

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1 JEFFREY G. KNOWLES (State Bar No. 129754)  
JULIA D. GREER (State Bar No. 200479)  
2 SCOTT C. HALL (State Bar No. 232492)  
COBLENTZ, PATCH, DUFFY & BASS LLP  
3 One Montgomery Street, Suite 3000  
San Francisco, California 94104  
4 Telephone: 415.391.4800  
Facsimile: 415.989.1663  
5 Email: ef-jgk@cpdb.com  
ef-jdg@cpdb.com,  
6 ef-sch@cpdb.com

7 Attorneys for Plaintiffs

8  
9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

11 ARISTA MUSIC, ARISTA RECORDS, LLC,  
12 LAFACE RECORDS LLC, SONY MUSIC  
ENTERTAINMENT, SONY MUSIC  
13 ENTERTAINMENT US LATIN LLC, AND  
ZOMBA RECORDING LLC,

14 Plaintiffs,

15 v.

16 RADIONOMY, INC., RADIONOMY SA,  
17 RADIONOMY GROUP, B.V., and  
ALEXANDRE SABOUNDJIAN, an  
18 individual,

19 Defendants.

Case No.

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT AND UNFAIR  
COMPETITION**

**DEMAND FOR JURY TRIAL**

20  
21 Plaintiffs Arista Music, Arista Records LLC, LaFace Records LLC, Sony Music  
22 Entertainment, Sony Music Entertainment US Latin LLC, and Zomba Recording LLC  
23 (collectively referred to as "Sony Music" or "Plaintiffs"), by and through their undersigned  
24 attorneys, allege as follows:

25 **NATURE OF THE ACTION**

26 1. Plaintiffs bring this action seeking to put an immediate stop to, and to obtain  
27 redress for, Defendants' ongoing and willful infringement of Plaintiffs' copyrighted sound  
28

1 recordings and album cover art ("cover art") (collectively, the "copyrighted works") via an online  
 2 service through which Defendants unlawfully reproduce, publicly perform, and/or display  
 3 Plaintiffs' copyrighted works, and/or facilitate and encourage their users to do so.

4       2. Defendants' online music service, available at [www.radionomy.com](http://www.radionomy.com), and through  
 5 other online services such as TuneIn.com, allows their users to listen to music, classified by  
 6 theme, genre, or, in some cases, by artist, and/or to create and customize online stations for  
 7 streaming music. Defendants' users also can program stations by using copies of sound recordings  
 8 that the users upload from their own possession, or by accessing sound recordings from  
 9 Defendants' online music "library" – which are then streamed over the Internet throughout the  
 10 world. This "library" contains hundreds, if not thousands, of Plaintiffs' copyrighted sound  
 11 recordings. Defendants also supply Plaintiffs' copyrighted cover art and cause, knowingly assist,  
 12 encourage, and/or facilitate the public display of such cover art. Through this online service,  
 13 Defendants and its users are unlawfully reproducing, publicly performing, and/or displaying  
 14 Plaintiffs' copyrighted works, without authorization from or compensation to Plaintiffs. Unlike  
 15 other legitimate, directly licensed online music services, such as Spotify, Rhapsody and Apple  
 16 Music, or other services that report and pay pursuant to applicable statutory licensing  
 17 requirements, such as Pandora and iHeart Radio, Defendants' service unlawfully seeks to provide a  
 18 mainstream webcasting service for music without such compliance.

19       3. Although a limited statutory license to publicly perform certain of Plaintiffs' sound  
 20 recordings by means of a digital audio transmission is available for certain qualified users, and  
 21 certain qualified uses, under Sections 114 and 112(e) of the Copyright Act, Defendants have not  
 22 sought to avail themselves of such a license since late 2014. Moreover, it is clear that at least  
 23 some, and perhaps most, of the stations Defendants provide on their service do not qualify for  
 24 such a license. For example, some stations – such as “single artist” stations – fail to comply with  
 25 the “performance complement” under Section 114(d)(2)(C)(i) and (j)(13), which limits the  
 26 frequency with which a certain artist’s works may be performed. Moreover, Defendants' users  
 27 have the ability to use the music “library” as an interactive music service because they can stream  
 28 any track in the library on-demand, which also renders Radionomy ineligible for the statutory

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1 license pursuant to Section 114(d)(2)(A)(i) and (j)(7). Lastly, none of Plaintiffs' sound recordings  
2 that were fixed prior to February 15, 1972 are eligible for the statutory license.

3 4. In any event, Defendants are neither paying the statutory royalty (or any royalty)  
4 nor are they complying with the statutory reporting requirements. Defendants are fully aware of  
5 licensing requirements, including the U.S. statutory regime, as they claim to have current licenses  
6 to operate their service in foreign countries, and purportedly complied with the U.S. statutory  
7 licensing requirements until late 2014. Since at least January 2015, however, Defendants have  
8 disregarded the U.S. statutory regime for the sound recordings to which it potentially applies, and  
9 have therefore knowingly and unlawfully engaged in, and assisted and encouraged others to  
10 engage in, massive reproduction, public performance, and/or display of hundreds, if not thousands,  
11 of Plaintiffs' copyrighted sound recordings and cover art images in the U.S., in violation of the  
12 U.S. Copyright Act and California state law.

13 5. Defendants' awareness of the obligation to comply with statutory requirements to  
14 avoid infringement, including payment of royalties for the streaming of copyrighted works, is  
15 further established by Defendants' explicit representation to their users, on the Radionomy  
16 website, that Defendants have complied and will comply with all applicable licensing  
17 requirements for the streaming of music through stations on its service. In fact, however,  
18 Defendants do not – and have admitted to Plaintiffs that they do not – comply with any such  
19 requirements: they have no license or authorization to reproduce, publicly perform, and/or display  
20 Plaintiffs' copyrighted works in the U.S. Moreover, Defendants have refused to comply with  
21 Plaintiffs' requests and demands to remove the infringing works from Defendants' service and/or  
22 to cease streaming or allowing their users to stream, reproduce, publicly perform, or display  
23 Plaintiffs' copyrighted works on Defendants' service.

