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11 *Attorneys for Plaintiffs*

12 **UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 William Smith;
15 Brian Clover;
16 Scott McCulloch
17 *Plaintiff*

v.

18 The Weeknd;
19 Abel M. Tesfaye (p/k/a The Weeknd);
20 Jason Quenneville (p/k/a DaHeala);
21 Ahmad Balshe (p/k/a Belly);
22 Savan Harish Kotecha;
23 Ali Payami;
24 Karl Martin Sandberg (p/k/a Max
25 Martin);
26 Peter Anders Svensson;
27 The Weeknd XO, LLC;
28 The Weeknd XO, Inc.;
DaHeala & Co., LLC;
MXM, LLC;
MXM Publishing;
MXM Music AB;
Wolf Cousins;
Universal Music Group, Inc.;

Case No.:

**COMPLAINT FOR
COPYRIGHT INFRINGEMENT**

Counts:

1. Direct Copyright Infringement
2. Contributory Copyright Infringement
3. Vicarious Copyright Infringement
4. Declaration of Authorship/Ownership
5. Accounting – Declaratory Relief
6. Constructive Trust – Declaratory Relief
7. Unjust Enrichment

DEMAND FOR JURY TRIAL

1 Universal Music Publishing, Inc.
2 Universal Music Corporation;
3 Universal Music Publishing LTD;
4 Universal Music Publishing BL Limited;
5 Big Life Music Ltd;
6 Kobalt Songs Music Publishing, Inc.;
7 KMR Music Royalties II SCSP;
8 SONGS Music Publishing LLC;
9 Songs of SMP;
10 Warner/Chappell Music, Inc.;
11 WB Music Corp.;
12 Warner/Chappell Music Scandinavia AB
13 Sal and CO Management LP;
14 Sal and CO LP;
15 Wassim Salibi (aka Tony Sal)
16 (general partner of Sal and Co);
17 Artist Nation Management Group, Inc.
18 (general partner of Sal and Co);
19 The Weeknd XO Music, ULC
20 XO&co., Inc. (d/b/a XO)
21 UMG Recordings, Inc. (d/b/a Republic
22 Records);

Defendants

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COMPLAINT

1. This music copyright infringement suit concerns superstar artist The Weeknd blatantly copying Plaintiffs’ song “I Need To Love” to create the song “A Lonely Night” included on his chart-topping and Grammy award-winning *Starboy* album. A quick listen to the key-matched comparison at the following link will quickly dispel any doubt that Plaintiffs’ song was copied: <https://youtu.be/y-WCCWWYsj0>.

2. In 2004-05, three UK songwriters—plaintiffs William “Billy” Smith, Brian Clover, and Scott McCulloch—jointly wrote, recorded, engineered, produced, and performed a song named “I Need To Love,” as well as several others. The trio jointly own all rights and copyrights in “I Need To Love.” The song can be found here: <https://youtu.be/yu7DKWQ2ibM>.

3. As a result of their output and talent, in 2005 publisher Big Life Music acquired rights to shop three of Plaintiffs’ songs to artists, including “I Need to Love,” as well as songs titled “Be My Light” and “Walk Away.”

4. Plaintiffs’ “I Need to Love” was in fact pitched all over the world to many artists by Big Life.

5. In 2008, Big Life Music (and its rights to promote Plaintiffs’ songs) were acquired by Universal Music Publishing Group, by and through the company Universal Music Publishing BL Limited, a successor business to Big Life.

6. In 2016, Universal informed Plaintiffs that the 3 songs had not been exploited.

7. Shortly thereafter, on November 11, 2016, Universal voluntarily relinquished all claims to Plaintiffs’ compositions, stating that “Publisher confirms that it has relinquished any and all claim in and to the unexploited compositions listed in the schedule to this letter with effect from 11 November 2016.” This relinquishment included “I Need To Love.”

1 8. Two weeks later on November 25, 2016, artist The Weeknd (real
2 name is Abel Tesfaye) and Universal released his massively successful album
3 *Starboy*, which topped the charts. On that album was a song named “A Lonely
4 Night.” It can be found here: <https://youtu.be/i4ghdw373a4>.

5 9. The trio first became aware of “A Lonely Night” when plaintiff
6 Clover heard the song while shopping at Topman in Colchester, UK. Mr. Clover
7 instantly knew that the song he was hearing was in fact the trio’s “I Need To Love”
8 that Plaintiffs had written in 2004-05 and which Universal promoted from 2005-
9 2016.

10 10. A comparison of “A Lonely Night” and Plaintiffs’ song “I Need To
11 Love” shows that the songs are not only substantially similar, but strikingly
12 similar.

13 11. Plaintiffs’ expert musicologist, Alexander Stewart, is clear that the
14 similarities between the two songs could only result from copying:

15 My preliminary investigation and analysis has revealed
16 substantial similarities between these two songs. Subjectively,
17 I believe these similarities are so clear as to be obvious even
18 to a casual listener. As seen in my objective analysis below,
19 these similarities amount to, both quantitatively and
20 qualitatively, the most important musical expression in both
21 works. *In my opinion, based on the level of detail in which these
similarities are found, these similarities could only result from
copying.*

22 See Exhibit 1 - Expert Musicologist Report of Dr. Alexander Stewart (emphasis
23 added).

24 12. Indeed, Dr. Stewart’s analysis observes that key parts of “A Lonely
25 Night” are practically identical to “I Need to Love”:

26 ///

27 ///

28 ///

6. Signature passage or “hook” of each song

The most important musical expression in both songs consists of virtually identical musical passages. Example 1 below provides a transcription of the first full iteration of these parts in each song. As will be demonstrated in my analysis below, quantitatively and qualitatively these passages form the “hooks” or most valuable content of each song. As with the harmonies, for comparison purposes the passages have been transposed to the same key, G minor.

