

1 Richard S. Busch (*Pro Hac Vice* Pending)  
(Tennessee Bar # 14594)  
2 E-Mail: rbusch@kingballow.com  
KING & BALLOW  
3 315 Union Street, Suite 1100  
Nashville, TN 37201  
4 (615) 259-3456 Facsimile: (615) 726-5417

5 Paul H. Duvall (SBN 73699)  
E-Mail: pduvall@kingballow.com  
6 KING & BALLOW  
1999 Avenue of the Stars, Suite 1100  
7 Century City, CA 90067  
(424) 253-1255 Facsimile: (888) 688-0482

8 Mark L. Block (SBN 115457)  
E-Mail: mblock@wargofrench.com  
9 WARGO & FRENCH LLP  
1888 Century Park East, Suite 1520  
10 Los Angeles, CA 90067  
11 (310) 853-6355 Facsimile: (310) 853-6333

12 Attorneys for Plaintiffs  
HALOSONGS, INC., MARTIN HARRINGTON,  
13 AND THOMAS LEONARD

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

16 HaloSongs, Inc., Martin Harrington, and  
17 Thomas Leonard,

18 Plaintiffs,

19 vs.

20 Edward Christopher Sheeran p/k/a Ed  
21 Sheeran, Ed Sheeran Limited, Nathan  
Cable Touring LLP, John "Johnny"  
22 McDaid, Sony/ATV Songs LLC,  
23 Sony/ATV Music Publishing (UK)  
Limited, Polar Patrol Music Limited d/b/a  
24 Polar Patrol Music Publishing, Warner  
25 Music UK Ltd., Warner Music Group  
26 Corporation d/b/a Asylum Records, and  
Atlantic Recording Corporation d/b/a  
27 Atlantic,

28 Defendants.

CASE #

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

Complaint Filed: June 8, 2016

Trial Date: Not Set

1 **JURISDICTION AND VENUE**

2 1. The jurisdiction of this Court with respect to the copyright infringement  
3 claims is based upon 28 U.S.C. §§ 1331 and 1338(a) in that the controversy arises under  
4 the Copyright Act and Copyright Revision Act of 1976 (17 U.S.C. § 101 *et seq.*), which  
5 is within the exclusive jurisdiction of federal courts pursuant to 28 U.S.C. § 1331.

6 2. This Court has general personal jurisdiction over Defendants because they  
7 may be found within, and conduct systematic and continuous business in, California, as  
8 discussed fully herein.

9 3. This Court has specific personal jurisdiction over Defendants given the  
10 systematic and continuous business contacts of both corporate and individual Defendants  
11 in California with respect to the Infringing Works (defined below), evidenced by the  
12 connections discussed below, which, collectively, prove purposeful availment to  
13 California.

14 4. Plaintiffs' claims implicate widespread, pervasive infringement of a  
15 copyright owned by HaloSongs, Inc. ("HaloSongs"), Martin Harrington ("Harrington")  
16 and Thomas Leonard ("Leonard"), individuals who reside in California. Among other  
17 things, and as explained more fully below:

18 5. Defendants offered the Infringing Works for sale in California, and/or  
19 authorized the same.

20 6. Defendants advertised the Infringing Works to California residents.

21 7. Defendants benefited substantially from the sale of a substantial number of  
22 copies of the Infringing Works in California.

23 8. Defendants licensed and/or authorized the licensing of the Infringing Works  
24 with California companies and for exploitation in California, including but not limited the  
25 licensing of the Infringing Works in at least one major motion picture just recently  
26 released.

27 9. A substantial number of purchasers of the Infringing Works are California  
28 residents.

1 10. Defendants are, at a minimum, constructively aware of their continuous and  
2 substantial commercial interactions with California residents.

3 11. A coordinated plan existed among all Defendants to distribute the Infringing  
4 Works throughout the U.S., including California.

5 12. Defendants actively participated in and/or authorized the unauthorized and  
6 unlawful manufacture of the Infringing Works.

7 13. Defendants actively participated in the unauthorized and unlawful  
8 distribution of the Infringing Works to California residents.

9 14. Edward Christopher Sheeran p/k/a Ed Sheeran (“Sheeran”) has made, and  
10 he and other Defendants have authorized, organized, and promoted, performances of the  
11 Infringing Works numerous times in California.

12 15. Defendants have generated touring revenues from the unauthorized and  
13 unlawful exploitation of the Infringing Works, including receiving substantial revenue  
14 from such exploitation in California.

15 16. Defendants, individually and collectively, have generated substantial  
16 revenue from the exploitation of the Infringing Works in California.

17 17. Sheeran and John “Johnny” McDaid (“McDaid”) have traveled to California  
18 on business related to the Infringing Works.

19 18. Sheeran and McDaid frequently visit California, and each lived in Los  
20 Angeles while working on the album *Multiply*, containing the Infringing Works.

21 19. Defendants have knowingly and willfully exploited the Infringing Works in  
22 California, and the harm resulting from such infringement was knowingly directed at  
23 HaloSongs, Harrington, and Leonard, individuals who reside in this District.

24 20. California has a considerable interest in adjudicating disputes wherein  
25 California residents are the target of the harm resulting from exploitation of infringing  
26 works.

27 21. The Defendants herein, who are primarily based out of the U.K., facilitated  
28 the infringing acts occurring in the U.S., and actively participated in a scheme aiding,

1 inducing, and contributing to copyright infringement in the U.S. Furthermore, on  
2 information and belief, these companies have also entered into agreements with California  
3 companies, or companies that have a significant presence in California, with the intention  
4 that such contracts will be performed in California.

5 22. For those Defendants primarily based out of the U.K., given their willful and  
6 knowing exploitations of the Infringing Works in California, each could certainly  
7 reasonably anticipate being haled into a court in the U.S., and California specifically.  
8 Thus, jurisdiction could also be exercised constitutionally in this Court pursuant to Rule  
9 4(k)(2).

10 23. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(a)  
11 because Defendants are subject to personal jurisdiction in this Judicial District and have  
12 committed unlawful acts of infringement in this Judicial District.

13 **COMPLAINT**

14 24. This is an action for willful copyright infringement in which Sheeran and  
15 McDaid, the credited writers of the international hit song “Photograph,” among others,  
16 copied, and exploited, without authorization or credit, the work of other active,  
17 professional songwriters, on a breathtaking scale, unabashedly taking credit for the work  
18 of these songwriters by claiming it to be their own. This copying is, in many instances,  
19 verbatim, note-for-note copying, makes up nearly one half of “Photograph,” and raises  
20 this case to the unusual level of strikingly similar copying. While Sheeran, McDaid, and  
21 the other Defendants received career-defining accolades, awards, and a fortune for  
22 “Photograph,” the true writers of much of “Photograph” received nothing, and, following  
23 notice and a failure to cure, bring this action to vindicate their rights for the deliberate  
24 taking of their work, to recover damages, and to ask, as the law provides, that Defendants  
25 be required to disgorge their ill-gotten profits attributable to their infringement.