24 6. As a result of the foregoing, Defendants are liable for the past and ongoing  
25 infringement of Plaintiffs' copyrighted works because they have engaged in direct infringement,  
26 and/or because they are secondarily liable for infringing activities undertaken by others, including  
27 Defendants' users.

28 7. Defendants' conduct is causing, and will continue to cause, Plaintiffs grave and

1 irreparable harm. Plaintiffs thus seek a declaration that Defendants' conduct willfully infringes on  
 2 Plaintiffs' copyrights, directly and/or secondarily, and that Defendants' conduct constitutes  
 3 misappropriation and unfair competition under California law. Plaintiffs also seek a permanent  
 4 injunction prohibiting Defendants from further infringing Plaintiffs' copyrights. Plaintiffs also  
 5 seek statutory or actual damages for willful copyright infringement in the maximum amount  
 6 allowed under Section 504 of the Copyright Act, as well as restitution and/or compensatory and  
 7 punitive damages for violations of California state law.

### 8 THE PARTIES

9 8. Plaintiff Arista Music is a New York partnership with its principal place of  
 10 business in New York, New York.

11 9. Plaintiff Arista Records LLC is a Delaware limited liability company with its  
 12 principal place of business in New York, New York.

13 10. Plaintiff LaFace Records LLC is a Delaware limited liability company with its  
 14 principal place of business in New York, New York.

15 11. Plaintiff Sony Music Entertainment is a Delaware General Partnership with its  
 16 principal place of business in New York, New York.

17 12. Plaintiff Sony Music Entertainment US Latin LLC is a Delaware limited liability  
 18 company with its principal place of business in Coconut Grove, Florida

19 13. Plaintiff Zomba Recording LLC is a Delaware limited liability company with its  
 20 principal place of business in New York, New York.

21 14. Defendant Radionomy, Inc. is a Delaware Corporation that is registered to do  
 22 business in California and, upon information and belief, maintains its principal place of business  
 23 and headquarters in San Francisco, California. Upon information and belief, Radionomy, Inc. is  
 24 the U.S. subsidiary of Defendant Radionomy SA and/or Radionomy Group B.V.

25 15. Defendant Radionomy SA is a corporation organized and existing under the laws of  
 26 Belgium and, upon information and belief, maintains its principal place of business and  
 27 headquarters in Brussels, Belgium. Upon information and belief, Radionomy SA is a subsidiary  
 28 of Defendant Radionomy Group B.V.

COBLENTZ, PATCH, DUFFY & BASS LLP  
 ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
 415.391.4800 · FAX 415.989.1663

1            16. Defendant Radionomy Group B.V. is a corporation organized and existing under  
 2 the laws of the Netherlands with its principal place of business and headquarters in Amsterdam,  
 3 Netherlands. Upon information and belief, Radionomy Group B.V. maintains offices in various  
 4 U.S. States, including California, New York, and Texas.

5            17. Defendant Alexandre Saboundjian is the Chief Executive Officer and registered  
 6 agent for service of process in California, of Defendant Radionomy, Inc., and, upon information  
 7 and belief, is a founder, shareholder, and current officer and/or director of Defendants Radionomy,  
 8 Inc., Radionomy SA, and Radionomy Group B.V. Upon information and belief, Mr. Saboundjian  
 9 has exercised, and continues to exercise, control over, and has actively and directly participated in  
 10 the wrongful conduct by Defendants Radionomy Inc., Radionomy SA, and Radionomy Group  
 11 B.V., alleged herein.

**JURISDICTION**

12  
 13            18. This is a civil action seeking damages and injunctive relief for copyright  
 14 infringement under the Copyright Act of the United States, 17 U.S.C. § 101 *et seq.*

15            19. This Court has subject matter jurisdiction over this copyright infringement action  
 16 pursuant to 28 U.S.C. §§ 1331 and 1338(a). The Court has supplemental jurisdiction over  
 17 Plaintiffs' state law claims under 28 U.S.C. § 1367.

18            20. This Court has personal jurisdiction over Defendants because, among other things,  
 19 Defendant Radionomy Group B.V. maintains an office in this District and because Defendant  
 20 Radionomy Inc. is registered to do business in California, and maintains its principal place of  
 21 business and headquarters in this District. Defendant Alexandre Saboundjian is the registered  
 22 agent for service of process in California for Defendant Radionomy, Inc., and upon information  
 23 and belief, resides in California and in this District. Additionally, upon information and belief,  
 24 Defendants' online service transmits audio recordings and artwork over the Internet throughout the  
 25 world, including in California and in this District. Thus, upon information and belief, a substantial  
 26 part of the acts of infringement complained of herein have occurred in the State of California and  
 27 in this District, and/or Defendants have caused injury to Plaintiffs and their intellectual property in  
 28 the State of California and in this District.

1           21. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(a), in  
2 that Defendant Radionomy Group B.V. maintains an office in this District, in San Francisco,  
3 California, and because Defendant Radionomy, Inc.'s principal place of business and headquarters  
4 are in this District. Moreover, Defendant Alexandre Saboundjian is the registered agent for  
5 service of process in California for Defendant Radionomy, Inc., and upon information and belief,  
6 resides in California and in this District. Additionally, upon information and belief, Defendants'  
7 online service transmits audio recordings and artwork over the Internet throughout the world,  
8 including in California and in this District. Thus, upon information and belief, a substantial part of  
9 the acts of infringement complained of herein have occurred in this District, and/or Defendants  
10 have caused injury to Plaintiffs and their intellectual property in this District, making venue here  
11 proper.

#### GENERAL ALLEGATIONS

12  
13           22. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 21  
14 as if fully set forth herein.

15           23. Plaintiffs are some of the most well-known and respected record labels in the  
16 world. Plaintiffs are in the business of producing, manufacturing, distributing, selling, and  
17 licensing the distribution and performance of sound recordings and artwork throughout the world,  
18 including in the United States.

