied the cds is that they never paid the artist and songwriter portion of the sell. The included life time listing of sales for the sales is proof of what was actually paid with the exception that they still have unpaid revenues in the account.

At this point in time I have managed to get Amazon.com to remove some of the sites selling my cds except that they were supposed to remove all sites having their item number for Redneck Preacher Man yet have not done so.

**Sarah A (CD Baby)**

May 12, 2020, 2:55:21 PM PDT

Hi Ron,

Thanks for getting in touch with us.

**It does not appear that the links provided are of releases distributed by CD Baby. \*\*\*(Note: In the above sentence highlighted in red Sarah A. of Cdbaby.com denies having provided these cds. They are the only authorized distributor so that means they every one of the sites are selling pirated music!)**

However, please keep in mind we can only make changes to accounts with the express permission of the current account holder. Please follow up with the current account holder to inquire about changes to a submission.

If the account holder does not own or has not cleared all necessary rights to distribute the content through CD Baby and continued distribution of the content infringes on your rights, you may lodge a formal rights dispute, potentially forcing CD Baby to cease distribution of the content.

CD Baby is DMCA compliant and we will need the dispute to be lodged in a certain fashion.

Though an attorney is not required to lodge a DMCA takedown notice, CD Baby encourages you to consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

Here is a list of required information and statements you must send to lodge a formal rights dispute:

1. Your legal name and any helpful affiliations (such as artist name or the party you are working on behalf of).
2. The name of the album, artist, and (if applicable) song of the copyright infringement.
3. The location of copyright infringement. A URL would be best, or information to quickly get to the place of the copyright infringement would also work.
4. Your contact information (at a minimum, an email address that we may share with the account holder to clear up the dispute).
5. A statement from you that in good faith you believe there is a copyright infringement. Also to be included in the statement, any light you can shed to circumstances would be helpful.
6. A statement that the information in your formal claim is accurate.



7. A statement, under penalty of perjury, that you are the copyright owner or are authorized by the copyright owner to act on their behalf.

You may send the claim in the mail, or you may also email our digital rights specialists at [copyright@cdbaby.com](mailto:copyright@cdbaby.com).

If you email your claim, in order for our team to properly see your message, please send it in a separate message to [copyright@cdbaby.com](mailto:copyright@cdbaby.com) and do NOT copy any other @cdbaby email addresses on that message.

We are a US-English-based company. We do have some Spanish and Portuguese speakers in-house. However, for the fastest response, we recommend English. Otherwise, we have to wait for translations.

Our team will respond to your message when your dispute is received.

All the best,

Sarah A.

CD Baby Artist Services

Visit our Help Center <https://support.cdbaby.com/hc/en-us>

Help CD Baby Improve! <https://bit.ly/improve-cdbaby>

The DIY Musician Conference is heading back to Austin! August 28-30. Get tickets here:

<https://www.eventbrite.com/e/cd-babys-diy-musician-conference-2020-tickets-83084167983>

**Ron**

Apr 22, 2020, 6:25:21 AM PDT

I am going to retain an attorney and file suit against cdbaby if you don't terminate the sale of my material by you or by anyone you have authorized to sell it. I have proof that sales are being made and I'm not receiving payments. I have no idea who you have authorized and the only way I know to stop them is by filing charges through the FCC and legal action. If I have an account with you I don't know what it is.

The albums are "Redneck Preacher Man" and "From The Cradle To The Grave."

A list of the links where this music is being sold for one album is:

The following is a copy of the [#1](#) status of "Redneck Preacher Man" in the Ramgatie International Country MusicChart: Look at the Top 40 Chart.

<http://www.rongospelmusic.org/mp3upload/redchart.jpg>

It is also interesting that [#1](#) charting songs never receive any royalties from BMI.

Ron Thompson

<https://open.spotify.com/album/61pQrY47QP5s2T6wYckEuE>

<https://www.amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>

<https://www.pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPtZKXktg2>

<https://music.apple.com/ca/album/redneck-preacher-man/289871813>

[https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)

<https://www.iheart.com/artist/ron-thompson-69098/albums/redneck-preacher-man-7227884/>

[https://downinthevalley.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://downinthevalley.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)  
<https://www.bullmoose.com/p/1577124/ron-thompson-redneck-preacher-man>  
<https://www.deezer.com/en/album/799053>  
<https://www.livexlive.com/song/ron-thompson/redneck-preacher-man>  
<https://music.yandex.ru/album/1354787?lang=en>  
<https://www.amazon.in/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>  
[https://play.google.com/store/music/artist/Ron\\_Thompson?id=Aiitogklpxxelfitppm7tl2crma&hl=en\\_US](https://play.google.com/store/music/artist/Ron_Thompson?id=Aiitogklpxxelfitppm7tl2crma&hl=en_US)  
<https://y.qq.com/n/yqq/album/004dI5Hz1V1mpC.html>  
<https://music.bugs.co.kr/track/20362193>  
<https://www.last.fm/music/Ron+Thompson/Just+Pickin%27/Bullet+Blues>

The above link is obviously pirating. The site mixes my music and attributes it to deceased blues musician Ron Thompson. Any authorized site would know the difference.

If I don't get a response from you I will take legal action. I challenge that you have a legal document giving you the authority to take this music and sell it or anyone else selling it and pocketing the proceeds. That is what is happening.

This email is a service from CD Baby. [YD39KE-DPV9]

## **TABLE OF CONTENTS**

<b>Section 1. A list of sites that are either selling or playing my albums.....</b>	<b>page 9</b>
<b>Section 2. A listing of official registered copyrights for writer James Ronald Thompson.....</b>	<b>page 13</b>
<b>Section 3. Screen grabs of internet web sites that are either selling or playing my albums...</b>	<b>page 16</b>
<b>Section 4. A download of the copyright protection law pertaining to infringement.....</b>	<b>page 36</b>
<b>Section 5. A copy of the complaint submitted to the Better Business Bureau.....</b>	<b>page 60</b>
<b>Section 6. A copy of the complaint submitted to the FBI internet crimes division IC3.....</b>	<b>page 67</b>
<b>Section 7. Amazon.com stonewall e-mail.....</b>	<b>page 75</b>
<b>Section 8. Registered letter written and mailed to Amazon.com as proof of notification.....</b>	<b>page 77</b>
<b>Section 9. Registered Letter Sent To Walmart.com.....</b>	<b>page 78</b>
<b>Section 10. Better Business Bureau on line complaints about Cdbaby.com.....</b>	<b>page 83</b>
<b>Section 11. Cdbaby.com's version of Life Time History of sales of my account with them..</b>	<b>page 111</b>

**Prefix commentary:**

**I have no desire to prosecute anyone who allows free downloads of any of my music. I make them available to the public via free downloads on my web site: <http://www.rongospelmusic.org> .**

**I want those who sell downloads or access to downloads or hard copy cds to cease and desist from this practice. I want the prosecution of the source of the hard copies as pirated products. If the duplications had been made and the product owners paid the percentages they were entitled to I would have had no objections. But to copy a product to sell it secretly and pocket all the proceeds is an act without defense.**

**In 2008 cdbaby.com made an agreement with me to market my cds. They were to keep a small percentage of the sale price and pay and keep a small percentage. They were also to sell downloads through sites for about \$0.99. There was no streaming at that time What actually happened is that there was no accounting of the number of sales and payments, per federal law, and the third party and they apparently pocketed most of the money. I supplied them about six cds of each album.**

**After I confronted Cdbaby.com with the issues they agreed to remove the streaming sites and others but it will take about a month. When I checked the internet I found that many of the sites have been removed. The remaining sites are likely selling counterfeit cds or downloading my my music for pay without a license or authority to do so. After the authorization for cdbaby.com to distribute my music no one had the authority to do so.**

**A few sites stand out as continuing illegal downloads and are probably selling without authorization. They are a site in California on Amazon.com, a site in U. K. on Amazon.com, and a site called Down In The Valley.**

**The Down In The Valley site is interesting because they have an advertizement that shows up on the google search. It shows that the album "Redneck Preacher Man" has a five star rating and that 100 people reviewed it. This implies that 100 albums were downloaded at \$9.75 each and purchased by at least 100 people in order to review it. Typically only a small percentage of people take the time to review an album. So that implies that thousands of dollars of sales were made by them. They either paid Cdbaby.com, or lied about the sales, or pocketed all the money. 100% profit for selling something that cost them nothing is a pretty honey deal. This is why pirating stores should be prosecuted and fined. Refer to page 13 for a screen grab of the details about the rating of the album and past sales to at least 100 reviewers.**

**Section 1. A list of sites that are either playing or selling the albums in mp3 form or cd form:**

The following are the addresses of the participants of these sales.

cdbaby.com

9600 NE Cascades Pkwy

Ste 180

Portland, OR 97220-6831

<https://illustratedsound.com>

(800) 289-6923

Amazon.com

Amazon.com, Inc. Customer service PO Box 81226 Seattle, WA 98108-1226

Detailed report on Redneck Preacher Man: UPC 143000897697. Release Date: 8/26/2008. ron-thompson-redneck-preacher-man ..

United States Copyright Office

Library buildings are closed to the public until further notice, but the U.S. Copyright Office Catalog is available. More.

HelpNew SearchSearch HistoryTitles ListStart Over

Ron Thompson artist web site: <http://www.ronsgospelmusic.org>

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Builder = (Redneck Preacher Man)[ in Keyword Anywhere ]

Search Results: Displaying 3 of 3 entries

Previous

Detailed Record

Redneck Preacher Man.

Type of Work: Music

Registration Number / Date: P Au003426392 / 2008-02-22

Application Title: Redneck Preacher Man.

Title: Redneck Preacher Man.

Description: Print material, 2 p.

Copyright Claimant: James Ronald Thompson, 1943- . Address: 2124 Upper Concord Road, Ten Mile, TN, 37880.

Date of Creation: 2008

Authorship on Application: James Ronald Thompson, 1943- ; Citizenship: United States.

Copyright Note: Regarding author information: deposit states: "words & music written by James Ronald Thompson".

Names: Thompson, James Ronald, 1943-

\*\*\*\*\*

The following sites are either allowing free airplay or selling downloads or hard copy albums. There are no hard copy albums available other than illegal duplications or counterfeit cds. Screen grabs for some of these sites are featured in section 3.

<https://open.spotify.com/album/61pQrY47QP5s2T6wYckEuE>

<https://www.amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>

<https://monstermusicsc.com/UPC/143000897697>

<https://www.pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPtZKXktkg2>

<https://music.apple.com/ca/album/redneck-preacher-man/289871813>

[https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)

<https://www.iheart.com/artist/ron-thompson-69098/albums/redneck-preacher-man-7227884/>

[https://downinthevalley.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://downinthevalley.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)

<https://www.bullmoose.com/p/1577124/ron-thompson-redneck-preacher-man>

<https://www.deezer.com/en/album/799053>

<https://www.livexlive.com/song/ron-thompson/redneck-preacher-man>

<https://music.yandex.ru/album/1354787?lang=en>

<https://www.amazon.in/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>



[https://play.google.com/store/music/artist/Ron\\_Thompson?id=Aiitogklpxxelfitppm7tl2crma&hl=en\\_US](https://play.google.com/store/music/artist/Ron_Thompson?id=Aiitogklpxxelfitppm7tl2crma&hl=en_US)

<https://y.qq.com/n/yqq/album/004dI5Hz1V1mpC.html>

<https://music.bugs.co.kr/track/20362193>

<https://www.last.fm/music/Ron+Thompson/Just+Pickin%27/Bullet+Blues>

The above link is obviously pirating. The site mixes my music and attributes it to deceased blues musician Ron Thompson. Any authorized site would know the difference.

For the album "Until Death Do Us Part:

DETAILS: Format: CD, Label: CD BABY.COM/INDYS,Catalog: 0304001,Rel. Date: 09/09/2008

UPC: 634479882333

\*\*\*\*\*

The following sites are either allowing free airplay or selling downloads or hard copy albums. There are no hard copy albums available other than illegal duplications or counterfeit cds

<https://www.123pricecheck.com/product/B001F0TRDK-Redneck-Preacher-Man.html><https://open.spotify.com/album/20eWALwFaSukDbrAuCpoIw>

<https://www.pandora.com/artist/ron-thompson/until-death-do-us-part/ALXPv9jnP56gh36>

<https://daddykool.com/UPC/634479882333>

<https://monstermusicsc.com/UPC/634479882333>

<https://www.iheart.com/artist/ron-thompson-69098/albums/until-death-do-us-part-9143746/>

<https://www.ccmusic.com/ron-thompson-until-death-do-us-part/634479882333>

<https://www.letssingit.com/ron-thompson-album-lyrics-until-death-do-us-part-2rrmx1>

[https://www.jiosaavn.com/album/until-death-do-us-part/dAi5VKDIIQ8\\_](https://www.jiosaavn.com/album/until-death-do-us-part/dAi5VKDIIQ8_)

<https://www.walmart.com/ip/Until-Death-Do-Us-Part-CD/939249123>

<https://music.apple.com/ru/album/until-death-do-us-part/291399488>

[https://play.google.com/store/music/album/%CE%A1%CE%BF%CE%BD\\_%CE%A4%CF%8C%CE%BC%CF%83%CE%BF%CE%BD\\_Until\\_Death\\_Do\\_Us\\_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mn](https://play.google.com/store/music/album/%CE%A1%CE%BF%CE%BD_%CE%A4%CF%8C%CE%BC%CF%83%CE%BF%CE%BD_Until_Death_Do_Us_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mn)

<https://www.deezer.com/ms/album/799117>

[https://play.google.com/store/music/album/%D8%B1%D9%88%D9%86\\_%D8%AA%D9%88%D9%85%D8%A8%D8%B3%D9%88%D9%86\\_Until\\_Death\\_Do\\_Us\\_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mk](https://play.google.com/store/music/album/%D8%B1%D9%88%D9%86_%D8%AA%D9%88%D9%85%D8%A8%D8%B3%D9%88%D9%86_Until_Death_Do_Us_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mk)

<https://www.last.fm/music/Ron+Thompson/Just+Pickin%27/Bullet+Blues>

<http://payplay.fm/ronthompson3>

## Section 2. A listing of official registered copyrights for writer James Ronald Thompson

#	Name (NALL) < Full Title	Copyright Number	Date
[ 1 ]	Thompson, James Ronald	Chicken Eating Christmas.	PAu003475173 2008
[ 2 ]	Thompson, James Ronald	Cold Wind Is Blowing.	PAu003475170 2008
[ 3 ]	Thompson, James Ronald	Empty Promises.	PAu003475176 2008
[ 4 ]	Thompson, James Ronald	Just make believe.	SRu000535636 2003
[ 5 ]	Thompson, James Ronald	Scottish Rags.	PAu003366720 2008
[ 6 ]	Thompson, James Ronald	Smoky Mountain Bear Race.	SRu000963994 2009
[ 7 ]	Thompson, James Ronald, 1943-	All the love that Jesus gave.	SRu000489113 2002
[ 8 ]	Thompson, James Ronald, 1943- 2007	Another Christmas with my dad.	PAu003333964
[ 9 ]	Thompson, James Ronald, 1943-	Battered Christmas toy.	PAu003067282 2006
[ 10 ]	Thompson, James Ronald, 1943-	Covenanter's Quest.	TXu001691367 2009
[ 11 ]	Thompson, James Ronald, 1943-	Daddy's hands.	PAu002785112 2003
[ 12 ]	Thompson, James Ronald, 1943- Egypt Band)	Did you care? / Brian Ayers & Ron Thompson (Little SRu000512697 2003	
[ 13 ]	Thompson, James Ronald, 1943-	Down the road of time.	PAu002701597 2002
[ 14 ]	Thompson, James Ronald, 1943-	Dreams don't come easy.	PAu002833371 2004
[ 15 ]	Thompson, James Ronald, 1943-	Dump me in.	PAu002964580 2005
[ 16 ]	Thompson, James Ronald, 1943-	Election Infection.	PAu003407724 2008
[ 17 ]	Thompson, James Ronald, 1943-	Fast track country star.	PAu003039820 2006
[ 18 ]	Thompson, James Ronald, 1943-	Feet of clay.	PAu002970869 2005
[ 19 ]	Thompson, James Ronald, 1943-	Final road home.	PAu003110630 2007
[ 20 ]	Thompson, James Ronald, 1943-	God's country of love.	PAu002703413 2002
[ 21 ]	Thompson, James Ronald, 1943- PAu002639622 2002	Gospel music written by James Ronald Thompson.	
[ 22 ]	Thompson, James Ronald, 1943-	Hillbilly Christmas.	PAu002985413 2005
[ 23 ]	Thompson, James Ronald, 1943-	Jimmy Bob's Trophy Wife.	PAu003333899 2007
[ 24 ]	Thompson, James Ronald, 1943-	Lass called Billie Anne.	PAu003040911 2006
[ 25 ]	Thompson, James Ronald, 1943-	Last Chance Road.	SRu000617603 2006
[ 26 ]	Thompson, James Ronald, 1943-	Last warning.	PAu002785087 2003
[ 27 ]	Thompson, James Ronald, 1943-	Listen to the baby.	PAu003066276 2006
[ 28 ]	Thompson, James Ronald, 1943-	Lonesome mountain dog.	PAu002839382 2003
[ 29 ]	Thompson, James Ronald, 1943-	Look ahead to Jesus.	PAu002785089 2003
[ 30 ]	Thompson, James Ronald, 1943-	Love that Jesus gave.	PAu002847366 2004
[ 31 ]	Thompson, James Ronald, 1943-	Love that went to the dogs.	PAu002839381 2003
[ 32 ]	Thompson, James Ronald, 1943-	Make believe.	PAu002762208 2003
[ 33 ]	Thompson, James Ronald, 1943-	Momma's Christmas tree.	PAu003005377 2005
[ 34 ]	Thompson, James Ronald, 1943-	Momma's hillbilly boy.	PAu003132286 2007

[ 35 ] Thompson, James Ronald, 1943-	Momma's ring. PAu002839380 2003
[ 36 ] Thompson, James Ronald, 1943-	Only God can say. PAu002951691 2005
[ 37 ] Thompson, James Ronald, 1943- 2005	Only place I want to go is home. PAu002930525
[ 38 ] Thompson, James Ronald, 1943-	Peddler. PAu003076591 2006
[ 39 ] Thompson, James Ronald, 1943-	Puppy dog love. PAu002975109 2005
[ 40 ] Thompson, James Ronald, 1943- 2004	Redneck, blue eyes and bad attitude. PAu002836672
[ 41 ] Thompson, James Ronald, 1943- 2008*****	Redneck Preacher Man. PAu003426392
[ 42 ] Thompson, James Ronald, 1943-	Remind me. PAu002964725 2005
[ 43 ] Thompson, James Ronald, 1943-	Ron's country music. PAu002849600 2004
[ 44 ] Thompson, James Ronald, 1943-	Storms on the mountain. PAu002877824 2004
[ 45 ] Thompson, James Ronald, 1943-	Strictly Ron. SRu000464972 2002
[ 46 ] Thompson, James Ronald, 1943-	Tennessee mountain boy. PAu002839383 2003
[ 47 ] Thompson, James Ronald, 1943-	Trail of broken dreams. PAu002832674 2003
[ 48 ] Thompson, James Ronald, 1943-	Visit from the son. PAu003087956 2007
[ 49 ] Thompson, James Ronald, 1943-	Where has America gone? PAu003136534 2007
[ 50 ] Thompson, James Ronald, 1943- 2005	Will there be Christmas in heaven? PAu002979651
[ 51 ] Thompson, James Ronald, 1943-	Your momma should have called you Honey Do.
PAu002839379 2003s selling downloads and pirated cds and pocketing all payments.	

I have official copyrights for each song and the album.

For the album "Redneck Preacher Man:

Redneck Preacher Man. COUNTRY. CD BABY.COM/INDYS 0302125. UPC: 143000897697. Release Date: 8/26/2008. ron-thompson-redneck-preacher-man ..

United States Copyright Office

Public Catalog Kibrary Of Congress

Copyright Catalog (1978 to present)

Search Request: Builder = (Redneck Preacher Man)[

Detailed Record

Redneck Preacher Man.

Type of Work: Music

Registration Number / Date: PAu003426392 / 2008-02-22

Application Title: Redneck Preacher Man.

Title: Redneck Preacher Man.

Description: Print material, 2 p.

Copyright Claimant: James Ronald Thompson, 1943- . Address: 2124 Upper Concord Road, Ten Mile,

TN, 37880.

Date of Creation: 2008

Authorship on Application: James Ronald Thompson, 1943- ; Citizenship: United States.

Copyright Note: Regarding author information: deposit states: "words & music written by James Ronald Thompson".

