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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 UMG RECORDINGS, INC., a Delaware  
14 corporation; CAPITOL RECORDS,  
15 LLC, a Delaware limited liability  
16 company; UNIVERSAL MUSIC  
17 CORP., a Delaware corporation; SONGS  
18 OF UNIVERSAL, INC., a California  
19 corporation; UNIVERSAL –  
20 POLYGRAM INTERNATIONAL  
21 PUBLISHING, INC. a Delaware  
22 corporation; UNIVERSAL – SONGS  
23 OF POLYGRAM INTERNATIONAL,  
24 INC., a Delaware corporation; and  
25 RONDOR MUSIC INTERNATIONAL,  
26 INC., a California corporation,

27 Plaintiffs,

28 v.

29 CENTRIC GROUP, LLC, a Delaware  
30 limited liability company, KEEFE  
31 GROUP, LLC, a/k/a KEEFE GROUP,  
32 INC., a Missouri limited liability

CASE NO.

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT, VIOLATION OF  
CALIFORNIA CIVIL CODE § 980(2),  
VIOLATION OF CALIFORNIA  
BUSINESS AND PROFESSIONS  
CODE § 17200 AND COMMON LAW  
UNFAIR COMPETITION**

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1 company, KEEFE COMMISSARY  
 2 NETWORK, LLC, a Missouri limited  
 3 liability company, ACCESS CATALOG  
 4 COMPANY, LLC, a Missouri limited  
 5 liability company, all d/b/a ACCESS  
 6 SECUREPAK; ARI’S MIXTAPES,  
 7 INC., a Pennsylvania corporation; and  
 8 DOES 1-10,  
 9  
 10 Defendants.

11 Plaintiffs UMG Recordings, Inc.; Capitol Records, LLC; Universal Music  
 12 Corp.; Songs Of Universal, Inc.; Universal–PolyGram International Publishing, Inc.;  
 13 Universal–Songs of PolyGram International, Inc.; and Rondor Music International,  
 14 Inc. (collectively “Plaintiffs”) aver as follows:

15 1. Defendants Centric Group, LLC, Keefe Group, LLC, a/k/a Keefe Group,  
 16 Inc., Keefe Commissary Network, LLC, and Access Catalog Company, LLC d/b/a  
 17 Access Securepak (the “Centric Defendants”), advertise, promote, market, and sell  
 18 “care packages” of various items that family members and friends can send to  
 19 inmates who are incarcerated in correctional facilities. Earlier in 2014, Plaintiffs,  
 20 which are among the world’s most prominent record companies and music publishing  
 21 companies, discovered that among the products being offered for sale and sold by  
 22 Defendants are sound recordings, embodying musical compositions, many of which  
 23 are owned by Plaintiffs and which Defendants do not have any authorization from  
 24 Plaintiffs to make, copy, distribute, or sell. These infringing products include popular  
 25 and valuable sound recordings and musical compositions owned by Plaintiffs and  
 26 featuring performances by such legendary artists as James Brown, Eminem, the  
 27 Jackson Five, LL Cool J, Marvin Gaye, and Stevie Wonder, among many others.  
 28 Defendants boast on their website that their business “was developed to eliminate  
 contraband,” yet the infringing copies of Plaintiffs’ sound recordings and musical

1 compositions, in which Defendants unlawfully transact and from which they unjustly  
2 profit, are contraband personified. The sound recordings and musical compositions  
3 set forth on Schedules A, B, and C hereto are just a small sampling of the infringed  
4 works Plaintiffs anticipate will be identified in discovery.

5 2. Among Defendants' infringing products are so-called "mixtapes," at  
6 least some of which the Centric Defendants obtain from defendant Ari's Mixtapes,  
7 Inc. ("AMI"). Mixtapes are a form of recorded music in which DJs combine (or  
8 "mix") tracks, often recorded by different artists, onto a single CD, sometimes  
9 creating overlaps and fades between songs, and/or reflecting a common theme or  
10 mood. Such so-called "mixtapes," unless authorized by the copyright owner or  
11 owner of corresponding state law rights, are nothing more than collections of  
12 infringing, piratical compilations of copyrighted or otherwise legally protected sound  
13 recordings and copyrighted musical compositions. The "mixtape" label is frequently  
14 a cover for piracy, which harms not only owners of copyrighted sound recordings and  
15 musical compositions such as Plaintiffs, but also manufacturers and distributors of  
16 legitimate and authorized mixtapes, who are forced to compete on an unlevel playing  
17 field with competitors, such as Defendants, that are unwilling to comply with the law.