19           24. Plaintiffs are the copyright owners or exclusive United States licensees of sound  
20 recordings containing the performances of some of the most popular and successful recording  
21 artists of all-time, including Michael Jackson, Beyonce, Justin Timberlake, One Direction, Billy  
22 Joel, Adele, and Elvis Presley, to name just a few. Plaintiffs' copyrighted works include certain  
23 sound recordings that were initially "fixed" prior to February 15, 1972 (the "Pre-1972 Works") and  
24 are subject to protection under California state law.

25           25. Plaintiffs are also the copyright owners or exclusive United States licensees of the  
26 album cover art associated with their sound recordings. By way of explanation, physical media,  
27 such as records, cassettes, and CDs have historically been sold in packing with photographs,  
28 paintings, or other artistic works on the cover. The tradition of using this "cover art" has carried

1 over into the digital age so that digital transmissions of music are commonly accompanied by  
2 cover art for the relevant album. This cover art is subject to copyright protection.

3 26. Accordingly, Plaintiffs own the copyrights and/or exclusive rights under the U.S.  
4 Copyright Act and California state law to exploit an extensive catalogue of popular sound  
5 recordings and cover art, including but not limited to those works listed in **Exhibits A-C**, attached  
6 hereto.

7 27. Plaintiffs have the exclusive rights, among other things, to "reproduce the  
8 copyrighted work," to "display the copyrighted work publicly" (in the case of cover art), to  
9 perform publicly the copyrighted work by means of digital transmission (in the case of sound  
10 recordings), and to authorize or license any such activities. 17 U.S.C. §§ 106(1), (5), (6) (U.S.  
11 Copyright Act); *see also* Cal. Civ. Code § 980(a)(2) (California law).

12 28. Plaintiffs sell, distribute and/or license their sound recordings in various formats,  
13 including, as relevant here, in the form of digital audio files. Plaintiffs sell, distribute and/or  
14 license digital audio files of their copyrighted works through authorized Internet services,  
15 including Apple Music, Rhapsody, and Spotify, as well as directly to consumers.

16 29. Plaintiffs have invested and continue to invest substantial sums of money, as well  
17 as time, effort, and creative talent, to discover and develop recording artists, and to create,  
18 manufacture, advertise, promote, sell, and license sound recordings embodying the performances  
19 of their exclusive recording artists. Plaintiffs, their recording artists, and others in the music  
20 industry are compensated for their creative efforts and monetary investments from the sale and  
21 distribution of their sound recordings to the public, and from other exploitation of such sound  
22 recordings, including authorized online sale and distribution and licensed public performances by  
23 means of digital audio transmissions along with the accompanying artwork.

#### 24 **DEFENDANTS' INFRINGING CONDUCT**

25 30. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 29  
26 as if fully set forth herein.

27 31. Defendants operate an online music service through which users can listen to music  
28 stations, or create stations, that Defendants stream to listeners worldwide. To program music

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1 stations on Defendants' service, users can upload music from their own collection or use music  
2 from Defendants' "library of popular music and podcasts." (See **Exhibit D**, attached hereto  
3 (description of Defendants' service available at [www.radionomy.com/en/static/produce](http://www.radionomy.com/en/static/produce)).)  
4 Defendants' "library" contains hundreds, if not thousands, of copies of Plaintiffs' copyrighted  
5 works. Defendants represent to their users and potential users that "[w]e cover all the music  
6 licensing necessary to stream online." (*Id.*) Additionally, Defendants make their stations  
7 available through various other Internet music services. (*Id.*) Defendants encourage users to  
8 include popular copyrighted recordings in programmed stations by offering to "reward" users with  
9 cash payments if they create a station that reaches a large audience and threatening to deactivate  
10 users that fail to reach "minimum audience" requirements. (*Id.*; see also **Exhibit E**, attached  
11 hereto (Radionomy "Producer Pact").) Upon information and belief, Defendants collect data  
12 concerning the stations on their service, including data concerning the recordings being played on  
13 such stations and the usage of such stations. (See **Exhibit D** (discussion of user statistics  
14 "dashboard" that shows daily information about audience, geographic location of listeners, and  
15 what content is most popular with users' listeners).) Defendants are therefore encouraging and  
16 able to detect infringement committed using their online service. Upon information and belief,  
17 Defendants earn substantial revenue from, among other things, the sale of advertising space on  
18 station webpages.

19         32. As the architects, owners, content suppliers, hosts and/or operators of their service,  
20 Defendants possess control over the content that their users listen to or stream via Defendants'  
21 service, regardless of whether that content is uploaded from their users' own files or from  
22 Defendants' music library. Indeed, pursuant to Defendants' "Producer Pact" with creators of  
23 stations streamed on Defendants' service, Defendants exercise complete control over the setup and  
24 operation of stations on Defendants' service, including, among other things, dictating the  
25 information necessary to create stations, requiring compliance with the technical constraints of the  
26 stations, publishing station streams via the Internet from their servers, mandating creation of  
27 station schedules, reserving exclusive rights for advertisements on the stations, including stations  
28 in third party music services, monitoring station audiences and deactivating stations not reaching



1 minimum audience requirements, and tightly regulating the behavior of users of its service. (See  
2 **Exhibit E.**)

3 33. Pursuant to Section 114 of the Copyright Act, a limited statutory license to publicly  
4 perform Plaintiffs' sound recordings fixed after February 1, 1972 by means of a digital audio  
5 transmission is available to certain qualified users, and for certain qualified uses. 17 U.S.C. § 114.  
6 Additionally, Section 112(e) of the Copyright Act creates a statutory license for the making of  
7 limited "ephemeral recordings" of a sound recording, subject to certain conditions, for those who  
8 have a license under Section 114. 17 U.S.C. § 112(e). Defendants, however, have not complied  
9 with any statutory reporting or royalty requirements, since the end of 2014. Moreover, even if  
10 Defendants had attempted to comply with those statutory license requirements, it is far from clear  
11 that Defendants and/or certain or all of the stations on Defendants' service would be eligible for a  
12 statutory license. For example, Defendants' users are able to, and do, program stations on  
13 Defendants' service by theme, genre, and in some cases, by artist. But "single artist" stations, as  
14 well as certain other stations, fail to comply with the "performance complement" under Section  
15 114(d)(2)(C)(i) and (j)(13), which strictly limits the frequency with which a certain artist's work  
16 may be performed. Moreover, in the case of user-sourced content, Radionomy does not make its  
17 transmissions from lawful copies, rendering the statutory license unavailable. *See* Sections  
18 112(e)(1)(D), 114(d)(2)(C)(vii). In addition, Radionomy has no direct license with Plaintiffs' for  
19 the use of cover art or pre-1972 sound recordings. Accordingly, Defendants do not currently  
20 possess any license or authority, nor do they pay any royalties, for their ongoing reproduction,  
21 public performance, and/or display of Plaintiffs' copyrighted sound recordings and cover art in the  
22 U.S.