26 25. HaloSongs, Harrington, and Leonard (collectively, “Plaintiffs”), by their  
27 attorneys, for their Complaint against Sheeran, Ed Sheeran Limited, Nathan Cable  
28 Touring LLP, McDaid, Sony/ATV Songs LLC, Sony/ATV Music Publishing (UK)

1 Limited, Polar Patrol Music Limited d/b/a Polar Patrol Music Publishing, Warner Music  
2 UK Ltd., Warner Music Group Corporation d/b/a Asylum Records, and Atlantic  
3 Recording Corporation d/b/a Atlantic (collectively, “Defendants”), for willful copyright  
4 infringement, further allege, upon knowledge as to its own acts and upon information and  
5 belief as to the acts of others, as follows:

6 **NATURE OF THIS ACTION**

7 **THE PARTIES**

8 26. Plaintiff HaloSongs is a Delaware corporation, and is co-owner of the legal  
9 and equitable copyright in the musical composition “Amazing” via written assignment  
10 from Leonard, who is a co-writer of “Amazing” with Harrington. Plaintiff Harrington is  
11 the sole shareholder of HaloSongs. HaloSongs is located at 28382 Constellation Road,  
12 Valencia, CA, 91355.

13 27. Plaintiff Harrington, an individual, is a co-owner of the legal and equitable  
14 copyright in the musical composition and sound recording “Amazing,” which he co-wrote  
15 with Leonard. Harrington is a resident of San Diego, California.

16 28. Plaintiff Leonard, an individual, is a co-owner of the legal and equitable  
17 copyright in the musical composition and sound recording “Amazing.” Leonard is a  
18 resident of Orange County, California.

19 29. Defendant Sheeran, an individual, is a writer and performer of the infringing  
20 composition and sound recording “Photograph” (collectively “Infringing Works,” unless  
21 otherwise noted), and co-owner of the copyright of the infringing composition  
22 “Photograph.” Sheeran has offered for sale, and caused and authorized others to offer for  
23 sale, the Infringing Works in California. Sheeran has sold, licensed, authorized for sale,  
24 distribution and license, and benefited from the sale, distribution, and licensing of, the  
25 Infringing Works in California. Sheeran has performed the Infringing Works numerous  
26 times in California. Upon information and belief, Sheeran lived in Los Angeles while  
27 working on the album *Multiply*, containing the infringing composition and sound  
28 recording “Photograph.” Upon information and belief, Sheeran conducts systematic and

1 continuous business in this District, and has generated substantial revenue from the  
2 exploitation of the Infringing Works in California. Upon further information and belief,  
3 Sheeran is a resident of Suffolk, England.

4 30. Defendant Ed Sheeran Limited is a United Kingdom (“U.K.”) entity with its  
5 principal place of business at 41 Great Portland Street, London, London, W1W 7LA,  
6 United Kingdom. Upon information and belief, Ed Sheeran Limited organizes and  
7 negotiates Mr. Sheeran’s touring arrangements. Mr. Sheeran is the sole shareholder of Ed  
8 Sheeran Limited. Upon information and belief, Ed Sheeran Limited has arranged for the  
9 performance of the Infringing Works numerous times in California. Upon information  
10 and belief, Ed Sheeran Limited conducts systematic and continuous business in this  
11 District, and has generated substantial revenue from the exploitation of the Infringing  
12 Works in California, including but not limited to the public performances of “Photograph”  
13 in California. Upon further information and belief, Ed Sheeran Limited entered into  
14 contracts with other Defendants which authorized and caused widespread exploitation of  
15 the Infringing Works in the United States, and specifically in California, with a significant  
16 amount of the harm directed to California and its residents.

17 31. Defendant Nathan Cable Touring LLP (Ed Sheeran Limited and Nathan  
18 Cable Touring LLP, together are “Ed Sheeran Ltd.”) is a U.K. entity with its principal  
19 place of business at 41 Great Portland Street, London, London, W1W 7LA, United  
20 Kingdom. Upon information and belief, Nathan Cable Touring LLP organizes and  
21 negotiates Mr. Sheeran’s touring arrangements. Upon information and belief, Sheeran is  
22 an officer and LLP designated member of Nathan Cable Touring LLP. Upon information  
23 and belief, Nathan Cable Touring LLP has arranged for the performance of the Infringing  
24 Works numerous times in California. Upon information and belief, Nathan Cable Touring  
25 LLP conducts systematic and continuous business in this District, and has generated  
26 substantial revenue from organizing and negotiating the public performances of  
27 “Photograph” in California. Upon further information and belief, Nathan Cable Touring  
28 LLP entered into contracts with other Defendants which authorized and caused public

1 performance of “Photograph” in the United States, and specifically in California, with a  
2 significant amount of the harm directed to California and its residents.

3 32. Defendant McDaid, an individual, upon information and belief, is a writer of  
4 the infringing composition “Photograph.” McDaid is a songwriter signed with Defendant  
5 Polar Patrol. McDaid has offered for sale and license, and caused others to offer for sale  
6 and license, the Infringing Works in California. McDaid has sold, licensed, and authorized  
7 the sale and license of “Photograph” and benefited from the sale and license of  
8 “Photograph” in California. Upon information and belief, McDaid is a resident of the  
9 U.K., but spends a substantial amount of time in this District, and maintains a home in  
10 Malibu, California. Upon information and belief, McDaid lived in Los Angeles for some  
11 time while working on the album *Multiply*, containing the infringing composition  
12 “Photograph.” Upon information and belief, McDaid conducts systematic and continuous  
13 business in this District, and has generated substantial revenue from the exploitation of  
14 the Infringing Works in California.

15 33. Defendant Sony/ATV Songs LLC (“Sony/ATV Songs”) is a Delaware  
16 corporation with its principal place of business at 550 Madison Avenue, New York, NY  
17 10022. Upon information and belief, Sony/ATV Songs serves as music publisher and has  
18 exploited the infringing composition and sound recording “Photograph.” Sony/ATV  
19 Songs is responsible for coordinating, among other things, the marketing, promotion, and  
20 sale and license of the musical composition “Photograph” in the United States. Upon  
21 further information and belief, Sony/ATV Songs entered into contracts which caused  
22 widespread exploitation of the Infringing Works in the United States, including licenses  
23 for exploitation of “Photograph” in California. Upon further information and belief,  
24 Sony/ATV Songs can be served via its registered agent The Prentice-Hall Corporation  
25 System, Inc. at 2711 Centerville Road Suite 400, Wilmington, DE 19808. Upon  
26 information and belief, Sony/ATV Songs conducts systematic and continuous business in  
27 this District, including operating an office in this District, and has generated substantial  
28 revenue from the exploitation of “Photograph” in California.