Names: Thompson, James Ronald, 1943-

### Section 3. Screen grabs of internet web sites that are either selling or playing my albums

**Note:** This site continues to sell counterfeits of my cds after Cdbaby.com removed sites they authorized to sell cds. When this site was first accessed it contained five customer reviews. After the complaint was submitted to BBB those reviews were removed. But they failed to remove the sales ranking rated against other cds. This sales ranking proves that many albums were sold because they don't rank those which have not had any sales. Amazon.com was contacted by me requesting the number of albums which were included in this ranking and the number of this album which was sold by Amazon.com. Cdbaby.com made NO payments for those sales. It could be they received nothing. There were only a handful of albums sent to cdbaby.com. So these are illegal duplications. The UPC code is used by the government to track retail sales. The code for the album "Redneck Preacher Man" album is: UPC 14300897697 . By going to the public data base for sales a person should be able to find how many copies of the album have been sold and how much money was not paid to the copyright owner and others.

Thompson, Ron - Redneck Preach

amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK

CDs & Vinyl

Redneck Preacher Man  
Thompson, Ron (Artist) | Format: Audio CD

See all formats and editions

Audio CD  
\$9.75  
1 New from \$9.75

Buy New  
\$9.75 + \$4.99 shipping  
Only 1 left in stock - order soon.  
Ships from and sold by servingyou2day.

Add to Cart  
Buy Now

Get it as soon as May 1 - 6 when you choose Expedited Shipping at checkout.

Select delivery location

Add to List

Click image to open expanded view

Product details

Audio CD (August 26, 2008)  
Number of Discs: 1  
ASIN: B001F0TRDK  
Customer Reviews: Be the first to write a review  
Amazon Best Sellers Rank: #802,957 in CDs & Vinyl (See Top 100 in CDs & Vinyl)  
#46,250 in Country (CDs & Vinyl)

Would you like to tell us about a lower price?  
If you are a seller for this product, would you like to suggest updates through seller support?

Related video shorts (0) Upload your video

Be the first video  
Your name here

Note: This ranking is proof of cd sales



Amazon.com Seller Profile: servingyou2day

amazon.com/sp?\_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A2A58ZZVWGB28&tab=&vasStoreID=

**servingsyou2day**  
servingsyou2day storefront  
★★★★★ 100% positive in the last 12 months (75 ratings)  
Our goal is to serve our customers while providing superior customer service at all times! We are thankful for the opportunity to serve you!

Have a question for servingsyou2day?  
Ask a question  
Customer Service Phone: 931-380-2968

Feedback Returns & Refunds Shipping Policies Help Products

★★★★★ "Well described, thank you."  
By Kristofer Kelley on April 26, 2020.

★★★★★ "Fast shipping great quality thanks"  
By Brad on April 24, 2020.

★★★★★ "Great CD -- great seller -- thanks!"  
By Jbeck57143 on April 23, 2020.

★★★★★ "Prompt Service. Item as advertised"  
By George on April 22, 2020.

★★★★★ "Received product a few days after placing order. Excellent seller!"  
By Stormo01 on April 5, 2020.

	30 days	90 days	12 months	Lifetime
Positive	100%	100%	100%	99%
Neutral	0%	0%	0%	0%
Negative	0%	0%	0%	0%
Count	8	14	75	4,696

Previous Next

Above is the second page from the previous site that has a sales ranking for my album.

Buy Redneck Preacher Man...

File Edit View Favorites Tools Help

Roberts Family Genealogy

amazon in Try Prime

Music

EN Hello, Sign in Account & Lists Returns & Orders Try Prime Cart

Hello Select your address

Best Sellers Mobiles Amazon Pay Panty New Releases Computers Customer Service Books

Amazon's response to COVID-19

amazon prime music

Amazon Prime Music Music CDs & Vinyls Download Amazon Prime Music Apps Open Web Player

In light of the latest government guidelines, we are not taking orders on this product.

Music > Country > Redneck Preacher Man

**REDNECK PREACHER MAN**  
BY: RON THOMPSON

Redneck Preacher Man  
Thompson, Ron (Artist) Format: Audio CD

Currently unavailable.  
We don't know when or if this item will be back in stock.  
Select delivery location

RETURN POLICY Return Policy on this item  
All items in Music are non returnable. Learn more

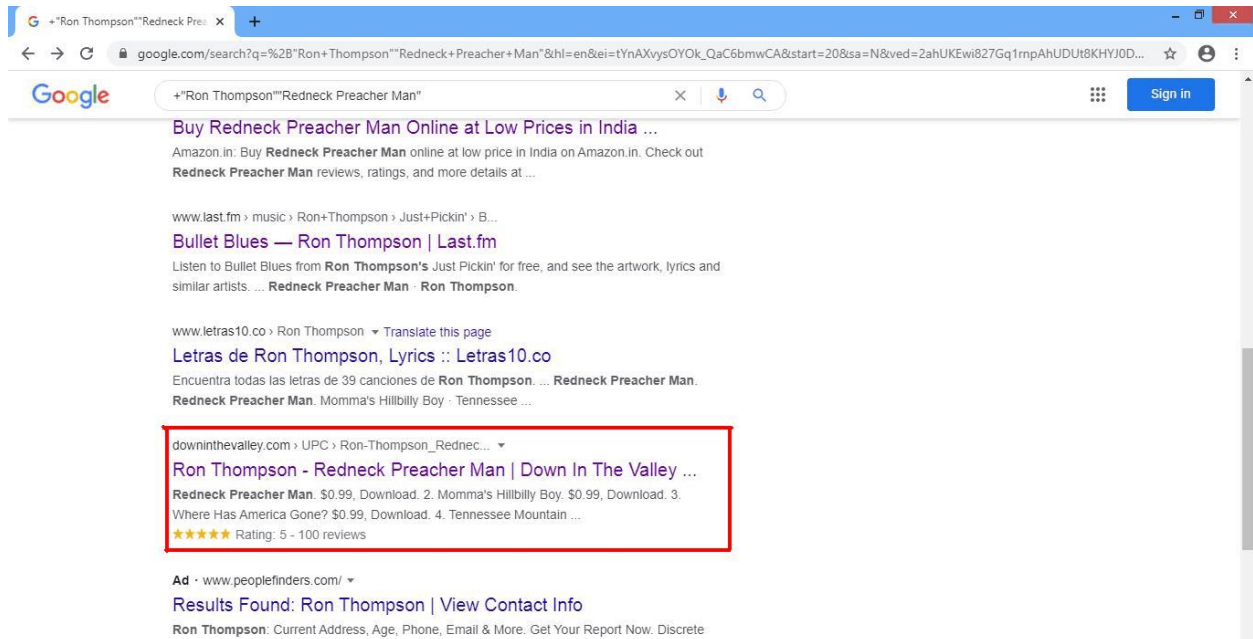
100% Purchase Protection  
Original Products | Secure Payments  
Share

Currently unavailable.  
We don't know when or if this item will be back in stock.  
Add to Wish List

Have one to sell?  
Sell on Amazon

**Note: I contacted Amazon.com about the copyright infringement of my albums. After that contact they put the status of the sote album as unavailable and state that they are not taking orders on the product. But they continue to take orders on the previous site. The government guidelines are that they cannot sell the item without authorization from the copyright owner. The guidelines are to prevent the sale of pirated cds.**

This screen grab shows that **Down In The Valley** sold at least 100 downloads of the album because there are 100 people who reviewed it and gave it a five star rating. This would amount to \$975.00 in sales alone. Typically only a small percentage of people review a product. So that would imply thousands of dollars of sales.



This site has removed their sales of the album as they should.

Browser window showing the Bull Moose website. The address bar displays `bullmoose.com/p/1577124/ron-thompson-redneck-preacher-man`. The page header includes the Bull Moose logo, a search bar, and navigation links: **Shipping Store Pre-Orders**, **Music**, **Movies & TV**, **Video Games**, **Books**, **Gaming**, **Toys & Gifts**, **Specials**, **Gift Cards**, and **About**. A banner reads: **BULL MOOSE IS ONLINE ONLY**. Below this, a notice states: "We are still shipping daily. All locations are closed to the public. Are we holding something for you? [Have us ship it to you.](#) We are not buying back used items right now. Things may change at any time. Thank you for your patience and support." A **FREE** Economy Shipping offer is shown for orders over \$30.

The main content area features the album cover for **REDNECK PREACHER MAN** by **RON THOMPSON**. The cover art depicts a large, dark wooden church building with a steeple, set against a light sky. The text on the cover reads: **REDNECK PREACHER MAN** BY: RON THOMPSON.

To the right of the cover, the product details are listed: **Ron Thompson**, **Redneck Preacher Man**, **COUNTRY**, **CD**, **BABY COMINDY'S 0302125**, **UPC: 143000897697**, and **Release Date: 8/26/2008**. Below this, a **Format:** dropdown menu is set to **Audio CD**.

A message at the bottom of the product section states: *Sorry, this product is not available at this time.*

The Windows taskbar at the bottom shows the system clock as 7:35 AM on 4/26/2020.

ccmusic.com/ron-thompson-until-death-do-us-part/634479882333

NEW RELEASES TOP SELLERS IMPORTS VINYL ACCESSORIES GEAR & GIFTS VIDEO SPECIALS & SALES



**Until Death Do Us Part CD**

Artist: Ron Thompson Genre: Country Release Date: 9/3/2008

**\$12.73** LIST PRICE: \$14.98 YOU SAVE: \$2.25 (15%)

Qty:  [SPECIAL ORDER](#) [ADD TO WISH LIST](#)

**PRODUCT DESCRIPTION**

We use cookies to personalize content and ads, to provide social media features and to analyze our traffic. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services. [More details](#)

Understood

Songwriter/artist Ron Thompson is a real world Tennessee hillbilly who grew up in East Tennessee and obtained a degree in Electrical/Electronics engineering. Ron studied piano as a child and taught himself to play rhythm and lead guitar. He also plays harmonica, bass guitar, and electronic keyboard. Ron first began recording music in the sixties and did a couple of pop 45 singles which he never released to radio. Ron demonstrates his ability as a musician by performing the background music for tracks one and two. A couple of years back Ron recorded an album and other songs produced by recording industry legend Col. Buster Doss. The background music for the remaining tracks on this CD was done on Music Row at Nashville, Tennessee and some released on the Stardust of Nashville Label. Over the past several years Ron has released music via various labels including Nite\*Sky Records, Glory Train Records, Stardust of Nashville, Hilltopper Music Group, and MTM Records. Among those other artists who have released songs on the same labels and compilation cds with Ron are Joann Cash, Tommy Cash, Ernie Ashworth, Andrew Dean, Beau Renfro, The Helms, River Jordan, Marvin Marrow, Larry Cochran, Carol Decker, the Son-Liters, Bob Mayfield, and Kimberley Bibb-Marrs accompanied by Marty Stuart. A bluegrass instrumental featuring Ron and the Carter boys was released on an MTM label compilation which featured Elvis Presley Jr. on an adjacent track. Ron has had top 40 charting songs in three genres of music including independent country, bluegrass, and country gospel. This CD contains a combination of lyrics taken from real life events and lyrics written about a fictional dreamy world of fairies and gnomes.

[EXPAND PRODUCT DESCRIPTION](#)

**DETAILS**

Title:	Until Death Do Us Part	Product Type:	CD
Artist(s):	Ron Thompson	UPC:	634479882333
Genre:	Country	Item #:	1417188X
Label:	CD Baby	This product is a special order	
Attributes:	Duplicated CD		
Release Date:	9/3/2008		

We use cookies to personalize content and ads, to provide social media features and to analyze our traffic. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services. [More details](#)

Understood

8:09 AM 4/26/2020

This album is still being sold on the internet by cdmusic.com. This is a duplicated album.

Redneck Preacher Man by Ron Thompson

music.apple.com/ca/album/redneck-preacher-man/289871813

Apple Music

Search

For You

Browse

Radio

Open in iTunes

**REDNECK  
PREACHER MAN**  
BY: RON THOMPSON

**Redneck Preacher Man**  
Ron Thompson  
COUNTRY • 2008

Preview

1	Redneck Preacher Man	3:20
2	Momma's Hillbilly Boy	2:47
3	Where Has America Gone?	3:00
4	Tennessee Mountain Boy	2:30
5	Redneck, Blue Eyes and Bad Attitude	2:41
6	The Last Warning	3:09

Choose another country or region to see content specific to your location.

United States

Choose

Desktop 7:20 AM 4/26/2020

Three screenshots of the Daddy Kool Records website showing the album 'Until Death Do Us Part' by Ron Thompson. The first screenshot shows the album page with a 'UNAVAILABLE' status. The second screenshot shows the track list with individual download links for each song. The third screenshot shows the album details and track list.

**Album Information:**

- Artist: Ron Thompson
- Format: CD
- New: Not in stock
- UPC: 634479882333
- Label: CD BABY.COM/INDYS
- Catalog: 0304001
- Rel. Date: 09/09/2008

**Track List:**

Track Number	Track Name	Price	Action
1	Make Believe	\$0.99	Download
2	A Home That Was Built On Love	\$0.99	Download
3	The Blooming Mountain Rose	\$0.99	Download
4	Momma's Ring	\$0.99	Download
5	Storms On The Mountain	\$0.99	Download
6	The Touch Of Daddy's Hands	\$0.99	Download
7	Your Momma Should Have Called You Honey Do	\$0.99	Download
8	Still In Love With You	\$0.99	Download
9	The Lonesome Mountain Dog	\$0.99	Download
10	Jimmy Bob's Trophy Wife	\$0.99	Download
11	The Long Road Home	\$0.99	Download
12	The Summer Rain	\$0.99	Download
13	The Wandering Genie	\$0.99	Download
14	The Wishing Well	\$0.99	Download
15	A Game Called Religion	\$0.99	Download

This site says the album is not available but they are selling downloads at \$0.99 per song.



Redneck Preacher Man - Ron Thompson

deezer.com/en/album/799053

Plans Log in Sign up

Home My Account Wishlist Shopping Cart Checkout

Search Artist/Music

Home Shop Our Store New Releases Events Locations We Buy Music + Movies - Mpls. St Paul Metro Tickets

**REDNECK PREACHER MAN**  
BY: RON THOMPSON

Artist: [Ron Thompson](#)  
Format: Digital

\$9.99 DOWNLOAD WISH

**Available Formats and Editions**

DISC 1  
MP3

**Details**

Format: Digital  
Label: Treed Lion Music BMI  
Rel. Date: 01/01/2008  
UPC: 143000897697

1. Redneck Preacher Man \$0.99 DOWNLOAD

2. Momma's Hillbilly Boy \$0.99 DOWNLOAD

3. Where Has America Gone? \$0.99 DOWNLOAD

4. Tennessee Mountain Boy \$0.99 DOWNLOAD

5. Redneck, Blue Eyes And Bad Attitude \$0.99 DOWNLOAD

6. The Last Warning \$0.99 DOWNLOAD

7. Election Infection \$0.99 DOWNLOAD

8. Dreams Don't Come Easy \$0.99 DOWNLOAD

9. It Takes A Lot Of Doing \$0.99 DOWNLOAD

10. You Ain't Country, Boy \$0.99 DOWNLOAD

11. God's Country Of Love \$0.99 DOWNLOAD

12. Only God Can Say \$0.99 DOWNLOAD

13. A Visit From The Son \$0.99 DOWNLOAD

14. Take My Hand And Guide Me \$0.99 DOWNLOAD

15. Feet Of Clay \$0.99 DOWNLOAD

16. Shell Shocked Soldier \$0.99 DOWNLOAD

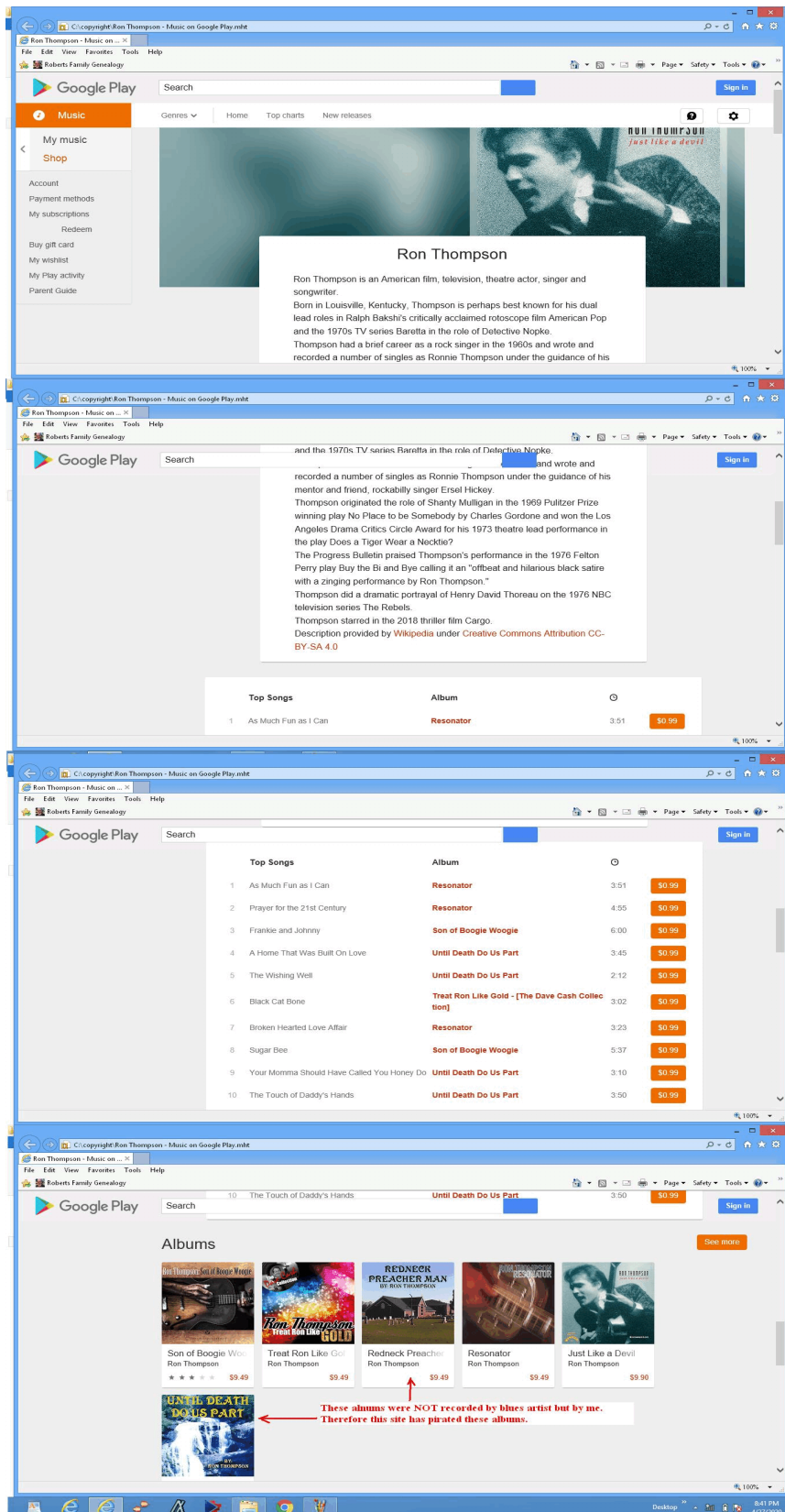
17. Fast Track Country Star \$0.99 DOWNLOAD

18. Remind Me \$0.99 DOWNLOAD

19. A Hillbilly Christmas \$0.99 DOWNLOAD

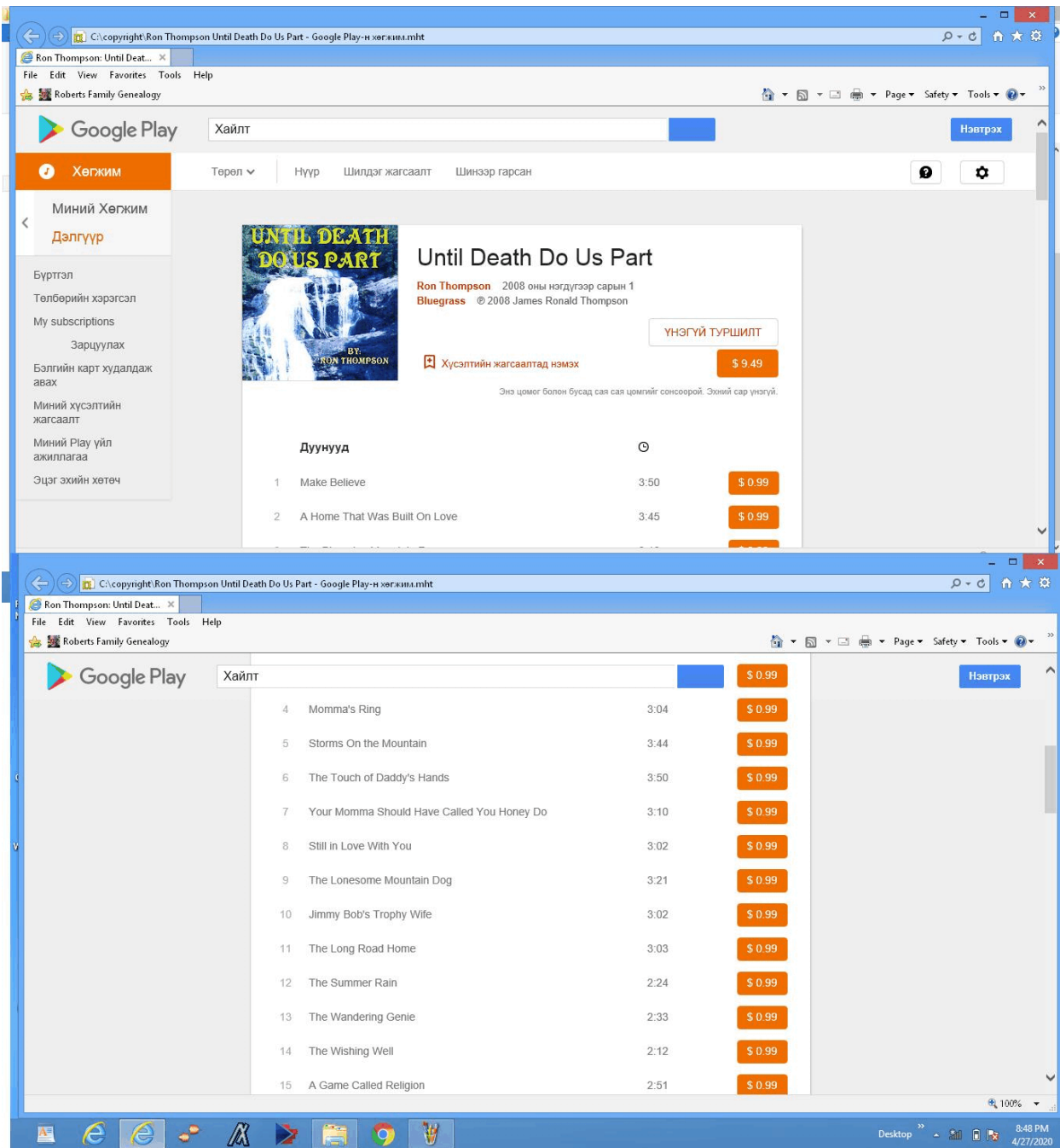
20. A Battered Christmas Toy \$0.99 DOWNLOAD

21. Momma's Christmas Tree \$0.99 DOWNLOAD



Another site selling downloads for which I have not been paid.

