

July 27, 2009

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
[Copy By Priority Mail with CD Enclosed]

BAD BOY RECORDS, LLC
1710 BROADWAY
NEW YORK, NY 10019
ATTN: LEGAL DEPARTMENT

ATLANTIC RECORDING CORPORATION
1290 AVENUE OF THE AMERICAS
NEW YORK, NY 10104
ATTN: LEGAL DEPARTMENT

CHRISTIAN DAVIS STALNECKER
SLY DOGGIE PRODUCTIONS
1607 N. EL CENTRO AVE., #7
HOLLYWOOD, CA 90028

Re: Claim for Unauthorized use of Composition/Copyright Infringement/Breach of Contract.
Infringing Song Title— “Just Getting Started” performed by DAY 26.
Infringed Song Title- “I’m Just Getting Started” performed by Kirby Shields.
(Collectively the Infringing Song and the Infringed Song are collectively referred to as the “Song”).

To Whom It May Concern:

This firm has been retained by Kirby Shields (“Shields”) to investigate and ultimately resolve the above claim for unauthorized use of composition; copyright infringement; and breach of contract (the “Claim”). Shields has provided us with preliminary information that supports the Claim against Christian Davis Stalnecker d/b/a Sly Doggie Productions; Bad Boy Records/Atlantic Records; and possibly other parties not yet identified (collectively, the “Infringers”). We are aware that claims of this nature are not always intentional and can sometimes be resolved through dialogue, so at this point we are more concerned with opening discussions and hopefully resolving this matter amicably. The following are the facts, as I

understand:

1. Shields and Christian Davis Stalnecker ("Stalnecker") entered into an agreement for the writing, production and recording services (the "Services") of Stalnecker for an album entitled the "Kirby Shields Project". A written agreement (the "Agreement") was entered into on or about November 29, 2007 and executed by Stalnecker on February 14, 2008. Attached hereto as Exhibit 1 and incorporated herein by this reference is a true and correct copy of the Agreement.
2. Shields paid to Stalnecker a fee of Thirty-Thousand-Five-Hundred Dollars (\$30,500.00) to complete and deliver to Shields thirteen songs including a song entitled "I'm Just Getting Started" (See Exhibit A, song number 5 in the Agreement).
3. The Agreement is a "work made for hire" agreement and the copyrights in and to the songs listed on Exhibit A of the Agreement are the sole property of Shields (See "Work Made For Hire" paragraph in the Agreement).
4. The last sentence of the "Work Made For Hire Paragraph" states in pertinent part: "...in no event shall Producer [Stalnecker] resell, reuse, or profit in any way from subsequent use of the Masters without the express written consent...of Artist [Shields]".
5. The Agreement contains a "Re-Recording Restriction" that states in pertinent part: "Producer agrees that the Master(s) are exclusively produced for Artist and that Producer shall not produce the same or same Master(s) hereunder for any other person, firm or corporation, for the purpose of producing master recordings or other products or devices derived therefrom".
6. On March 29, 2009, Stalnecker posted on his website at www.slydoggie.com an announcement that Day 26 was releasing an album that included the Song. Attached hereto as Exhibit 2 and incorporated herein by this reference is a copy of the announcement posted on www.slydoggie.com.
7. The album by Day 26 entitled "Forever In A Day" was manufactured and distributed by Bad Boy Records/Atlantic Records (released April 14, 2009), embodying the Song. According to recent Billboard charts, "Forever In A Day" reached number 2 on the US Billboard Charts and number 1 on the R&B Billboard Charts. Our research also shows that "Forever In A Day" has also achieved Soundscan numbers more than Two Hundred Thousand units sold.
8. The Song listed on Day 26's sophomore album as "Just Getting Started" is the Song listed as Exhibit A of the Agreement ("I'm Just Getting Started"). Attached as Exhibits 3 is a copy of the lyrics of the Song as performed by Day 26 copied from the internet compared to the lyrics of the Song on Shield's album.
9. Comparing the Song from Day 26's album and listening to the Song recorded by

Shields, it is clear that both the lyrics and composition are mostly identical and that Stalnecker provided to Day 26 the exact same Song that he had already sold to Shields pursuant to the Agreement. To strengthen the credibility of the Claim, and show the indisputable replication of the Song, I am enclosing a CD that compares the Day 26 Recording with the Shields Recording that was recorded on or about August 2007.