18 3. Defendants have further unlawfully advertised and promoted their use of  
19 Plaintiffs' sound recordings and musical compositions to their customers. Indeed,  
20 Plaintiffs are informed and believe, and on that basis aver, that the Centric  
21 Defendants sometimes sell their infringing products substantially below market value,  
22 in order to promote, market, and profit from their sales of other goods and services.

23 4. Defendants do not have any license or other authorization from Plaintiffs  
24 to reproduce, distribute, or sell any of Plaintiffs' copyrighted and otherwise protected  
25 sound recordings, or to use them to solicit, encourage, and induce sales of other  
26 goods and services. Defendants are fully aware that their conduct is unlawful, but  
27 have willfully chosen to engage in this unlawful conduct to maximize their profits  
28 and in conscious disregard of Plaintiffs' rights. Defendants' theft has caused

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1 substantial, manifest, and irreparable harm to Plaintiffs, who invest millions of dollars  
2 and enormous amounts of time and creative energy to produce and exploit the  
3 copyrighted and otherwise protected works infringed by Defendants.

4 **JURISDICTION AND VENUE**

5 5. This is a civil action seeking damages and injunctive relief for copyright  
6 infringement under the Copyright Law of the United States (17 U.S.C. §§ 101 *et*  
7 *seq.*).

8 6. This Court has jurisdiction of this action pursuant to 17 U.S.C. §§ 101 *et*  
9 *seq.*, 28 U.S.C. §§ 1332(a)(1) and 1338(a).

10 7. This Court has personal jurisdiction over Defendants, which do and  
11 solicit continuous and systematic business in California; which engage in at least a  
12 substantial part of the conduct averred herein in California, which conduct has injured  
13 Plaintiffs in California; which transact business with one another in California,  
14 including with respect to the matters giving rise to this suit; which derive substantial  
15 revenue from goods used or services rendered in California; which expect or  
16 reasonably should expect their infringing conduct to have consequences in California;  
17 and which derive substantial revenue from interstate commerce.

18 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c).  
19 Defendants conduct business in this District, including in Fontana, California, and a  
20 substantial part of the events giving rise to Plaintiffs’ claims occurred in this District.  
21 Plaintiffs have principal places of business in this District and have been injured in  
22 this District as a result of Defendants’ infringing conduct.

23 **THE PARTIES**

24 **The Record Company Plaintiffs**

25 9. Plaintiff UMG Recordings, Inc. (“UMG”) is a corporation duly  
26 organized and existing under the laws of Delaware, with its principal place of  
27 business in Los Angeles County, California, and is doing business in the State of  
28 California and in this judicial District.

1           10. Plaintiff Capitol Records, LLC is a limited liability company duly  
 2 organized and existing under the laws of the State of Delaware, with its principal  
 3 place of business in Los Angeles County, California, and is doing business in the  
 4 State of California and in this judicial District.

5           11. The foregoing Plaintiffs (the “Record Company Plaintiffs”) are record  
 6 companies engaged in the business of producing sound recordings and  
 7 manufacturing, distributing, selling and/or licensing the distribution, sale, and  
 8 adaptation of their sound recordings in phonorecords (as defined in 17 U.S.C. § 101)  
 9 in the United States. The Record Company Plaintiffs are among the world’s leading  
 10 record companies and own the rights to thousands of sound recordings, including  
 11 many of the most well-known and valuable sound recordings in the world. The  
 12 Record Company Plaintiffs invest substantial sums of money, as well as time, effort,  
 13 and creative talent, to discover and develop recording artists, and to create,  
 14 manufacture, advertise, promote, sell, and license phonorecords embodying the  
 15 performances of their exclusive recording artists, many of whom live and/or work in  
 16 this District.

17           12. The Record Company Plaintiffs are the copyright owners of, or the  
 18 owners of exclusive rights in, certain sound recordings, including but not limited to  
 19 the sound recordings listed on Schedule A, for which the Record Company Plaintiffs  
 20 own copyrights protected by the Copyright Act. UMG is the owner of exclusive  
 21 rights in certain sound recordings, including the sound recordings listed on Schedule  
 22 C, for which UMG owns rights under state law.

23                           **The Music Publisher Plaintiffs**

24           13. Plaintiff Universal Music Corp. (including d/b/a Universal Music  
 25 Publishing and Universal-MCA Music Publishing) is a corporation duly organized  
 26 and existing under the laws of the State of Delaware with its principal place of  
 27 business in Los Angeles County, California, and is duly qualified to transact business  
 28 in the State of California and in this judicial District.