Example 1 Signature phrases: “Need To Love” (transposed to G minor) and “Lonely Night”

The image shows two musical staves. The top staff is for 'Need To Love' (0:18) in G minor (G-7) with a C- chord. The bottom staff is for 'Lonely Night' (0:50) in G minor (G-7) with an Ebmaj7 chord. Both are in 4/4 time. The lyrics are: 'Need To Love: It's clear to me, get that fun-ny feel - ing when you're next to me...'; 'Lonely Night: A lone-ly night, ba - by girl I loved you on a lone-ly night, oh...'. Red dots highlight the notes: G4, A4, Bb4, C5 in the first phrase, and G4, A4, Bb4, C5 in the second phrase of both songs.

All the notes in common have been highlighted in red. Besides sharing almost all the same pitches (discussed further below under pitch sequence), the melodies in each song consist of two phrase parts, a shorter figure on the first four syllables that functions as an antecedent phrase segment and a longer figure containing the next eleven syllables that functions as a consequent or answering phrase segment. These phrase segments are separated by a quarter-rest (one-beat rest) and set to almost exactly the same pitch sequences, rhythms, metric placement, and harmony.

	Antecedent figure	Consequent figure
NL	It's clear to me	get that fun-ny feel-ing when you're next to me
LN	A lone-ly night	ba-by girl I loved you on a lone-ly night (oh)

See Exhibit 1 - Expert Musicologist Report of Dr. Alexander Stewart (emphasis added).

13. Dr. Stewart’s report concludes:

The passages discussed above are the most important and memorable musical expression in both songs. Composers and producers in popular music consider that, in order to be successful, songs must contain at least one or more of these memorable passages or “hooks.” These passages are unquestionably the “hooks” or most valuable expression in each song.

1 [] *In this investigation and analysis I have found substantial*
2 *similarities that in my opinion can only be the result of copying.*
3 These similarities include melodic, harmonic, rhythmic, and
4 foundational musical expression more generally as well as
5 important details. *This expression is the most valuable content*
6 *in both songs both from a quantitative and qualitative*
7 *perspective.*

8 See Exhibit 1 - Expert Musicologist Report of Dr. Alexander Stewart (emphases
9 added).

10 14. The identical and strikingly similar nature of the two songs establishes
11 access.

12 15. It is not a coincidence that Universal Music released the *Starboy*
13 album just two weeks after Universal returned “I Need To Love” back to Plaintiffs.

14 16. Not only is access proven by the songs’ striking similarities, but
15 access is also proven through both Plaintiffs’ and Defendants’ contacts at
16 Universal.

17 17. The writers credited for the song “A Lonely Night” are defendants
18 Tesfaye (The Weeknd), Jason Quenneville (p/k/a DeHeala), Ahmad Balshe (p/k/a
19 Belly), Savan Hrish Kotecha, Ali Payami, Martin Sandberg (p/k/a Max Martin),
20 and Peter Anders Svensson.

21 18. At all relevant times Defendant Jason Quenneville, professionally
22 known as DaHeala, was an in-house producer for Universal Music Publishing and
23 had access to Plaintiffs’ songs. He was given priority access to unexploited songs
24 at Universal, including Plaintiffs’ “I Need To Love.”

25 19. Furthermore, defendant Quenneville has been at all relevant times the
26 in-house producer for The Weeknd and his creative director, and wrote five songs
27 on the *Starboy* album *including* “A Lonely Night.”

28 20. The fact that The Weeknd producer and co-writer Quenneville also
 worked at Universal and for The Weeknd, and had access Plaintiffs’ music, simply
 confirms that Defendants had access to and in fact copied Plaintiffs’ song.

1 21. This is not the first time that The Weeknd has been accused of music
2 copyright infringement concerning the *Starboy* album.

3 22. For instance, the artist Yasminah has sued The Weeknd for taking her
4 song “Hooyo” also known as “Jewel of My Life” to create the title track “Starboy,”
5 while at least two producers for Yasminah have already settled out of court with
6 the superstar.

7 23. Other lawsuits against Defendants include allegations that The
8 Weeknd copied a composer’s film score to create hit song “The Hills,” and that
9 when creating “Belong to the World” The Weeknd sampled the song “Machine
10 Gun” from the artist Portishead over his objection.

11 24. Furthermore, according to performing rights organizations’ records, it
12 appears that “duplicate claims” have been lodged against dozens of songs written
13 and/or performed by The Weeknd, including those co-written by Jason
14 Quenneville.

15 25. Clearly, the Weeknd does not create his own work, but merely
16 slavishly copies others. The Weeknd’s songwriting process includes using other
17 people’s work to write songs.

18 26. Plaintiffs’ song is registered with the Copyright Office at number:
19 SRu001345680, protecting their musical composition “I Need To Love.” See
20 Exhibit 2. Defendants’ song is registered with the Copyright Office at numbers:
21 PA0002083923, PA0002063071, PA0002082977, and SR0000814318.

22 27. The sheet music on sale of “A Lonely Night” lists the following
23 entities as benefitting from the infringing exploitation of Plaintiffs’ work:

24 Songs Music Publishing, LLC o/b/o Songs Of SMP, MXM, WB
25 Music Corp., Wolf Cousins, Warner/Chappell Music
26 Scandinavia AB, Universal Music Corp. and Sal And Co LP. All
27 Rights for MXM Administered Worldwide by Kobalt Songs
28 Music Publishing. All Rights for Wolf Cousins and
 Warner/Chappell Music Scandinavia AB in the U.S. and
 Canada Administered by WB Music Corp. All Rights for Sal And

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Co LP Administered by WB Music Corp. and Universal Music Corp.

Exhibit 3.

28. All predicate acts of infringement took place in the United States, and upon information and belief in the Central District of California.

29. Plaintiffs are also entitled as a matter of law to a declaration of ownership and authorship in “A Lonely Night,” and actual damages, direct profits, and indirect profits from the exploitation of the song.

30. As a result of Defendants’ conduct, Plaintiffs are entitled to damages, which include but are not limited to licensing fees, mechanical royalties, advertising revenue, streaming revenue, and concert revenue—and any other revenue derived from the exploitation of “A Lonely Night” and the *Starboy* album.

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THE PARTIES

Plaintiffs

William “Billy” Smith

“Smith”

31. Plaintiff Billy Smith is a resident of the United Kingdom, and holds dual citizenship with the United Kingdom and the United States.

