

The *BRIDGEPORT MUSIC INC v. UMG RECORDINGS INC* has to do with the two songs "Atomic Dog" by George Clinton and "D.O.G in Me" by Public Announcement. "Atomic Dog" is owned by Bridgeport after a transfer and "D.O.G in Me" is owned by UMG, the record label representing Public Announcement. Bridgeport is the plaintiff of this case and alleges that Public Announcement and subsequently, UMG, infringed upon the George Clinton Song, "Atomic Dog". The final decision was brought by the 6th Circuit Court of Appeals, in favor of the plaintiff.

The legal defense of the plaintiff is as follows. They start with establishing that they are bringing this case to court due to, "the use of the phrase "Bow wow wow, yippie yo, yippie yea" (the "Bow Wow refrain"), as well as use repetition of the word "dog" in a low tone of voice at regular intervals and the sound of rhythmic panting in "D.O.G. in Me." (Bridgeport vs UMG, 2009) They solidify this point with an expert witness who explained that popularity of "Atomic Dog" by stating that it, "is an anthem of the funk era, one of the most famous pieces from that whole era . . . one of the most famous songs of the whole repertoire of funk and R&B." (Bridgeport vs UMG, 2009) This piece of information makes the access to the song extremely clear. Furthermore, the expert explains that, "the Bow Wow refrain "is one of the most memorable parts of the song" and is often licensed by itself." (Bridgeport vs UMG, 2009)

On the other hand, UMG's defense mainly lied in them attempting to emphasize pitfalls in the court's initial handling of the case. UMG argues that, "...the jury was improperly instructed on filtering and substantial similarity and that a properly instructed jury could not have concluded that the two works in question were substantially similar." (Bridgeport vs UMG, 2009) Moreover, they state that instead of focusing on specific points in the song, the jury should listen to "...the similarity of the works as a whole." (Bridgeport vs UMG, 2009) These two main arguments have two purposes. Firstly, to attack and take down the credibility of the court's first decision and secondly to create conditions for the jury that result in a positive outcome for UMG. By not focusing on the part of the song where infringement is in question and including less harsh standards of substantial similarity are clear ways to shift the jury in a specific direction.

In the end the court's decision was to uphold the original ruling, which was in favor of Bridgeport. This resulted in the solidification of UMG owing the company \$88,980 in statutory damages. This decision was made after concluding that, "... there was no error." (Bridgeport vs UMG, 2009) In terms of proper education about substantial similarity. Furthermore, they found that, there was no error in only presenting certain parts of the songs on question, due to the circumstances of the case. Overall, this means that UMG's defense and reason for appeal are not substantial and make no difference in the ruling.

Considering the facts of the case and how it played out, I legally agree with the outcome of this case. Bridgeport presented their ownership and compelling evidence, such as accessibility and substantial similarity against the defendants, which UMG had no genuine defense for. They made little effort to prove originality and relied on exploiting the courts pitfalls in an attempt to win this case.

A new vocabulary word I learned from this case is actually a phrase, which is, "de novo". De novo effectively means from the beginning and the phrase can be found in the sentence, "The legal correctness of the instructions is a question of law that is reviewed de novo."

BRIDGEPORT MUSIC INC v. UMG RECORDINGS INC. 2009 U.S. App. LEXIS 24141. (2009). https://fs0-lms4-immortal-assets.s3.us-east-1.amazonaws.com/93/20184/4d28ace5-63fb-4b61-859c-6c30ed36c02c-3a9a0bdd-e1a5-400d-b523-9bcb33491639/BridgeportMusicv.UMG.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Content-Sha256=UNSIGNED-PAYLOAD&X-Amz-Credential=AKIARE7PEONU35M5ITYW%2F20210921%2Fus-east-1%2Fs3%2Faws4_request&X-Amz-Date=20210921T152701Z&X-Amz-Expires=3600&X-Amz-Signature=311604613a362768eb378405d0ea7223b71ea2df99e78fba83e09a945097dd16&X-Amz-SignedHeaders=host&response-content-disposition=inline%3B%20filename%3D%22BridgeportMusicv.UMG.pdf%22&x-id=GetObject

(Citation: 585 F.3d 267)