23 34. The stations streamed on Defendants' service employ, and have employed,  
24 unauthorized reproductions, public performances, and/or displays of Plaintiffs' copyrighted sound  
25 recordings and cover art, which are streamed throughout the world, including in the United States.  
26 A non-exhaustive list of Plaintiffs' sound recordings that have been infringed on Defendants'  
27 service is attached hereto as **Exhibit A** (for post-1972 sound recordings), and **Exhibit B** (for pre-  
28 1972 sound recordings). A non-exhaustive list of Plaintiffs' cover art that has been infringed on

1 Defendants' service is attached hereto as **Exhibit C**. Plaintiffs will provide updates to **Exhibits A-**  
 2 **C**, with additional lists of their copyrighted works that have been infringed on Defendants' service,  
 3 once Plaintiffs have obtained discovery from Defendants.

4 35. By way of example, Plaintiffs have identified the following specific instances of  
 5 infringement of Plaintiffs' copyrighted works on Defendants' service:

6 a. On November 12, 2015, a station on Defendants' service, named "Lonestar  
 7 Radio," played the recordings "Waiting for Tonight" by Jennifer Lopez, "Off the Wall" by  
 8 Michael Jackson, and "Good Luck Charm" by Elvis Presley, all of which are Plaintiffs' owned or  
 9 exclusively licensed copyrighted works.

10 b. On January 12, 2016 a station on Defendants' service, named "One  
 11 Direction The Radio," played the recordings "Nobody Compares" and "Something Great" by One  
 12 Direction, both of which are Plaintiffs' owned or exclusively licensed copyrighted works.

13 c. On January 13, 2016, a station on Defendants' service, named "ABCD  
 14 Michael Jackson," played the recordings "Blood On The Dance Floor" and "Scream" by Michael  
 15 Jackson, both of which are Plaintiffs' exclusively licensed copyrighted works.

16 d. On January 13, 2016, a station on Defendants' service, named "MJTunes  
 17 Michael Jackson Radio," played the recordings "Remember the Time" and "Do You Know Where  
 18 Your Children Are" by Michael Jackson, both of which are Plaintiffs' exclusively licensed  
 19 copyrighted works.

20 e. On February 9, 2016, a station on Defendants' service, named  
 21 "Entertainment Mayhem," played the recording "Toxic" by Britney Spears and displayed cover art  
 22 for the Britney Spears' album "In The Zone" (shown below), which are Plaintiffs' exclusively  
 23 licensed copyrighted works. A screenshot from Defendants' service displaying this cover art is  
 24 attached hereto as **Exhibit F**.

25 **Last tracks played**



Britney Spears  
 Toxic

ON AIR

1 36. Upon information and belief, Defendants' service currently includes between  
2 30,000 and 50,000 unique stations.

3 37. Plaintiffs first became aware of Defendants' infringement in late 2015 in response  
4 to take down letters sent in connection with the unauthorized reproduction, public performance,  
5 and/or display of Plaintiffs' copyrighted works on stations available via another online music  
6 service called TuneIn. In response to take down requests sent to TuneIn, certain users who had  
7 programmed stations on Defendants' service asserted that Defendants had paid, on their behalf, all  
8 applicable royalties for performance of Plaintiffs' recordings on the relevant stations. When  
9 Plaintiffs first raised the issue of infringing conduct with Defendants, Defendants represented to  
10 Plaintiffs that "[s]ince its inception, Radionomy has paid all the performance rights to  
11 SoundExchange [the independent collective management organization that administers the  
12 statutory license for streaming sound recordings] in compliance with the requirements of the  
13 statutory license."

14 38. In subsequent discussions between Plaintiffs and Defendants in late 2015 and early  
15 2016, however, Defendants acknowledged that they are not currently in compliance with U.S.  
16 copyright law, including the payment of the statutory license royalty payments for reproduction or  
17 public performance of sound recordings in the U.S., and admitted that they had not paid royalties  
18 to SoundExchange since 2014. They further admitted that they do not require their users to  
19 comply with the performance complement set forth in Section 114. Notwithstanding these  
20 admissions as to their unlawful reproduction, public performance, and display of Plaintiffs'  
21 copyrighted works – and despite Plaintiffs' demands to cease their infringing conduct pending  
22 negotiations and a valid licensing agreement – Defendants have refused to terminate or cease  
23 transmission of stations on their service that unlawfully reproduce, publicly perform, or display  
24 Plaintiffs' copyrighted works, or to take any other actions to stop or prevent the infringing activity  
25 from occurring via Defendants' service.

26 39. Defendants have not at any time disputed that Plaintiffs own the copyrighted works  
27 identified herein, nor have Defendants disputed that they are required to obtain a license and pay  
28 applicable royalties to reproduce, publicly perform, and/or display those works through their

1 service. On the contrary, Defendants have requested to enter into discussions with Plaintiffs to  
2 obtain a direct license for such reproduction, public performance and display rights.