10. Stalnecker breached the terms of the Agreement and infringed on Shield's copyright without the permission of Shields and without notice of any intent to enter into agreements with third parties for use of the Song or compensation to Shields whatsoever.
11. It has come to Shields' attention that Stalnecker has also sold other songs created for Shields pursuant to the Agreement to other parties without permission. It is clear that Stalnecker's actions are intentional and without regard to the rights of Shields or third parties that he has undoubtedly misled third parties into believing that they have the rights to the songs referenced as Exhibit A of the Agreement.

The facts that we have confirmed indicate that Bad Boy Records/Atlantic Records may not have been aware of the Agreement and may not have intentionally used the Song without authorization. Unfortunately, Bad Boy Records/Atlantic Records and its affiliates are currently promoting and exploiting the Song, which clearly violates our client's rights. In light of the foregoing, this letter shall serve as official notice to Bad Boy Records/Atlantic Records and its affiliates that it must immediately cease and desist from any further sale, reproduction, distribution, public performance, derivative creation, advertisement, marketing, and promotion of the Song. We expect Bad Boy Records/Atlantic Records to inform all third parties who are currently engaged in such activities to also immediately cease and desist until this matter is resolved. This includes, but is not limited to, ceasing all radio performances, video performances, download sales, internet streaming, licensing activities, ring tone sales, or any other exploitation of the Song. If we continue to see unauthorized activities it will only be proper for us to serve notice of this claim to such third parties so that they can avoid being liable if this matter is forced to proceed to litigation.

We have discussed attempting an amicable resolution with our client and such amicable resolution can only be achieved by promptly contacting us upon receipt of this letter. In the meantime, this letter serves as our client's notice to you and all entities involved that any and all royalties or other income derived from the Infringing Album or the Song must be suspended and held in escrow until a resolution is reached, including, but not limited to, any licensing fees, mechanical royalties paid by Bad Boy Records/Atlantic Records, performance royalties paid by ASCAP or BMI, or any other income.

This letter shall serve as the official notice of copyright infringement as required under the Copyright Act [17 U.S.C., Section 501]. Any reproduction, distribution, sale, or other exploitation, and/or public performance of the Song subsequent to the receipt of this notice shall constitute willful infringement and trigger the remedies found in Chapter 5 of the United States Copyright Act.

This is not a complete recitation of the facts and circumstances surrounding this matter, nor is it a waiver of any of the rights, remedies, or arguments belonging to our client, all of which are hereby expressly reserved and this letter is written for settlement purposes only and is not admissible as evidence in any forum, tribunal, or court.

Sincerely,



John W. Fagerholm, Esq.
jwfagerholm@fjlawcorp.com

Enclosure (Exhibits 1-3 and CD containing excerpt of the Shields Recording and the Infringing Work)

cc: Client
JWF/jwf

TMZ

TMZ

EXHIBIT 1
AGREEMENT

7meas

KIRBY SHIELDS
C/O FAGERHOLM & JEFFERSON LAW CORPORATION
3500 W. OLIVE AVE., THIRD FLOOR
BURBANK, CA 91505

DATE:

November 29, 2007

PRODUCER'S LEGAL NAME:

Christian "Davis" Stalnecker d/b/a Sly
Doggie Productions

PRODUCER'S ADDRESS:

NAME OF MASTER RECORDING(S): LIST ATTACHED HERETO AS EXHIBIT A

FEE:

\$30,500.00

Dear Christian:

The following shall confirm that Kirby Shields ("Artist") engages the non-exclusive writing, production and recording services of the producer indicated above ("Producer") in connection with the writing and production of the master recording(s) above (the "Master(s)") for the upcoming Artist album tentatively entitled "The Kirby Shields Project" (the "Album").

Consideration: For good and valuable consideration in the amount indicated above (the "Fee"), the receipt and legal sufficiency of which is hereby acknowledged, Artist has paid to you the entire Fee as of October 1, 2007.

Delivery: You agree to complete and Deliver to Artist, at an address designated by Artist, the Masters listed on Exhibit A herein, on or before February 15, 2008.