32. He co-wrote, co-authored, and co-owns the song “I Need to Love,” with Clover and McCulloch.

33. The trio also co-produced, co-engineered, and collectively performed the song.

Brian Clover

“Clover”

34. Plaintiff Brian Clover is a resident and citizen of the United Kingdom.

35. He co-wrote, co-authored, and co-owns the song “I Need to Love,” with Smith and McCulloch.

36. The trio also co-produced, co-engineered, and collectively performed the song.

Scott McCulloch

“McCulloch”

37. Plaintiff Scott McCulloch is a resident and citizen of the United Kingdom.

38. He co-wrote, co-authored, and co-owns the song “I Need to Love,” with Smith and Clover.

39. The trio also co-produced, co-engineered, and collectively performed the song.

Defendants

The Weeknd

40. The Weeknd, upon information and belief, is a band, company, partnership, and/or songwriting group led by Abel M. Tesfaye who also performs professionally under that name. The Weeknd resides in this district.

41. Defendant directly infringed Plaintiffs’ song by duplicating it, creating derivative works, publicly performing it, and otherwise reproducing it without authorization.

42. At all points Defendant had the right and ability to control or stop the infringing conduct but failed to do so.

43. At all points Defendant knew of the infringement and also materially contributed and caused the infringement by, including but not limited to, promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely Night” and/or permitting their use.

44. Defendant has received significant financial benefits as a result of the infringement.

Defendant Abel M. Tesfaye **“The Weeknd”**

45. Defendant Abel Tesfaye is professionally known as “The Weeknd.”

46. The Weeknd is a resident of Hidden Hills, CA.

47. The Weeknd released his album, *Starboy*, on November 25, 2016. The album rocketed to the top of the charts and has been certified as double platinum in the United States.

48. Tesfaye is listed as one the authors and writers of the track on *Starboy* called “A Lonely Night.”

49. Tesfaye directly infringed Plaintiffs’ song by duplicating it, creating derivative works, publicly performing it, and otherwise reproducing it without authorization.

1 50. At all points Defendant had the right and ability to control or stop the
2 infringing conduct but failed to do so.

3 51. At all points Defendant knew of the infringement and also materially
4 contributed and caused the infringement by, including but not limited to,
5 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
6 Night” and/or permitting their use.

7 52. Defendant has received significant financial benefits as a result of the
8 infringement.

9 **Defendant Jason Quenneville** **“DaHeala”**

10 53. Defendant Jason Quenneville is a producer known as DaHeala. On
11 information and belief he is a resident of Los Angeles, CA.

12 54. Quenneville is credited as a writer on “A Lonely Night.”

13 55. Quenneville also has worked during the relevant time periods in and
14 around 2016 as an in house producer and artist at Universal Music. During that
15 same time period he was in-house producer and creative director for The Weeknd,
16 and co-authored multiple songs for The Weeknd, including “A Lonely Night” on
17 the *Starboy* album.

18 56. By virtue of his employment and other relationships with Universal,
19 Quenneville had access to Plaintiffs’ song “I Need to Love”.

20 57. Quenneville directly infringed Plaintiffs’ song by duplicating it,
21 creating derivative works, and otherwise reproducing it without authorization.

22 58. At all points Defendant had the right and ability to control or stop the
23 infringing conduct but failed to do so.

24 59. At all points Defendant knew of the infringement and also materially
25 contributed and caused the infringement by, including but not limited to,
26 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
27 Night” and/or permitting their use.
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1 60. Defendant has received significant financial benefits as a result of the
2 infringement.

3 **Defendant Ahmad Balshe** **“Belly”**

4 61. Defendant Ahmad Balshe is listed as an author of the song “A Lonely
5 Night.” He is professionally known as “Belly.”

6 62. On information and belief Balshe resides in Encino, California, in the
7 Central District of California.

8 63. Balshe directly infringed Plaintiffs’ song by duplicating it, creating
9 derivative works, and otherwise reproducing it without authorization.

10 64. At all points Defendant had the right and ability to control or stop the
11 infringing conduct but failed to do so.

12 65. At all points Defendant knew of the infringement and also materially
13 contributed and caused the infringement by, including but not limited to,
14 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
15 Night” and/or permitting their use.

16 66. Defendant has received significant financial benefits as a result of the
17 infringement.

18 **Defendant Savan Harish Kotecha** **“Kotecha”**

19 67. Defendant Savan Kotecha is listed as a co-author of “A Lonely
20 Night.”

21 68. On information and belief, Kotecha resides in Los Angeles, CA, in the
22 Central District of California.

23 69. Kotecha directly infringed Plaintiffs’ song by duplicating it, creating
24 derivative works, and otherwise reproducing it without authorization.

25 70. At all points Defendant had the right and ability to control or stop the
26 infringing conduct but failed to do so.

27 71. At all points Defendant knew of the infringement and also materially
28 contributed and caused the infringement by, including but not limited to,

1 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
2 Night” and/or permitting their use.

3 72. Defendant has received significant financial benefits as a result of the
4 infringement.

5 **Defendant Ali Payami** **“Payami”**

6 73. Defendant Ali Payami is listed as a co-author of “A Lonely Night.”

7 74. On information and belief Payami resides in the Central District of
8 California.

9 75. Payami directly infringed Plaintiffs’ song by duplicating it, creating
10 derivative works, and otherwise reproducing it without authorization.

11 76. At all points Defendant had the right and ability to control or stop the
12 infringing conduct but failed to do so.

13 77. At all points Defendant knew of the infringement and also materially
14 contributed and caused the infringement by, including but not limited to,
15 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
16 Night” and/or permitting their use.

17 78. Defendant has received significant financial benefits as a result of the
18 infringement.

19 **Defendant Karl Martin Sandberg** **“Max Martin”**

20 79. Defendant Karl Martin Sandberg is listed as a co-author of “A Lonely
21 Night.” He is professionally known as Max Martin.

22 80. On information and belief Sandberg resides in the Central District of
23 California.

24 81. Sandberg owns the entities MXM, LLC, MXM Publishing, and MXM
25 Music AB (“Sandberg entities”).