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1           14. Plaintiff Songs of Universal, Inc. is a corporation duly organized and  
2 existing under the laws of the State of California with its principal place of business  
3 in Los Angeles County, California, and is duly qualified to transact business in the  
4 State of California and in this judicial District.

5           15. Plaintiff Universal–Polygram International Publishing, Inc. is a  
6 corporation duly organized and existing under the laws of the State of Delaware with  
7 its principal place of business in Los Angeles County, California, and is duly  
8 qualified to transact business in the State of California and in this judicial District.

9           16. Plaintiff Universal–Songs of Polygram International, Inc. is a  
10 corporation duly organized and existing under the laws of the State of Delaware with  
11 its principal place of business in Los Angeles County, California, and is duly  
12 qualified to transact business in the State of California and in this judicial District.

13           17. Plaintiff Rondor Music International, Inc. (including d/b/a Irving Music,  
14 Inc.) is a corporation duly organized and existing under the laws of the State of  
15 California with its principal place of business in Los Angeles County, California, and  
16 is duly qualified to transact business in the State of California and in this judicial  
17 District.

18           18. The foregoing Plaintiffs (the “Music Publisher Plaintiffs”) are music  
19 publishing companies engaged in the acquisition, ownership, administration, and  
20 exploitation of musical compositions. The Music Publisher Plaintiffs are among the  
21 world’s leading music publishing companies and own or control the copyrights  
22 and/or exclusive rights under copyright to thousands of musical compositions,  
23 including many of the most well-known and valuable musical compositions in the  
24 world. The Music Publisher Plaintiffs invest substantial sums of money, as well as  
25 time, effort, and creative talent to acquire, administer, license and otherwise exploit  
26 copyrights in musical compositions, on their own behalf and on behalf of songwriters,  
27 many of who live and/or work in this District.

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1 19. The Music Publisher Plaintiffs are the copyright owners and/or own or  
2 control exclusive rights under copyright with respect to certain musical compositions,  
3 including but not limited to the musical compositions listed on Schedule B.

4 **Defendants**

5 20. Plaintiffs are informed and believe, and on that basis aver, that  
6 Defendant Centric Group LLC is a limited liability company organized and existing  
7 under the laws of the State of Delaware, with its principal place of business in St.  
8 Louis, Missouri.

9 21. Plaintiffs are informed and believe, and on that basis aver, that  
10 Defendant Keefe Group, LLC, a/k/a Keefe Group, Inc. is a limited liability company  
11 organized and existing under the laws of the State of Missouri, with its principal  
12 place of business in St. Louis, Missouri.

13 22. Plaintiffs are informed and believe, and on that basis aver, that  
14 Defendant Keefe Commissary Network, LLC is a limited liability company organized  
15 and existing under the laws of the State of Missouri, with its principal place of  
16 business in St. Louis, Missouri.

17 23. Plaintiffs are informed and believe, and on that basis aver, that  
18 Defendant Access Catalog Company, LLC, is a limited liability company organized  
19 and existing under the laws of the State of Missouri, with its principal place of  
20 business in St. Louis, Missouri.

21 24. Plaintiffs are informed and believe, and on that basis aver, that all of the  
22 foregoing Defendants (the “Centric Defendants”) do business under the fictitious  
23 name Access Securepak. Plaintiffs are informed and believe, and on that basis aver,  
24 that the Centric Defendants are the owners, directly or indirectly, and operators of  
25 Access Securepak, control Access Securepak, and, acting in concert with one another,  
26 personally participate in, and are the moving forces behind, the acts of Access  
27 Securepak, from which they directly financially benefit.

28

1           25. Plaintiffs are informed and believe, and on that basis aver, that  
 2 Defendant Ari's Mixtapes, Inc. ("AMI") is a corporation organized and existing  
 3 under the laws of the State of Pennsylvania, with its principal place of business in  
 4 Bethel Park, Pennsylvania. AMI manufactures and distributes compact discs  
 5 embodying sound recordings and musical compositions, which it distributes  
 6 throughout the United States. Plaintiffs are informed and believe, and on that basis  
 7 aver, that AMI is a primary supplier of mixtapes to the Centric Defendants.