Royalties: In respect of top-line sales of Albums embodying Masters hereunder sold through normal retail channels in the United States, you shall receive a basic prorated royalty of three (3%) percent of the suggested retail list price, calculated, computed, adjusted and reduced, but not escalated, in the same manner as the royalty payable to Artist. Such royalties will be calculated, computed, reduced and adjusted pursuant to the recording agreement between Artist and his distributor. With respect to other than USNRC Net Sales of Albums, your royalty will be reduced in the same proportion and will be subject to the same terms and conditions as apply to the royalty paid to Artist. If any of our licensees account to us on the basis of less than one hundred percent (100%) of Net Sales, we shall account to you on the same basis.

Work Made For Hire: Artist shall be the sole owner throughout the world of the copyrights in and to the sound recording embodied on the Masters. The Masters, from inception of the Recording thereof, and all Phonograph Records and other reproductions made therefrom, together with the performances embodied therein, and all copyrights embodied therein and thereto, and all renewals and extensions thereof, shall be entirely Artist's property, free of any claims whatsoever by Producer, or any other person. All

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recordings made hereunder shall be deemed a "work made for hire" pursuant to U.S. Copyright Law. In the event it should be determined that the Masters are not a "work made for hire", then Producer agrees that this document shall be deemed an irrevocable assignment to Artist, its licensees and assigns, of all of Producer's right, title and copyright interest, including any and all renewals, extensions, reversions and revised terms therein, in perpetuity, throughout the world. In this regard, Producer hereby grants to Artist a special power of attorney to prepare assignments of copyright in favor of Artist suitable for recording with the United States Copyright Office. This power of attorney is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Artist, its designees, licensees and assigns, will have the exclusive and perpetual right throughout the world: (i) to manufacture, sell, distribute, and otherwise exploit the Masters and any Phonograph Records, including Single Records, Digital Transmissions, Audiovisual Works, and any forms derived therefrom, in any configuration, in any and all media, and by any method now or hereafter known; (ii), to lease, convey, license, use, alter, or adapt the Masters in any media or field of use, now known or hereafter developed; (iii), to publicly perform Phonograph Records whether in television, radio, Audiovisual Works, Digital Transmissions, or in any other reproductions embodying the Masters; (iv) to use the Masters in any of the foregoing in connection with the advertising and promotion of the Album or Records embodying the Masters; (v) to use Producer's name and/or likeness on the liner of records, and such other places as Artist may reasonably require, or refrain therefrom. Artist shall be required to use Producer's name and/or approved likeness on albums, single records and on all other configurations embodying the Masters, and media, including video, and in the advertising and promotion of records and videos embodying the Masters; and (vi) to refrain from any of the foregoing in the sole discretion of Artist. Notwithstanding anything contained herein, Producer shall have the absolute right to use the Masters for purposes of publicity but in no event shall Producer resell, reuse, or profit in any way from subsequent use of the Masters without the express written consent, and such consent shall not be unreasonably withheld, of Artist.

Credit:

Notwithstanding any other provision in this Agreement, Artist shall use his best efforts to accord Producer substantially the following credit on all liner notes and advertisements:

"Written, Produced, Mixed, and Engineered By Christian Davis for Sly Doggie Productions"

Artist's inadvertent failure to comply with the foregoing shall not be deemed a breach of this Agreement, provided Artist shall use his best efforts to cure such failure on a prospective basis.

Mechanical Royalties: Each Controlled Composition embodied on a Record released by Artist shall be licensed to Artist and its designees, licensees and assigns for the United States and Canada at a rate equal to seventy five percent (75%) of the Statutory Rate (without regard to time) on the earlier of the following dates: (i) the date of delivery of

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the Masters constituting the Record concerned; or (ii) the date such Masters are required to be delivered to Artist, subject to a maximum aggregate mechanical royalty of ten (10) times three-fourths of the Statutory Rate for an Album, five (5) times three-fourths of the Statutory Rate for an EP, and two (2) times three-fourths of the Statutory Rate for a Singles Record, or any other Record which is not an Album or an EP.

Re-Recording Restriction: Producer agrees that the Master(s) are exclusively produced for Artist and that Producer shall not produce the same or same Master(s) hereunder for any other person, firm or corporation, for the purposes of producing master recordings or other products or devices derived therefrom.