This site is selling downloads from both my albums BUT they don't have the recording attributed to the right artist. Blues artist Ron Thompson is deceased and did not record my two albums. How can these be legal downloads when the site doesn't even know who performed the music?



Another site selling mp3 downloads of music.

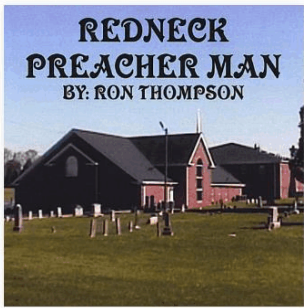
Redneck Preacher Man by Ron Thompson

pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPzKXktkg2

Now Playing My Collection Browse

Search

pandora Sign Up Log In



### Redneck Preacher Man

Album by Ron Thompson

21 songs - 2008

1	Redneck Preacher Man	3:20
2	Momma's Hillbilly Boy	2:47
3	Where Has America Gone?	3:00
4	Tennessee Mountain Boy	2:30
5	Redneck, Blue Eyes and Bad Attitude	2:41
6	The Last Warning	3:09
7	Election Infection	3:09
8	Dreams Don't Come Easy	2:55

Desktop 7:18 AM 4/26/2020

Copyright: Ron Thompson Until Death Do Us Part - Google Play-m services.mht

File Edit View Favorites Tools Help

Google Play Хайлт

Хөгжим

Миний Хөгжим

Далгуур

Бүртгэл

Төлбөрийн хэрэгсэл

My subscriptions

Зарцуулах

Бэлгийн карт худалдаж авах

Миний хүсэлтийн жагсаалт

Миний Play үйл ажиллагаа

Эцэг зүйн хөтөч

### Until Death Do Us Part

Ron Thompson 2008 оны нэгдүгээр сарын 1

Bluegrass © 2008 James Ronald Thompson

ҮНЭГҮЙ ТҮРШИЛТ \$ 9.49

Хүсэлтийн жагсаалтад нэмэх

Энэ цуврыг болон бусад сан сан цуврагтай сонгоногтой. Энхий сар уншуул.

Дуунууд

1	Make Believe	3:50	\$ 0.99
2	A Home That Was Built On Love	3:45	\$ 0.99
3			
4	Momma's Ring	3:04	\$ 0.99
5	Storms On the Mountain	3:44	\$ 0.99
6	The Touch of Daddy's Hands	3:50	\$ 0.99
7	Your Momma Should Have Called You Honey Do	3:10	\$ 0.99
8	Still in Love With You	3:02	\$ 0.99
9	The Lonesome Mountain Dog	3:21	\$ 0.99
10	Jimmy Bob's Trophy Wife	3:02	\$ 0.99
11	The Long Road Home	3:03	\$ 0.99
12	The Summer Rain	2:24	\$ 0.99
13	The Wandering Genie	2:33	\$ 0.99
14	The Wishing Well	2:12	\$ 0.99
15	A Game Called Religion	2:51	\$ 0.99

Desktop 3:48 PM 4/27/2020



Redneck Preacher Man - LiveXLi

livexlive.com/song/ron-thompson/redneck-preacher-man

Your favorite music, live streaming festivals, and original shows.

Choose a membership for zero ads and more!

LIVE X LIVE

LIVE EVENTS

MUSIC

VIDEO

MY LIBRARY

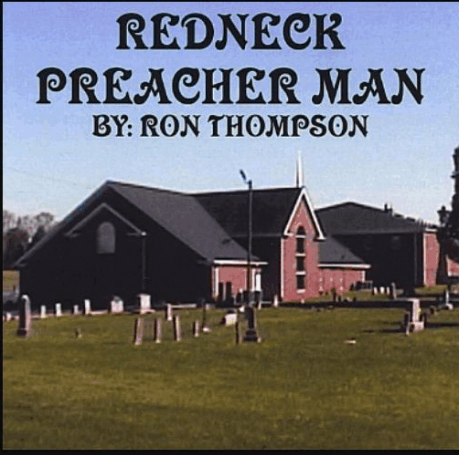
DONATE TO MUSICARES

LOGIN

SIGN UP FREE



Q

≡



### Redneck Preacher Man

by: Ron Thompson



#### Watch Live TV Now

Start Watching

One Click to Streaming Sites  
watch-television.com

OPEN

LIVE X LIVE MUSIC LIVES

## BEYOND THE STREAM

CREATE A FREE ACCOUNT FOR YOUR CHANCE TO WIN!

Albums Featuring Redneck Preacher Man

Redneck Preacher Man - LiveXLi

livexlive.com/song/ron-thompson/redneck-preacher-man

Your favorite music, live streaming festivals, and original shows.

Choose a membership for zero ads and more!

LIVE X LIVE

LIVE EVENTS

MUSIC

VIDEO

MY LIBRARY

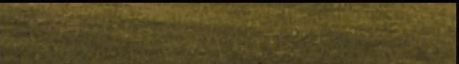
DONATE TO MUSICARES

LOGIN

SIGN UP FREE

Q

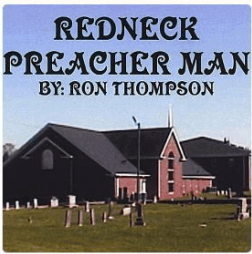
≡



OPEN

A DIGITAL 1-ON-1 MEE! AND GREET WITH AN ARTIST!

### Albums Featuring Redneck Preacher Man



#### Redneck Preacher Man

2008

-27-

**Another site  
selling mp3  
downloads for  
which I am not  
being paid.**



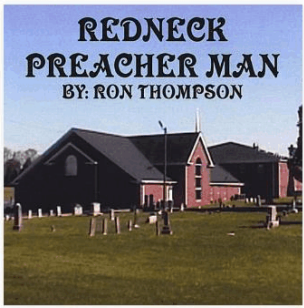
Redneck Preacher Man by Ron Thompson

pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPtZKXkkg2

Now Playing My Collection Browse

Search

pandora Sign Up Log In



Redneck Preacher Man

Album by Ron Thompson

21 songs - 2008

1	Redneck Preacher Man	3:20
2	Momma's Hillbilly Boy	2:47
3	Where Has America Gone?	3:00
4	Tennessee Mountain Boy	2:30
5	Redneck, Blue Eyes and Bad Attitude	2:41
6	The Last Warning	3:09
7	Election Infection	3:09
8	Dreams Don't Come Easy	2:55

Desktop 7:18 AM 4/26/2020

**A site that is allowing playing of my music. That's all right as long as they are not selling mp3 downloads or selling access to the site.**

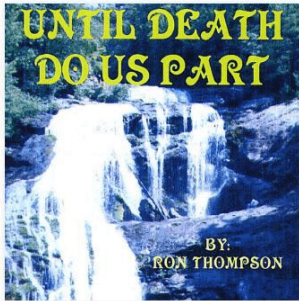
Until Death Do Us Part by Ron Thompson

pandora.com/artist/ron-thompson/until-death-do-us-part/ALXPv9jnP56gh36

Now Playing My Collection Browse

Search

pandora Sign Up Log In



UNTIL DEATH DO US PART

BY: RON THOMPSON

Until Death Do Us Part

Album by Ron Thompson

15 songs - 2008

1.	Make Believe	3:50
2.	A Home That Was Built On Love	3:45
3.	The Blooming Mountain Rose	3:10
4.	Momma's Ring	3:04
5.	Storms On the Mountain	3:44
6.	The Touch of Daddy's Hands	3:50
7.	Your Momma Should Have Called You Honey Do	3:10
8.	Still in Love With You	3:02
9.	The Lonesome Mountain Dog	3:21
10.	Jimmy Bob's Trophy Wife	3:02
11.	The Long Road Home	3:03
12.	The Summer Rain	2:24
13.	The Wandering Genie	2:33
14.	The Wishing Well	2:12
15.	A Game Called Religion	2:51

© 2008 JAMES RONALD THOMPSON

The previous site is also allowing free downloads of my other album. Again, this is all right as long as they don't charge for access to the site.



**This is a bootleg site pirating music. The only downloads that are available are at \$0.99 per song through cdbaby.com or free download from my own site.. The prices for the album is below the wholesale price and illegal.**



Walmart has the album listed for sale but out of stock. The question is “How many copies of this album has Walmart sold in the past.” And who supplied the album for sale because I only gave cdbaby.com a handful of cds. I’m sure that Walmart would not accept an album for sale unless there were more cds available than that.

129 Cheap Redneck Preacher Ma x Redneck Preacher Man by Thom x

amazon.co.uk/exec/obidos/ASIN/B001F0TRDK7SubscriptionId=AKIAJKOKUN4EWQH6OEPQ&tag=123pc-21&linkCode=xm2&camp=2025&creative=165953#customerReviews

United States Best Sellers Prime Video New Releases Books Help Home & Garden Gift Ideas Electronics COVID-19: Delivery, Returns & Safety

amazon music Amazon Music Unlimited Prime Music CDs & Vinyl Download Store Settings

**REDNECK PREACHER MAN**  
BY: RON THOMPSON

Redneck Preacher Man  
Thompson, Ron (Artist) | Format: Audio CD

Price: **£59.61**  
See all formats and editions

**Audio CD**  
**£59.61**  
2 New from £59.61

Usually dispatched within 3 to 4 days.

Dispatched from and sold by SerendipityBooksLtd.

No sellers are currently delivering this item to the United States. [Learn more](#)

Currently unavailable for delivery to your region due to high demand. We are working to resume delivery as soon as possible.

2 new from £59.61

Buy a CD or Vinyl record and get 90 days free Amazon Music Unlimited  
With the purchase of a CD or Vinyl record dispatched from and sold by Amazon, you get 90 days free access to the Amazon Music Unlimited Individual plan. After your purchase, you will receive an email with further information. Terms and Conditions apply. [Learn more.](#)

£59.61  
Usually dispatched within 3 to 4 days. Sold by SerendipityBooksLtd

Add to Basket

Buy Now

Deliver to United States

Add to List

Have one to sell? Sell on Amazon

Roll over image to zoom in

Special offers and product promotions

<https://www.amazon.co.uk/exec/obidos/ASIN/B001F0TRDK7SubscriptionId=AKIAJKOKUN4EWQH6OEPQ&tag=123pc-21&linkCode=xm2&camp=2025&creative=165953#>

5:54 PM  
4/29/2020

This is a site in UK selling the album Redneck Preacher Man through Amazon.com. Take note that they say the album is Currently unavailable for delivery to your region due to high demand. We are working to resum deliver as soon as possible. This is implying that there is more demand for the item than there are copies available. They have 2 new cds in stock, they say. The only cds available are unlawful duplications. An investigator could compare these copies to my original copies that have metal strips inside for theft prevention if sold in stores.

Shady Trees CD Album

cduniverse.com/search/xx/music/pid/1694377/a/shady+trees.htm

cd Universe

Everything Search... Help Log in (0)

Music Movies More Adult

Shady Trees CD Album

cduniverse.com/search/xx/music/pid/1694377/a/shady+trees.htm

cd Universe

Everything Search... Help Log in (0)

Music Movies More Adult

**Redneck Preacher Man CD (2008)**

Check Availability DETAILS

Other ideas

Songwriter/artist Ron Thompson is a real world Tennessee hillbilly who grew up in East Tennessee and obtained a degree in Electrical/Electronics engineering. Ron studied piano as a child and taught himself to play rythm and lead guitar. He also plays harmonica, bass guitar, and electronic keyboard. Ron first began recording music in the sixties and did a couple of pop 45 singles which he never released to radio. A couple of years back Ron recorded an album and other songs produced by recording industry legend Col. Buster Doss. These recordings were done on Music Row at Nashville, Tennessee and released on the Stardust of Nashville Label. Over the past several years Ron has released music via various labels including Nite\*Sky Records, Glory Train Records, Stardust of Nashville, Hilltopper Music Group, and MTM Records. Ron wrote the majority of the songs on this album as a memorial to his real world redneck ancestors who were Covenantner Scotts who migrated to America because of religious persecution. These people signed the Scottish National Covenant using the blood from their own bodies as ink. They wore a red scarf around their necks as a symbol of support for this religious document. ONLY those Scottish descendants have the true right to call themselves "Rednecks" and Ron wrote the song "Redneck Preacher Man" as a tribute to his great great grandfather Rev. William Thompson who was a civil war era minister. That song was chosen for the title of this album since a majority of the songs on the album have a true background in Ron's youth and ancestry. The song "Momma's Hillbilly Boy" was in several top 40 charts including the East Coast Review (100 reporting stations) independent country chart for three months and topped at #19. It charted in the top 20 songs of the Joyce Ramgattie international charts. It peaked at #12 in the most plays chart of the European Country Music Association. Ron's songs were also included in the top 40 charts of Airways International. Several other songs on this cd charted top 40 and some songs charted number 1 in ECMA most play charts for various European Countries. An actual compilation of charts is available for review but the magnitude of paper is about four inches thick. Among those other artists who have released songs on the same labels and compilation cds with Ron are Joann Cash, Tommy Cash, Ernie Ashworth, Andrew Dean, Beau Renfro, The Helms, River Jordan, Marvin Marrow, Larry Cochran, Carol Decker, the Son-Liters, Bob Mayfield, and Kimberley Bibb-Marrs accompanied by Marty Stuart. A bluegrass instrumental featuring Ron and the Carter boys was released on an MTM label compilation which featured Elvis Presley Jr. on an adjacent track. Ron Thompson is also a featured songwriter/artist on the Rev. Wayne Graham's internationally syndicated Gospel Classics Program. He is also included in the affiliated Dave Spurlock Country Nights syndicated program. The playlists from these programs are sent to 1000 total national and international stations.

9:12 PM 4/26/2020





**This is a site selling downloads of the above album. I have no idea how they got this unless through cdbaby.com.**

#### **Section 4. A download of the copyright protection law pertaining to copyright infringement.**

<https://www.copyright.gov/title17/92chap5.html>

#### **Chapter 5: Copyright Notice, Deposit, and Registration**

##### **501. Infringement of copyright<sup>3</sup>**

(a) Anyone who violates any of the exclusive rights of the copyright owner as provided by sections 106 through 122 or of the author as provided in section 106A(a), or who imports copies or phonorecords into the United States in violation of section 602, is an infringer of the copyright or right of the author, as the case may be. For purposes of this chapter (other than section 506), any reference to copyright shall be deemed to include the rights conferred by section 106A(a). As used in this subsection, the term “anyone” includes any State, any instrumentality of a State, and any officer or employee of a State or instrumentality of a State acting in his or her official capacity. Any State, and any such instrumentality, officer, or employee, shall be subject to the provisions of this title in the same manner and to the same extent as any nongovernmental entity.

(b) The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of section 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. The court may require such owner to serve written notice of the action with a copy of the complaint upon any person shown, by the records of the Copyright Office or otherwise, to have or claim an interest in the copyright, and shall require that such notice be served upon any person whose interest is likely to be affected by a decision in the case. The court may require the joinder, and shall permit the intervention, of any person having or claiming an interest in the copyright.

(c) For any secondary transmission by a cable system that embodies a performance or a display of a work which is actionable as an act of infringement under subsection (c) of section 111, a television broadcast station holding a copyright or other license to transmit or perform the same version of that work shall, for purposes of subsection (b) of this section, be treated as a legal or beneficial owner if such secondary transmission occurs within the local service area of that television station.

(d) For any secondary transmission by a cable system that is actionable as an act of infringement pursuant to section 111(3), the following shall also have standing to sue: (i) the primary transmitter whose transmission has been altered by the cable system; and (ii) any broadcast station within whose local service area the secondary transmission occurs.



(e) With respect to any secondary transmission that is made by a satellite carrier of a performance or display of a work embodied in a primary transmission and is actionable as an act of infringement under section 119(5), a network station holding a copyright or other license to transmit or perform the same version of that work shall, for purposes of subsection (b) of this section, be treated as a legal or beneficial owner if such secondary transmission occurs within the local service area of that station.

(f)(1) With respect to any secondary transmission that is made by a satellite carrier of a performance or display of a work embodied in a primary transmission and is actionable as an act of infringement under section 122, a television broadcast station holding a copyright or other license to transmit or perform the same version of that work shall, for purposes of subsection (b) of this section, be treated as a legal or beneficial owner if such secondary transmission occurs within the local market of that station.

(2) A television broadcast station may file a civil action against any satellite carrier that has refused to carry television broadcast signals, as required under section 122(2), to enforce that television broadcast station's rights under section 338(a) of the Communications Act of 1934.

#### 502. Remedies for infringement: Injunctions

(a) Any court having jurisdiction of a civil action arising under this title may, subject to the provisions of section 1498 of title 28, grant temporary and final injunctions on such terms as it may deem reasonable to prevent or restrain infringement of a copyright.

(b) Any such injunction may be served anywhere in the United States on the person enjoined; it shall be operative throughout the United States and shall be enforceable, by proceedings in contempt or otherwise, by any United States court having jurisdiction of that person. The clerk of the court granting the injunction shall, when requested by any other court in which enforcement of the injunction is sought, transmit promptly to the other court a certified copy of all the papers in the case on file in such clerk's office.

#### 503. Remedies for infringement: Impounding and disposition of infringing articles<sup>4</sup>

(a)(1) At any time while an action under this title is pending, the court may order the impounding, on such terms as it may deem reasonable—

(A) of all copies or phonorecords claimed to have been made or used in violation of the exclusive right of the copyright owner;

(B) of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such copies or phonorecords may be reproduced; and

(C) of records documenting the manufacture, sale, or receipt of things involved in any such violation, provided that any records seized under this subparagraph shall be taken into the custody of the court.

(2) For impoundments of records ordered under paragraph (1)(C), the court shall enter an appropriate protective order with respect to discovery and use of any records or information that has been impounded. The protective order shall provide for appropriate procedures to ensure that confidential, private, proprietary, or privileged information contained in such records is not improperly disclosed or used.

(3) The relevant provisions of paragraphs (2) through (11) of section 34(d) of the Trademark Act (15 U.S.C. 1116(d)(2) through (11)) shall extend to any impoundment of records ordered under paragraph (1)(C) that is based upon an ex parte application, notwithstanding the provisions of rule 65 of the Federal Rules of Civil Procedure. Any references in paragraphs (2) through (11) of section 34(d) of the Trademark Act to section 32 of such Act shall be read as references to section 501 of this title, and references to use of a counterfeit mark in connection with the sale, offering for sale, or distribution of goods or services shall be read as references to infringement of a copyright.

(b) As part of a final judgment or decree, the court may order the destruction or other reasonable disposition of all copies or phonorecords found to have been made or used in violation of the copyright owner's exclusive rights, and of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such copies or phonorecords may be reproduced.

#### 504. Remedies for infringement: Damages and profits<sup>5</sup>

(a) In General.—Except as otherwise provided by this title, an infringer of copyright is liable for either—

(1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or

(2) statutory damages, as provided by subsection (c).

(b) Actual Damages and Profits.—The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

(c) Statutory Damages.—

(1) Except as provided by clause (2) of this subsection, the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than \$750 or more than \$30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.