3 40. Accordingly, Defendants have, and continue to, unlawfully reproduce, publicly  
4 perform, and/or display – or facilitate their users' unlawful reproduction, public performance,  
5 and/or display – of Plaintiffs' copyrighted sound recordings and cover art without a license or any  
6 other form of authorization from Plaintiffs. As the music industry continues to shift from an  
7 “ownership” model where people own permanent copies of music content in the form of CDs and  
8 downloads to a “consumption” model where people primarily stream music content online, the  
9 unlawful reproduction, public performance, and/or display of Plaintiffs' copyrighted works  
10 through Defendants' service – and Defendants' utter disregard for the performance complement  
11 and other statutory requirements – has damaged, and is certain to increasingly damage, Plaintiffs  
12 and the legitimate businesses on which Plaintiffs and their exclusive recording artists rely to  
13 generate revenue, including interactive streaming services such as Spotify, Rhapsody and Apple  
14 Music, and services that report and pay based on the statutory scheme, such as Pandora, iHeart  
15 Radio and others.

16 41. Upon information and belief, Defendants' primary source of revenue from  
17 operation of their service is advertising revenue received in connection with the stations operated  
18 on Defendants' service.

19 42. Defendants' use of Plaintiffs' copyrighted sound recordings and cover art is a  
20 blatant violation of Plaintiffs' rights under federal copyright law and/or California law.

21 **FIRST CLAIM FOR RELIEF**  
22 **(Direct Infringement of Plaintiffs' Rights Under The U.S. Copyright Act)**

23 43. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 42  
24 as if fully set forth herein.

25 44. Without authorization or compensation, Defendants are unlawfully reproducing,  
26 displaying and/or publicly performing, Plaintiffs' copyrighted sound recordings and cover art in  
27 violation of 17 U.S.C. §§ 106(1), (5), (6), and 501.

28 45. These unauthorized reproductions, public performances and/or displays involve

1 sound recordings and artwork that are hosted, stored on, and/or transmitted from Defendants'  
2 servers, which Defendants' control, via the Internet and throughout the world, including in the U.S.  
3 In the case of recordings in Defendants' music library, and in the case of cover art, Defendants  
4 reproduced such works and made them available for public performance and/or display without  
5 any user involvement whatsoever. Defendants also determine whether cover art should  
6 accompany a stream of a sound recording, and select the cover art to be displayed.

7 46. Defendants exercise complete control over the setup and operation of stations on  
8 Defendants' service, including, among other things, dictating the information necessary to create  
9 stations, requiring compliance with the technical constraints of the stations, publishing station  
10 streams via the Internet from their servers, reserving exclusive rights for advertising on the  
11 stations, mandating creation of station schedules, including stations in third party music services,  
12 monitoring station audiences and deactivating stations not reaching minimum audience  
13 requirements, and tightly regulating the behavior of users of its service, and are therefore directly  
14 liable for the infringing conduct occurring on their service. (See **Exhibit E.**)

15 47. Defendants' infringement of Plaintiffs' sound recordings includes but is not limited  
16 to the representative list of copyrighted sound recordings listed in **Exhibits A and B.** Defendants'  
17 infringement of Plaintiffs' album cover art includes but is not limited to some or all of the  
18 representative list of copyrighted images listed in **Exhibit C.**

19 48. Defendants' infringement of Plaintiffs' rights in each of their copyrighted works  
20 constitutes a separate and distinct act of infringement.

21 49. Defendants' acts of infringement are knowing, willful and intentional, in disregard  
22 of and indifference to Plaintiffs' rights.

23 50. As a direct and proximate result of Defendants' infringement of Plaintiffs'  
24 copyrights and exclusive rights under copyright, Plaintiffs are entitled to maximum statutory  
25 damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect to each work  
26 infringed, or such other amounts as may be proper under 17 U.S.C. § 504(c). Alternatively, at  
27 Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs are entitled to their actual damages,  
28 including Defendants' profits from the infringement, as will be proven at trial.

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1 51. Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
2 cause, Plaintiffs great and irreparable injury that cannot be fully compensated or measured in  
3 money damages. Plaintiffs have no adequate remedy at law. Accordingly, Plaintiffs are entitled  
4 to a permanent injunction prohibiting infringement of Plaintiffs' copyrights and exclusive rights  
5 under copyright pursuant to 17 U.S.C. § 502.

6 52. Plaintiffs are entitled to their costs and reasonable attorneys' fees pursuant to 17  
7 U.S.C. § 505.

8 53. Plaintiffs are further entitled to the impoundment and destruction or other  
9 reasonable disposition of infringing copies of Plaintiffs' copyrighted sound recordings and cover  
10 art pursuant to 17 U.S.C. § 503.

11 **SECOND CLAIM FOR RELIEF**  
12 **(Violation of California Civil Code 980(a)(2)**  
13 **For Copyright Infringement of Pre-1972 Works)**

14 54. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 53  
15 as if fully set forth herein.

16 55. Plaintiffs possess an "exclusive ownership" interest in and to their Pre-1972 Works,  
17 pursuant to California Civil Code Section 980(a)(2), which provides: "The author of an original  
18 work of authorship consisting of a sound recording initially fixed prior to February 15, 1972, has  
19 an exclusive ownership therein until February 15, 2047...." Therefore, as owners of their Pre-1972  
20 Works, Plaintiffs have all the exclusive rights to exploit those recordings, including, but not  
21 limited to, the rights to manufacture, copy, sell, distribute, broadcast, and publicly perform their  
22 Pre-1972 Works, including by digital transmission.

23 56. Plaintiffs have not authorized Defendants to publicly perform, reproduce, or  
24 otherwise exploit their Pre-1972 Works. Defendants do not have the right to reproduce or publicly  
25 perform Plaintiffs' Pre-1972 Works and have never compensated Plaintiffs for Defendants'  
26 exploitation of their Pre-1972 Works.

27 57. Without authorization, Defendants are reproducing and publicly performing, and/or  
28 benefitting financially from, aiding, encouraging, enabling, inducing, causing, materially

1 contributing to, or otherwise facilitating the reproduction and public performance of Plaintiffs'  
2 copyrighted sound recordings, in violation of Plaintiffs' exclusive rights in and to their Pre-1972  
3 Works, including those identified on **Exhibit B**.