26 82. Sandberg directly infringed Plaintiffs’ song by duplicating it, creating
27 derivative works, and otherwise reproducing it without authorization.
28

1 83. At all points Defendant had the right and ability to control or stop the
2 infringing conduct but failed to do so.

3 84. At all points Defendant knew of the infringement and also materially
4 contributed and caused the infringement by, including but not limited to,
5 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
6 Night" and/or permitting their use.

7 85. Defendant has received significant financial benefits as a result of the
8 infringement.

9 **Defendant Peter Anders Svensson**

10 86. Defendant Peter Svensson is listed as a co-author on the song "A
11 Lonely Night."

12 87. On information and belief Svensson resides in the Central District of
13 California.

14 88. Svensson directly infringed Plaintiffs' song by duplicating it, creating
15 derivative works, and otherwise reproducing it without authorization.

16 89. At all points Defendant had the right and ability to control or stop the
17 infringing conduct but failed to do so.

18 90. At all points Defendant knew of the infringement and also materially
19 contributed and caused the infringement by, including but not limited to,
20 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
21 Night" and/or permitting their use.

22 91. Defendant has received significant financial benefits as a result of the
23 infringement.

24 **Defendant The Weeknd XO, LLC**

25 92. Defendant The Weeknd XO, LLC, is a Delaware corporation,
26 headquartered in Los Angeles, CA. Upon information and belief, Abel Tesfaye
27 uses this entity to create, promote, and sell his music.
28

1 93. Defendant directly infringed Plaintiffs' song by duplicating it,
2 creating derivative works, and otherwise reproducing it without authorization.

3 94. At all points Defendant had the right and ability to control or stop the
4 infringing conduct but failed to do so.

5 95. At all points Defendant knew of the infringement and also materially
6 contributed and caused the infringement by, including but not limited to,
7 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
8 Night" and/or permitting their use.

9 96. Defendant has received significant financial benefits as a result of the
10 infringement.

11 **Defendant The Weeknd XO, Inc.**

12 97. Defendant The Weeknd XO, Inc. is an entity headquartered in Los
13 Angeles, CA.

14 98. It does not appear to be formally registered in any US state, but it does
15 appear on the copyright registration filed for "A Lonely Night," number:
16 PA0002082977, and other songs on the *Starboy* album.

17 99. Upon information and belief, Abel Tesfaye uses this entity to create,
18 promote, and sell his music.

19 100. Defendant directly infringed Plaintiffs' song by duplicating it,
20 creating derivative works, and otherwise reproducing it without authorization.

21 101. At all points Defendant had the right and ability to control or stop the
22 infringing conduct but failed to do so.

23 102. At all points Defendant knew of the infringement and also materially
24 contributed and caused the infringement by, including but not limited to,
25 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
26 Night" and/or permitting their use.

27 103. Defendant has received significant financial benefits as a result of the
28 infringement.

1 **Defendant Daheala & Co., LLC**

2 104. Daheala & Co. is a label for Jason Quenneville incorporated in
3 California and headquartered in Los Angeles.

4 105. Defendant directly infringed Plaintiffs' song by duplicating it,
5 creating derivative works, and otherwise reproducing it without authorization.

6 106. At all points Defendant had the right and ability to control or stop the
7 infringing conduct but failed to do so.

8 107. At all points Defendant knew of the infringement and also materially
9 contributed and caused the infringement by, including but not limited to,
10 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
11 Night" and/or permitting their use.

12 108. Defendant has received significant financial benefits as a result of the
13 infringement.

14 **Defendant MXM, LLC**

15 109. Defendant MXM LLC is a single member LLC, of which Karl Martin
16 Sandberg is the member.

17 110. It is incorporated in the state of California, and headquartered in
18 Beverly Hills. It is believed to be doing business as "MXM."

19 111. MXM LLC directly infringed Plaintiffs' song by duplicating it,
20 creating derivative works, and otherwise reproducing it without authorization.

21 112. At all points Defendant had the right and ability to control or stop the
22 infringing conduct but failed to do so.

23 113. At all points Defendant knew of the infringement and also materially
24 contributed and caused the infringement by, including but not limited to,
25 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
26 Night" and/or permitting their use.

27 114. Defendant has received significant financial benefits as a result of the
28 infringement.

1 **Defendant MXM Publishing**

2 115. On information and belief, Defendant is an entity headquartered in
3 Los Angeles, CA, which publishes music for Karl Martin Sandberg and is
4 otherwise owned by him.

5 116. Defendant directly infringed Plaintiffs' song by duplicating it,
6 creating derivative works, and otherwise reproducing it without authorization.

7 117. At all points Defendant had the right and ability to control or stop the
8 infringing conduct but failed to do so.

9 118. At all points Defendant knew of the infringement and also materially
10 contributed and caused the infringement by, including but not limited to,
11 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
12 Night" and/or permitting their use.

13 119. Defendant has received significant financial benefits as a result of the
14 infringement

15 **Defendant MXM Music AB**

16 120. On information and belief, Defendant is owned by Karl Martin
17 Sandberg. Defendant is a Swedish company which does business by and through
18 Martin in Los Angeles, CA, including for the *Starboy* album.

19 121. On information and belief, Defendant is doing business as Wolf
20 Cousins, and owns the Wolf Cousins trademark.

21 122. On information and belief, Defendant is also doing business as MXM
22 Publishing.

23 123. Defendant directly infringed Plaintiffs' song by duplicating it,
24 creating derivative works, and otherwise reproducing it without authorization.

25 124. At all points Defendant had the right and ability to control or stop the
26 infringing conduct but failed to do so.

27 125. At all points Defendant knew of the infringement and also materially
28 contributed and caused the infringement by, including but not limited to,

1 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
2 Night” and/or permitting their use.

3 126. Defendant has received significant financial benefits as a result of the
4 infringement.

5 **Wolf Cousins**

6 127. Upon information and belief Wolf Cousins is an entity which owns or
7 administers or publishes “A Lonely Night.” It is affiliated with Max Martin.
8 Performing rights organizations such as ASCAP indicate that it is represented by
9 WB Music Corp. and Warner/Chappell Music Inc.