(2) In a case where the copyright owner sustains the burden of proving, and the court finds, that infringement was committed willfully, the court in its discretion may increase the award of statutory damages to a sum of not more than \$150,000. In a case where the infringer sustains the burden of proving, and the court finds, that such infringer was not aware and had no reason to believe that his or her acts constituted an infringement of copyright, the court in its discretion may reduce the award of statutory damages to a sum of not less than \$200. The court shall remit statutory damages in any case where an infringer believed and had reasonable grounds for believing that his or her use of the copyrighted work was a fair use under section 107, if the infringer was: (i) an employee or agent of a nonprofit educational institution, library, or archives acting within the scope of his or her employment who, or such institution, library, or archives itself, which infringed by reproducing the work in copies or phonorecords; or (ii) a public broadcasting entity which or a person who, as a regular part of the nonprofit activities of a public broadcasting entity (as defined in section 118(f)) infringed by performing a published nondramatic literary work or by reproducing a transmission program embodying a

performance of such a work.

(3) (A) In a case of infringement, it shall be a rebuttable presumption that the infringement was committed willfully for purposes of determining relief if the violator, or a person acting in concert with the violator, knowingly provided or knowingly caused to be provided materially false contact information to a domain name registrar, domain name registry, or other domain name registration authority in registering, maintaining, or renewing a domain name used in connection with the infringement.

(B) Nothing in this paragraph limits what may be considered willful infringement under this subsection.

(C) For purposes of this paragraph, the term “domain name” has the meaning given that term in section 45 of the Act entitled “An Act to provide for the registration and protection of trademarks used in commerce, to carry out the provisions of certain international conventions, and for other purposes” approved July 5, 1946 (commonly referred to as the “Trademark Act of 1946”; 15 U.S.C. 1127).

(d) Additional Damages in Certain Cases.—In any case in which the court finds that a defendant proprietor of an establishment who claims as a defense that its activities were exempt under section 110(5) did not have reasonable grounds to believe that its use of a copyrighted work was exempt under such section, the plaintiff shall be entitled to, in addition to any award of damages under this section, an additional award of two times the amount of the license fee that the proprietor of the establishment concerned should have paid the plaintiff for such use during the preceding period of up to 3 years.

#### 505. Remedies for infringement: Costs and attorney’s fees

In any civil action under this title, the court in its discretion may allow the recovery of full costs by or against any party other than the United States or an officer thereof. Except as otherwise provided by this title, the court may also award a reasonable attorney’s fee to the prevailing party as part of the costs.

#### 506. Criminal offenses<sup>6</sup>

(a) Criminal Infringement.—

(1) In general.—Any person who willfully infringes a copyright shall be punished as provided under section 2319 of title 18, if the infringement was committed—

(A) for purposes of commercial advantage or private financial gain;

(B) by the reproduction or distribution, including by electronic means, during any 180-day period, of 1 or more copies or phonorecords of 1 or more copyrighted works, which have a total retail value of more than \$1,000; or

(C) by the distribution of a work being prepared for commercial distribution, by making it available on a computer network accessible to members of the public, if such person knew or should have known that the work was intended for commercial distribution.

(2) Evidence.—For purposes of this subsection, evidence of reproduction or distribution of a copyrighted work, by itself, shall not be sufficient to establish willful infringement of a copyright.

(3) Definition.—In this subsection, the term “work being prepared for commercial distribution” means—

(A) a computer program, a musical work, a motion picture or other audiovisual work, or a sound recording, if, at the time of unauthorized distribution—

(i) the copyright owner has a reasonable expectation of commercial distribution; and

(ii) the copies or phonorecords of the work have not been commercially distributed; or

(B) a motion picture, if, at the time of unauthorized distribution, the motion picture—

(i) has been made available for viewing in a motion picture exhibition facility; and

(ii) has not been made available in copies for sale to the general public in the United States in a format intended to permit viewing outside a motion picture exhibition facility.

(b) Forfeiture, Destruction, and Restitution.—Forfeiture, destruction, and restitution relating to this section shall be subject to section 2323 of title 18, to the extent provided in that section, in addition to any other similar remedies provided by law.

(c) Fraudulent Copyright Notice.—Any person who, with fraudulent intent, places on any article a notice of copyright or words of the same purport that such person knows to be false, or who, with fraudulent intent, publicly distributes or imports for public distribution any article bearing such notice or words that such person knows to be false, shall be fined not more than \$2,500.

(d) Fraudulent Removal of Copyright Notice.—Any person who, with fraudulent intent, removes or alters any notice of copyright appearing on a copy of a copyrighted work shall be fined not more than \$2,500.

(e) False Representation.—Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

(f) Rights of Attribution and Integrity.—Nothing in this section applies to infringement of the rights conferred by section 106A(a).

#### 507. Limitations on actions<sup>7</sup>

(a) Criminal Proceedings.—Except as expressly provided otherwise in this title, no criminal proceeding shall be maintained under the provisions of this title unless it is commenced within 5 years after the cause of action arose.

(b) Civil Actions.—No civil action shall be maintained under the provisions of this title unless it is commenced within three years after the claim accrued.

#### 508. Notification of filing and determination of actions

(a) Within one month after the filing of any action under this title, the clerks of the courts of the United States shall send written notification to the Register of Copyrights setting forth, as far as is shown by the papers filed in the court, the names and addresses of the parties and the title, author, and registration number of each work involved in the action. If any other copyrighted work is later included in the action by amendment, answer, or other pleading, the clerk shall also send a notification concerning it to the Register within one month after the pleading is filed.

(b) Within one month after any final order or judgment is issued in the case, the clerk of the court shall notify the Register of it, sending with the notification a copy of the order or judgment together with the written opinion, if any, of the court.

(c) Upon receiving the notifications specified in this section, the Register shall make them a part of the public records of the Copyright Office.

#### 509. [Repealed]<sup>8</sup>

#### 510. Remedies for alteration of programming by cable systems <sup>9</sup>

(a) In any action filed pursuant to section 111(3), the following remedies shall be available:

(1) Where an action is brought by a party identified in subsections (b) or

(c) of section 501, the remedies provided by sections 502 through 505, and the remedy provided by subsection (b) of this section; and

(2) When an action is brought by a party identified in subsection (d) of section 501, the remedies provided by sections 502 and 505, together with any actual damages suffered by such party as a result of

the infringement, and the remedy provided by subsection (b) of this section.

(b) In any action filed pursuant to section 111(3), the court may decree that, for a period not to exceed thirty days, the cable system shall be deprived of the benefit of a statutory license for one or more distant signals carried by such cable system.

#### 511. Liability of States, instrumentalities of States, and State officials for infringement of copyright<sup>10</sup>

(a) In General.—Any State, any instrumentality of a State, and any officer or employee of a State or instrumentality of a State acting in his or her official capacity, shall not be immune, under the Eleventh Amendment of the Constitution of the United States or under any other doctrine of sovereign immunity, from suit in Federal Court by any person, including any governmental or nongovernmental entity, for a violation of any of the exclusive rights of a copyright owner provided by sections 106 through 122, for importing copies of phonorecords in violation of section 602, or for any other violation under this title.

(b) Remedies.—In a suit described in subsection (a) for a violation described in that subsection, remedies (including remedies both at law and in equity) are available for the violation to the same extent as such remedies are available for such a violation in a suit against any public or private entity other than a State, instrumentality of a State, or officer or employee of a State acting in his or her official capacity. Such remedies include impounding and disposition of infringing articles under section 503, actual damages and profits and statutory damages under section 504, costs and attorney's fees under section 505, and the remedies provided in section 510.

#### 512. Limitations on liability relating to material online<sup>11</sup>

(a) Transitory Digital Network Communications.—A service provider shall not be liable for monetary relief, or, except as provided in subsection (j), for injunctive or other equitable relief, for infringement of copyright by reason of the provider's transmitting, routing, or providing connections for, material through a system or network controlled or operated by or for the service provider, or by reason of the intermediate and transient storage of that material in the course of such transmitting, routing, or providing connections, if—

(1) the transmission of the material was initiated by or at the direction of a person other than the service provider;



(2) the transmission, routing, provision of connections, or storage is carried out through an automatic technical process without selection of the material by the service provider;

(3) the service provider does not select the recipients of the material except as an automatic response to the request of another person;

(4) no copy of the material made by the service provider in the course of such intermediate or transient storage is maintained on the system or network in a manner ordinarily accessible to anyone other than anticipated recipients, and no such copy is maintained on the system or network in a manner ordinarily accessible to such anticipated recipients for a longer period than is reasonably necessary for the transmission, routing, or provision of connections; and

(5) the material is transmitted through the system or network without modification of its content.

(b) System Caching.—

(1) Limitation on liability.—A service provider shall not be liable for monetary relief, or, except as provided in subsection (j), for injunctive or other equitable relief, for infringement of copyright by reason of the intermediate and temporary storage of material on a system or network controlled or operated by or for the service provider in a case in which—

(A) the material is made available online by a person other than the service provider;

(B) the material is transmitted from the person described in subparagraph (A) through the system or network to a person other than the person described in subparagraph (A) at the direction of that other person; and

(C) the storage is carried out through an automatic technical process for the purpose of making the material available to users of the system or network who, after the material is transmitted as described in subparagraph (B), request access to the material from the person described in subparagraph (A), if the

conditions set forth in paragraph (2) are met.

(2) Conditions.—The conditions referred to in paragraph (1) are that—

(A) the material described in paragraph (1) is transmitted to the subsequent users described in paragraph (1)(C) without modification to its content from the manner in which the material was transmitted from the person described in paragraph (1)(A);

(B) the service provider described in paragraph (1) complies with rules concerning the refreshing, reloading, or other updating of the material when specified by the person making the material available online in accordance with a generally accepted industry standard data communications protocol for the system or network through which that person makes the material available, except that this subparagraph applies only if those rules are not used by the person described in paragraph (1)(A) to prevent or unreasonably impair the intermediate storage to which this subsection applies;

(C) the service provider does not interfere with the ability of technology associated with the material to return to the person described in paragraph (1)(A) the information that would have been available to that person if the material had been obtained by the subsequent users described in paragraph (1)(C) directly from that person, except that this subparagraph applies only if that technology—

(i) does not significantly interfere with the performance of the provider's system or network or with the intermediate storage of the material;

(ii) is consistent with generally accepted industry standard communications protocols; and

(iii) does not extract information from the provider's system or network other than the information that would have been available to the person described in paragraph (1)(A) if the subsequent users had gained access to the material directly from that person;

(D) if the person described in paragraph (1)(A) has in effect a condition that a person must meet prior to

having access to the material, such as a condition based on payment of a fee or provision of a password or other information, the service provider permits access to the stored material in significant part only to users of its system or network that have met those conditions and only in accordance with those conditions; and

(E) if the person described in paragraph (1)(A) makes that material available online without the authorization of the copyright owner of the material, the service provider responds expeditiously to remove, or disable access to, the material that is claimed to be infringing upon notification of claimed infringement as described in subsection (c)(3), except that this subparagraph applies only if—

(i) the material has previously been removed from the originating site or access to it has been disabled, or a court has ordered that the material be removed from the originating site or that access to the material on the originating site be disabled; and

(ii) the party giving the notification includes in the notification a statement confirming that the material has been removed from the originating site or access to it has been disabled or that a court has ordered that the material be removed from the originating site or that access to the material on the originating site be disabled.

(c) Information Residing on Systems or Networks at Direction of Users.—

(1) In general.—A service provider shall not be liable for monetary relief, or, except as provided in subsection (j), for injunctive or other equitable relief, for infringement of copyright by reason of the storage at the direction of a user of material that resides on a system or network controlled or operated by or for the service provider, if the service provider—

(A)(i) does not have actual knowledge that the material or an activity using the material on the system or network is infringing;

(ii) in the absence of such actual knowledge, is not aware of facts or circumstances from which infringing activity is apparent; or

(iii) upon obtaining such knowledge or awareness, acts expeditiously to remove, or disable access to, the material;

(B) does not receive a financial benefit directly attributable to the infringing activity, in a case in which the service provider has the right and ability to control such activity; and

(C) upon notification of claimed infringement as described in paragraph (3), responds expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity.

(2) Designated agent.—The limitations on liability established in this subsection apply to a service provider only if the service provider has designated an agent to receive notifications of claimed infringement described in paragraph (3), by making available through its service, including on its website in a location accessible to the public, and by providing to the Copyright Office, substantially the following information:

(A) the name, address, phone number, and electronic mail address of the agent.

(B) other contact information which the Register of Copyrights may deem appropriate.

The Register of Copyrights shall maintain a current directory of agents available to the public for inspection, including through the Internet, and may require payment of a fee by service providers to cover the costs of maintaining the directory.

(3) Elements of notification.—

(A) To be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

(iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(B)(i) Subject to clause (ii), a notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions of subparagraph (A) shall not be considered under paragraph (1)(A) in determining whether a service provider has actual knowledge or is aware of facts or circumstances from which infringing activity is apparent.

(ii) In a case in which the notification that is provided to the service provider's designated agent fails to comply substantially with all the provisions of subparagraph (A) but substantially complies with clauses (ii), (iii), and (iv) of subparagraph (A), clause (i) of this subparagraph applies only if the service provider promptly attempts to contact the person making the notification or takes other reasonable steps to

assist in the receipt of notification that substantially complies with all the provisions of subparagraph (A).

(d) Information Location Tools.—A service provider shall not be liable for monetary relief, or, except as provided in subsection (j), for injunctive or other equitable relief, for infringement of copyright by reason of the provider referring or linking users to an online location containing infringing material or infringing activity, by using information location tools, including a directory, index, reference, pointer, or hypertext link, if the service provider—

(1) (A) does not have actual knowledge that the material or activity is infringing;

(A) in the absence of such actual knowledge, is not aware of facts or circumstances from which infringing activity is apparent; or

(B) upon obtaining such knowledge or awareness, acts expeditiously to remove, or disable access to, the material;

(2) does not receive a financial benefit directly attributable to the infringing activity, in a case in which the service provider has the right and ability to control such activity; and

(3) upon notification of claimed infringement as described in subsection (c)(3), responds expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity, except that, for purposes of this paragraph, the information described in subsection (c)(3)(A)(iii) shall be identification of the reference or link, to material or activity claimed to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate that reference or link.

(e) Limitation on Liability of Nonprofit Educational Institutions.—

(1) When a public or other nonprofit institution of higher education is a service provider, and when a

faculty member or graduate student who is an employee of such institution is performing a teaching or research function, for the purposes of subsections (a) and (b) such faculty member or graduate student shall be considered to be a person other than the institution, and for the purposes of subsections

(c) and (d) such faculty member's or graduate student's knowledge or awareness of his or her infringing activities shall not be attributed to the institution, if—

(A) such faculty member's or graduate student's infringing activities do not involve the provision of online access to instructional materials that are or were required or recommended, within the preceding 3-year period, for a course taught at the institution by such faculty member or graduate student;

(B) the institution has not, within the preceding 3-year period, received more than 2 notifications described in subsection (c)(3) of claimed infringement by such faculty member or graduate student, and such notifications of claimed infringement were not actionable under subsection (f); and

(C) the institution provides to all users of its system or network informational materials that accurately describe, and promote compliance with, the laws of the United States relating to copyright.

(2) For the purposes of this subsection, the limitations on injunctive relief contained in subsections (j)(2) and (j)(3), but not those in (j)(1), shall apply.

(f) Misrepresentations.— Any person who knowingly materially misrepresents under this section—

(1) that material or activity is infringing, or

(2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed

material or ceasing to disable access to it.

(g) Replacement of Removed or Disabled Material and Limitation on Other Liability.—

(1) No liability for taking down generally.—Subject to paragraph (2), a service provider shall not be liable to any person for any claim based on the service provider's good faith disabling of access to, or removal of, material or activity claimed to be infringing or based on facts or circumstances from which infringing activity is apparent, regardless of whether the material or activity is ultimately determined to be infringing.

(2) Exception.—Paragraph (1) shall not apply with respect to material residing at the direction of a subscriber of the service provider on a system or network controlled or operated by or for the service provider that is removed, or to which access is disabled by the service provider, pursuant to a notice provided under subsection (c)(1)(C), unless the service provider—

(A) takes reasonable steps promptly to notify the subscriber that it has removed or disabled access to the material;

(B) upon receipt of a counter notification described in paragraph (3), promptly provides the person who provided the notification under subsection (c)(1)(C) with a copy of the counter notification, and informs that person that it will replace the removed material or cease disabling access to it in 10 business days; and

(C) replaces the removed material and ceases disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notice, unless its designated agent first receives notice from the person who submitted the notification under subsection (c)(1)(C) that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on the service provider's system or network.

(3) Contents of counter notification.—To be effective under this subsection, a counter notification must be a written communication provided to the service provider's designated agent that includes



substantially the following:

(A) A physical or electronic signature of the subscriber.

(B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

(4) Limitation on other liability.—A service provider's compliance with paragraph (2) shall not subject the service provider to liability for copyright infringement with respect to the material identified in the notice provided under subsection (c)(1)(C).

(h) Subpoena to Identify Infringer.—

(1) Request.—A copyright owner or a person authorized to act on the owner's behalf may request the clerk of any United States district court to issue a subpoena to a service provider for identification of an alleged infringer in accordance with this subsection.

(2) Contents of request.—The request may be made by filing with the clerk—

(A) a copy of a notification described in subsection (c)(3)(A);

(B) a proposed subpoena; and

(C) a sworn declaration to the effect that the purpose for which the subpoena is sought is to obtain the identity of an alleged infringer and that such information will only be used for the purpose of protecting rights under this title.

(3) Contents of subpoena.—The subpoena shall authorize and order the service provider receiving the notification and the subpoena to expeditiously disclose to the copyright owner or person authorized by the copyright owner information sufficient to identify the alleged infringer of the material described in the notification to the extent such information is available to the service provider.

(4) Basis for granting subpoena.—If the notification filed satisfies the provisions of subsection (c)(3)(A), the proposed subpoena is in proper form, and the accompanying declaration is properly executed, the clerk shall expeditiously issue and sign the proposed subpoena and return it to the requester for delivery to the service provider.

(5) Actions of service provider receiving subpoena.—Upon receipt of the issued subpoena, either accompanying or subsequent to the receipt of a notification described in subsection (c)(3)(A), the service provider shall expeditiously disclose to the copyright owner or person authorized by the copyright owner the information required by the subpoena, notwithstanding any other provision of law and regardless of whether the service provider responds to the notification.

(6) Rules applicable to subpoena.—Unless otherwise provided by this section or by applicable rules of the court, the procedure for issuance and delivery of the subpoena, and the remedies for noncompliance with the subpoena, shall be governed to the greatest extent practicable by those provisions of the Federal Rules of Civil Procedure governing the issuance, service, and enforcement of a subpoena duces tecum.

(i) Conditions for Eligibility.—

(1) Accommodation of technology.—The limitations on liability established by this section shall apply to a service provider only if the service provider—

(A) has adopted and reasonably implemented, and informs subscribers and account holders of the service provider’s system or network of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of the service provider’s system or network who are repeat infringers; and

(B) accommodates and does not interfere with standard technical measures.

(2) Definition.—As used in this subsection, the term “standard technical measures” means technical measures that are used by copyright owners to identify or protect copyrighted works and—

(A) have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process;

(B) are available to any person on reasonable and nondiscriminatory terms; and

(C) do not impose substantial costs on service providers or substantial burdens on their systems or networks.

(j) Injunctions.—The following rules shall apply in the case of any application for an injunction under section 502 against a service provider that is not subject to monetary remedies under this section:

(1) Scope of relief.—(A) With respect to conduct other than that which qualifies for the limitation on remedies set forth in subsection (a), the court may grant injunctive relief with respect to a service provider only in one or more of the following forms:

(i) An order restraining the service provider from providing access to infringing material or activity residing at a particular online site on the provider's system or network.

(ii) An order restraining the service provider from providing access to a subscriber or account holder of the service provider's system or network who is engaging in infringing activity and is identified in the order, by terminating the accounts of the subscriber or account holder that are specified in the order.

(iii) Such other injunctive relief as the court may consider necessary to prevent or restrain infringement of copyrighted material specified in the order of the court at a particular online location, if such relief is the least burdensome to the service provider among the forms of relief comparably effective for that purpose.

(B) If the service provider qualifies for the limitation on remedies described in subsection (a), the court may only grant injunctive relief in one or both of the following forms:

(i) An order restraining the service provider from providing access to a subscriber or account holder of the service provider's system or network who is using the provider's service to engage in infringing activity and is identified in the order, by terminating the accounts of the subscriber or account holder that are specified in the order.

(ii) An order restraining the service provider from providing access, by taking reasonable steps specified in the order to block access, to a specific, identified, online location outside the United States.