1           34. Defendant Sony/ATV Music Publishing (UK) Limited (“Sony/ATV UK”) is  
2 a U.K. company with its principal place of business located at 30 Golden Square, London,  
3 W1F 9LD, United Kingdom. Upon information and belief, Sony/ATV UK is an affiliate  
4 of U.S. based Sony/ATV Music Publishing, which maintains offices in this District at  
5 10635 Santa Monica Blvd #300, Los Angeles, CA 90025. Sony/ATV UK serves as music  
6 publisher and has exploited the infringing composition “Photograph.” Sony/ATV UK is  
7 responsible for coordinating, among other things, the marketing, licensing, promotion,  
8 and sale of the Infringing Works in the United States. Upon information and belief,  
9 Sony/ATV UK enters into contractual relationships with residents of California. Upon  
10 information and belief, Sony/ATV UK conducts systematic and continuous business in  
11 this District, and has generated substantial revenue from the exploitation of the Infringing  
12 Works in California.

13           35. Defendant Polar Patrol Music Limited d/b/a Polar Patrol Music Publishing  
14 (“Polar Patrol”) is a U.K. company with its principal place of business located at 55  
15 Loudoun Road, St. John’s Wood, London, NW8 0DL, United Kingdom. Polar Patrol is  
16 the co-owner of the copyright of, serves as music publisher for, and has exploited the  
17 infringing composition “Photograph.” Upon information and belief, Polar Patrol enters  
18 into contractual and licensing relationships with residents of California with respect to  
19 “Photograph” and other of its musical compositions. Upon information and belief, Polar  
20 Patrol is responsible for coordinating, among other things, the marketing, promotion, sale  
21 and licensing of its share of the infringing musical composition “Photograph” in  
22 California and in the United States, and has specifically entered into licenses for the  
23 exploitation of “Photograph” in California. Upon information and belief, Polar Patrol  
24 conducts systematic and continuous business in this District, including but not limited to  
25 entering into contracts and agreements with California companies, which are to be  
26 performed in California, and has generated substantial revenue from those contracts, the  
27 exploitation of “Photograph,” and the exploitation of other of its musical compositions in  
28 California. One such contract involves, in just the last few weeks, an acquisition, in whole

1 or in part, by a California based company, although Polar Patrol has remained a separately  
2 distinct corporation.

3 36. Defendant Warner Music UK Ltd. (“Warner UK”) is a U.K. affiliate of  
4 Warner Music Group with its principal place of business at 90 High Holborn, Seventh  
5 Floor, London, WC1V 6XX, United Kingdom. Warner UK is the owner of the copyright  
6 of the infringing sound recording “Photograph.” Warner UK is the music label  
7 responsible for coordinating, among other things, the production, manufacture,  
8 distribution, marketing, promotion, and exploitation, of the Infringing Works. Upon  
9 information and belief, Warner UK enters into contractual relationships in, and with  
10 residents of, California. Warner UK authorized the production and distribution of the  
11 Infringing Works throughout the United States, and specifically, on information and  
12 belief, authorized its affiliated entities, Asylum and Atlantic, to distribute the Infringing  
13 Works in California. Warner UK has therefore offered for sale, and caused others to offer  
14 for sale, the Infringing Works in California. Warner UK has sold, and benefited from the  
15 sale of, the Infringing Works in California. Warner UK entered into contracts with other  
16 Defendants which caused widespread exploitation of the Infringing Works in the United  
17 States, including California, with a significant amount of the harm directed to California  
18 and its residents. Upon information and belief, Warner UK is part of the Warner Music  
19 Group Corporation, a Delaware corporation with its principal place of business at 1633  
20 Broadway, New York, NY 10019, and with offices in Los Angeles County at 3400 W  
21 Olive Ave, Burbank, CA 91505.

22 37. Defendant Warner Music Group Corporation d/b/a Asylum Records  
23 (“Asylum”) is a Delaware corporation with its principal place of business located at 1633  
24 Broadway, 7th Floor, New York, NY 10019. Asylum is owned by Warner Music Group  
25 Corporation, which maintains offices at 3400 West Olive Avenue, Burbank, CA 91505.  
26 Asylum is a music label responsible for coordinating, among other things, the production,  
27 manufacture, distribution, marketing, and promotion, of the Infringing Works in the  
28 United States. Asylum has offered for sale, and caused others to offer for sale, the

1 Infringing Works in California. Asylum has sold, and benefited from the sale of, the  
2 Infringing Works in California. Upon information and belief, Asylum conducts  
3 systematic and continuous business in this District, and has generated substantial revenue  
4 from the exploitation of the Infringing Works in California. Asylum can be served via its  
5 registered agent CT Corporation System at 818 West Seventh Street, Suite 930, Los  
6 Angeles, CA 90017.

7 38. Defendant Atlantic Recording Corporation d/b/a Atlantic (“Atlantic”) is a  
8 Delaware corporation with its principal place of business located at 1633 Broadway, New  
9 York, NY 10019. Atlantic is a wholly owned subsidiary of Warner Music Group  
10 Corporation, which maintains offices at 3400 West Olive Avenue, Burbank, CA 91505.  
11 Atlantic is a record label responsible for coordinating, among other things, the production,  
12 manufacture, distribution, marketing, and promotion, of the Infringing Works in the  
13 United States. Atlantic has offered for sale, and caused others to offer for sale, the  
14 Infringing Works in California. Atlantic has sold, and benefited from the sale of, the  
15 Infringing Works in California. Upon information and belief, Atlantic conducts  
16 systematic and continuous business in this District, and has generated substantial revenue  
17 from the exploitation of the Infringing Works in California. Atlantic can be served via its  
18 registered agent CT Corporation System at 818 West Seventh Street, Suite 930, Los  
19 Angeles, CA 90017.

20 **FACTS RELEVANT TO COMPLAINT**

21 **Background**

22 **1. Background of Harrington and Leonard**

23 39. Harrington is a British songwriter, record producer, and music publisher.  
24 Over the past 16 years, Harrington has co-written and produced multiple international hit  
25 songs for recording artists in the pop, adult, Latin, and dance genres.

26 40. Harrington’s first ever release was “What Took You So Long,” a No. 1  
27 hit single in the U.K. for former Spice Girl Emma Bunton. The song peaked at No. 1  
28 on the U.K. Singles Chart and No. 6 on the European Hot 100 Singles. Harrington

1 received a Chart Newcomers award for being one of the youngest songwriters to have  
2 a No. 1 song in the U.K.