10 128. Defendant directly infringed Plaintiffs’ song by duplicating it,
11 creating derivative works, and otherwise reproducing it without authorization.

12 129. At all points Defendant had the right and ability to control or stop the
13 infringing conduct but failed to do so.

14 130. At all points Defendant knew of the infringement and also materially
15 contributed and caused the infringement by, including but not limited to,
16 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
17 Night” and/or permitting their use.

18 131. Defendant has received significant financial benefits as a result of the
19 infringement.

20 **Universal Music Group, Inc.; Universal Music Publishing, Inc. (d/b/a**
21 **Universal Music Publishing Group); Universal Music Corporation**

22 132. The Universal Defendants own UMG Recordings, Inc., and the UK
23 Universal entities. Unless otherwise stated, when Plaintiffs refer to “Universal
24 defendants” they are referring to all Universal entities around the world.

25 133. Defendants maintain offices in Los Angeles, CA and otherwise do
26 business there.

27 134. Defendants own and/or or publish and/or or administer “A Lonely
28 Night.”

1 135. Defendants directly infringed Plaintiffs' song by duplicating it,
2 creating derivative works, and otherwise reproducing it without authorization.

3 136. At all points Defendants had the right and ability to control or stop the
4 infringing conduct but failed to do so.

5 137. At all points Defendants knew of the infringement and also materially
6 contributed and caused the infringement by, including but not limited to,
7 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
8 Night" and/or permitting their use.

9 138. Defendants have received significant financial benefits as a result of
10 the infringement.

11 **Universal Music Publishing LTD; Universal Music Publishing BL Limited;**
12 **Big Life Music Ltd**

13 139. On information and belief Universal Music Publishing BL Limited
14 and Universal Music Publishing LTD are UK companies which are the successor
15 corporations to Big Life Music LTD. Big Life Music represented Plaintiffs and
16 shopped their songs to artists for development from 2005 until 2008.

17 140. Big Life was acquired by Universal Music Publishing Group in 2008.

18 141. It was through Big Life and the Universal Defendants that the other
19 Defendants found and copied Plaintiffs' song "I Need To Love."

20 142. Not coincidentally on November 11, 2016, just two weeks before The
21 Weeknd released the *Starboy* album with "A Lonely Night" on it, Defendants and
22 all other Universal entities ceded any and all rights back to Plaintiffs in "I Need To
23 Love" and made it clear that the work was "unexploited."

24 143. Furthermore, Defendants directly infringed Plaintiffs' song by
25 duplicating it, creating derivative works, and otherwise reproducing it without
26 authorization. They also own, administer, and/or publish Defendants' song.

27 144. At all points Defendants had the right and ability to control or stop the
28 infringing conduct but failed to do so.

1 145. At all points Defendants knew of the infringement and also materially
2 contributed and caused the infringement by, including but not limited to,
3 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
4 Night” and/or permitting their use.

5 146. Defendants have received significant financial benefits as a result of
6 the infringement.

7 **Kobalt Songs Music Publishing, Inc.; KMR Music Royalties II SCSP**

8 147. The Kobalt defendants administer intellectual property for the
9 Defendants in relation to the exploitation of “A Lonely Night” and the *Starboy*
10 album, including in Los Angeles, CA.

11 148. The Kobalt entities purchased SONGS Music Publishing’s catalogue
12 of songs in December 2017, which included the *Starboy* album and “A Lonely
13 Night.”

14 149. Kobalt owns and/or or publishes and/or or administers “A Lonely
15 Night.”

16 150. Kobalt also administers defendant Karl Sandberg and his entities’
17 intellectual property.

18 151. Defendants directly infringed Plaintiffs’ song by duplicating it,
19 creating derivative works, and otherwise reproducing it without authorization.

20 152. At all points Defendants had the right and ability to control or stop the
21 infringing conduct but failed to do so.

22 153. At all points Defendants knew of the infringement and also materially
23 contributed and caused the infringement by, including but not limited to,
24 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
25 Night” and/or permitting their use.

26 154. Defendants have received significant financial benefits as a result of
27 the infringement.

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1 **SONGS Music Publishing LLC**

2 155. Songs Music is incorporated in New York, and maintains an office in
3 Los Angeles, CA. Upon information and belief it also does business under the
4 name “Songs of SMP.”

5 156. Songs Music published “A Lonely Night” and the *Starboy* album.

6 157. Songs Music sold its catalogue to Kobalt Capital in or around
7 December 2017.

8 158. On information and belief the Kobalt defendants are a successor
9 company or companies to Songs Music Publishing LLC.

10 159. Defendant directly infringed Plaintiffs’ song by duplicating it,
11 creating derivative works, and otherwise reproducing it without authorization.

12 160. At all points Defendant had the right and ability to control or stop the
13 infringing conduct but failed to do so.

14 161. At all points Defendant knew of the infringement and also materially
15 contributed and caused the infringement by, including but not limited to,
16 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
17 Night” and/or permitting their use.

18 162. Defendant has received significant financial benefits as a result of the
19 infringement.

20 **Songs of SMP**

21 163. Songs of SMP is an entity which owns and/or administers and/or
22 publishes “A Lonely Night.”

23 164. Defendant directly infringed Plaintiffs’ song by duplicating it,
24 creating derivative works, and otherwise reproducing it without authorization.

25 165. At all points Defendant had the right and ability to control or stop the
26 infringing conduct but failed to do so.

27 166. At all points Defendant knew of the infringement and also materially
28 contributed and caused the infringement by, including but not limited to,

1 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
2 Night” and/or permitting their use.

3 167. Defendant has received significant financial benefits as a result of the
4 infringement.

5 **WB Music Corp.; Warner/Chappell Music, Inc.; Warner/Chappell**
6 **Music Scandinavia AB**

7 168. WB Music Corp. is incorporated in California and is part of a
8 worldwide music empire run by Warner Music. Warner/Chappell Music is a
9 Delaware corporation which maintains offices in Los Angeles, CA.
10 Warner/Chappell owns Warner/Chappell Music Scandinavia AB.