(2) Considerations.—The court, in considering the relevant criteria for injunctive relief under applicable law, shall consider—

(A) whether such an injunction, either alone or in combination with other such injunctions issued against the same service provider under this subsection, would significantly burden either the provider or the operation of the provider's system or network;

(B) the magnitude of the harm likely to be suffered by the copyright owner in the digital network environment if steps are not taken to prevent or restrain the infringement;

(C) whether implementation of such an injunction would be technically feasible and effective, and would not interfere with access to noninfringing material at other online locations; and

(D) whether other less burdensome and comparably effective means of preventing or restraining access to the infringing material are available.

(3) Notice and ex parte orders.—Injunctive relief under this subsection shall be available only after notice to the service provider and an opportunity for the service provider to appear are provided, except for orders ensuring the preservation of evidence or other orders having no material adverse effect on the operation of the service provider’s communications network.

(k) Definitions.—

(1) Service provider.—(A) As used in subsection (a), the term “service provider” means an entity offering the transmission, routing, or providing of connections for digital online communications, between or among points specified by a user, of material of the user’s choosing, without modification to the content of the material as sent or received.

(B) As used in this section, other than subsection (a), the term “service provider” means a provider of online services or network access, or the operator of facilities therefor, and includes an entity described in subparagraph (A).

(2) Monetary relief.—As used in this section, the term “monetary relief” means damages, costs, attorneys’ fees, and any other form of monetary payment.

(l) Other Defenses Not Affected.—The failure of a service provider’s conduct to qualify for limitation of liability under this section shall not bear adversely upon the consideration of a defense by the service

provider that the service provider's conduct is not infringing under this title or any other defense.

(m) Protection of Privacy.—Nothing in this section shall be construed to condition the applicability of subsections (a) through (d) on—

(1) a service provider monitoring its service or affirmatively seeking facts indicating infringing activity, except to the extent consistent with a standard technical measure complying with the provisions of subsection (i); or

(2) a service provider gaining access to, removing, or disabling access to material in cases in which such conduct is prohibited by law.

(n) Construction.—Subsections (a), (b), (c), and (d) describe separate and distinct functions for purposes of applying this section. Whether a service provider qualifies for the limitation on liability in any one of those subsections shall be based solely on the criteria in that subsection, and shall not affect a determination of whether that service provider qualifies for the limitations on liability under any other such subsection.

#### 513. Determination of reasonable license fees for individual proprietors<sup>12</sup>

In the case of any performing rights society subject to a consent decree which provides for the determination of reasonable license rates or fees to be charged by the performing rights society, notwithstanding the provisions of that consent decree, an individual proprietor who owns or operates fewer than 7 nonpublicly traded establishments in which nondramatic musical works are performed publicly and who claims that any license agreement offered by that performing rights society is unreasonable in its license rate or fee as to that individual proprietor, shall be entitled to determination of a reasonable license rate or fee as follows:

(1) The individual proprietor may commence such proceeding for determination of a reasonable license rate or fee by filing an application in the applicable district court under paragraph (2) that a rate disagreement exists and by serving a copy of the application on the performing rights society. Such proceeding shall commence in the applicable district court within 90 days after the service of such copy, except that such 90-day requirement shall be subject to the administrative requirements of the court.

(2) The proceeding under paragraph (1) shall be held, at the individual proprietor's election, in the judicial district of the district court with jurisdiction over the applicable consent decree or in that place of holding court of a district court that is the seat of the Federal circuit (other than the Court of Appeals for the Federal Circuit) in which the proprietor's establishment is located.

(3) Such proceeding shall be held before the judge of the court with jurisdiction over the consent decree governing the performing rights society. At the discretion of the court, the proceeding shall be held before a special master or magistrate judge appointed by such judge. Should that consent decree provide for the appointment of an advisor or advisors to the court for any purpose, any such advisor shall be the special master so named by the court.

(4) In any such proceeding, the industry rate shall be presumed to have been reasonable at the time it was agreed to or determined by the court. Such presumption shall in no way affect a determination of whether the rate is being correctly applied to the individual proprietor.

(5) Pending the completion of such proceeding, the individual proprietor shall have the right to perform publicly the copyrighted musical compositions in the repertoire of the performing rights society by paying an interim license rate or fee into an interest bearing escrow account with the clerk of the court, subject to retroactive adjustment when a final rate or fee has been determined, in an amount equal to the industry rate, or, in the absence of an industry rate, the amount of the most recent license rate or fee agreed to by the parties.

(6) Any decision rendered in such proceeding by a special master or magistrate judge named under paragraph (3) shall be reviewed by the judge of the court with jurisdiction over the consent decree governing the performing rights society. Such proceeding, including such review, shall be concluded within 6 months after its commencement.

(7) Any such final determination shall be binding only as to the individual proprietor commencing the proceeding, and shall not be applicable to any other proprietor or any other performing rights society, and the performing rights society shall be relieved of any obligation of nondiscrimination among similarly situated music users that may be imposed by the consent decree governing its operations.

(8) An individual proprietor may not bring more than one proceeding provided for in this section for the determination of a reasonable license rate or fee under any license agreement with respect to any one performing rights society.

(9) For purposes of this section, the term “industry rate” means the license fee a performing rights society has agreed to with, or which has been determined by the court for, a significant segment of the music user industry to which the individual proprietor belongs.

#### Sections 501 - 513 -

501. Infringement of copyright

502. Remedies for infringement: Injunctions

503. Remedies for infringement: Impounding and disposition of infringing articles

504. Remedies for infringement: Damages and profits

505. Remedies for infringement: Costs and attorney's fees

506. Criminal offenses

507. Limitations on actions

508. Notification of filing and determination of actions

509. [Repealed]<sup>1</sup>

510. Remedies for alteration of programming by cable systems

511. Liability of States, instrumentalities of States, and State officials for infringement of copyright

512. Limitations on liability relating to material online

513. Determination of reasonable license fees for individual proprietors<sup>2</sup>



**Section 5. A copy of the information that was filed with the Better Business Bureau.**

Better Business Bureau®

BBB serves as a place to resolve marketplace issues between businesses and their customers. During the current COVID-19 state of emergency, BBB will focus its efforts on dispute resolution and reviews about transactions and services the business can control. We won't process or publish complaints or customer reviews about allegations of transmission of the coronavirus from the business or its employees to consumers; about a business's operating hours during mandated shutdowns; or about lapses in business licenses or delays to permits caused by licensing or permitting offices being closed. Thank you for your understanding.

Complaint Submitted

Your complaint has been submitted and assigned the ID 14311955. For your reference, a copy of your complaint appears below. You will receive an email with further information once your complaint is processed by the BBB.

The complaint is being handled by the dispute center listed below. Please contact them with any questions.

BBB Northwest (DuPont, WA)

12639 W Explorer Dr, Ste 200

Boise , ID 83713

resolutions@thebbb.org

Web: <http://www.bbb.org/northwest>

BBB Update on 4/25/2020:

James Thompson

2124 Upper Concord Rd.

Ten Mile, TN, 37880

Dear James Thompson:

Thank you for contacting Better Business Bureau. This message is in regard to your complaint submitted on 4/24/2020 against C D Baby Inc. Your complaint was assigned ID 14311955.

Your complaint has been sent to the business for their response. Once they have responded to BBB, we will contact you again. In the meantime, if the complaint becomes resolved please inform us in writing. Please remember that copies of your future correspondence will be sent to the company as well.

If you are interested in receiving updates on the latest scams BBB is following, please visit <https://trust-bbb.org/torchtalk/> and subscribe.

Sincerely,

Resolutions Specialist

Resolutions Specialist

#### Consumer Information

Date Filed:

4/24/2020

Sal:

Mr.

First Name:

James

Middle Name:

R

Last Name:

Thompson

Suffix:

Address:

2124 Upper Concord Rd.

Ten Mile Tennessee 37880

UNITED STATES

Daytime Phone:

4232906645

Evening Phone:

Fax:

Email:

comments2@ronsgospelmusic.org (email)

Business Information

Business ID:

0037002534

Name:

C D Baby Inc

Address:

9600 NE Cascades Pkwy

City:

Portland

State/County:

OR

Zip/Postal Code:

97220

Business Phone Number:

(800) 289-6923

URL:

This is NOT a COVID19-Related Complaint.

Complaint Detail / Problem

Complaint Type: Sales Issues

Problem:

About 2008 I authorized cdbaby.com to distribute and sell my albums "Redneck Preacher Man" and "From The Cradle To The Grave." This was under the condition that they would keep a certain percentage and pay me a certain percentage. I DID NOT authorize them to duplicate my cds or other site to duplicate these two albums which are registered with the Library Of Congress. Under federal copyright law Appendix J: Title 18 — Crimes and Criminal Procedure, U.S. Code it is illegal to copy an album without authorization yet I find that cd baby has allowed multiple sites to sell hard copies of albums which are not available other than through me. I only gave cdbaby a hand full of the albums and no one has ever obtained more from me. I found proof of sales on the internet. I want cdbaby.com to cease and desist from the sell or marketing of my albums and songs and anyone they are selling through to cease and desist. I contacted cdbaby and received no reply or response. I have not received any payments from cdbaby in the past few years. Yet the following sites are selling both downloads and hard copies of the albums: Unauthorized sites that are selling my albums with proceeds being pocked by them or cdbaby.com; <https://open.spotify.com/album/61pQrY47QP5s2T6wYckEuE>  
<https://www.amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>  
<https://www.pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPtZKXktkg2>  
<https://music.apple.com/ca/album/redneck-preacher-man/289871813>  
[https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)  
<https://www.iheart.com/artist/ron-thompson-69098/albums/redneck-preacher-man-7227884/>  
[https://downinthevalley.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://downinthevalley.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)

<https://www.bullmoose.com/p/1577124/ron-thompson-redneck-preacher-man>  
<https://www.deezer.com/en/album/799053> <https://www.livexlive.com/song/ron-thompson/redneck-preacher-man> <https://music.yandex.ru/album/1354787?lang=en> <https://www.amazon.in/Redneck-Preacher>

#### Desired Resolution / Outcome

Desired Resolution:

Other (requires explanation)

Desired Outcome:

Please terminate the sell of any downloads of songs or hard copy albums and cease and desist from the reproduction and copy of any of my music. That is a criminal violation of U. S. copyright laws. Also notify anyone cdbaby.com has allowed to sell the albums so they are aware that the sell thereof is revoked. i WILL pursue criminal prosecution of ANYONE who continues to sell downloads or hard copies of the album I recognize that some of the sites I linked are pirating the material and have no authorization from either me or cdbaby.com. Since I do not know the sites that were authorized by cdbaby I would appreciate a list of those sites on the list which they did not authorize..

#### Message to BBB

I am not certain when I received the last payment from cdbaby. I don't remember receiving any in recent years. The thing that galls me most is people selling my music world wide and I never authorized it, particularly of physical hard copy cds. I had a Livingston Record Label Duplicate a thousand for me and those have the theft strip embedded. All others are counterfeit.

#### Complaint Background

Not all of these questions are required. Please provide as much information as you have.

1. Product/Service Purchased: album distribution
2. Model Number:
3. Contract, Account, or Policy #:
4. Order #:
5. Purchase Date: 4/24/2008

Dates you complained to the company/organization

7. First Date: 4/19/2020

Name of Sales Person

13. First Name:

15. Last Name:

17. Purchase Price: \$0.00

18. Disputed Amount: \$0.00

© 2020, International Association of Better Business Bureaus, Inc., separately incorporated Better Business Bureau organizations in the US, Canada and Mexico, and BBB Institute for Marketplace Trust. All Rights Reserved.

**Section 6 . A copy of the complaint filed with FBI group IC3 who are responsible for the enforcement of copyright infringement crimes.**

Complaint Referral Form

Internet Crime Complaint Center

Thank you for submitting your complaint to the IC3. Please save or print a copy for your records. This is the only time you will have to make a copy of your complaint.

Victim Information

Name: James R. Thompson

Are you reporting on behalf of a business? No

Business Name:

Is the incident currently impacting business operations? [None]

Age: Over 60

Address: 2124 Upper Concord Rd.

Address (continued):

Suite/Apt./Mail Stop:

City: Ten Mile

County: Tn

Country: United States of America

State: Tennessee

Zip Code/Route: 37880

Phone Number: 4232906645

Email Address: comments2@ronsgospelmusic.org

Business IT POC, if applicable:

Other Business POC, if applicable:

## Description of Incident

Provide a description of the incident and how you were victimized. Provide information not captured elsewhere in this complaint form.

In 2008 I allowed cdbaby.com to distribute my music for albums "Redneck Preacher Man" and "Until Death Do us Part. The agreement was that they sell downloads and cds which I provided. They were to keep a percentage and send a percentage to me. I also sent them a handful of hard copy cd albums which they were to sell. I was to send albums as needed. I have no knowledge of authorizing anyone to copy or duplicate albums. I was "supposed" to be able to terminate this at any time. From then until now I only received payments totaling less than about \$100.00. In the last several years I've received nothing yet the music had charted as high as #1 in an international chart and there are sites on the internet selling the music worldwide. They are also selling cds and the only legal cds are those which I had made for me by a gospel record label.

What I request is that federal authorities force cdbaby.com and these sites to cease unlawful distribution and selling of mp3 downloads and albums. I have no objection to free downloads or radio airplay without royalties.

I also found proof that sales have been made because of product commentaries, yet I was never paid. I contacted cdbaby.com twice asking that they cease and desist from the unlawful production of my cds and cease all distribution. They never responded. I also filed a complaint with the better business bureau and found that there are 27 complaints against cdbaby. Other than the customer comments there is no way to prove that sales were made except by customer comments.

#	Name (NALL) < Full Title	Copyright Number	Date
[ 1 ]	Thompson, James Ronald	Chicken Eating Christmas.	PAu003475173 2008
[ 2 ]	Thompson, James Ronald	Cold Wind Is Blowing.	PAu003475170 2008
[ 3 ]	Thompson, James Ronald	Empty Promises.	PAu003475176 2008
[ 4 ]	Thompson, James Ronald	Just make believe.	SRu000535636 2003
[ 5 ]	Thompson, James Ronald	Scottish Rags.	PAu003366720 2008
[ 6 ]	Thompson, James Ronald	Smoky Mountain Bear Race.	SRu000963994 2009
[ 7 ]	Thompson, James Ronald, 1943-	All the love that Jesus gave.	SRu000489113 2002



[ 8 ]	Thompson, James Ronald, 1943-2007	Another Christmas with my dad.	PAu003333964
[ 9 ]	Thompson, James Ronald, 1943-	Battered Christmas toy.	PAu003067282 2006
[ 10 ]	Thompson, James Ronald, 1943-	Covenanter's Quest.	TXu001691367 2009
[ 11 ]	Thompson, James Ronald, 1943-	Daddy's hands.	PAu002785112 2003
[ 12 ]	Thompson, James Ronald, 1943-Egypt Band)	Did you care? / Brian Ayers & Ron Thompson (Little	SRu000512697 2003
[ 13 ]	Thompson, James Ronald, 1943-	Down the road of time.	PAu002701597 2002
[ 14 ]	Thompson, James Ronald, 1943-	Dreams don't come easy.	PAu002833371 2004
[ 15 ]	Thompson, James Ronald, 1943-	Dump me in.	PAu002964580 2005
[ 16 ]	Thompson, James Ronald, 1943-	Election Infection.	PAu003407724 2008
[ 17 ]	Thompson, James Ronald, 1943-	Fast track country star.	PAu003039820 2006
[ 18 ]	Thompson, James Ronald, 1943-	Feet of clay.	PAu002970869 2005
[ 19 ]	Thompson, James Ronald, 1943-	Final road home.	PAu003110630 2007
[ 20 ]	Thompson, James Ronald, 1943-	God's country of love.	PAu002703413 2002
[ 21 ]	Thompson, James Ronald, 1943-PAu002639622 2002	Gospel music written by James Ronald Thompson.	
[ 22 ]	Thompson, James Ronald, 1943-	Hillbilly Christmas.	PAu002985413 2005
[ 23 ]	Thompson, James Ronald, 1943-	Jimmy Bob's Trophy Wife.	PAu003333899 2007
[ 24 ]	Thompson, James Ronald, 1943-	Lass called Billie Anne.	PAu003040911 2006
[ 25 ]	Thompson, James Ronald, 1943-	Last Chance Road.	SRu000617603 2006
[ 26 ]	Thompson, James Ronald, 1943-	Last warning.	PAu002785087 2003
[ 27 ]	Thompson, James Ronald, 1943-	Listen to the baby.	PAu003066276 2006
[ 28 ]	Thompson, James Ronald, 1943-	Lonesome mountain dog.	PAu002839382 2003
[ 29 ]	Thompson, James Ronald, 1943-	Look ahead to Jesus.	PAu002785089 2003
[ 30 ]	Thompson, James Ronald, 1943-	Love that Jesus gave.	PAu002847366 2004

[ 31 ]	Thompson, James Ronald, 1943-	Love that went to the dogs.	PAu002839381 2003
[ 32 ]	Thompson, James Ronald, 1943-	Make believe.	PAu002762208 2003
[ 33 ]	Thompson, James Ronald, 1943-	Momma's Christmas tree.	PAu003005377 2005
[ 34 ]	Thompson, James Ronald, 1943-	Momma's hillbilly boy.	PAu003132286 2007
[ 35 ]	Thompson, James Ronald, 1943-	Momma's ring.	PAu002839380 2003
[ 36 ]	Thompson, James Ronald, 1943-	Only God can say.	PAu002951691 2005
[ 37 ]	Thompson, James Ronald, 1943- 2005	Only place I want to go is home.	PAu002930525
[ 38 ]	Thompson, James Ronald, 1943-	Peddler.	PAu003076591 2006
[ 39 ]	Thompson, James Ronald, 1943-	Puppy dog love.	PAu002975109 2005
[ 40 ]	Thompson, James Ronald, 1943- 2004	Redneck, blue eyes and bad attitude.	PAu002836672
[ 41 ]	Thompson, James Ronald, 1943- 2008*****	Redneck Preacher Man.	PAu003426392
[ 42 ]	Thompson, James Ronald, 1943-	Remind me.	PAu002964725 2005
[ 43 ]	Thompson, James Ronald, 1943-	Ron's country music.	PAu002849600 2004
[ 44 ]	Thompson, James Ronald, 1943-	Storms on the mountain.	PAu002877824 2004
[ 45 ]	Thompson, James Ronald, 1943-	Strictly Ron.	SRu000464972 2002
[ 46 ]	Thompson, James Ronald, 1943-	Tennessee mountain boy.	PAu002839383 2003
[ 47 ]	Thompson, James Ronald, 1943-	Trail of broken dreams.	PAu002832674 2003
[ 48 ]	Thompson, James Ronald, 1943-	Visit from the son.	PAu003087956 2007
[ 49 ]	Thompson, James Ronald, 1943-	Where has America gone?	PAu003136534 2007
[ 50 ]	Thompson, James Ronald, 1943- 2005	Will there be Christmas in heaven?	PAu002979651
[ 51 ]	Thompson, James Ronald, 1943- PAu002839379 2003s	Your momma should have called you Honey Do. selling downloads and pirated cds and pocketing all payments.	

I have official copyrights for each song and the album.

For the album "Redneck Preacher Man:

Redneck Preacher Man. COUNTRY. CD BABY.COM/INDYS 0302125. UPC: 143000897697. Release Date: 8/26/2008. ron-thompson-redneck-preacher-man ..

United States Copyright Office

Public Catalog Kibrary Of Congress

Copyright Catalog (1978 to present)

Search Request: Builder = (Redneck Preacher Man)[

Detailed Record

Redneck Preacher Man.

Type of Work: Music

Registration Number / Date: PAu003426392 / 2008-02-22

Application Title: Redneck Preacher Man.

Title: Redneck Preacher Man.

Description: Print material, 2 p.

Copyright Claimant: James Ronald Thompson, 1943- . Address: 2124 Upper Concord Road, Ten Mile, TN, 37880.

Date of Creation: 2008

Authorship on Application: James Ronald Thompson, 1943- ; Citizenship: United States.

Copyright Note: Regarding author information: deposit states: "words & music written by James Ronald Thompson".

Names: Thompson, James Ronald, 1943-

\*\*\*\*\*

The following sites are either allowing free airplay or selling downloads or hard copy albums. There are no hard copy albums available other than illegal duplications or counterfeit cds

<https://open.spotify.com/album/61pQrY47QP5s2T6wYckEuE>  
<https://www.amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>  
<https://www.pandora.com/artist/ron-thompson/redneck-preacher-man/ALPzwPtZKXktkg2>  
<https://music.apple.com/ca/album/redneck-preacher-man/289871813>  
[https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://millsrecordcompany.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)  
<https://www.iheart.com/artist/ron-thompson-69098/albums/redneck-preacher-man-7227884/>  
[https://downinthevalley.com/UPC/143000897697/Ron-Thompson\\_Redneck-Preacher-Man](https://downinthevalley.com/UPC/143000897697/Ron-Thompson_Redneck-Preacher-Man)  
<https://www.bullmoose.com/p/1577124/ron-thompson-redneck-preacher-man>  
<https://www.deezer.com/en/album/799053>  
<https://www.livexlive.com/song/ron-thompson/redneck-preacher-man>  
<https://music.yandex.ru/album/1354787?lang=en>  
<https://www.amazon.in/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>  
[https://play.google.com/store/music/artist/Ron\\_Thompson?id=Aiitogklpxselfitppm7tl2crma&hl=en\\_US](https://play.google.com/store/music/artist/Ron_Thompson?id=Aiitogklpxselfitppm7tl2crma&hl=en_US)  
<https://y.qq.com/n/yqq/album/004dl5Hz1V1mpC.html>  
<https://music.bugs.co.kr/track/20362193>  
<https://www.last.fm/music/Ron+Thompson/Just+Pickin%27/Bullet+Blues>

The above link is obviously pirating. The site mixes my music and attributes it to deceased blues musician Ron Thompson. Any authorized site would know the difference.