3 41. Subsequently, Harrington wrote the U.K. and European No. 1 song “Let’s  
4 Dance” by the boyband 5ive and co-wrote five songs from their No. 1 album *Kingsize*.

5 42. Additionally, Harrington wrote Kylie Minogue’s “Love at First Sight” on  
6 her album *Fever*, which peaked at No. 3 on the *Billboard* 200 Chart and No. 1 on the  
7 U.K. Albums Chart. “Love at First Sight” was nominated for a Grammy Award for  
8 Best Dance Recording, was nominated for an Ivor Novello Award (Most Performed  
9 Work Category), and won an ASCAP award in 2002. The single was a hit on U.K.  
10 and European radio, rising as high as No. 2 on the U.K. Singles Chart. The song also  
11 peaked at 23 on the *Billboard* Hot 100, which introduced Harrington to the U.S. Market  
12 as a songwriter.

13 43. Harrington produced and co-wrote many songs on Natalie Imbruglia’s  
14 album *Counting Down the Days*. The album entered the U.K. Albums Chart at No.  
15 1. Harrington co-produced the album’s lead single “Shiver,” which reached No. 8 in  
16 the U.K. Singles Chart, and spent five consecutive weeks at No. 1 on the U.K. Airplay  
17 chart. “Shiver” was the most played song on U.K. Radio for 2005.

18 44. Stevie Wonder, Celine Dion, Thalia, Prince Royce, Westlife, Sonique, 5ive,  
19 Busted, Atomic Kitten, Flipsyde, Lee Ryan, Simon Webbe, Echosmith, and Blue have all  
20 released songs that were written or produced by Harrington or published by HaloSongs.

21 45. Leonard is a successful American singer, songwriter, and multi-  
22 instrumentalist.

23 46. Leonard’s writing credits include, “Safest Place to Hide” by Backstreet  
24 Boys, “You Know Me” by George Huff (No. 32 on *Billboard*’s Gospel Songs chart),  
25 “Thank You” by Charice, as well as multiple songs by Zero 7, Bo Bruce, and Echosmith.

## 26 **2. The Formation of HaloSongs**

27 47. Harrington formed HaloSongs in an attempt to build a successful music  
28 publishing company, and in order to write and co-write songs with writers signed to

1 HaloSongs for popular recording artists to release. Harrington intended to develop  
2 talented songwriters and help them achieve commercial success.

3 48. Leonard was a writer signed to HaloSongs. Leonard assigned to  
4 HaloSongs 50% of musical compositions co-written by Harrington and himself, and  
5 also granted HaloSongs administration rights, for a specified term. Leonard has  
6 assigned 50% of his copyright in the musical composition “Amazing” to HaloSongs,  
7 as well as the non-exclusive right of HaloSongs to pursue this action for infringement.

8 49. As active, professional songwriters, the misappropriation of Harrington  
9 and Leonard’s work, and the work of the writers of HaloSongs, deprives the writers  
10 of the rightful recognition to which the writers are due, while others unfairly build  
11 their publishing portfolio, careers, and a fortune on their wrongful misappropriation.  
12 As discussed fully below, that is precisely what has happened here.

13 50. Indeed, having songs properly licensed and credited is vital for a songwriter,  
14 which in turn generates other writing opportunities well into the future. It is particularly  
15 harmful to active songwriters when a song is unlawfully misappropriated. The damage to  
16 a boutique publishing company, like HaloSongs, and the writers associated with it, goes,  
17 therefore, well beyond the damage directly associated with not being compensated when  
18 their work is used. Being associated with a hit song, like “Photograph,” would necessarily  
19 generate interest in other songs in the HaloSongs’ catalog, and other songs written by  
20 Harrington and Leonard.

21 51. Defendants’ willful infringement of “Amazing” has harmed HaloSongs,  
22 Harrington, and Leonard because, among other things, Harrington and Leonard were not  
23 properly credited for their contributions to “Photograph.” The proper licensing of  
24 “Amazing” for “Photograph” would not have only generated substantial revenues, but it  
25 would have generated international recognition for Harrington and Leonard as co-writers  
26 of a worldwide hit song. Instead, Harrington and Leonard had to sit by and watch  
27 Defendants receive awards, acclaim, and compensation without any of the proper  
28

1 recognition being received, as it should have been, by Harrington, Leonard, and  
2 HaloSongs.

3 52. In fact, Keith Urban stated in an interview with *Rolling Stone* that he “fell in  
4 love with this song (‘Photograph’) at Wembley [Stadium], watching everybody in the  
5 audience sing along. The songwriting is just spellbinding.”

6 53. Little did Mr. Urban or the crowd know, they were singing along to the  
7 “Amazing” chorus written by Harrington and Leonard.

8 54. Furthermore, in just the last week, the major motion picture *Me Before You*  
9 was released. Not only is “Photograph” contained within the film, but its presence is  
10 heavily promoted by the movie, with a portion of the very chorus copied by Defendants  
11 contained in two trailers promoting the movie. The trailers are available for view on  
12 YouTube and similar websites.

13 55. Being acknowledged by Mr. Urban and others of his stature, and having  
14 music highlighted in a major motion picture, are game changers for the careers of active  
15 songwriters. Songwriters are deprived of these opportunities when music is wrongly taken  
16 from them, as has happened here.

17 **3. Background of “Amazing”**

18 56. “Amazing” was written by Harrington and Leonard on May 14, 2009.  
19 “Amazing” was finalized, recorded, produced, and mixed by Harrington on June 12,  
20 2009. Harrington and Leonard are the sole writers of “Amazing.”

21 57. “Amazing” was registered with Broadcast Music, Inc. (“BMI”) on July 29,  
22 2009.

23 58. A complete application for copyright registrations for the musical  
24 composition and sound recording of “Amazing” has been filed with the United States  
25 Copyright Office, with Copyright Application Case Number 1-3529378721.

26 59. In early January 2011, Harrington was contacted by Ash Howes, who along  
27 with Richard “Biff” Stannard, was producing portions of Matt Cardle’s upcoming album  
28 *Letters*.

1 60. Mr. Cardle is the winner of the 2010 season of *The X Factor*.

2 61. At the request of Mr. Howes, Harrington submitted a finished and fully  
3 mixed recording of “Amazing,” among other songs, to Mr. Howes to be considered as a  
4 potential song to be covered (i.e., re-recorded) by Mr. Cardle.

5 62. On or about January 13, 2011, Harrington and Leonard agreed to send to  
6 them the chorus only version of “Amazing,” but informed Mr. Howes that Harrington and  
7 Leonard retained all rights to their original version of “Amazing.”