11 169. Defendants own and/or publish and/or administer “A Lonely Night,”
12 at least in part, including for several other defendant including Payami, Sal and Co,
13 and Wolf Cousins.

14 170. Defendants directly infringed Plaintiffs’ song by duplicating it,
15 creating derivative works, and otherwise reproducing it without authorization.

16 171. At all points Defendants had the right and ability to control or stop the
17 infringing conduct but failed to do so.

18 172. At all points Defendants knew of the infringement and also materially
19 contributed and caused the infringement by, including but not limited to,
20 promoting, distributing, and selling The Weeknd’s *Starboy* and/or “A Lonely
21 Night” and/or permitting their use.

22 173. Defendants have received significant financial benefits as a result of
23 the infringement.

24 **Defendant Sal and CO Management LP** **“Sal and CO”**

25 174. Sal and Co is a Delaware entity, headquartered in Beverly Hills, CA.

26 175. Upon information and belief, it is doing business as Sal and CO LP.

27 176. Its general partners are Tony Sal and Artist National Management
28 Group, Inc.

1 177. Defendant directly infringed Plaintiffs' song by duplicating it,
2 creating derivative works, and otherwise reproducing it without authorization.

3 178. At all points Defendant had the right and ability to control or stop the
4 infringing conduct but failed to do so.

5 179. At all points Defendant knew of the infringement and also materially
6 contributed and caused the infringement by, including but not limited to,
7 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
8 Night" and/or permitting their use.

9 180. Defendant has received significant financial benefits as a result of the
10 infringement.

11 **Defendant Sal and CO LP**

"Sal and CO"

12 181. Sal and Co is a Delaware entity, headquartered in Beverly Hills, CA.

13 182. Its general partners are Tony Sal and Artist National Management
14 Group, Inc.

15 183. Defendant directly infringed Plaintiffs' song by duplicating it,
16 creating derivative works, and otherwise reproducing it without authorization.

17 184. At all points Defendant had the right and ability to control or stop the
18 infringing conduct but failed to do so.

19 185. At all points Defendant knew of the infringement and also materially
20 contributed and caused the infringement by, including but not limited to,
21 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
22 Night" and/or permitting their use.

23 186. Defendant has received significant financial benefits as a result of the
24 infringement.

25 **Defendant Wassim Salibi**
26 **Sal)**

(a/k/a Tony

27 187. Wassim Salibi (aka Tony Sal) is a general partner of Sal and CO LP
28 and/or Sal and CO Management LP.

1 188. Salibi is a co-manager of The Weeknd.

2 189. Defendant directly infringed Plaintiffs' song by duplicating it,
3 creating derivative works, and otherwise reproducing it without authorization.

4 190. At all points Defendant had the right and ability to control or stop the
5 infringing conduct but failed to do so.

6 191. At all points Defendant knew of the infringement and also materially
7 contributed and caused the infringement by, including but not limited to,
8 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
9 Night" and/or permitting their use.

10 192. Defendant has received significant financial benefits as a result of the
11 infringement.

12 **Defendant Artist Nation Management Group, Inc.**

13 193. Artist Nation is a Delaware corporation, headquartered in Beverly
14 Hills, CA. Artist Nation is a general partner of Sal and CO LP and/or Sal and CO
15 Management LP.

16 194. Defendant directly infringed Plaintiffs' song by duplicating it,
17 creating derivative works, and otherwise reproducing it without authorization.

18 195. At all points Defendant had the right and ability to control or stop the
19 infringing conduct but failed to do so.

20 196. At all points Defendant knew of the infringement and also materially
21 contributed and caused the infringement by, including but not limited to,
22 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
23 Night" and/or permitting their use.

24 197. Defendant has received significant financial benefits as a result of the
25 infringement.

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1 **The Weeknd XO Music, ULC**

2 198. Defendant The Weeknd XO, LLC, is a Canadian corporation,
3 headquartered in Los Angeles, CA. Upon information and belief, Abel Tesfaye
4 uses this entity to create, promote, and sell his music, and it acts as a label.

5 199. Defendant directly infringed Plaintiffs' song by duplicating it,
6 creating derivative works, and otherwise reproducing it without authorization.

7 200. At all points Defendant had the right and ability to control or stop the
8 infringing conduct but failed to do so.

9 201. At all points Defendant knew of the infringement and also materially
10 contributed and caused the infringement by, including but not limited to,
11 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
12 Night" and/or permitting their use.

13 202. Defendant has received significant financial benefits as a result of the
14 infringement.

15 **XO&co, Inc.**

16 **"XO"**

17 203. Defendant XO&co, Inc. is a corporation doing business as "XO," as a
18 label for The Weeknd. It is headquartered in Los Angeles, CA. Upon information
19 and belief, Abel Tesfaye uses this entity to create, promote, and sell his music, and
20 it acts as a label.

21 204. Defendant directly infringed Plaintiffs' song by duplicating it,
22 creating derivative works, and otherwise reproducing it without authorization.

23 205. At all points Defendant had the right and ability to control or stop the
24 infringing conduct but failed to do so.

25 206. At all points Defendant knew of the infringement and also materially
26 contributed and caused the infringement by, including but not limited to,
27 promoting, distributing, and selling The Weeknd's *Starboy* and/or "A Lonely
28 Night" and/or permitting their use.

JURISDICTION AND VENUE

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3 216. Plaintiffs hereby incorporate by reference the preceding paragraphs
4 and repeats and realleges each of the allegations as if fully set forth here.

5 217. The infringement of “I Need to Love” has occurred by virtue of the
6 commercial exploitation of “A Lonely Night” which occurred, and continues to
7 occur, in the Central District of California, the entire United States, and throughout
8 the world.

9 218. It is believed that “I Need to Love” was first copied and made into “A
10 Lonely Night” in Los Angeles, CA.

11 219. This action is brought as a copyright infringement case and related
12 claims; and therefore, subject matter jurisdiction lies within this Court, pursuant to
13 28 U.S.C. §§ 1331 and 1338.