Accounting: We shall account and pay to you all royalties and other payments accruing pursuant to this for the use by us, our licensees, and assigns, of the Masters, against which all Advances and any other recoupable charges paid to or on behalf of you shall be recoupable. We will account to you within sixty (60) days after the end of each semi-annual accounting period ending June 30th, and December 31st, and will send you a statement covering royalties which are payable to you, if any, after deducting any and all unrecouped Advances and chargeable costs under this agreement which we may be required to be repaid to Artist's distributor. No royalty statements shall be required for periods during which no royalties accrue. In computing the number of Records sold, only Records for which we have been paid or credited shall be deemed sold. In that connection you will be subject to the same terms regarding accountings (e.g., as to timing of payments, reserves, foreign sales, etc.) as are applicable to us pursuant to our contract with our distributor. If we make any overpayment to you (e.g., by reason of an accounting error or by paying royalties on Records returned later), you shall reimburse us for it but only to the extent we do not deduct such sums from monies due you hereunder. All royalty statements rendered hereunder shall be conclusively binding upon you and not subject to any objection by you for any reason unless specific objection in writing, stating the basis thereof, is given to us within three (3) year from the date such statement is due. Failure to make specific objection within the three (3) year time period shall be deemed approval of such statement. You will not have the right to sue us in connection with any royalty accounting, or to sue us for royalties on Records sold during the period a royalty accounting covers, unless you commence the suit within eighteen (18) months from the date such royalty accounting is due. Any action, suit or proceeding concerning royalty statements or other accountings rendered to you by us shall be limited to a determination of the amount of royalties, if any, payable to you for the accountings periods in question, and your sole remedy shall be the recovery of those particular royalties, plus interest at the legal rate from the time such royalty accounting is due until the royalty is received, if any. You may, at your own expense, audit our books and records directly relating to this agreement that report the sales of Records for which royalties are payable hereunder. You may make such audit only for the purpose of verifying the accuracy of statements sent to you hereunder and only as provided herein. You shall have the right to audit said books by notice to us at least thirty (30) days prior to the date you intend to commence your audit. Said audit shall be conducted by a reputable independent certified public accountant experienced in recording industry audits, shall be conducted in such a manner

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so as not to disrupt our other functions and shall be completed promptly. You may make such an examination for a particular statement only once and only within three (3) year after the date any such statement is due as provided above.

Miscellaneous: Producer warrants and represents that no Materials, as hereinafter defined, or any use thereof, will violate any law or infringe upon or violate the rights of any person. "Materials," as used in this paragraph, means all lyrics, melodies, musical works and all other musical, dramatic, artistic and literary materials, ideas, and other intellectual properties, furnished and/or selected by Producer in connection with any Masters made hereunder or the packaging, sale, distribution, advertising, or other exploitation thereof. Producer has the right, power, and authority to freely enter into this Agreement without any third party permissions or restrictions, and Producer will at all times indemnify and hold harmless Artist (and any of Artist's respective licensees and assigns) from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach or alleged breach by Producer of any warranty or representation made by Producer in this Agreement, which is reduced to a final judgment or settlement. It is the essence of this Agreement that you specifically waive any right to injunctive relief, or any other equitable relief, with respect to any claim you may assert against Artist arising under this Agreement. Artist may assign any of its rights hereunder to its licensees and assigns. This Agreement has been entered into in the State of California and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within such State. The California courts (state and federal) located in the county of Los Angeles will have exclusive jurisdiction of any controversies regarding this Agreement and the parties hereto consent to the jurisdiction of said courts. The parties hereto intend to enter into a more formal agreement incorporating the terms and conditions contained herein. Until and unless such more formal contract is signed by the parties hereto, this Agreement shall be deemed a binding and fully enforceable contract between Producer and Artist.

Definitions: For purposes of this Agreement:

(a) "Audio Visual Work" shall mean sight and sound Recordings that reproduce the audio performances of recording artists together with a visual image.

(b) The terms "deliver" or "delivered" shall mean Artist's receipt of newly-recorded fully mixed, leadered, sequenced and equalized stereophonic master tapes or digital master, consisting of any and all digital files (i.e., protocols) and other components of a hard drive master that is in proper form for the production of the parts necessary to manufacture Phonograph Records therefrom, technically satisfactory to Artist, of first-class quality, together with a reference disc therefore and all licenses, consents, approvals, label and jacket copy information, credits and other material required by Artist to release records embodying such Master(s).