For the album "Until Death Do Us Part:

DETAILS: Format: CD, Label: CD BABY.COM/INDYS,Catalog: 0304001,Rel. Date: 09/09/2008

UPC: 634479882333

\*\*\*\*\*

The following sites are either allowing free airplay or selling downloads or hard copy albums. There are no hard copy albums available other than illegal duplications or counterfeit cds

<https://open.spotify.com/album/20eWALwFaSukDbrAuCpolw>

<https://www.pandora.com/artist/ron-thompson/until-death-do-us-part/ALXPv9jnP56gh36>

<https://daddykool.com/UPC/634479882333>

<https://www.iheart.com/artist/ron-thompson-69098/albums/until-death-do-us-part-9143746/>

<https://www.ccmusic.com/ron-thompson-until-death-do-us-part/634479882333>

<https://www.letssingit.com/ron-thompson-album-lyrics-until-death-do-us-part-2rrmx1>

[https://www.jiosaavn.com/album/until-death-do-us-part/dAi5VKDIIQ8\\_](https://www.jiosaavn.com/album/until-death-do-us-part/dAi5VKDIIQ8_)

<https://www.walmart.com/ip/Until-Death-Do-Us-Part-CD/939249123>

<https://music.apple.com/ru/album/until-death-do-us-part/291399488>

[https://play.google.com/store/music/album/%CE%A1%CE%BF%CE%BD\\_%CE%A4%CF%8C%CE%BC%CF%83%CE%BF%CE%BD\\_Until\\_Death\\_Do\\_Us\\_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mn](https://play.google.com/store/music/album/%CE%A1%CE%BF%CE%BD_%CE%A4%CF%8C%CE%BC%CF%83%CE%BF%CE%BD_Until_Death_Do_Us_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mn)

<https://www.deezer.com/ms/album/799117>

[https://play.google.com/store/music/album/%D8%B1%D9%88%D9%86\\_%D8%AA%D9%88%D9%85%D8%A8%D8%B3%D9%88%D9%86\\_Until\\_Death\\_Do\\_Us\\_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mk](https://play.google.com/store/music/album/%D8%B1%D9%88%D9%86_%D8%AA%D9%88%D9%85%D8%A8%D8%B3%D9%88%D9%86_Until_Death_Do_Us_Part?id=Bfibnbgvvlkzyd5stbybzgni65e&hl=mk)

<https://www.last.fm/music/Ron+Thompson/Just+Pickin%27/Bullet+Blues>

<http://payplay.fm/ronthompson3>

Which of the following were used in this incident? (Check all that apply.)

- ☐ Spoofed Email
- ☐ Similar Domain
- ☐ Email Intrusion

? OtherPlease specify: unlawful duplication of music cd and sale thereof

Law enforcement or regulatory agencies may desire copies of pertinent documents or other evidence regarding your complaint.

Originals should be retained for use by law enforcement agencies.

#### Other Information

If an email was used in this incident, please provide a copy of the entire email including full email headers.

[No response provided]

Are there any other witnesses or victims to this incident?

[No response provided]

If you have reported this incident to other law enforcement or government agencies, please provide the name, phone number, email, date reported, report number, etc.

[No response provided]

☐ Check here if this an update to a previously filed complaint:

Who Filed the Complaint

Were you the victim in the incident described above? Yes

Digital Signature

By digitally signing this document, I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S. Code, Section 1001)

Digital Signature: James R. Thompson

Thank you for submitting your complaint to the IC3. Please save or print a copy for your records. This is the only time you will have to make a copy of your complaint.

## **Section 7. Amazon.com stonewall e-mail after a complaint was sent through their online portal:**

Note: There IS NO place on the complaint form where the verification code can be entered, period. This is a brick wall. So in lieu of the ability to complain on line I wrote a letter to Amazon.com.

Hello,

Thank you for submitting your notice.

We have previously sent you an email that we have been unable to verify that you are the rights owner or their agent and request additional information to verify your identity. We only need one resubmission with this information, but until we receive your additional information, we will be unable to review this submission.

Our prior communication instructed, to please resubmit your notice through the Report Infringement form (<https://www.amazon.com/report/infringement>) and provide the following information, in addition to your original submission, in the Additional Information field. If you have submitted multiple notices, you will only need to re-submit one of the notices with this additional information. If you are the Rights Owner and Submitter, you do not need to include the duplicative fields; Registered Agents please complete the fields for both yourself and the Rights Owner.

Please also include Verification Code: avr-a3nn4ynion1jio at the beginning of your submission; failure to include Verification Code will result in your notice being rejected:

\* Are you the Owner of the Intellectual Property or an Authorized Agent:

\* Your Company Name:

\* Your Name (First and Last name):

\* Your Job Title:

\* Your Phone Number:

\* Available Contact Day and Time:

- \* Rights Owner Business Name:
- \* Rights Owner Contact Name (First and Last name):
- \* Rights Owner Job Title:
- \* Rights Owner Phone Number:
- \* Rights owner Address:
- \* Rights Owner URL:
- \* Business Tax ID:

Additionally, please include the information from your initial complaint for review.

If we do not receive this information within 30 days, we will reject all pending notices. Once we receive the information above, we will investigate your notice within 1-2 business days.

Complaint ID: 6974649731

Sincerely,

Amazon Customer Trust and Partner Support



**Section 8. Registered letter written and mailed to Amazon.com as proof of notification.**

James R. Thompson

2124 Upper Concord Road

Ten Mile, Tn. 37880

5/1/2020

Amazon.com, Inc.

Customer service

PO Box 81226

Seattle, WA 98108-1226

Attn. Customer Service Manager

This letter is regarding the illegal sale of pirated cds/counterfeits of the album "Redneck Preacher Man" owned by James Ronald Thompson. Multiple sites under your Amazon.com heading are selling the product as your item number B001F0TRDK and UPC code 143000897697. I attempted to contact you through the internet complaint form but it rejected me without justification. The links for two of the pirated sales are:

<https://www.amazon.com/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>

<https://www.amazon.in/Redneck-Preacher-Man-Ron-Thompson/dp/B001F0TRDK>

Another site in amazon UK is for SerendipityBooksLtd . They state that the item is in high demand and none are currently available for the United States. I never supply them any items and I'm the only legal source for cds.

\*\*\*One of your on line links says "[In light of the latest government guidelines we are not taking orders on this product.](#) " Apparently my complaints have reached someone but this block should apply to all other links as well, including any for the album "Until Death Do Us Part"

The first link had the cd ranked in the best seller listed as #46,250.

All sales of this album are pirated duplications, probably supplied by cdbaby.com. The cd label clearly states that all rights are reserved by publishing company Treed Lion Music and that duplication thereof is punishable by the applicable laws.

This is a criminal investigation. I have submitted a criminal complaint against cdbaby.com with IC3. I consider that you probably allowed the sell of this album on your site without being aware of what they are doing. They are initially obtaining approval from artists to market their product and have a legal requirement from the agreement to

pay the artist\copyright owner the largest percentage from the sell. But they are pocketing the entire sells amount, having given me only about \$100.00 from 2008 until now. In recent years they have pocketed all proceeds.

The people who are retailing the product probably have purchased it in good faith as you have allowed them the use of your site in good faith. So I do not intend to prosecute them or take legal recourse against you or them, PROVIDED you cooperate in the criminal investigation. Your failure to comply with this request will result in a criminal complaint filed with IC3 against you as a co-conspirator. **The ONLY thing I want from you is a letter or form showing the total sales that have been made of item B001F0TRDK. Also designate who sold the product and how many sales were made by each. This information will be provided to IC3 and used in criminal prosecution of cdbaby.com.** Another album that has been duplicated supplied by cdbaby.com is “Until Death Do Us Part.” I found that it is being listed on Walmart.com. I didn’t find that album shown in your inventory but you might want to check for it. Information pertaining to **legal remedy for unlawful duplication and sell of a copyrighted product is found here:**

**<https://www.copyright.gov/title17/92chap5.html>, Chapter 5: Copyright Notice, Deposit, and Registration section: section 501(b) The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of section 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. The court may require such owner to serve written notice of the action with a copy of the complaint upon any person shown, by the records of the Copyright Office or otherwise, to have or claim an interest in the copyright, and shall require that such notice be served upon any person whose interest is likely to be affected by a decision in the case. The court may require the joinder, and shall permit the intervention, of any person having or claiming an interest in the copyright.**

If there is any doubt that I am the owner of these registered copyrights please download the list located at link: <http://www.ronsgospelmusic.org/copyrigh.rtf> . Alternately, I have attached a list of the 51 copyrights that I have registered with the Library Of Congress. These contain all the songs contained on the two cds.

You can also go to my web site and get free downloads of my music. Some of the songs have charted highly in multiple U. S. and international charts.

Sincerely,

James Ronald Thompson (registered copyright owner)

aka artist Ron Thompson

**Section 9. Registered letter written and mailed to Amazon.com as proof of notification.**

James R. Thompson

2124 Upper Concord Road

Ten Mile, Tn. 37880

5/1/2020

cdbaby.com

9600 NE Cascades Pkwy

Ste 180

Portland, OR 97220-6831

Attn. Sales Coordinator/manager or ceo:

There is evidence to prove that you are engaged in secretly duplicating and selling copyrighted cds of the albums "Redneck Preacher Man" and "Until Death Do Us Part." There is also proof that you have pocketed the majority of the proceeds. Therefore any "supposed" agreement to sell or market any product for James Ronald Thompson is null and void because it was obtained by lies and fraudulent misrepresentation by you. Further, only signed and notarized documents are court legal and any electronic authorization you have fabricated is not legal. Written on the cd is the notification that writer is James Ronald Thompson and publishing company is Treed Lion Music. Also on the cd is the warning of published by Lion Music, All Rights Reserved, Unauthorized duplication is a violation of applicable laws.

You are engaged in the unlawful duplication and secret sales of the above albums and have sold cds and pocketed the majority of the proceeds.

Legal remedy for unlawful duplication and sell of a copyrighted product is found here:

<https://www.copyright.gov/title17/92chap5.html>, Chapter 5: Copyright Notice, Deposit, and Registration section: section 501(b) The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of section 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. The court may require such owner to serve written notice of the action with a copy of the complaint upon any person shown, by the records of the Copyright Office or otherwise, to have or claim an interest in the copyright, and shall require that such notice be served upon any person whose interest is likely to be affected by a

decision in the case. The court may require the joinder, and shall permit the intervention, of any person having or claiming an interest in the copyright.

You are notified via registered letter that you are to cease and desist from the duplication and sale of these products and are to cease and desist from downloads for profit. I will allow free downloads. I have filed a formal complaint with the IC3 internet fraud investigative unit of the FBI. You are further notified that the IRS requires a formal accounting of any sales and legal notification for tax purposes as well. You are in violation of this requirement because you have never sent any such tax forms to me. I am also notifying IRS that you are likely involved in income tax evasion.

I contacted you twice before and you stone walled me and never responded. I have initiated a criminal investigation by IC3 and my documentation will be provided to IC3 and the IRS. I think that you have probably been duplicating and selling the products of other artists and pocketing the proceeds as well. I will recommend that the IC3 unit investigate that. In order to prove that you have been notified I also filed a complaint with the Better Business Bureau to which you have not responded.

The legal remedy for you is to remove all the internet sites that you have engaged in these downloads and provide to me a complete itemized listing of cds sold and downloads sold of these products as required by federal law for accounting and income tax purposes. These documents will be provided to IC3 and the IRS. In the mean time I am in discovery phase collecting sales information from those sites or people who have sold this product and paid you. The unlawful sales of this product will be prosecuted by the IC3 unit of the FBI. If your sales information provided to me does not match the sales information you provide to me you will be criminally prosecuted. Keep in mind that sales of cds are tracked by a UPC code and you are like a deer in a head light. You might get away with pocketing the proceeds from downloads but not the pirating of cds. Failure to respond to this notification will be regarded as obstruction of justice and is punishable by law as another criminal offence.

If there is any doubt that you have infringed on registered copyrights please download the list located at link:  
<http://www.ronsgospelmusic.org/copyrigh.rtf>

Sincerely,

James Ronald Thompson (registered copyright owner)

aka artist Ron Thompson

## Section 9. Registered Letter Sent To Walmart

Walmart, Inc.

Attn: Global Ethics and Compliance

702 SW 8th Street

Bentonville, AR 72716-0860

Attn. Ethics group manager:

This letter is regarding the illegal sale of pirated cds/counterfeits of the album "Until Death Do Us Part" owned by by songwriter/singer James Ronald Thompson. Your item number for this item is CD/939249123. Your internet advertisement for the item is at link: [walmart.com/ip/Until-Death-Do-Us-Part-CD/030249123](http://walmart.com/ip/Until-Death-Do-Us-Part-CD/030249123) . You have it listed out of stock. I have no idea who supplied this cd to you but suspect that it was cdbaby.com.

This is a criminal investigation. I have submitted a criminal complaint against cdbaby.com with IC3. They are initially obtaining approval from artists to market their product and have a legal requirement from the agreement to pay the artist\copyright owner the largest percentage from the sales. But they are pocketing the entire sells amount, having given me only about \$100.00 from 2008 until now. In recent years they have pocketed all proceeds.

The people who are retailing the product probably purchased it in good faith. So I do not intend to prosecute them or take legal recourse against them, PROVIDED they cooperate in the criminal investigation. Their failure to comply with this request will result in a criminal complaint filed with IC3 for obstruction of justice. Their cooperation will be greatly appreciated.

The ONLY thing I want from you is a letter or form showing the total sales that were made of item CD/939249123. Also please designate who sold the product. This information will be provided to IC3 and used in criminal prosecution of the people who sold the unlawfully duplicated product.

Information pertaining to legal remedy for unlawful duplication and sell of a copyrighted product is found here:

<https://www.copyright.gov/title17/92chap5.html>, Chapter 5: Copyright Notice, Deposit, and Registration section: section 501(b) The legal or beneficial owner of an exclusive right under a copyright is entitled, subject to the requirements of section 411, to institute an action for any infringement of that particular right committed while he or she is the owner of it. The court may require such owner to serve written notice of the action with a copy of the complaint upon any person shown, by the records of the Copyright Office or otherwise, to have or claim an interest in the copyright, and shall require that such notice be served upon any person whose interest is likely to be affected by a decision in the case. The court may require the joinder, and shall permit the intervention, of any person having or claiming an interest in the copyright.

If there is any doubt that I am the owner of these registered copyrights please download the list located at link: <http://www.ronsgospelmusic.org/copyrigh.rtf> . Additionally I have attached to this e-mail a list of the 51 copyrights that I have registered with the Library Of Congress. These contain all the songs contained on the cd.

You can also go to my web site and get free downloads of my music. Some of the songs have charted highly in multiple U. S. and international charts.

I will greatly appreciate your help in supplying the sales information because that will prove that cdbaby has unlawfully duplicated my cds and sold them. It will allow a number to be attached to the unlawful income they have acquired. It also will be supplied to IRS to whom I have reported cdbaby.com for not provided proper tax information and undisclosed income. I have no intention of filing any law suit against Walmart.com because I believe they were deceived by cdbaby.com who purported to own the rights. But any attempt to conceal the number of sales of the album will be construed as obstruction of justice and in that case both criminal and civil litigation will be attempted.

Sincerely,

James Ronald Thompson (registered copyright owner) aka artist Ron Thompson

**Section 10. Better Business Bureau on line complaints about Cdbaby.com**

**C D Baby Inc logo**

**C D Baby Inc**

**Music Distribution Companies**

**CD Baby helps independent musicians make the most money from their music through digital and physical distribution, as well as publishing ad... Read More**

**9600 NE Cascades Pkwy**

**Ste 180**

**Portland, OR 97220-6831**

**<https://illustratedsound.com>**

**(800) 289-6923**

**Accreditation**

**THIS BUSINESS IS NOT BBB ACCREDITED**

**Years in Business: 19**

**BBB Rating**

**C+**

**Customer Reviews are not used in the calculation of BBB Rating**

**Customer Reviews**

**★★★★★**

**★★★★★**

**Average of 7 Customer Reviews**

**Customer Complaints**

**27 complaints closed in last 3 years**

**21 complaints closed in last 12 months**

**View Complaints Summary**

**Overview**

**CD Baby helps independent musicians make the most money from their music through digital and physical distribution, as well as publishing administration and social video monetization.**

**Business Details**

**Location of This Business**

**9600 NE Cascades Pkwy Ste 180, Portland, OR 97220-6831**

**BBB File Opened: 10/23/2001**

**Years in Business: 19**

**Business Started: 2/1/2001**

**Business Started Locally: 2/1/2001**

**Business Incorporated: 2/2/2001**

**Licensing Information:**

**This business is in an industry that may require professional licensing, bonding or registration. BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.**

**Type of Entity: Corporation**

**Alternate Business Name**

**CD Baby, Inc.**

**Illustrated Sound Network**

**C D Baby.com**

**Business Management**

**Ms. Christine Barnum, CFO**

**Ms. Crystal White**

**Contact Information**

**Principal**



**Ms. Crystal White**

**Customer Contact**

**Ms. Crystal White**

**Additional Contact Information**

**Fax Numbers**

**(503) 296-2370 Primary Fax**

**Phone Numbers**

**(503) 595-3000 Other Phone**

**Website Addresses**

**<http://www.cdbaby.com>**

**Read More Business Details**

**Customer Complaints**

**27 Customer Complaints**

**Need to file a complaint? BBB is here to help. We'll guide you through the process. [How BBB Processes Complaints and Reviews](#)**

**Most Recent Customer Complaint**

**Complaint Type: Billing/Collection Issues**

**Status: Resolved**

**04/05/2020**

**I am a songwriter that distributes music through CD BABY.. & I would love to think they are a great company.. however.. music streaming is now the major part of my income & I Have been growing my audience on all streaming platforms.. in...[Read More](#)**

**Read 26 More Complaints**

**Customer Reviews**

**7 Customer Reviews**

**What do you think? Share your review.**

**How BBB Processes Complaints and Reviews**

**Most Recent Customer Review**

**Sam D.**

**★★★★★**

**★★★★★**

**04/20/2020**

**The “we handle your PRO registration” is an abject joke. Having less than half of my work registered correctly I can not get ANY response as to why the other works are still not registered correctly. When I do file a ticket the reply is general... Read More**

**Read 6 More Customer Reviews**

**Business Categories**

**Complaints**

**C D Baby Inc**

**Need to file a complaint? BBB is here to help. We'll guide you through the process.**

**9600 NE Cascades Pkwy**

**Ste 180**

**Portland, OR 97220-6831**

**<https://illustratedsound.com>**

**(800) 289-6923**

**Accreditation**

**THIS BUSINESS IS NOT BBB ACCREDITED**

**Years in Business: 19**

**BBB Rating**

**C+**

**Customer Reviews are not used in the calculation of BBB Rating**

**Customer Complaints Summary**

**27 total complaints in the last 3 years**

**of those, 21 complaints were closed in last 12 months**

**Complaint Type**

**Advertising/Sales                2**

**Billing/Collections            4**

**Delivery Issues    1**

**Guarantee/Warranty        1**

**Problem with a Product or Service                19**

**Totals    27**

**27 Complaints**

**Show**

**Sort By**

**Complaint Type: Billing/Collection Issues**

**Status: Resolved**

**04/05/2020**

**I am a songwriter that distributes music through CD BABY.. & I would love to think they are a great company.. however.. music streaming is now the major part of my income & I Have been growing my audience on all streaming platforms.. including apple music & spotify, tidal, napster & more.. recently.. I Received some payments & I Noticed for the month of december I was only counted for 10,100 spotify streams & paid \$32 dollars... when I have the reports from CD Baby analytics & Spotify for artists analytics that tells me, I received more than 120K streams in december.. I'm trying to figure out if this is how we get played .. or is their such a long hold on payments??? & if this is not sorted out & I'm not paid for those streams.. OMG.. What a end CD Baby campaign that will be. I Pray for the best.. but I Can't work this hard.. hire music lawyers.. marketing companies & send so much free merch to fans for not getting paid. I'm so tired of this business.. taking forever to pay.. or never paying at all. Music is business is a mess... someone please tell me when I can collect my streaming royalties. THANK YOU!!!**