8 63. A few days later, Mr. Stannard emailed Harrington and Leonard and stated  
9 that Mr. Cardle loved the chorus, and asked Harrington and Leonard to send the  
10 multitracks of “Amazing” to Mr. Howes so Mr. Cardle could create a derivative version  
11 of “Amazing” with the same name (“Amazing 2”).

12 64. Upon hearing “Amazing 2,” Harrington and Leonard immediately  
13 recognized that “Amazing 2” copied the entire musical track, chords, chorus melody,  
14 chorus lyrics, and structure from their original “Amazing,” as well as copying some of  
15 Harrington’s instrumentation from the original multitracks, including guitars, backing  
16 vocals, and keyboards. There is no part of the chorus of the musical composition  
17 “Amazing 2” that is not in the musical composition “Amazing.”

18 65. “Amazing 2” was credited as co-written by Messrs. Harrington, Leonard,  
19 Howes, Stannard, and Cardle, and released on February 19, 2012 as the third single from  
20 Mr. Cardle’s debut studio album, *Letters*.

21 66. *Letters* was released on October 14, 2011 and peaked at No. 2 on The Official  
22 U.K. Albums Chart.

23 67. “Amazing 2” peaked at No. 84 on The Official U.K. Singles chart.

24 68. As of June 1, 2016 “Amazing 2” has over 1 million views on YouTube.

25 69. “Amazing 2” was performed on national television stations in the U.K., and  
26 was played on national and regional U.K. Radio, including, but not limited to, BBC Radio  
27 2, MTV, ITV1, ITV2, Virgin, and The Voice.

28 70. Mr. Cardle performed “Amazing 2” on his 2012 *Letters* Live tour in the U.K.

1 71. Defendants, therefore, had access to the “Amazing” musical composition  
2 through the foregoing. In addition, as discussed below, the sheer magnitude, and verbatim  
3 copying of “Amazing” by Defendants, is so blatant in both scale and degree, that it raises  
4 this matter to an unusual level of striking similarity where access is presumed.

5 **B. Infringement by Defendants**

6 **1. Intentional Copying of “Amazing”**

7 72. As discussed above, this action for willful copyright infringement arises  
8 from Defendants’ infringement of Plaintiffs’ copyright in the musical composition  
9 “Amazing.”

10 73. Defendants are the performer, writers, producers, record labels,  
11 manufacturers, distributors, and publishers of the infringing “Photograph” musical  
12 compositions, sound recordings, music videos, and other products embodying the  
13 Infringing Works.

14 74. BBC News stated Sheeran was the most-played pop act in the U.K. in 2015.  
15 BBC News further stated, “Sheeran was No. 3 on the list in 2014, largely due to the  
16 ‘broadcast and public use’ of ‘Thinking Out Loud,’ ‘Photograph’ and ‘Bloodstream.’”

17 75. Sheeran stated in an interview with *Nova FM*, that he thought “Photograph”  
18 “will be the one that will change [his], kind of, career path.” Sheeran stated in a July 2014  
19 interview with *The Telegraph* that “Photograph” is his “collateral” song and that “[i]f the  
20 rest of the album is s\_\_\_, we can sell it on this one.”

21 76. While “Photograph” did so for Defendants, HaloSongs, Harrington, and  
22 Leonard have not been nearly as fortunate. As discussed below, the copying of “Amazing”  
23 by “Photograph” is breathtaking in its deliberateness, magnitude, and hubris.

24 **2. Unauthorized Release and Exploitation of “Photograph”**

25 77. The infringing composition and sound recording “Photograph” appears on  
26 the album titled *x* (pronounced “multiply”) (hereinafter, “*Multiply*”).

27 78. *Multiply* was released in the United States on June 20, 2014. Warner UK,  
28 Asylum, and Atlantic released, manufactured, distributed, and marketed the single and

1 the album.

2 79. Defendants released the single for “Photograph” on or about May 11, 2015.  
3 The song “Photograph” reached No. 1 on the *Billboard* US Adult Top 40 chart, No. 3 on  
4 the *Billboard* Adult Contemporary chart, No. 5 on the *Billboard* US Mainstream Top 40  
5 chart, No. 10 on the US *Billboard* Hot 100 chart, and No. 18 on the US Dance/Mix Show  
6 Airplay chart.

7 80. The album *Multiply* reached No. 1 on the *Billboard* 200 chart, No. 1 on the  
8 *Billboard* Top Album Sales chart, and No. 3 on the *Billboard* US Digital Albums chart.

9 81. As of June 8, 2016, the official music video for “Photograph,” has attracted  
10 more than 208 million views on YouTube and was nominated for Best Video at 2016 Brit  
11 Awards.

12 82. “Photograph” has sold more than 3.5 million copies worldwide. On February  
13 29, 2016, “Photograph” was certified 2x Multi-Platinum by the RIAA for selling over 2  
14 million copies in the U.S. alone, and was certified Platinum in the U.K.

15 83. As of August 25, 2015, *Multiply* sold more than 10 million copies  
16 worldwide. On December 17, 2015, *Multiply* was certified 2x Multi-Platinum by the  
17 RIAA for selling over 2 million copies in the U.S. alone. *Multiply* was also certified 9x  
18 Platinum in the U.K., 7x Platinum in New Zealand, and 3x Platinum in Canada. *Multiply*  
19 was the first album to be certified Diamond in Australia.

20 84. *Multiply* received Grammy nominations for Album of the Year and Best Pop  
21 Vocal Album and was nominated for a Brit Award for Album of the Year.

22 85. As discussed above, “Photograph” is featured in the major motion picture  
23 film *Me Before You*. On information and belief, Defendants licensed the Infringing Works  
24 for inclusion in that film, and on its soundtrack, after notice of the infringement was  
25 received, and with knowledge of the infringement. At minimum, Defendants were on  
26 notice of the infringement well before the film or the soundtrack were released.

27 **3. Striking Similarity Between “Amazing” and “Photograph”**

28 86. In late 2014, Leonard called Harrington and asked Harrington to listen to

1 “Photograph.”

2 87. Upon hearing “Photograph,” Harrington immediately recognized the  
3 similarity with “Amazing.”

4 88. The chorus of “Photograph” is an interpolation of the chorus of “Amazing,”  
5 as transcribed in the same key in the example below. “Photograph” is strikingly similar  
6 to “Amazing.” As explained below, in all cases, these elements of each of these songs are  
7 both quantitatively and qualitatively important to both the infringed and infringing  
8 compositions and sound recordings, and instantly recognizable to the ordinary observer.