KIRBY SHIELDS
C/O FAGERHOLM & JEFFERSON LAW CORPORATION
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BURBANK, CA 91505

(c) "Digital Transmission" shall mean any transmission to the consumer, whether sound alone, sound coupled with an image, or sound coupled with data, in any form, analog or digital, now known or later developed (including, but not limited to, direct broadcast satellite, point-to-multipoint satellite, multipoint distribution service, point-to-point distribution service, cable system, telephone system, and broadcast station) that is transmitted on-demand or near on-demand, or where a direct or indirect charge is made to receive the transmission, but excluding the manufacture, distribution and sale of records.

(d) The words "master recording" or "Master" shall mean any recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, that is or is intended to be embodied in or on a Record or DEMD.

(e) The term "Territory" means the universe.

(f) "Mechanical Royalties" means royalties payable to any Person for the right to reproduce and distribute copyrighted musical compositions on Records.

(g) "Records", "phonograph records", "recordings" and "derivatives" mean all forms of reproductions, now or hereafter known, manufactured or sold primarily for home use, school use, juke box use or use on means of transportation, including but not limited to sound-alone Recordings, audiovisual Recordings, interactive media (e.g., CD-ROM), and digital transmission.

(h) "Single" means a Record containing not more than three (3) different Compositions.

(i) "Statutory Rate" means the minimum rate of \$0.091 per composition as of January 1, 2006.

By signing below, you indicate your understanding of, and agreement to, all the aforementioned terms.

Very truly yours,

Fagerholm & Jefferson Law Corporation
Attorney-In Fact For Kirby Shields

By:

John W. Fagerholm, Esq.

KIRBY SHIELDS
C/O FAGERHOLM & JEFFERSON LAW CORPORATION
3500 W. OLIVE AVE., THIRD FLOOR
BURBANK, CA 91505

AGREED AND ACCEPTED

By: 
Christian "Davis" Stalnecker

SSN or Tax ID No. 

TMZ

KIRBY SHIELDS
C/O FAGERHOLM & JEFFERSON LAW CORPORATION
3500 W. OLIVE AVE., THIRD FLOOR
BURBANK, CA 91505

Exhibit A

1. Bay Love
2. Block aint Changed
3. Goodbye
4. I dont wanna hurt you
5. I'm Just Gettin started
6. Keep your Cool
7. Make Me Feel
8. Materialistic
9. Play Me
10. Puppet
11. R U Down
12. So Fly
13. Trust Me

INZ



EXHIBIT 2
www.slydoggie.com

[Content feed](#)

[Comments Feed](#)