**Response**

**04/20/2020**

**Hello,**

**Thanks for getting in touch with us.**

**Here's the breakdown of how often we receive sales reports from all of our digital partners. These time frames are as accurate as I can get since report times tend to vary from partner to partner and from report to report. This is the average frequency for which we typically receive reports from these sites, however we cannot completely guarantee that these times will be adhered to. These sites have been known to report sales sooner than these time frames and they also report sales later than these time frames.**

**Also, remember that it can take 1-3 months to see the first sales reported inside your account from the time your music has first been distributed. During the holiday season or major global situations like the pandemic since the holiday season.**

**I see we just received the first half of January for Spotify. Spotify does not report the 1st to the 30th but more like the 15th to the 15th of the next month. Which can split the stream count when you are reviewing your trending.**

**1 to 2 Months**

**- iTunes (US)**

**2 to 3 Months:**

**- Spotify**

**- Amazon**

**- Google Music Store**

**- Rhapsody**

**- Groove (formerly Zune, formerly Xbox)**

**- YouTube Music**

**Quarterly:**

**- 7Digital**

**- MediaNet**

**- Nuuday (formerly 24/7)**

**- YouTube Content ID**

**- Songtrust**

**-Tidal**

**3 to 4 Months from the end of the sale month:**

**- Deezer**

**In general, if you aren't seeing sales listed in your Account Overview, it either means that no sales have occurred, or that they just haven't been reported to us by the partner sites yet. There is never a set date as to when they will send us the reports so these are general estimates.**

**As soon as they've been reported to us you'll see those funds in your account!**

**Check out this Help Center video if you need help navigating your Accounting Overview page!**

**<https://support.cdbaby.com/hc/en-us/articles/204463889-How-do-I-find-my-Sales-and-Accounting-breakdown->**

**With Spotify for Artists, your trending reports on their platform are updated every 24 hours, while CD Baby is only able to upload this data once a week on our site. Because of this, the trending data between our two sites will not match exactly. This has no effect on how your sales are reported to us, so you will not miss out on any payments owed to you.**

**To view your CD Baby Trending & Analytics, follow the steps on our Help Center:**

**<https://support.cdbaby.com/hc/en-us/articles/217916083-How-do-I-access-my-Trending-Reports-on-CD-Baby>**

**A trending report is exactly what it claims to be, a measure of trends. While you can view some detailed transaction information (tracks/albums downloaded, customer info, etc.), the trending reports will differ from official sales reports.**

**These trending reports should not be used as an indicator of official sales, but these reports come directly from our digital partners and are provided as a helpful tool for all of their content providers. We just download the files and transmit them directly for you.**

**In general trending is just that, trending and not an exact indicator of sales as there are many factors. For the click on trending to count as a stream the person needs to listen to the song for 30 seconds. If they listen "offline" it will be counted as a streams as soon as the customer gets on wifi access and the Spotify app syncs on Spotify. The streams cannot come from any sort of fraudulent account or bots which are computer programs that fraudulently stream content. All streams that count will be from legitimate listeners with accounts on the platform.**

**If you are seeing transactions in your Accounting Overview amounting to just a few cents, note that these very small payments are not actually sales, they are streams or listens. This means through a subscription service such as Spotify or Apple Music, the customer was able to listen to your song. The artist is then paid up to a few cents per listen. It's like a customized internet radio. The listener is sometimes offered the option to purchase the music for a full track price, depending on the site. Please understand no one keeps the music for these small payments.**

**The individual payments from these kinds of streaming sites may be low - sometimes the individual stream amounts don't add-up to a full penny and have to be displayed in your account as \$0.00. Rest assured that these small sums will remain on the back-end of your accounting until they add up to a whole penny, and at that time it will be added to your account balance and paid to you with your other sales. You can see all the**

decimal points if you click on the "details."

Though streams may not always be a large revenue generator, they can be valuable in many ways. Often, customers that use streaming sites are using them as their main source for listening to new music, so they will still tell friends and family when they find music you like, which can lead to additional sales at other retail sites.

I hope that helps clarify things for you, and please check out our help center for more info!

<https://support.cdbaby.com/hc/en-us/articles/209423366-What-does-download-and-streaming-refer-to-on-my-sales-report->

**Customer Response**

**04/22/2020**

**Better Business Bureau:**

I have reviewed the response made by the business in reference to complaint ID \*\*\*\*\*, and find that this resolution is satisfactory to me.

**THANKS TO CD BABY FOR CLEARING THINGS UP FOR ME. I TOTALLY ACCEPT THEIR ANSWERS & TRUST THE COMPANY.**

Sincerely,

\*\*\*\*\* \*\*

**Complaint Type: Problems with Product/Service**

**Status: Resolved**

**03/21/2020**

I want to get paid for my CD baby sales \$16.39 for which I sold. I want this deposited back into my bank.

**Response**

**03/23/2020**

**Hello,**

Your pay point was set to \$10.00 and it looks like you exceed your pay point last week therefore we sent your payment out today, as we pay out every Monday based on your pay point. You will receive a confirmation of this via email and you will see the funds appear in your payment method of choice within 1 to 5 business days.

thank you,

**Customer Response**

**03/23/2020**

**Better Business Bureau:**

**I have reviewed the response made by the business in reference to complaint ID \*\*\*\*\*, and find that this resolution is satisfactory to me.**

**Sincerely,**

**\*\*\*\* \***

**Complaint Type: Problems with Product/Service**

**Status: Answered**

**02/20/2020**

**In Dec 2019 I ordered 2 CD's from them on separate days. Upon further checking of my music collection, they both in fact turned out to CD's I already owned. I was unable to cancel these orders as they were already shipped. However, I was advised: "Hi Rich, Thanks for getting in touch with us. I'm sorry, the shipping department was just too quick and have already shipped that CD. You can however return the disc once you get it for a refund. Here is your tracking number: \*\*\*\*\* Upon receipt, you can refuse the delivery as "Return to Sender," or you can send your return with your sales order number (\*\*\*\*\*) included, to: CD Baby>Returns 13909 NE Airport Way Portland, OR 97230 US Returns can take up to 3 weeks to process after receipt. We will contact you via email when we process your return. We apologize for any inconvenience. Take Care! Elle J." Starting the end of Dec 2019 I have emailed them no fewer than 3 times and called on 2-3 occasions, only to have my emails go unanswered and nobody ever answers the phone. After being on hold for 15-20 minutes the line simply disconnects. Here's one of my many emails to them: "I have been monitoring my CC and have yet to see refunds for both of these orders? As noted below in this email thread I ordered the first CD by mistake and I was advised to "Return to Sender". I did that on 1/7/20. Soon after I received the second order, which after it was shipped I discovered I already had the CD. I received that one on 1/8/20 and "Returned to Sender" the following day on 1/9/20. Upon checking the USPS tracking numbers this is what I found: "Your item could not be delivered to the intended recipient or returned to sender. It has been disposed of by USPS." I don't understand what happened but it doesn't seem appropriate? Please advise." Since writing the above email I have tried twice more via em with no response. I feel I have no choice but to file a claim with BBB**

**Response**

**02/24/2020**

**Hello,**

**On 12/28/2019 you notified us that you ordered the wrong CD's, we responded on 12/28/2019 with tracking information. and the following information,**

**Upon receipt, you can refuse the delivery as "Return to Sender," or you can send your return with your sales order number (\*\*\*\*\*) included, to:**

**CD Baby>Returns**

**13909 NE Airport Way**

**Portland, OR**

**97230**

**US**

**Returns can take up to 3 weeks to process after receipt. We will contact you via email when we process your return. You contacted us on Feb 4th 2020, that you sent the CDs back on 1/7/2020 and the new shipment on 1/8/2020. unfortunately the warehouse never received notice your discs were destroyed by UPS.I will follow up with you with your refund request completed via the email you directly with the details.**

**Complaint Type: Problems with Product/Service**

**Status: Answered**

**02/08/2020**

**When you exchange money in a business deal it is strickly business! No where deos it say in my agreement that the company in whom you paid service for, Has the right to delibrilty do things that do not protein to a professional business deal in which was agreed apond and what they were paid to do. I did not pay for a service to try and test my patience. I paid for a service to get my music to the world! And for me to get paid. This company lures people in by promising everything but not delivery. They feed and rob peoples dreams with thier false promises. They did not wish for me to do well and the only intention they ever had with me in my exchange for paying for a service was to only try to take me out of business! These poeple had no intenitions to help me from the very start of my business relations with them! These people are snakes! Decieving liars and never ever wished to help me at all with my music. Their intenition where to hope that I would fail! They take your money and the only promise they gave me in return. After I continuely told them I was a professional business woman in the begining of every call! They continued to dishonor the fact that I was and continued to treat me like some stupid girl that they can get thier kicks off of. These people are sick! And do not practice good business ethnic's at all.**

**Response**

**02/14/2020**

**Hello \*\*\*\*,**

**I see after you filed this complaint with the BBB, you reached out to us via our Artist Service department and the representative you spoke to assisted you. He sent back your physical stock within your account and comped the shipping fees for you. I see you had two albums with us, one that you had distribution with CD Baby since 2007 and we delivered on the promise to deliver your content to all our digital partners as your aggregator. We continued to provide distribution until 2017 when you cancelled this album from distribution. We have honored all aspects of the members agreement you signed as outlined in the link below:**



<https://cdbaby.com/membercontract.aspx>

You have chosen to end your distribution through us and we have refunded the submission fee for the two albums you have within your CD Baby account and we expedited shipping of your physical stock back to you at no cost.

Unfortunately CD Baby was not able to be the distribution company that was right for you and we do wish you the best of luck in your musical career.

Take care,

Customer Response

02/14/2020

Complaint: \*\*\*\*\*

I am rejecting this response because: In 2017 I notified you and asked you about any money owed to me and asked you if any of my Cd's were sold? Your representative stated that he throw all of my 100 Cd's away that I worked day and night for! This is unacceptable! And it obviously means you cared nothing for my work! I did not tell you to take my music down on spotify or any other place my music was distrusted to! It was most likely was the person in whom who rudely threw away my cd's with out even notifying me! I hope that you know that your representative littary broke my heart to pieces! As my music is more important to me then anyone can comprehend! This set me back for many years! Do you know that we in the Music business are suppose to encourage one anothers gifts and your people continually mock me and my work. You as a company has demenstrated a big lack of disrespect on ones work! You should retriive the calls! And Learn to honor and respect others work! As it took a life time to make! And just because I am different your people have no right to mock me for who I believe in! We should honor and respect all! If I have shown any disrespect on my end it only proves that you should treat others the way you want to be treated. You have treated me awful! And you deserve every word that was written to you! You reap what you sow! And my lack of distespect for this company proves that you have no respect for me or my work!

Sincerely,

\*\*\*\* \*

Complaint Type: Problems with Product/Service

Status: Answered

01/27/2020

About August 2018, I asked CD Baby to takedown all my titles. I had given them permission to distribute 2 songs \*\*\*\*\*, and \* \*\*\*\*\*, to be distributed to two online stores. However, in January 2019 I noticed a song on my Music Report that I did not give CD Baby permission to distribute and can only assume they downloaded from the internet.. I contacted them but they did not reply, regarding this issue. I also noted that they were distributing many of my songs without permission, since the takedown. Also noted they had distributed to many online stores Asian stores that I never heard of and did not give permission. In the latter part of August 2019, I sent CD Baby a Cease and Desist letter but got no reply. I think.

**Response**

**01/30/2020**

**Hi \*\*\*\*\*,**

**Thanks for getting in touch with us I see you also reached out to the BBB about this concern with a different email address. I have looked within your account which you and emails you have sent to us in the past. I see that on Aug 23, 2019 ?11:28 pm? you requested from the email, \*\*\*\*\* to have "\* \*\*\*\*\* reinstated, which we added the album back to your account. Although this album has not been completed yet for distribution.**

**In regards to \*\*\*\* \* (UPC \*\*\*\*\*) this album was not completely removed from all partner sites but the ones listed below on the dates:**

**11/12/19 Loudr**

**11/9/19 Qubuz**

**8/23/19 NetEase Coud Music**

**This is the only live album within your account and is still live with the digital partners. If you would like to have this album cancelled, you can do so in your member account. Please note that this decision is FINAL; we cannot reactivate your album to our digital partners once it's been cancelled.**

**To cancel distribution, please following these steps:**

**Log in to your account at <https://cdbaby.com/>**

**Click on the tab "Album & Singles" at the top of the page**

**Click the "View/Edit" button next to the title for which you wish to cancel digital distribution**

**Expand the "Distribution" section of the Title Overview, and click the "Cancellation Options" button**

**Select "Cancel ALL Digital Distribution" or "Cancel From Specific Partners". If you choose "Cancel From Specific Partners," be sure to select the partners you want to cancel in the section below. (Only the partners you were successfully delivered to will appear on that list.)**

**Click "Submit"**

**If you choose to cancel your album or single, please note that this action is IRREVERSIBLE. Once cancelled, an album or single cannot be reactivated. If you choose to release this album or single again, a new upc barcode and submission will be required.**

**When the cancellation request goes through, we will issue removal requests to the partners you have selected, and deactivate your CD Baby digital sales if applicable. Once issued, the removals can take up to 30 days to process. Your release's page on [store.cdbaby.com](https://store.cdbaby.com), if cancelled, will be deactivated within 1 business day of**

cancellation. NOTE: The form in your account only cancels digital sales.

All this information is in our Help Center in this article for reference: <https://support.cdbaby.com/hc/en-us/articles/210729943-What-if-I-need-to-cancel-an-album-or-single>

I have reached out to the client directly as well to go over cancellation options.

Take care,

Customer Response

02/04/2020

Complaint: \*\*\*\*\*

I am rejecting this response because: the attachments show they have sent me many emails with the same instructions. I did not give permission for cdbaby to distribute my music, so it is their place to takedown my music from their partners.

Sincerely,

\*\*\*\*\*

Complaint Type: Billing/Collection Issues

Status: Answered

12/29/2019

re: Artist: Sin Shake Sin - Missing \$2000 in pub royalties from skipped publishing quarters. Once I (switched to CD baby PRO from BMI in 2017, I had an interruption of publishing royalties for over a year before CD baby began to pay.. once they finally paid.. it was missing the first 2 quarters that BMI stopped paying after the switch. the reporting quarters of 4Q2017 + 1Q2018. I received all my writers portion from BMI, so I knew what to expect publishing wise.. and those two quarters were skipped over. I've been a constant support loop from CDBABY which takes them 8 weeks to get back a ticket response to me everytime.. In 8 week intervals over the past year, I've had 3 people tell me those 2 quarters were somehow further delayed but would be paid, ..THEN.. 2 support people tell me I've already been paid it (which I haven't), and THEN eventually 2 people tell me it is BMI's responsibility to pay those quarters (which it isn't)... to which I forward to BMI for further clarification - no response. I call, they just tell me to email. No response. HERE IS BMI's RESPONSE: "there may be a simple misunderstanding here. We received the letter from CD Baby and updated your works around March 2018 to add CD Baby as your administrator. To quote CD Baby per your email... "so we began administering for you at the start of quarter 2 2018, which is April of that year." April 2018 is within the Q4 2017 tracking period. BMI pays for performances on a three quarter delay. So CD Baby started collecting your publishing and was paid for your publishing starting in our Q4 2017 distribution which was paid on June 15, 2018. Future Hits' last statement for the songs in question was Q3 2017 paid on March 16, 2018. So while we don't know when you started receiving payment from CD Baby for your publishing, it should've been some time after June 15th 2018 which is when CD Baby was paid for your Q4 2017 performances. " BMI PROVING CDBABY IS RESPONSIBLE. This...is..fraud

**Response**

**01/02/2020**

**Due to the holidays we did not get a response back from our partners that work with publishing in a timely manner. But we had a supervisor with our publishing team reach out to the artist for additional information so we can investigate the royalty collection in question.\**

**Thank you,**

**CD Baby**

**Customer Response**

**01/08/2020**

**Complaint: \*\*\*\*\***

**I am rejecting this response because:**

**PER BBB's rule for me to accept/reject within a certain amount of calender days, I gave CDBABY the longest window allowed to resolve this.**

**They mentioned being "slow due to the holidays" but the holidays don't last 2 years... and that's how long they have been ignoring my requests for them to fix this fraud. Miraculously, after the BBB complaint, they reached out saying they would help... asked me to send them BMI statements so they could see what all was missing.. (I had previously suggested this to them a year ago.. with no response)... so, within hours.. I gave them all relevant statements.. and even showed them specific easy to spot cases where \$500+ is owed to me by them for just ONE line on ONE statement that BMI proves.. and furthermore over \$1,000 on another statement, etc.. it's been 6 days since I sent that over and we're back to no response.**

**THIS IS SO EASY TO PROVE ... IT'S A CLEAR CUT AGREEMENT... I OWN MY PUBLISHING... THEY ARE MONITORING IT... THEREFORE.. THEY OWE ME WHAT BMI HAS PAID ME AS A WRITER - AND MORE... I can only imagine the hundreds of other people that DON'T have decades of experience with this and don't look into the specifics.. and what all they are OWED and don't even realized it... (and once they do.. CDBABY ignores them hoping they'll go away)... the months of no communication, the YEARS in delay of payment which they try to pass off as normal, the contradicting responses once you do wait months and get one back, is BEYOND unprofessional.... the archaic spreadsheet they provide is ridiculous compared to everyone else in this business of pub admin.. and the withholding of thousands of dollars of my royalties is nothing short of FRAUD.**

**I need this resolved NOW! I've been fighting for this 2 years.**

**I'm now signed, going on a radio tour in March, and can't wait to make it my goal to tell every audience I have to boycott CDBaby and tell in detail what they have done to me.**

**BBB - thank you so much for what you do. I hope so much for this to be resolved. All they have to do is look in their accounting and pay me what is owed. It is that simple!!**

\*\*\*\*\*

Sincerely,

\*\*\*\*\* \*\*\*\*\*

Response

01/17/2020

\*\*\*\*\*o,

Per our publishing supervisor which has been in contact with the claimant: In regards to royalties for \*\*\*\*\*  
\*\*, I am seeing a \$509.49 payment for "Can't Go To \*\*\*\*\*" that appears on the \*\*\*\*\* report provided by BMI.  
The \*\*\*\*\* publishing report shows a line from BMI for \$433.07 generated by "Can't Go to \*\*\*\*\*." Keep in  
mind, CD Baby takes a 15% administrative cut for our publishing administration services.

15% of \$509.49 = \$76.42.

\$509.49 - \$76.42 = \$433.07

I am not seeing any \*\*\*\*\* \*\* royalties generated prior to your first CD Baby payment that are missing - we  
paid the large amount you seem to be referring to out in the \*\*\*\*\* report.

I have a couple of questions regarding your last statement:

it was well over an entire year of BMI checks before I received any payments from CDBaby... and there's  
easily over \$1,000 in pub due from 1st quarter 2019.. which BMI paid out to me way back on Sept 20th of last  
year..

It takes 9-12 months for us to receive/post the first publishing reports once we begin administering your  
works. After that, domestic publishing performance royalties are paid out a calendar quarter after the writer  
share is paid out through the PRO.

This is why the first report we posted was in \*\*\*\*\* even though you finalized for Pro Publishing in \*\*\*\*\*.

Your last publishing check from BMI including royalties for songs from your "Lunatics and Slaves" album  
was in \*\*\*\*\* , correct? We posted the \*\*\*\*\* report in October of 2018, which was on schedule.

I attached a spread sheet. The left hand side shows the amount of publishing performance royalties paid out  
to you for each quarter. It also shows the total paid out for the songwriter share of performance royalties from  
BMI. The red number is what that amount would be, less our 15%.

Starting with the \*\*\*\*\* report, we paid out more than \$500 than BMI did - but only because that report  
included royalties that were generated in previous quarters - these royalties were already paid to you from  
BMI by the time it was paid to us, and posted to your CD Baby account. This trend continues for another  
calendar quarter, until we stop receiving pre-\*\*\*\*\* royalties from BMI in \*\*\*\*\*.

You'll notice that BMI paid out \$267.05 for \*\*\*\*\* , and we paid out \$240.32 in the following quarter. This is  
when the quarterly payments start to line up with my previous statement; domestic publishing performance

royalties are paid out a calendar quarter after the writer share is paid out through the PRO.

**Complaint Type: Problems with Product/Service**

**Status: Answered**

**12/10/2019**

For 5-6 months now we have been struggling to get CD Baby to correct a typo on our music album, where one of the streaming partners misspelled our artist name as "\*\*\*\* \* \* \*" instead of "\*\*\*\* \* \* \*". We first called CDBaby about this mistake on June 20, 2019 and as of today (Dec 10, 2019) it is still an ongoing issue, and not completely fixed (the Topic Channel has apparently been corrected, but not the publicly-visible playlists). Since June 2019, me or my manager/business partner have either emailed or called CD Baby a dozen times, even getting to Michelle in the Escalation Dept. Every response from every single person we've ever talked to there has been the same: they promise to fix it, and then they never do. One time a phone rep named Anthony even deleted Channel Monetization on our entire account by mistake! Then that was a big hassle to re-enable it (which they still haven't done that either by the way).and STILL the typo issue is not all the way fixed. The ineffective customer service from CD Baby has been so badly inept that it's hard to even put into words what a disappointment this has been dealing with being lied to over and over again. We asked for a refund on Dec 3rd and haven't heard a peep back from them yet. Right now we're wondering if maybe we should hire an attorney? If CDBaby can't fix the simple problem, then just give us our money back and we will call it good.