9 89. To write and record the song “Photograph,” Defendants intentionally and  
10 unlawfully copied the unique and original chorus from “Amazing.” The misappropriated  
11 portions of “Amazing” run throughout nearly one half of both “Photograph” and  
12 “Amazing.” “Amazing” and “Photograph” are both extrinsically and intrinsically  
13 strikingly similar.

14 90. The chorus sections of “Amazing” and the infringing “Photograph” share **39**  
15 **identical notes**—meaning the notes are identical in pitch, rhythmic duration, and  
16 placement in the measure. Additionally, the chorus sections of “Amazing” and the  
17 infringing “Photograph” share 4 substantially related notes—meaning the notes are the  
18 same in pitch, but not necessarily the same in rhythmic duration or identical placement in  
19 the measure. In other words, out of the 61 notes in the chorus section of “Photograph,”  
20 approximately 70 percent of the notes are identical to or substantially related to notes in  
21 the chorus section of “Amazing.” Further, 64 percent of the notes in the chorus section of  
22 “Photograph” are identical to the notes in the chorus section of “Amazing.”

23 91. Both the “Amazing” chorus, and the infringing “Photograph” chorus, utilize  
24 similar structures of the songs (both have verses followed by bridge and chorus sections),  
25 and the first chorus of each song is half as long as the chorus sections that follow.

26 92. Both the “Amazing” chorus and the infringing “Photograph” chorus have an  
27 added resolving chord at the end of each song and in one of the previous chorus sections.

28

93. The chorus sections of “Amazing” and the infringing “Photograph” chorus make up large percentages of each song. The chorus sections of “Amazing” comprise 47 percent of the song. The chorus sections of the infringing “Photograph” comprise 41 percent of the song. The chorus of a song is generally considered a very important part of a song, and that is the case here for both “Photograph” and “Amazing.”

94. The chorus section of “Photograph” uses the same melodic rhythm as the chorus section of “Amazing.” Both chorus sections use suspended notes in the same corresponding measures. Further, both chorus sections use quarter notes on beats 1 and 3 in corresponding measures.

95. Both chorus sections have remarkably similar melody notes, melodic phrases, melodic rhythm, harmony, and harmonic rhythm.

96. The chorus section of “Photograph” uses substantially the same chord

M	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A	Eb		Bb		Cm		Ab(add2)		Eb		Gm7		Cm		Ab(add2)	
P*	Eb		Bb		Cm		Ab		Eb		Bb		Cm		Ab	

\* transposed from the key of E major down a half step to the key of Eb major for purposes of comparison

progression as the chorus section of “Amazing.” The chords in the chorus section of “Amazing” are as follows:

97. The only difference in the chord progression of the two choruses comes in measure 12 where “Amazing” uses Gm7, whereas “Photograph” uses Bb. The Gm7 chord is the related minor chord to Bb major, which uses three of the four notes found in Gm7. The change between Gm7 and Bb major is not meaningful and does not affect the overall similarity between the two songs.

98. In fact, “Photograph” simply repeats, in measures 9-16, the harmonic pattern established in measures 1-8.

99. Further, the chorus section of “Photograph” uses the same phrase structure as the “Amazing” chorus. Both songs make use of two eight-measure sections with two-measure phrases.

100. The chorus section of “Photograph” uses the same harmony and harmonic rhythm as the “Amazing” chorus with the only exception being one chord in measure 12.

101. The chorus section of “Photograph” uses the same rhyming structure as the chorus section of “Amazing.” The measures 1, 5, 9, 11, and 13 all end in a similar “ee” sound. Measures 1, 9, and 13 actually end in the same word (“me”).

102. The similarity between the chorus sections of “Amazing” and “Photograph” is strikingly similar and would be obvious to an ordinary observer. It was not the product of independent creation.

103. The red notes in the following transcript dramatically highlight the degree of similarity between the pieces (39 identical and 4 closely related pitches).

104. The choruses of “Amazing,” “Amazing 2,” and “Photograph” include:

The image displays a musical score comparison for three songs: "Amazing", "Amazing 2\*\*", and "Photograph". The score is organized into two systems of three staves each. The first system covers measures 1 through 3, and the second system covers measures 4 through 7. Each staff is labeled with the song name and includes lyrics. Red notes are placed on the musical staves to highlight similarities between the different versions. Chord symbols are written above the staves: Eb for measures 1 and 3, Cm for measures 5 and 6, and Ab (add2) for measure 7. The lyrics for the first system are: "Amazing 1: how did you find me you came out of no - where like li - ghtning"; "Amazing 2\*\*: 1:34 how did you find me came out of no - where like li - ghtning"; "Photograph\*: 2:26 so you can keep me in - side the po - cket of your ripped jeans". The lyrics for the second system are: "Amazing 1: s'kind of a - maz - ing how you found me through all the noise some - how"; "Amazing 2\*\*: kind of a - maz - ing how you found me through all the noise some - how oh."; "Photograph\*: hold - ing me clo - ser 'til our eyes meet you won't e - ver be a - lone".

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Amazing 1  
and how did you see me you broke through the dark-ness and you reached me

Amazing 2\*\*  
— how did you see me broke through the dark-ness and you reached me

Photograph\*  
and if you hurt me that's o - k ba - by on - ly words bleed

Amazing 1  
s'kind of a - maz - ing that you found me

Amazing 2\*\*  
kind of a - maz - ing that you found me

Photograph\*  
in - side these pa - ges you just hold me

Amazing 1  
in all the stra-ngers some how

Amazing 2\*\*  
through all the stra-ngers some how

Photograph\*  
I won't e - ver let you go

\* transposed from original key of E major to Eb major for the purposes of comparison

\*\* transposed from original key of C major to Eb major for the purposes of comparison

105. The striking similarity of notes, structure, harmony, vocal style, and rhythm are clear indicators that “Photograph” copies “Amazing.” As shown in the above transcriptions, there is nothing in the “Amazing 2” chorus that did not originate with

1 “Amazing,” and that is not in “Amazing,” and “Photograph’s” copying of the “Amazing”  
2 chorus is in many places verbatim.

3 106. The songs’ similarities reach the very essence of the work. The similarities  
4 go beyond substantial, which is itself sufficient to establish copyright infringement, and  
5 are in fact striking. The similarity of words, vocal style, vocal melody, melody, and  
6 rhythm are clear indicators, among other things, that “Photograph” copies “Amazing.”

7 **4. Defendants’ Copying of the Chorus of “Amazing”**  
8 **through Access to “Amazing 2”**

9 107. The “Amazing” chorus is original to “Amazing.”

10 108. “Amazing 2” uses the same parts of “Amazing” copied in “Photograph.”  
11 “Amazing 2” is a derivative work of “Amazing.”