Thursday, May 28, 2009



Sly Doggie

Welcome to Sly Doggie

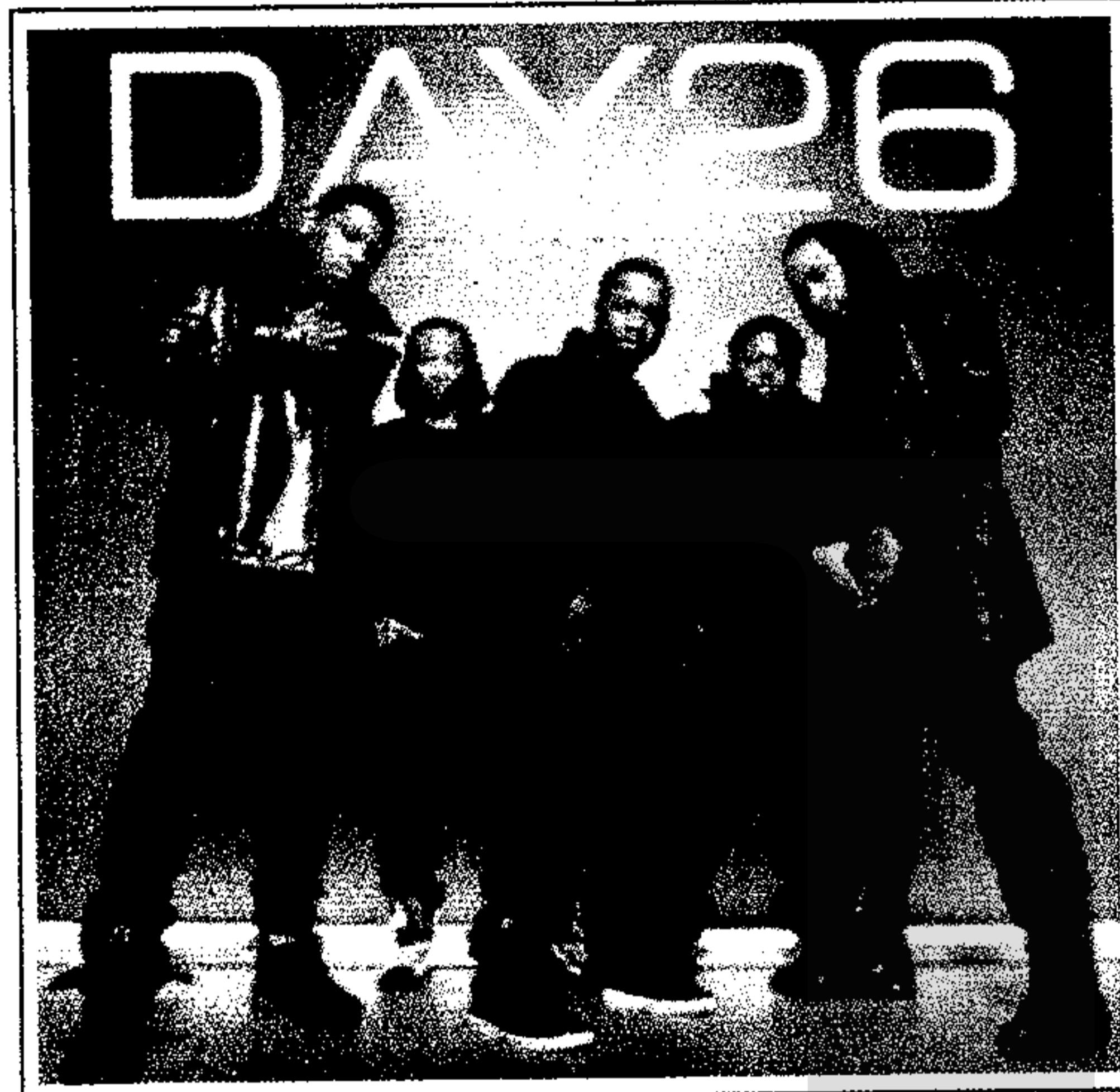


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Christian "Davis" Stalnecker lands lead song on Day26 Sophomore Album "Forever In A Day"

Posted by jasonf On March - 29 - 2009



Christian starts off 2009 in a BIG way. Christian lands a smash with Bad Boy Records recording artist Day26, stars of the hit MTV show "Making The Band 4". The first song on Day26 highly anticipated sophomore album is titled "Just Getting Started", the song was produced by Christian and John The XVI, and written by Christian. Willie Taylor from Day26 says "this is a song that will kill the clubs, Christian is one of the hottest writers and producers I know and we look forward to having this record blow up." The album hit's stores on Tuesday, April 14th 2009, be sure to go out and get your copy, the album is anticipated to debut in the top spot on Billboard. Christian is planning on a big year in 2009 and knows this is just the beginning, after all it is "Just Getting Started".

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[News, Video](#)

Boston Hard Rock..Donnie Wahlberg,Jimmy Marsh, and Christian

Posted by admin
May-5-2009 |



[News](#)

Christian "Davis" Stalnecker lands lead song on Day26 Sophomore Album "Forever In A Day"