14 220. The Central District of California has personal jurisdiction over each
15 and every Defendant by virtue of (1) their specific contacts with this district
16 concerning “A Lonely Night,” and (2) their general, systematic, and continuous
17 business and music contacts with this district, especially concerning the
18 exploitation of the *Starboy* album.

19 221. Furthermore, the defendants, as elaborated in the above section and
20 incorporated here by reference, reside in the Central District of California, and/or
21 do substantial business with those businesses which reside in this district related to
22 the allegations in this complaint.

23 222. Venue lies within this Court pursuant to 28 U.S.C. Sections
24 1391(b)(1) – (3), 1391(c), 1391(d), and 1400(a) in that one or more defendants
25 reside in this district or have agents that reside in the district and/or are found in
26 the district.

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COUNT 1

DIRECT COPYRIGHT INFRINGEMENT

(Against all Defendants.)

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5 223. Plaintiffs hereby incorporate by reference the preceding paragraphs
6 and repeats and realleges each of the allegations as if fully set forth here.

7 224. Plaintiffs jointly own all rights in the musical composition “I Need To
8 Love,” which is an original and novel copyrightable composition.

9 225. To be liable for direct copyright infringement a defendant must have
10 had access to the work allegedly copied, and there must be substantial similarity
11 between the infringing work and the infringed work. Access can be established by
12 showing with direct or circumstantial evidence that the work in question was
13 actually copied. Access can also be established by demonstrating that the two
14 works are so strikingly similar that independent creation is precluded. Substantial
15 similarity is proven by demonstrating that an ordinary person would recognize the
16 infringing song as having been taken from the Plaintiffs’ protected expression.

17 226. Here, access is proven by the striking similarity between “I Need to
18 Love” and “A Lonely Night,” which precludes independent creation. The chorus in
19 “A Lonely Night” is practically identical to the verse in “I Need to Love,”
20 including the melody, rhythm, and pitch. The similarities could not have been the
21 result of a coincidence.

22 227. Furthermore, access is proven by Defendants’ relationships with
23 Plaintiffs’ former publisher. Defendant Universal and its predecessor company
24 acquired the rights to Plaintiffs’ music, including “I Need to Love,” and promoted
25 it throughout the world from 2005 to November 11, 2016. Defendant Quenneville
26 was an in-house producer during this time period for Universal Music. Quenneville
27 was also an in house producer for The Weeknd, and co-wrote five songs on the
28

1 *Starboy* album including “A Lonely Night.” *Starboy* was released on November
2 25, 2016.

3 228. Given Quenneville positions with Universal and The Weeknd, and
4 given that Plaintiffs’ music (including “I Need to Love”) was with Universal,
5 Defendants clearly had access to Plaintiffs’ music.

6 229. Furthermore, Defendants’ songwriting process uses other people’s
7 music as the basis for many of their songs.

8 230. At no point have Plaintiffs given Defendants permission to use “I
9 Need to Love” or any part of the protected musical expression and/or composition
10 in that song.

11 231. Defendants directly copied parts of Plaintiffs’ composition “I Need to
12 Love” in the song “A Lonely Night.”

13 232. The parts of “I Need to Love” copied in “A Lonely Night” are
14 substantially similar, and strikingly similar, as explained by Plaintiff’s expert
15 musicologist, Alexander Stewart. See Exhibit 1.

16 233. Without authorization or permission, Defendants have exploited
17 Plaintiffs’ composition, reaping tremendous financial rewards and other pecuniary
18 benefits to the detriment of Plaintiffs.

19 234. Defendants violated Plaintiffs’ exclusive rights by, including but not
20 limited to, doing the following:

- 21 a. copying and reproducing Plaintiffs’ work without permission,
- 22 b. preparing derivative works based upon Plaintiffs’ copyright which are
23 substantially similar to Plaintiffs’ work,
- 24 c. distributing copies of the copyrighted work to the public,
- 25 d. performing the work publicly.

26 235. Defendants have also encouraged and otherwise induced third parties
27 to infringe on Plaintiffs’ copyright.

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COUNT II
CONTRIBUTORY COPYRIGHT INFRINGEMENT

(Against all Defendants.)

238. Plaintiffs hereby incorporate by reference the preceding paragraphs and repeats and realleges each of the allegations as if fully set forth here.

239. To state a claim contributory copyright infringement a plaintiff must show that the defendants induced, caused, materially contributed to, and participated in the infringement of Plaintiffs’ copyrighted song, “I Need to Love.”

240. Defendants had and have knowledge of the ongoing infringing activity that is the subject of this lawsuit—the use of “I Need to Love” in “A Lonely Night”—and have induced and materially contributed to the infringing conduct of the direct infringers of Plaintiffs’ copyrighted song.

241. Without authorization or permission, Defendants continue to exploit Plaintiffs’ song reaping tremendous financial rewards and other pecuniary benefits, to the detriment of Plaintiff.

242. As a result of Defendants’ conduct, acts, and/or omissions Plaintiffs are entitled to relief, including but not limited to actual damages, direct profits, and indirect profits. This includes but is not limited to licensing fees, mechanical royalties, advertising revenue, streaming revenue, and concert revenue—and any other revenue derived from the exploitation of “A Lonely Night” and the *Starboy* album.

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COUNT III

VICARIOUS COPYRIGHT INFRINGEMENT

(Against all Defendants.)

243. Plaintiffs hereby incorporate by reference the preceding paragraphs and repeats and realleges each of the allegations as if fully set forth here.

244. To state a claim for vicarious copyright infringement the defendants must vicariously profit from the direct infringement while declining to exercise a right to stop or limit the direct infringement.

245. Here, all Defendants profit from the dissemination, sale, distribution, and licensing of the song “A Lonely Night.”

246. Furthermore, Defendants, as producers, publishers, songwriters, and copyright holders, all have control over the dissemination, sale, distribution, and licensing of the song “A Lonely Night.”

247. Without authorization or permission, Defendants continue to exploit “I Need to Love” as “A Lonely Night,” reaping tremendous financial rewards and other pecuniary benefits, to the detriment of Plaintiffs.