12 109. The chorus of “Amazing 2” is a virtual verbatim copy of the chorus of  
13 “Amazing.”

14 110. There are no similarities between “Photograph” and “Amazing 2” that do not  
15 also exist in, and originate from, “Amazing.”

16 111. Any copyright in the derivative “Amazing 2” would extend only to the  
17 material contributed by the author of such work, as distinguished from the pre-existing  
18 material employed in the work, and would not imply any exclusive right in the pre-  
19 existing portions of “Amazing” copied in “Photograph.”

20 112. Under 17 U.S.C. § 103(b), any copyright in “Amazing 2” is independent of,  
21 and does not affect or enlarge the scope, duration, ownership, or subsistence of, any  
22 copyright protection in the pre-existing work “Amazing.”

23 113. Given that a complete copyright application for “Amazing” has been filed,  
24 but an application for the derivative work has not, a suit for infringement may be  
25 maintained as to any protected element contained in the registered preexisting work  
26 “Amazing,” which includes all copying at issue in this action.

27 114. Material copied from the underlying work “Amazing,” will constitute an  
28 infringement of “Amazing” regardless of whether the defendant copied directly from the

1 underlying work, or indirectly via the derivative “Amazing 2.”

2 115. Given the striking similarity between the chorus of “Amazing” and  
3 “Photograph,” Defendants knew when writing, publishing, recording, releasing, and  
4 distributing, “Photograph” that they were infringing on a pre-existing musical  
5 composition.

6 116. Given Defendants’ access to “Amazing 2,” Defendants knew when writing,  
7 publishing, recording, releasing, and distributing, “Photograph” that they were infringing  
8 the musical composition “Amazing.”

9 **5. Unauthorized Exploitation of Amazing**

10 117. On or about December 22, 2015, HaloSongs, Harrington, and Leonard  
11 notified counsel for Sheeran and other Defendants that “Photograph” unlawfully copied  
12 “Amazing.”

13 118. Plaintiffs made continuous efforts to privately resolve this issue without  
14 litigation. Plaintiffs wished to resolve this issue amicably, however, despite Plaintiffs’  
15 efforts, the infringement continued, there was no resolution of this matter, and Plaintiffs  
16 were forced to bring this lawsuit.

17 119. The conduct of Defendants has been willful from the inception of the  
18 creation of “Photograph.” In addition, subsequent to this notice, Defendants have failed  
19 to cease their exploitation of “Photograph,” and have continued their willful infringing  
20 activity.

21 120. Defendants have, without authorization, created derivative works of  
22 “Amazing” and reproduced, distributed, published, displayed, publicly performed, and  
23 otherwise exploited the Infringing Works, resulting in substantial revenue for Defendants.

24 121. Sheeran performed and continues to perform the Infringing Works on the  
25 radio, at 179 live concerts worldwide, at personal appearances, in videos, on television  
26 and/or otherwise.

27 122. As mentioned above, Defendants have acted willfully with respect to the use  
28 of “Photograph” in the film and soundtrack *Me Before You*.

1 123. As discussed fully above, all Defendants are responsible in some manner for  
2 the events described herein and are liable to Plaintiffs for damages available under the  
3 Copyright Act. Defendants named herein are the writers, performers, producers, record  
4 labels, distributors, publishers, and others, who were involved with the creation, release,  
5 reproduction, distribution, exploitation, licensing, and public performance of the  
6 Infringing Works, embodied in all forms of media, including videos, digital downloads,  
7 records, motion pictures and advertisements, all of which constitute, among other things,  
8 the improper preparation of a derivative work and direct, vicarious, and contributory  
9 infringement. As co-infringers, Defendants are jointly and severally liable for all amounts  
10 owed.

11 124. Each Defendant is a “practical partner,” as that term is defined and  
12 interpreted by courts in this Circuit, in the infringing acts with all other Defendants, and  
13 are thus jointly and severally liable for each other’s profits. As described throughout this  
14 Complaint, each of the Defendants had an important role in the infringing activity, and  
15 worked together to accomplish it, were involved in directing various aspects of many of  
16 the coordinated infringing activities, and all had a significant financial interest in the  
17 infringing activity.

18 125. These acts were willful, knowing, and malicious and perpetrated without  
19 regard to Plaintiffs’ rights.

20 126. Despite the notice discussed above, Defendants continue to willfully infringe  
21 on the musical composition “Amazing” by reproducing, displaying, distributing,  
22 exploiting, licensing, and publicly performing the Infringing Works. The Infringing  
23 Works continue to be reproduced, sold, distributed, publicly performed, licensed, and  
24 otherwise exploited on compact discs and albums, and as digital downloads, ringtones  
25 and mastertones, and in music videos, all without payment to Plaintiffs.

26 127. Indeed, upon information and belief, in the last few weeks, and with full  
27 knowledge of the infringement, Polar Patrol was brazenly sold to another company, in  
28 whole or in part, although it continues to exist as a separate corporation. Upon information

1 and belief, “Photograph” is the most valuable of all of the assets of Polar Patrol, and  
2 increased the price of the sale. The profits of Defendants that Plaintiffs are entitled to  
3 recover thus includes the portion of Polar Patrol’s sale price that may be attributable to  
4 the inclusion of the infringing “Photograph” composition.

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **Direct, Contributory, and Vicarious Copyright Infringement of “Amazing” By**  
8 **“Photograph”**

9 128. Plaintiffs repeat and re-allege each of the foregoing paragraphs, as though  
10 fully set forth herein.

11 129. Plaintiffs are the owners of the United States copyright in all rights, titles,  
12 and interests in the musical composition “Amazing.” Application Case Number 1-  
13 3529378721 for registration of the musical composition “Amazing” has been filed with  
14 the United States Copyright Office.

15 130. Defendants had access to “Amazing” (as discussed above). Furthermore,  
16 “Photograph” and “Amazing” are strikingly similar, meaning that access is presumed.

17 131. Defendants’ unauthorized reproduction, distribution, public performance,  
18 display, and creation of a derivative work, “Photograph,” infringes Plaintiffs’ exclusive  
19 rights in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

20 132. Defendants did not seek or receive permission to copy or interpolate any  
21 portion of “Amazing” into “Photograph.” All of the elements of “Amazing” copied by  
22 “Photograph” are original to “Amazing.”

23 133. Defendants’ conduct has at all times been knowing, willful, and with  
24 complete disregard to Plaintiffs’ rights.

25 134. As a proximate cause of Defendants’ wrongful conduct, Plaintiffs have been  
26 irreparably harmed.

27 135. “Photograph” copies quantitatively and qualitatively distinct, important, and  
28 recognizable portions of “Amazing.” This copying satisfies both the intrinsic and extrinsic

1 tests to establish copyright infringement.