4 58. Plaintiffs are harmed, and a new violation of Civil Code Section 980(a)(2) occurs,  
5 giving rise to a new liability, each time Defendants reproduce or publicly perform one of  
6 Plaintiffs' Pre-1972 Works without the right to do so. As a direct and proximate result of  
7 Defendants' conduct in violation of Plaintiffs' exclusive rights under Section 980(a)(2) in and to  
8 their Pre-1972 Works, Defendants have received proceeds and Plaintiffs have been damaged in an  
9 amount to be proven at trial.

10 59. Defendants are guilty of oppression, fraud or malice, and Plaintiffs, in addition to  
11 their actual damages, are, by reason thereof, entitled to recover exemplary and punitive damages  
12 against Defendants.

13 60. Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
14 cause Plaintiffs great and irreparable injury that cannot fully be compensated or measured in  
15 money damages. Plaintiffs have no adequate remedy at law. Accordingly, Plaintiffs are entitled  
16 to permanent injunctive relief prohibiting Defendants from further violating their rights in and to  
17 their Pre-1972 Works under Section 980(a)(2).

18 **THIRD CLAIM FOR RELIEF**  
19 **(Common Law Misappropriation As To Pre-1972 Works)**

20 61. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 60  
21 as if fully set forth herein.

22 62. Without authorization, Defendants are reproducing and publicly performing, and/or  
23 benefitting financially from, aiding, encouraging, enabling, inducing, causing, materially  
24 contributing to, or otherwise facilitating the reproduction and public performance of Plaintiffs'  
25 copyrighted sound recordings in violation of the laws of the State of California, including but not  
26 limited to the representative list of sound recordings listed in **Exhibit B**.

27 63. Through their conduct alleged herein, Defendants have misappropriated Plaintiffs'  
28 intangible rights, property, skill, and labor embodied in their Pre-1972 Works, in violation of

1 Plaintiffs' rights in such recordings, including those identified in **Exhibit B**, to Plaintiffs' harm and  
2 detriment.

3 64. Plaintiffs are harmed, and a new act of misappropriation occurs, giving rise to a  
4 new liability, each time Defendants reproduce or publicly perform one of Plaintiffs' Pre-1972  
5 Works without the right to do so. As a direct and proximate result of Defendants' conduct in  
6 violation of Plaintiffs' exclusive rights in and to their Pre-1972 Works, Defendants have received  
7 proceeds and Plaintiffs have been damaged in an amount to be proven at trial.

8 65. Defendants are guilty of oppression, fraud or malice, and Plaintiffs, in addition to  
9 their actual damages, are, by reason thereof, entitled to recover exemplary and punitive damages  
10 against Defendants.

11 66. Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
12 cause Plaintiffs great and irreparable injury that cannot fully be compensated or measured in  
13 money damages. Plaintiffs have no adequate remedy at law. Accordingly, Plaintiffs are entitled  
14 to permanent injunctive relief prohibiting Defendants from further violating their rights in their  
15 Pre-1972 Works.

16 **FOURTH CLAIM FOR RELIEF**  
17 **(Contributory Copyright Infringement)**

18 67. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 66  
19 as if fully set forth herein.

20 68. Defendants are aiding, encouraging, enabling, inducing, causing, materially  
21 contributing to, and/or otherwise facilitating the making of unauthorized reproductions, display,  
22 and/or public performance of Plaintiffs' copyrighted sound recordings and cover art in violation of  
23 17 U.S.C. §§ 106(1), (5), (6), and 501.

24 69. Specifically, Defendants' users are unlawfully reproducing, displaying, and/or  
25 publicly performing Plaintiffs' copyrighted sound recordings and cover art, including but not  
26 limited to the works listed in **Exhibits A-C**, and are therefore liable for direct copyright  
27 infringement of Plaintiffs' exclusive rights of reproduction, display and public performance under  
28 17 U.S.C. § 106(1), (5), and (6). Defendants are liable as contributory infringers for the infringing



1 acts of their users. The infringement of Plaintiffs' copyrighted works could not occur without  
 2 Defendants' facilitation via the provision, hosting and streaming of infringing content from its  
 3 servers. Moreover, Defendants facilitate and encourage infringement by inviting users to upload  
 4 their own music, or to use music supplied by Defendants' music library – including Plaintiffs'  
 5 copyrighted works – for streaming on their stations, all while falsely representing to their users  
 6 that they have complied with all applicable licensing fees or royalty payments for the music. (See  
 7 **Exhibit D.**)

8           70. Defendants have actual and constructive knowledge that their users are using  
 9 Defendants' service to infringe Plaintiffs' copyrights by creating stations that include Plaintiffs'  
 10 sound recordings and displaying Plaintiffs' cover art because Defendants have conceded that they  
 11 possess no license or other authorization from Plaintiffs to reproduce, publicly perform or display  
 12 Plaintiffs' copyrighted works in the U.S., despite being aware of (in fact, having claimed to have  
 13 complied in the past with) U.S. statutory license requirements, and despite Defendants' purported  
 14 current compliance with licensing requirement in foreign jurisdictions. Defendants have also  
 15 failed to pay any royalties to SoundExchange in connection with the use of the those works in the  
 16 U.S. since late 2014, despite their awareness and knowledge of licensing requirements.  
 17 Defendants have specific knowledge of infringements in the form of data collected concerning  
 18 recordings included in stations on Defendants' service and the usage of such stations.

19           71. The infringement of Plaintiffs' rights in each of their copyrighted works constitutes  
 20 a separate and distinct act of infringement.

21           72. Defendants' acts of infringement are willful, intentional and purposeful, in  
 22 disregard of and indifferent to the rights of Plaintiffs.

23           73. Through the conduct described above, Defendants are contributing to the  
 24 infringement of Plaintiffs' copyrights and exclusive rights under copyright, in violation of Sections  
 25 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106, 501.

26           74. As a direct and proximate result of Defendants' contributory infringement of  
 27 Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to the maximum  
 28 statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect to each

1 infringing copy made by each subscriber, or such other amounts as may be proper under 17 U.S.C.  
 2 § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be  
 3 entitled to their actual damages, including Defendants' profits from infringement, as will be proven  
 4 at trial.