Posted by jasonf
Mar-29-2009 |

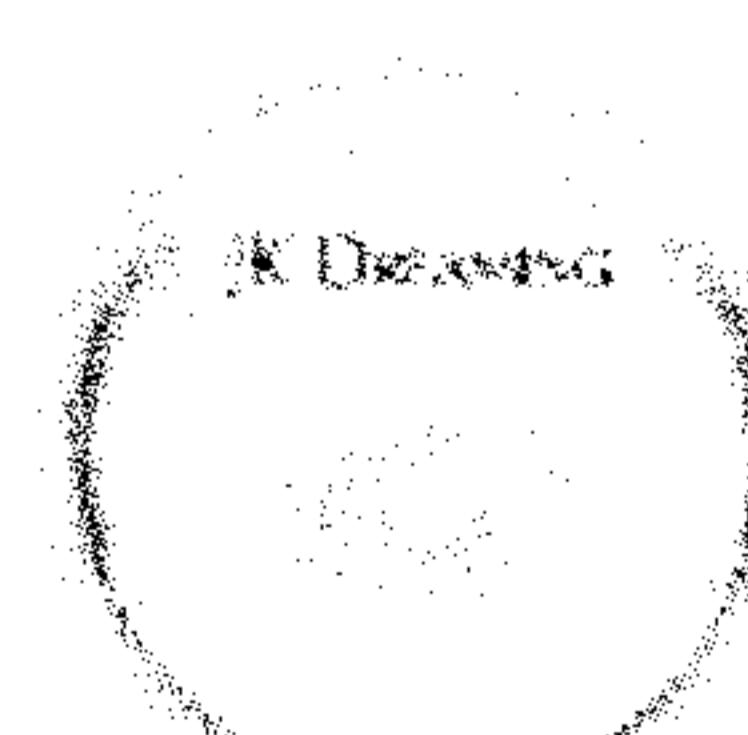


[News](#)

Christian and Linney Work with Destiny's Child- Michelle Williams

Posted by annem
Dec-30-2008 |

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EXHIBIT 3
LYRICS

LYRICS (ON) DEMAND

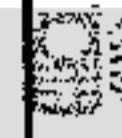
All the lyrics for all your favorite artists!

 [Send "Just Getting Started" Ringtone to your Cell](#) 

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Day26 Lyrics

Just Getting Started Lyrics

 [Send "Just Getting Started" Ringtone to your Cell](#) 

[Intro: Will]

Hey! Ladies and gentlemen! Welcome to the greatest show
on earth! Ha
From the tv scrren, to ya cd decks, to ya ipods, ya mp3,
we the best
Number one! Que, Will, Rob, Mike, Brian Day26

[Verse 1: Robert]

Hey my pockets so deep
The money on the bed and nobody sleep
So I'm off to the telly, ridin' through the streets
Just the way a playa roll with some j's on his feet
I got a lot of fits and I'm lookin' really fly
Got little roman on my wrist to hear the time
Got a lotta lotta ladies up in my ride
With my stunna shades on so you can't see my eyes

[Bridge:]

We winnin, I push it very hard
We winnin, I climb a lot of mountains
We winnin, I ran a million yards
We winnin, but man who's countin
We winnin, it ain't about to slow down
We winnin, you gonna have to catch me
We winnin, and it's about to go down
We takin over R&B like it's the next thing

[Chorus:]

We just getting started, started
We just getting started, started

[Verse 2: Will]

Posted on the balcony, dimes in the grotto
Looks like ya boy got lucky with the lotto
So I been playing king me right up to the model
After that, I'm gone in the wind full throttle
Money is my thing, fly is how I roll
If you got beef, we can take it like Chicago
That's wherever I go, it's gonna be top flow
Bottle after bottle, holla if you don't know

[Bridge]

[Chorus x2]

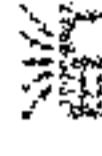
[talking: Robert]

So I hope y'all ready

We was born ready

This time around, it's going down so strong

It's not a game, it's the beginning

 [Send "Just Getting Started" Ringtone to your Cell](#) 

[Soundtracks](#) | [Top Hits](#) | [One Hit Wonders](#)

[TV Themes](#) | [Miscellaneous Lyrics](#) | [Artist](#)

[Info](#)

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All lyrics are property and copyright of their respective authors, artists and labels. All lyrics provided for educational purposes only.
Please support the artists by purchasing related recordings and merchandise.

LyricsOnDemand.com



I'm Just Getting Started

V1

Ay, my pockets so deep
Got money on the bed, and nowhere to sleep
So I'm off to the teley, Flyin thru the streets
Just the way a player rock it with some vans on his feet
I gotta lotta fits and I'm lookin really fly
I gotta little gold man on my wrist to yell the time
I gotta lotta lotta ladies up in my ride
With some stunner shades on so you can't see my eyes

Pre

I'm winnin
I push it very hard
I climb alotta mountains
I ran a million yards
But man who's countin
It aint about to slow down
Your gonna have to catch me
And it's about to go down
I'm takin over R&B like it's the next thing

Hook

I'm Just Getting Started

V2

Posted on the balcony
Dimes in the grotto
Looks like ya boy got lucky with the lotto
So I been playin King
Re-writtin the motto
After that I'm go in the whip for a throttle
Money is my theme
Fly is how I roll
If you got beef we can take it like a taco
Cuz where ever I got it's gonna be top floor
Bottle after bottle
Holla if you don't know