**Response**

**12/23/2019**

Hello,

June 15 - artist reports the issue with the Youtube topic channel misspelling of their name. One of our reps. tried a separation request on June 20. That the partner did not accept, so on June 24th the same rep. requested a metadata update with the partner. November 11 the artist called asking to get it corrected. Another Rep. sent him the info on how to cancel a specific partner, artist wrote back and our rep. cancelled all his content ID to get the issue sorted.

Couple of days later he calls and gets escalated with one of our supervisors. We re-requested the topic channel be removed. The supervisor reviewed the channel was deleted, if you search it, it still comes up, but all the videos are showing as "Video unavailable."I have issued a refund for the submission fee for the album that was in question and for the delay in the process of receiving an outcome. A confirmation email will be sent out to the artist shortly.

thank you,

**Complaint Type: Problems with Product/Service**

Status: Answered

12/03/2019

I am a german artist and singer and have my own company that produce my songs,videos that is singed and composed all from me. For all Music, pictures, Videos we have licences. That can be proofed. I am also the singer of all album and singles. On all Album its also my picture to seen. This also can be proof at anytime. All songs are also registered from me at \*\*\*.com. I am also a member of \*\*\*.com me and my company have paid over 700 USD to CD Baby to distribute my Songs. Over 5 Albums and over 10 to 20 Singles has been distributed over CD Baby. We have a running marketing campaign on Radio Stations, Social Media and other Plattforms with a Value of over 21 000 USD. We can proof that any time.CD baby has just locked our account today with the following message We were recently contacted by another digital partner who reported abusive amounts of streaming associated with your content.After examining the streaming statistics of your albums internally and with our partners, we have decided that we are no longer able to work with your releases, and have removed them from distribution to avoid further complaints from our streaming partners.Your account has been closed, and funds accrued due to abusive streaming will not be paid out as we may be forced to return them to our streaming partners to compensate them for losses associated with this abusive activity. After that i have contacted a lawyer for Entertainment. He told me to contact CDbaby again with a Demand Letter and to Complaint a Form at BBB. .If this dont helps he recommend me to contact him again and make a list of all our claims of damage that we have for every day. So i wrote to them an email to unlock our account immediately. Until now they have not respond. The suspension from CD Baby would cause us enormous damage.Me and our lawyer saw that they have numerous complaints on the Better Business Website. So we seem not to be the first Victim

Response

12/10/2019

Hello,

CD Baby will no longer be doing business with your content due to your account being linked fraudulent activity. We received multiple partner disputes of fraudulent activity such as streaming abuse which puts you in breach of the contract you signed with CD Baby. We have issues removals to all the digital partners that currently carry your content. Pursuant to the terms of our members agreement, the content will come down off all partner sites within 30 days of the removal being issued.

Your account is currently on hold and will not be accessible. Funds accrued due to fraudulent activity will not be paid out as we may be forced to return them to our partners to compensate them for losses associated with this abusive activity or to the original copyright owner.

Please refer to the CD Baby Member Agreement you signed with us, including Section 10(b) - <https://members.cdbaby.com/membercontract.aspx>.

Customer Response

12/10/2019

**Complaint: \*\*\*\*\***

**I am rejecting this response because:**

**I read the contract and the reference to Section 10b. None of the points apply here. None of these issues affect me. Our content: (i) is NOT patently offensive, pornographic or defamatory; (ii) it is NOT the subject of a dispute between you or us and a third party; (iii) is NOT a content which we cannot document our rights therein upon CD Baby's request; (iv) it has NOT violated the intellectual property rights or other protected interests of a third party; (v) is NOT the subject of a takedown notice by a party claiming to own the rights therein, and it is also NOT the subject of any fraudulent activity.**

**we have a contract with CD baby for one year. We deny the allegations and have no idea even what you consider abusive so we could have complied. CD Baby violates copyright law and commits breach of contract. This is a criminal offense that will soon be prosecuted by our lawyers. Should I not hear anything from my messages that I have already sent to the CEO I will also file criminal charges with the police and the FBI for suspecting fraud against the CEO of CD Baby.**

**All of my songs belong to me. I have sent CD Baby and the CEO today a picture with me and my ID Card and also a Video Mail for the CEO. All of my albums and singles are shown Picture with me and my voice. Also the production company of all my songs are registered and belong to me and my name I am the artist, licence owner of music, pictures, songs. I have also registered all of these songs at \*\*\*.com as Songwriter AND Artist. We have also a running marketing campaign. There has never been any fraudulent activity on my part or persons associated with me. This is hereby affidavit assured.**

**In advance, I had already contacted online a lawyer about the situation. He informed me that there are already several victims. Victims who are equally affected can immediately contact me and my productions company at lawyersection@gmxmails.net. If BBB wants to have any proofs of that I can send that immediately. The message that CD Baby have been sent here is a mass message that was sent. My case was not covered by them. It's a standard message that they send to most of critical customers or complaints.**

**There is no evidence for the allegations on the part of CDBaby. CD baby commits breach of contract. That alone should also be a reason that future customers avoid a business relationship with CD baby because they do not comply with the applicable contracts.**

**Sincerely,**

**\*\*\*\*\***

**Response**

**01/10/2020**

**We received notification from our partner sites that the content within your account was generating fraudulent streams on some of our partner sites. We were also notified from our sync partner that the views on youtube were connected to fake youtube accounts. The last piece which was that the account holder is connected to a streaming abuse site [https://www.quora.com/profile/\\*\\*\\*\\*\\*](https://www.quora.com/profile/*****), which fields questions about generating fake traffic, and links to a site, which sells software to manage fake social media accounts and engage in streaming abuse.**



Pursuant to the terms of our member agreement, we have cancelled distribution including acting as your publishing administrator of this content as you have violated the terms of the members agreement.

<https://members.cdbaby.com/membercontract.aspx>

When the Pro Publishing administration agreement is terminated for one or more su\*\*ssions, we will relinquish our claim to the publishing for the works included on those su\*\*ssions. It can take your PRO until the end of the quarter to process our relinquishment, after which they will remove our name from the songs you su\*\*tted for Pro.

The concern is not related to any question on whether the content is yours, copyrighted by you or that you are who you say you are.

The issue is that CD Baby was contacted by our digital partner who reported abusive amounts of streaming associated with your content. After examining the streaming statistics of your albums internally and with our partners, we have decided that we are no longer able to work with your releases, and have removed them from distribution to avoid further complaints from our streaming partners.

Your account has been placed closed, and funds accrued due to abusive streaming will not be paid out as we may be forced to return them to our streaming partners to compensate them for losses associated with this abusive activity.

#### Customer Response

01/10/2020

Dear Sirs, Madame

In the next few days I will consult a lawyer and explain the situation to him. For the rest, I refer to the default interest that arises every day that CD Baby makes no payment. We are aware that CD Baby has received withdrawals that belongs to our artists and has retained them.

For this we will charge default interest per day. Likewise the costs for our lawyer and other claims for damages. If you think it will be so easy, you are wrong.

We will go to the Supreme Court to clear up these outrageous accusations. I have nothing to do with this post, not have I committed any fraud. I will not leave these accusations alone and therefore I am going to employ a lawyer in Oregon. Oregon because it's the headquarters of the company.

Should there be a court hearing against the company CD Baby I will name BBB as a witness and the correspondence we have done so far. At the latest in court it will be shown that this post was never opened by me, nor have I committed any fraud.

If the previous payments have not been received by February 1, 2020, I will contact a lawyer in Oregon. I also reserve the right to file a complaint with the police about the allegations. Here too I will name BBB as a witness to the correspondence to date.

**You can then prove in court that I opened this post and that I committed fraud. If this does not happen and I am 100 percent sure that it will not because I have not committed this post or a scam, I will sue you for damages and the reputation murder against me.**

**Sincerely,**

**\*\*\*\*\***

**Complaint Type: Billing/Collection Issues**

**Status: Answered**

**12/01/2019**

**This company is allowing 2 of their artist to use my song \*\*\*\*\* without permission. I demand you remove the song from all digital platforms and cease collection of the record with the PRO's. The company has not cancelled my PRO in their system as I have requested. I believe some of you have willfully infringed on my rights under 17 U.S.C Section 101 et seq. and could be liable for statutory damages as high as \$150,000 as set forth in Section 504(c)(2) therein US. I demand you immediately cease the use and distribution of all infringing work stated above, and if applicable, all unused undistributed copies of same, or destroy such copies immediately and that you desist from this or any other infringement of my rights in the future. If I do not receive a response by Thursday, December 12th, 2019 affirming you indicating that you have fully complied with these requirements, I shall take further action against you. I also demand you forward all royalties that have been generated by your companies and the other parties to : \*\*\*\*\* along with the complete statements. Please be advised under 17 U.S.C Section 101 et seq. I plan to exercise my full right for statutory damages as high as \$150,000 as set forth in Section 504(c)(2) therein US. These records were paid for through me \*\*\*\*\* the owner and CEO of \*\*\*\*\***

**Response**

**12/10/2019**

**Hello,**

**Thank you for contacting us! It actually appears you reached out to our legal team after filing the BBB dispute. You are currently in discussion with our legal team in accordance with the rights dispute and DMCA process for any content that there is a rights dispute. The CD Baby legal team is assisting you with your needs and I would recommend continuing the conversation of the dispute and resolution with them.**

**Thank you,**

**CD Baby**

**Customer Response**

**12/10/2019**

**Complaint: \*\*\*\*\***

**I am rejecting this response because: they have failed to issue takedown request to digital distribution partners and are in non compliance with DCMA. Statements and monetary relief requested.**

**Sincerely,**

**\*\*\*\*\* \*\*\*\*\***

**Customer Response**

**01/21/2020**

**Complaint: \*\*\*\*\***

**I am rejecting this response because:CD Baby refuses to pay what was collected by them from the streaming platforms. I offered to settle all matters however they choosing to have the artist pay me even though I have more issues with them then these 3 songs.**

**I am taking this issue up with cd baby the company who I know have the funds. You will be sued for distributing the work. I never entered agreement with the artist, you put it out so your responsible. I demand my funds be sent immediately. Lawsuit will be filed soon if not. I can't accept your response, what if the artist does not send back the money or it takes longer then I am willing to wait? That's not going to work, I'm notifying you that you need to pay me directly and you can collect it from whoever you gave it to. It's not my fault you set up a service which allows people to steal music and I shouldn't be penalized waiting for your actions. Your a big company that makes a lot of money, and I will ask a judge to penalize you extra if we have to go to court. I'm not signing any settlement unless it's with cd baby. Not a artist. My issue is with your company. I'm not taking it up with broke artist I'm going after the big cooperation we're the money is and I know I can collect. So this my last warning.. if I wait it will go to a federal court and I won't be willing to settle. Do you want to pay me or should I file? If you don't pay and settle by 1/31/20 I will file a federal suit against you. 1. I have hired two more attorneys. One in New York. I now have a team of lawyers. Not just 1.**

**2. If you don't pay me my \$3,288.61 and another \$37,500 for the infringement when I file my lawsuit I will add another 18 copyright violations. (See I told cd baby cancel publishing for \*\*\*\*\* and \*\*\*\*\*) but it didn't happen until a couple years later just recently.**

**3. You can settle everything for the small amount of \$3,288.61 + \$37,500 and I'm willing to dismiss my complaint about those other accounts. (If you don't then I'm going to sue you for \$2,850,000 + \$3,288.61)**

**That is for \*\*\*\*\* \*\*\*\*\***

**\*\*\*\*\* - dance and did it for me**

**\*\*\*\*\* - gold girls and glory.**

**The choice is yours. This is my final offer, do you accept it or not. Keep in mind if you choose to gamble and roll the dice you could be liable to repay all my attorney fees. Companies like to wait to settle until you file, however I will make it a point to take the case all the way to a ruling. You should google me "\*\*\*\*\* \*\*\*\*\*" I've argued 4 federal cases myself! This mean if I wanted I could sue you for only \$400 but since your a**

company you have to pay a lawyer and if you check pacer you will see I can keep a case going at least 6 months. Do you want to pay your attorney the \$40,000 instead? Because that's what legal fees would cost you! Don't be stupid. If you don't settle for a little you will end up paying your lawyer, my lawyers! (Multiple) the balance owed and penalty. Just for clarity for \$40,788.61 total I'm willing to settle everything with cd baby. That includes (\*\*\*\*\* and \*\*\*\*\*) you can fully close both accounts add those 2 small amounts to this payment. The only thing after that would be to forward me any royalties collected over the next year for publishing on these records which you were doing anyway. And I won't have any further business with cd baby. All I ask is that you monitor your releases more closely so that my music isn't on your platform and we won't ever have to go thru this again. See now that I'm a signed artist I don't have to pay you to upload I have a manager named \*\*\*\*\* at the \*\*\*\*\*. The reason I'm tripping so hard is because my contract says if I get strikes from claims Sony can take it out my money or sue me. So I have to apply pressure to you to fulfill my contract. These royalties I'm collecting were from before I was signed which just took place right before I contacted you at the end of last year. I sent 3 messages before this one in response to your attempts to get it from the artist but I would like you to know that it's unfair your attempting to make your artist settle with me when I was doing that for other accounts you breached as well. It's also illegal, I'm sure you don't want the artist knowing you trying to get him to pay what you owe. I could tell him? Unless you choose to settle this...

Sincerely,

\*\*\*\*\*

Response

02/06/2020

CD Baby has complied with all the DMCA process once the claimant notified CD baby through our legal channels of the infringement claims. We have provided all documentation, cancellation information and the total sales information we have received from all partners.

On Saturday, February 1, , \*\*\*\*\*, the claimant, sent a PDF letter. The first line said "My company is requesting all e-mails to cease and desist, and for formal written correspondence to be made by mail only to the address listed above on this letter."

The claimant prior to this contact on 2/1/2020 this claimant has reached out to CD Baby with:

\*\*\*\*\*  
\*\*\*\*\*

Cancellation of PRO: We wrote to them December 9, 2019:

1. Publishing Administration.

Researching the email addresses you are currently using with our service, I found that on 4 October 2017, you contacted us from \*\*\*\*\* (which, at the time, was not associated with any account you had with us), and wrote:

"why isnt my cd baby pro cancelled? "

Our Artist Services team responded on 9 October 2017, asking for more information so we could locate your

account, since at that time the email address \*\*\*\*\* was not associated with either of your accounts at that time. We are not showing that we received a response to that request.

With the receipt of your message earlier this week and our ability to effectively locate your accounts, we have terminated the publishing administration on your titles. \*\*\*\*\* requested the relinquishment of your tracks on December 2, 2019, and confirmed this with you by email.

We learned that yesterday, January 21, 2020, our publishing administration team fully canceled and terminated your songwriter IDs in our system, which prompted the Letter of Relinquishment you were sent with that date.

On Jan 20th our legal team reached out to you with the following: In regards to the \*\*\*\* \*\*\*\*\* and \*\*\*\*\* using the same beat, and each artist was trying to claim the funds.

Our Content ID team investigated the \*\*\*\*\* track. They see that the asset (\*\*\*\*\* ) which was claiming the videos in those screenshots was 94% excluded due to a reference overlap with \*\*\* \*\*\*\*\* , and had been in dispute since the \*\*\*\*\* track was first distributed. This is essentially an ownership conflict since both companies were trying to administer for the same track. Because there was a large portion overlapping with the same song at \*\*\* \*\*\*\*\* , the funds have been held in escrow until the overlapping segment was excluded on our end, which happened on 14 January 2020, the typical 30 day time frame after content is removed from Content ID, which we did when you notified us of the dispute. At this point, any revenue that was earned would now be sent to \*\*\* \*\*\*\*\* .

We are reaching out to our account holder who was paid \$3,288.61, asking for a return of those funds. We intend to forward them to you at that time. We have similarly relayed to them your offer of settlement. We will follow up with you when we hear back from them.

On Jan 17th we reached out to the claimant with totals for each UPC, I had attached these with the last response to the BBB that the claimant rejected.

I've attached three spreadsheets with the lifetime sales numbers generated by the track "\*\*\*\*\* \*\*\*\*\*."

UPC \*\*\*\*\* , track 11 "\*\*\*\*\* \*\*\*\*\*" on the album "\*\*\*\*\* \*!" Total revenue on this track: \$3,288.61.

UPC \*\*\*\*\* , track 7 "\*\*\*\*\* \*\*\*\*\*" on the album "\*\*\* \*\*\*\*\* ." Total revenue on this track: \$6.61.

UPC \*\*\*\*\* , track 1 "\*\*\*\*\* \*\*\*\*\*" on the album "\*\*\*\*\* \*!" Total revenue for this track \$0.01.

If you need account holders' contact information to follow up with them regarding these revenue numbers, please let me know. The accounts are currently on hold, but most of the funds have previously been distributed to the respective account holder.

Those revenue numbers may increase over the next 3-6 months, since digital partner reports are received for several months after a title is pulled from distribution.

From communications earlier this month, I understand that you have come to an agreement with the account holder for UPC \*\*\*\*\* (\*\*\* \*\*\*\*\* - Expensive). That UPC was removed from distribution prior to our

being alerted that you retracted your dispute claim on that UPC. As I've let you know, sales numbers for the brief period of time that UPC was live will take 3-6 months to arrive.

Also, that account holder (\*\*\*\*\* \*) is in the process of attempting to resubmit; however, the first version (\*\*\*\*\*) should not have gone out because our distribution service is not able to send the track to our partners without an original signed artist agreement with Future, given the stature of that artist. \*\*\*  
\*\*\*\* may be in contact with you regarding the documentation needed for him to utilize the license he purchased for redistributing that single.

At this point we have completed the DMCA, cancelled all content within the DMCA process and provided all documentation, sales information and contact information to the claimant for the account holders that were in connection with the DMCA process and all communication connected. Any further communication with this claimant as requested we are moving forward with only having communication via written letter rather than email. The communication with the BBB is not the CD Baby legal team and the communication in regards to the claimants additional requests and compensation requests are handled between CD Baby legal team and the claimants legal team via mail as requested by the claimant.

**Complaint Type: Problems with Product/Service**

**Status: Answered**

**10/20/2019**

3 months ago, I Registered an account On the CD Baby's website where I Payed and uploaded several of my music. All my Music got delivered and had been distributed on multi-platform including YouTube Content ID. As soon as i registered the account i put my Payoneer account refer to the refund section. And it reveal the setup Completed. On 1st Oct 2019, I Logged in as usually and checked the revenue tab in which I found more than 5K+ USD From YouTube royalty fee for my music "Spiral Ladder - Code Zts Label" and next few day i got another 7K+ USD From YouTube royalty fee. As CD Baby claims that They refund the money every Monday. But They never transfer the money to my Payoneer account. And then, on 15/10 2019, They blocked my account and won't let me login ,I can't neither reset the username or password use the email i registered I contact them through The email but they never reply, However, It still got advertisement from them and the "someone bought your song" notification even today i got 2 email from them. I Can't login to my account and i've been trying to send them email these days and keep trying reset my account but no result. Money isn't transfered to my account neither!

**Response**

**10/25/2019**

CD Baby will no longer be doing business with the claimants content due to your account being linked fraudulent activity, multiple partner disputes and streaming abuse. These actions are in direct violation to our members agreement that was attached below. The account holder could not verify they were the copyright holder for the content within the account and due to this we were required to lock the account. Issued removals to all the digital partners that carry your content. Pursuant to the terms of our members agreement, the content was taken down off all partner sites within 30 days of the removal being issued.

our account is currently on hold and will not be accessible. Funds accrued due to fraudulent activity will not be paid out as we may be forced to return them to our partners to compensate them for losses associated with this abusive activity or to the original copyright owner.

Please refer to the CD Baby Member Agreement you signed with us, including Section 10(b) - <https://members.cdbaby.com/membercontract.aspx>.

#### **Customer Response**

10/26/2019

**Complaint: \*\*\*\*\***

**I am rejecting this response because:**

Sincerely, They just saying this saying that, with no prof.

And what most importantly, The music were uploaded 3 months ago with no issues at all. Only claimed by them when the account reached a 12K revenues.

I didn't register the copyright for the music for which i payed and uploaded on the platform. That time they said nothing.

They were still selling the music util BBB gave them the complaint.

\*\* \*\*\*\*\*

BBB Business Profiles may not be reproduced for sales or promotional purposes.

BBB Business Profiles are provided solely to assist you in exercising your own best judgment. BBB asks third parties who publish complaints, reviews and/or responses on this website to affirm that the information provided is accurate. However, BBB does not verify the accuracy of information provided by third parties, and does not guarantee the accuracy of any information in Business Profiles.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

**Section 11. Cdbaby.com's version of Life Time History of sales of my account with them.**