5 75. Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
 6 cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in  
 7 money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are  
 8 entitled to a permanent injunction prohibiting further infringement of their copyrights and  
 9 exclusive rights under copyright.

10 76. Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to  
 11 17 U.S.C. § 505.

12 77. Plaintiffs are further entitled to the impoundment and destruction or other  
 13 reasonable disposition of infringing copies of Plaintiffs' copyrighted sound recordings and cover  
 14 art pursuant to 17 U.S.C. § 503.

15 **FIFTH CLAIM FOR RELIEF**  
 16 **(Vicarious Copyright Infringement)**

17 78. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 77  
 18 as if fully set forth herein.

19 79. Defendants are aiding, encouraging, enabling, inducing, causing, materially  
 20 contributing to, benefitting financially from (with the right and ability to control), and/or otherwise  
 21 facilitating the making of unauthorized reproductions, display, and/or public performance of  
 22 Plaintiffs' copyrighted sound recordings and cover art in violation of 17 U.S.C. §§ 106(1), (5), (6),  
 23 and 501.

24 80. Specifically, Defendants' users are unlawfully reproducing, displaying, and/or  
 25 publicly performing Plaintiffs' copyrighted sound recordings and cover art, including but not  
 26 limited to the works listed in **Exhibits A-C**, and are therefore liable for direct copyright  
 27 infringement of Plaintiffs' exclusive right of reproduction, display, and/or public performance  
 28 under 17 U.S.C. § 106(1), (5), and (6). Defendants have both the right and the ability to supervise

1 their users' infringing conduct, and to prevent their users from infringing Plaintiffs' copyrighted  
2 sound recordings and cover art, and are therefore vicariously liable for their users' copyright  
3 infringement.

4 81. Upon information and belief, Defendants collect data concerning the stations on  
5 their service, including data concerning the recordings being played on such stations and the usage  
6 of such stations. (See **Exhibit D** (discussion of user statistics "dashboard" that shows daily  
7 information about audience, geographic location of listeners, and what content is most popular  
8 with users' listeners).) Defendants are therefore able to detect infringement committed using their  
9 service.

10 82. Moreover, pursuant to Defendants' "Producer Pact" with creators of stations  
11 streamed on Defendants' service, Defendants exercise complete control over the setup and  
12 operation of stations on Defendants' service, including, among other things, dictating the  
13 information necessary to create stations, requiring compliance with the technical constraints of the  
14 stations, publishing station streams via the Internet from their servers, reserving exclusive rights  
15 for advertising on the stations, mandating creation of station schedules, including stations in third  
16 party music services, monitoring station audiences and deactivating stations not reaching  
17 minimum audience requirements, and tightly regulating the behavior of users of its service. (See  
18 **Exhibit E**.)

19 83. Defendants could, at any time, terminate infringing users or their station streams.  
20 Defendants, however, have refused to take any action to prevent the widespread infringement of  
21 Plaintiffs' copyrighted works by Defendants' users because Defendants receive a significant  
22 financial benefit directly attributable to the infringement by their users. (See **Exhibit D**  
23 (discussion of revenues and cash rewards to users who reach a large audience); **Exhibit E**  
24 (discussion of the financing of Defendants' service through advertising on the stations).) Upon  
25 information and belief, the ability to stream and display copies of Plaintiffs' copyrighted works  
26 acts a substantial draw for Defendants' users, and the advertisers that advertise on Defendants'  
27 service, and Defendants therefore derive substantial and direct financial benefit from  
28 infringements of Plaintiffs' copyrights by their users.

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1           84.     The infringement of Plaintiffs' rights in each of its copyrighted works constitutes a  
2 separate and distinct act of infringement.

3           85.     Defendants' acts of infringement are willful, intentional and purposeful, in  
4 disregard of and indifferent to the rights of Plaintiffs.

5           86.     Through the conduct described above, Defendants are vicariously infringing  
6 Plaintiffs' copyrights and exclusive rights under copyright, in violation of Sections 106 and 501 of  
7 the Copyright Act, 17 U.S.C. §§ 106, 501.

8           87.     As a direct and proximate result of Defendants' vicarious infringement of Plaintiffs'  
9 copyrights and exclusive rights under copyright, Plaintiffs are entitled to the maximum statutory  
10 damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect to each  
11 infringing copy made by each subscriber, or such other amounts as may be proper under 17 U.S.C.  
12 § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be  
13 entitled to their actual damages, including Defendants' profits from infringement, as will be proven  
14 at trial.

15           88.     Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
16 cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in  
17 money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are  
18 entitled to a permanent injunction prohibiting further infringement of their copyrights and  
19 exclusive rights under copyright.

20           89.     Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to  
21 17 U.S.C. § 505.

22           90.     Plaintiffs are further entitled to the impoundment and destruction or other  
23 reasonable disposition of infringing copies of Plaintiffs' copyrighted sound recordings and cover  
24 art pursuant to 17 U.S.C. § 503.

25                                 **SIXTH CLAIM FOR RELIEF**  
26                                 **(Inducement Of Copyright Infringement)**

27           91.     Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through 90  
28 as if fully set forth herein.

1           92. Defendants are aiding, encouraging, enabling, inducing, causing, materially  
2 contributing to, benefitting financially from (with the right and ability to control), and/or otherwise  
3 facilitating the making of unauthorized reproductions, display, and/or public performance of  
4 Plaintiffs' copyrighted sound recordings and cover art in violation of 17 U.S.C. §§ 106(1), (5), (6),  
5 and 501.

6           93. Specifically, Defendants' users are unlawfully reproducing, displaying, and/or  
7 publicly performing Plaintiffs' copyrighted sound recordings and cover art, including but not  
8 limited to the works listed in **Exhibits A-C**, and are therefore liable for direct copyright  
9 infringement of Plaintiffs' exclusive rights of reproduction, display and public performance under  
10 17 U.S.C. § 106(1), (5), and (6). Defendants are liable under the Copyright Act for the infringing  
11 acts of their users because Defendants facilitate and promote the use of their online service to  
12 infringe Plaintiffs' copyrights. By their clear expressions and affirmative steps, Defendants are  
13 unlawfully fostering and inducing copyright infringement by their users.