248. As a result of Defendants’ conduct, acts, and/or omissions Plaintiffs are entitled to relief, including but not limited to actual damages, direct profits, and indirect profits. This includes but is not limited to licensing fees, mechanical royalties, advertising revenue, streaming revenue, and concert revenue—and any other revenue derived from the exploitation of “A Lonely Night” and the *Starboy* album.

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COUNT IV
DECLARATION OF AUTHORSHIP/OWNERSHIP
(Against all Defendants)

249. Plaintiffs incorporate by reference and reallege the preceding paragraphs of this complaint.

250. As delineated throughout this complaint, Plaintiffs are the joint authors and owners of “I Need To Love.” “I Need to Love” is a joint work.

251. Because “I Need to Love” was used to create “A Lonely Night,” “A Lonely Night” is a derivative work in which Plaintiffs have ownership.

252. Plaintiffs request that this Court declare that Plaintiffs are joint authors and/or owners of the compositions and/or sound recordings for “I Need to Love.”

253. Plaintiffs request that this Court declare that Plaintiffs are authors and/or owners of the compositions and/or sound recordings for the derivative work “A Lonely Night”—whatever form that authorship or ownership might take—and all other works which use “I Need to Love.”

254. Plaintiff requests that all monies and credit that has thus far been denied to them, and in the future, as a result of the exploitation of their intellectual property be awarded to them.

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COUNT V
ACCOUNTING - DECLARATORY RELIEF
(Against all Defendants)

255. Plaintiffs incorporate by reference and reallege the preceding paragraphs of this complaint.

256. As delineated throughout this complaint, Plaintiffs are authors and owners of “I Need to Love,” as well as the infringing work “A Lonely Night.”

257. Because Defendants are currently in constructive and apparent possession of Plaintiffs’ intellectual property and monies, they owe fiduciary duties to Plaintiffs.

258. Plaintiffs demand an accounting of all monies Defendants have received, and which Plaintiffs are due but have not been paid, as a result of the use and exploitation of their copyrighted work.

259. All monies properly due to Plaintiffs not distributed should be distributed and otherwise awarded to Plaintiffs.

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COUNT VI –
CONSTRUCTIVE TRUST - DECLARATORY RELIEF
(Against all Defendants)

260. Plaintiffs incorporate by reference and reallege the preceding paragraphs of this complaint.

261. As delineated throughout this complaint, Plaintiffs are authors and owners of “I Need to Love,” as well as the infringing work “A Lonely Night.”

262. Because Defendants are currently in constructive and apparent possession of Plaintiffs’ intellectual property and monies, they owe fiduciary duties to Plaintiffs.

263. Plaintiffs ask that the Court hold all past, current, and future monies due to Plaintiffs in trust.

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COUNT VII
UNJUST ENRICHMENT
(Against all Defendants)

264. Plaintiffs incorporate by reference and reallege the preceding paragraphs of this complaint.

265. All Defendants have profited off the use of Plaintiffs’ work without providing any credit, compensation, or obtaining authorization to exploit Plaintiffs’ work.

266. Defendants have been enriched using Plaintiffs’ intellectual property but have returned nothing to the true creators.

267. As delineated throughout this complaint, Plaintiffs are authors and owners of “I Need to Love,” as well as the derivative work “A Lonely Night.”

268. This is unjust and Plaintiffs demand and request a judgment requiring Defendants to pay to Plaintiffs all monies they have been unjustly enriched with.

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CLAIMS FOR RELIEF

Wherefore, Plaintiffs demand judgment in their favor on all Counts and against all Defendants for an amount well in excess of the jurisdictional amount required to guarantee a jury trial. Plaintiffs request that this Court determine and declare that Plaintiffs are additionally awarded and afforded on all Counts:

- (a) Compensatory damages, together with interest, costs, and delay damages;
- (b) Actual damages, direct profits, and/or indirect profits, including but not limited to licensing fees, mechanical royalties, advertising revenue, streaming revenue, concert revenue.
- (c) Statutory damages of \$150,000 per infringement pursuant to 17 U.S. Code § 504 given the willfulness of Defendants’ conduct;
- (d) Declarations of authorship and ownership;
- (e) Accounting and constructive trust;
- (f) Equitable relief pursuant to 17 U.S. Code § 502 and § 503;
- (g) Punitive and exemplary damages;
- (h) Injunctive and other equitable relief inclusive of but not limited to impoundment, destruction, and halting of sales of the infringing material.
- (i) Costs and attorney’s fees; and
- (j) Such other and further relief as the Court deems just, necessary, and appropriate under the circumstances or allowed by statute.

Dated: April 3, 2019 KULIK GOTTESMAN SIEGEL & WARE LLP

/s/ Glen L. Kulik
Glen L. Kulik, Esq.
/s/ David A. Bernardoni
David A. Bernardoni, Esq.
Attorneys for Plaintiffs,
William Smith, Brian Clover and Scott McCulloch

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims and issues so triable.

Dated: April 3, 2019

KULIK GOTTESMAN SIEGEL & WARE LLP

/s/ Glen L. Kulik

Glen L. Kulik, Esq.

/s/ David A. Bernardoni

David A. Bernardoni, Esq.

Attorneys for Plaintiffs,

William Smith, Brian Clover and Scott McCulloch

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SPOLIATION CLAUSE

Plaintiffs demand that Defendants take necessary actions to ensure the preservation of all documents and things related to the case—in any format—hardcopy, electronic, audio, and visual, inclusive of but not limited to: the Master recording of “A Lonely Night”, prior recordings of “A Lonely Night,” the individual audio tracks (both from prior recordings and initial/early takes), and any and all session audio, tracks, and takes (whether or not used in the final Master). Defendants should also preserve all ProTools files related to “A Lonely Night.” All material Defendants have related to “I Need to Love” should also be preserved.

Defendants are also put on notice to preserve all things including but not limited to information, materials, communications, or other content/data related to the averments in this case.

Dated: April 3, 2019

KULIK GOTTESMAN SIEGEL & WARE LLP

/s/ Glen L. Kulik

Glen L. Kulik, Esq.

/s/ David A. Bernardoni

David A. Bernardoni, Esq.

Attorneys for Plaintiffs,

William Smith, Brian Clover and Scott McCulloch

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