2 136. From the date of the creation of the infringing composition and sound  
3 recording “Photograph,” all Defendants have infringed Plaintiffs’ copyright interest in  
4 “Amazing” including: (a) by substantially copying and publicly performing, or  
5 authorizing the copying and public performances, including publicly performing  
6 “Photograph” at radio, live concerts, personal appearances, and on video, television, and  
7 otherwise; (b) by authorizing the reproduction, distribution, and sale of the records and  
8 digital downloads through the execution of licenses, and/or actually selling,  
9 manufacturing, and/or distributing “Photograph” through various sources; (c) by  
10 substantially copying and the related marketing and promotion of the sale of the records,  
11 videos, tickets to concerts and other performances, and other merchandise; and (d) by  
12 participating in and furthering the aforementioned infringing acts, and/or sharing in the  
13 proceeds therefrom, all through substantial use of “Amazing” in and as part of  
14 “Photograph,” packaged in a variety of configurations and digital downloads, mixes and  
15 versions, and performed in a variety of ways including radio, concerts, personal  
16 appearances, video, television, and/or otherwise.

17 137. Plaintiffs have received no copyright ownership interests in, and for any of  
18 the exploitations of, “Photograph” or any of the works associated with “Photograph.”

19 138. The infringement by Defendants has been, and continues to be, willful and  
20 knowing.

21 139. Defendants have reproduced and/or distributed and continue to manufacture,  
22 reproduce and distribute large numbers of copies of “Photograph,” which violate  
23 Plaintiffs’ copyrights and are at issue in this lawsuit. Defendants have not only marketed  
24 and exploited the songs that are at issue in this lawsuit, but have granted or caused to be  
25 granted to various parties, licenses to reproduce, sample and/or distribute the songs that  
26 are in violation of Plaintiffs’ copyrights.

27 140. With knowledge of the infringement, Defendants have induced, caused, or  
28 materially contributed to the infringing conduct of others, such that they should be found

1 to be contributorily liable.

2 141. Defendants had the right and ability to control other infringers and have  
3 derived a direct financial benefit from that infringement such that Defendants should be  
4 found to be vicariously liable.

5 142. The infringement is continuing as the album *Multiply*, on which  
6 “Photograph” appears, continues to be sold and both the album and single “Photograph”  
7 continues to be licensed for sale, downloads, ringtones, mastertones, and other  
8 exploitations by Defendants, or their agents.

9 143. As a direct and proximate result of the conduct of Defendants, Plaintiffs have  
10 suffered actual damages including lost profits, lost opportunities, loss of goodwill, and  
11 lost publicity.

12 144. Pursuant to 17 U.S.C. § 504(b), Plaintiffs are entitled to damages, including  
13 the substantial profits of Defendants, as will be proven at trial, which, upon information  
14 and belief, are believed to exceed \$20 million (\$20,000,000).

15 145. Plaintiffs are entitled to Defendants’ profits relating to foreign sales of copies  
16 of the Infringing Works that were manufactured, distributed, or otherwise infringed  
17 domestically.

18 146. In the alternative, pursuant to 17 U.S.C. § 504(c), Plaintiffs are entitled to  
19 the maximum amount of statutory damages for each act of willful copyright infringement.

20 147. Plaintiffs are further entitled to a running royalty on all future exploitations  
21 of “Photograph.”

22 148. Plaintiffs are entitled to their costs, including reasonable attorneys’ fees,  
23 pursuant to 17 U.S.C. § 505.

24 149. Defendants’ conduct is causing and, unless enjoined by this Court, will  
25 continue to cause Plaintiffs irreparable injury that cannot be fully compensated or  
26 measured in monetary terms. Plaintiffs have no adequate remedy at law. Pursuant to 17  
27 U.S.C. § 502, Plaintiffs are entitled to a permanent injunction prohibiting the  
28 reproduction, distribution, sale, public performance, or other use or exploitation of

1 “Photograph,” including all Infringing Works, or, in the alternative, a continuing royalty  
2 following judgment in an amount to be determined.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment against Defendants and for the  
5 following relief:

6 A. A declaration that Defendants have willfully infringed Plaintiffs’  
7 copyrighted works in violation of the Copyright Act;

8 B. A declaration that Defendants are directly, vicariously and/or contributorily  
9 liable for copyright infringement, as applicable;

10 C. A permanent injunction requiring Defendants and their agents, servants,  
11 employees, officers, attorneys, successors, licensees, partners, and assigns, and all  
12 persons acting in concert or participation with each or any one of them, to cease directly  
13 and indirectly infringing, and causing, enabling, facilitating, encouraging, promoting,  
14 inducing, and/or participating in the infringement of any of Plaintiffs’ rights protected by  
15 the Copyright Act;

16 D. If the Court determines a permanent injunction is not the appropriate remedy  
17 for the continued infringement of Plaintiffs’ rights under the Copyright Act, then pursuant  
18 to precedent, be compensated by a running royalty paid on all exploitations of  
19 “Photograph” commencing from the date of judgment and for all amounts not taken into  
20 consideration in the judgment;

21 E. An award of damages pursuant to 17 U.S.C. § 504(b), including actual  
22 damages, and the profits of Defendants as will be proven at trial, which, on information  
23 and belief, are believed to exceed \$20 million (\$20,000,000), including a finding that  
24 Defendants are “practical partners” of each other and jointly and severally liable for the  
25 profits of each other, or, in the alternative, the maximum amount of statutory damages  
26 pursuant to 17 U.S.C. § 504(c) for each act of willful infringement;

27 F. An award of attorneys’ fees and full costs pursuant to 17 U.S.C. § 505 and  
28 under other applicable law;

1 G. For pre-judgment and post-judgment interest according to law, as applicable;  
2 and

3 H. For such other and further relief as this Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Pursuant to Federal Rule of Civil Procedure 38(b), and otherwise, Plaintiffs  
6 respectfully demand a trial by jury.

7  
8 Dated: June 8, 2016

By: /s/ Paul H. Duvall  
Richard S. Busch (*pro hac vice* pending)  
Paul H. Duvall (SBN 73699)  
E-Mail: pduvall@kingballow.com  
KING & BALLOW  
1999 Avenue of the Stars, Suite 1100  
Century City, California 90067  
Telephone: (424) 253-1255  
Facsimile: (888) 688-0482

Mark L. Block (SBN 115457)  
E-Mail: mblock@wargofrench.com  
WARGO & FRENCH LLP  
1888 Century Park East; Suite 1520  
Los Angeles, CA 90067  
Telephone: (310) 853-6355  
Facsimile: (310) 853-6333