14           94. Defendants offer Plaintiffs' copyrighted sound recordings to their users via their  
15 online music library and/or otherwise allow and encourage the unauthorized reproduction, display  
16 and/or public performance of Plaintiffs' copyrighted works. Indeed, Defendants' website invites  
17 users to upload their own music or to use music from Defendants' music library for streaming on  
18 their stations, and represents to their users that Defendants have complied with all applicable  
19 licensing fees or royalty payments for the music. (See **Exhibit D**.) Yet, Defendants have  
20 conceded that they are not complying with applicable licensing requirements, nor are they paying  
21 royalties for the use of Plaintiffs' copyrighted works.

22           95. Defendants' intent to induce infringement is additionally demonstrated by, among  
23 other things, Defendants' refusal to take readily available steps to prevent infringers of Plaintiffs'  
24 copyrighted works, including by removing Plaintiffs' copyrighted works from their online music  
25 library or users' station streams, and/or by marking Plaintiffs' copyrighted works as "restricted" or  
26 "not available for unauthorized reproduction." Additionally, Defendants offer cash rewards to  
27 users to reach a large audience and deactivate users who fail to reach minimum audience numbers,  
28 thus encouraging their users to program popular, copyrighted music on their stations.

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1 96. The infringement of Plaintiffs' rights in each of their copyrighted works constitutes  
2 a separate and distinct act of infringement.

3 97. Defendants' acts of infringement are willful, intentional and purposeful, in  
4 disregard of and indifferent to, the rights of Plaintiffs.

5 98. Through the conduct described above, Defendants are inducing the infringement of  
6 Plaintiffs' copyrights and exclusive rights under copyright, in violation of Sections 106 and 501 of  
7 the Copyright Act, 17 U.S.C. §§ 106, 501.

8 99. As a direct and proximate result of Defendants' inducement of infringement of  
9 Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to the maximum  
10 statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with respect to each  
11 infringing copy made by each subscriber, or such other amounts as may be proper under 17 U.S.C.  
12 § 504(c). Alternatively, at Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be  
13 entitled to their actual damages, including Defendants' profits from infringement, as will be proven  
14 at trial.

15 100. Defendants' conduct is causing and, unless enjoined by this Court, will continue to  
16 cause Plaintiffs great and irreparable injury that cannot be fully compensated or measured in  
17 money. Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Plaintiffs are  
18 entitled to a permanent injunction prohibiting further infringement of their copyrights and  
19 exclusive rights under copyright.

20 101. Plaintiffs are entitled to their costs, including reasonable attorneys' fees, pursuant to  
21 17 U.S.C. § 505.

22 102. Plaintiffs are further entitled to the impoundment and destruction or other  
23 reasonable disposition of infringing copies of Plaintiffs' copyrighted sound recordings and cover  
24 art pursuant to 17 U.S.C. § 503.

25 **SEVENTH CLAIM FOR RELIEF**  
26 **(Unfair Competition Under California Business and Professions Code § 17200**  
27 **As To Pre-1972 Recordings)**

28 103. Plaintiffs repeat and reallege every allegation contained in paragraphs 1 through

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 . FAX 415.989.1663

1 102 as if fully set forth herein.

2 104. Without authorization, Defendants are reproducing and performing, or benefitting  
3 financially from, aiding, encouraging, enabling, inducing, causing, materially contributing to, or  
4 otherwise facilitating the reproduction and performance of Plaintiffs' statutory and common law  
5 rights in their Pre-1972 Works, including but not limited to the representative list of sound  
6 recordings listed in **Exhibit B**, in violation of the laws of the State of California, including Civ.  
7 Code § 980(a)(2) and common law misappropriation.

8 105. Defendants' conduct as alleged herein constitutes an unfair method of competition  
9 and/or an unfair, unlawful, or deceptive practice within the meaning of Section 17200 of the  
10 California Business and Professions Code that has caused, and continues to cause, irreparable  
11 injury to Plaintiffs' business, goodwill and reputation.

12 106. Defendants' actions, if not enjoined, will continue. Plaintiffs have no adequate  
13 remedy at law and are entitled to permanent injunctive relief.

14 107. As a result of Defendants' unfair, unlawful or deceptive practices as set forth  
15 herein, Plaintiffs have suffered damages, including a diminution in the value of their business  
16 reputation and goodwill, and are entitled to restitution in such amounts as will be proven at trial.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs demand a jury trial and pray for judgment against Defendants as  
19 follows:

20 1. For permanent injunctive relief enjoining Defendants and Defendants' agents,  
21 servants, employees, officers, attorneys, successors, licensees, partners, and assigns, and all  
22 persons acting in concert or participation with each or any of them, including all users of  
23 Defendants' service, from directly infringing, and/or benefitting financially from, aiding,  
24 encouraging, enabling, inducing, causing, materially contributing to, or otherwise facilitating the  
25 infringement of, any of Plaintiffs' copyrights or exclusive rights protected by the Copyright Act or  
26 California statutory or common law, whether now in existence or hereafter created;

27 2. For the impoundment and destruction or other reasonable disposition of infringing  
28 copies of Plaintiffs' copyrighted sound recordings and cover art;

COBLENTZ, PATCH, DUFFY & BASS LLP  
ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
415.391.4800 · FAX 415.989.1663

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3. For an accounting of any and all revenues and profits that Defendants have derived from their wrongful actions;

4. For all damages to which Plaintiffs may be entitled, including Plaintiffs' actual damages and/or Defendants' profits, in such amounts as may be found, or, in the alternative and at Plaintiffs' election, for statutory damages in the maximum amount allowed by law;

5. For compensatory damages in such amounts as will be proven at trial, as well as punitive damages;

6. For the costs of this action and reasonable attorneys' fees; and

7. For such other and further relief the Court deems just.

DATED: February 26, 2016

COBLENTZ PATCH DUFFY & BASS LLP

By:           /s/ Jeffrey G. Knowles            
Jeffrey G. Knowles  
Attorneys for Plaintiffs