8           26. The true names and capacities, whether individual, corporate, associate,  
 9 or otherwise, of defendants sued herein as Does 1 through 10, are unknown to  
 10 Plaintiffs, which therefore sue said defendants by such fictitious names (the "Doe  
 11 Defendants"). If necessary, Plaintiffs will seek leave of Court to amend this  
 12 complaint to state the true names and capacities of the Doe Defendants when the  
 13 same have been ascertained. Plaintiffs are informed and believe, and on that basis  
 14 aver, that the Doe Defendants are liable to Plaintiffs as a result of their participation  
 15 in all or some of the acts hereinafter set forth. The Centric Defendants, AMI, and the  
 16 Doe Defendants are referred to collectively hereinafter as "Defendants."

17           27. Plaintiffs are informed and believe and on that basis aver that at all times  
 18 mentioned in this complaint, each of the Defendants was acting in concert with all of  
 19 the other Defendants and was the agent of each of the other Defendants and, in doing  
 20 the things averred in this complaint, was acting within the course and scope of such  
 21 agency.

### **FACTS COMMON TO ALL CLAIMS**

22           28. Defendants have unlawfully, and without authority from Plaintiffs,  
 23 reproduced, distributed, and prepared derivative works based on, Plaintiffs' sound  
 24 recordings and musical compositions. Defendants sell pirate copies of Plaintiffs'  
 25 copyrighted and otherwise protected works through physical catalogs and a website  
 26 located at the Uniform Resource Locator <http://www.accesscatalog.com>. At this  
 27 website, they advertise and promote Access Securepak as "the most comprehensive  
 28 website, they advertise and promote Access Securepak as "the most comprehensive



1 custom package program in the correctional industry,” and “a program designed to  
2 allow family members and friends to send packages to inmates.” They describe  
3 Access Securepak as “an affiliate of Keefe Group,” based upon which customers  
4 “will benefit from the market and product expertise we have been offering since  
5 1975.” They describe Keefe Group as having been “the industry leader in the  
6 packaging and distribution of high quality products and services to correctional  
7 facilities” for over 30 years. When Plaintiffs contacted Defendants to demand that  
8 they cease and desist from their infringing activities, at least some of Defendants’  
9 responses originated from, and were signed by, Centric Group LLC.

10 29. Defendants offer their “care packages” and/or related products or  
11 services in at least 40 states, including California. Their business is highly  
12 sophisticated, claiming to offer an “easy to navigate website for online purchases,”  
13 “[t]he largest selection of products in the industry, “[p]roprietary software customized  
14 to meet the needs of your institution,” a “[s]tate-of-the art call center to process  
15 orders and answer questions,” “[t]oll-free customer assistance available in English  
16 and Spanish,” and acceptance of major credit cards.

17 30. Defendants’ websites themselves contain copyright notices, indicating  
18 that Defendants are aware of and understand copyright law, and use it to protect their  
19 own rights. Yet Defendants have acted in willful and reckless disregard of, and with  
20 indifference to, Plaintiffs’ rights. By way of example only, the Centric Defendants’  
21 website advertises to potential customers that they can purchase and send to inmates  
22 “MIXtapes” from “your FAVORITE artists!” It is widely known and understood that  
23 music that is well-known or that features popular recording artists is invariably  
24 copyrighted or otherwise legally protected. In addition, AMI’s website promotes that  
25 AMI’s owner is an expert in the type of music featured on many of Defendants’  
26 infringing products, bragging that he has “listened to pretty much every big hip-hop  
27 release there has been,” further reflecting Defendants’ sophistication and ability to  
28 discern infringing music from legitimate, authorized music.

1           31. Defendants also use their infringing copies of Plaintiffs' sound  
2 recordings and musical compositions to draw attention to, and promote the sales of,  
3 their other products and services. Plaintiffs are informed and believe, and on that  
4 basis aver, that the Centric Defendants have knowingly and intentionally used  
5 infringing sound recordings and musical compositions owned by Plaintiffs as a "door  
6 opener" to solicit customers to purchase others goods and services from the Centric  
7 Defendants. Indeed, Plaintiffs are informed and believe, and on that basis aver, that  
8 the Centric Defendants sometimes sell their infringing copies of Plaintiffs' sound  
9 recordings and musical compositions at a financial loss and/or substantially below  
10 market value, using them as a "loss leader" to boost sales of their other goods and  
11 services. The Centric Defendants' infringing and unlawful uses of Plaintiffs'  
12 copyrighted and otherwise protected works have at least partially contributed to, are  
13 reasonably related to, and/or bear a legally significant relationship to the Centric  
14 Defendants' sales of such other goods and services and the Centric Defendants'  
15 profits therefrom.

16           32. Defendants' misconduct has proximately caused substantial additional  
17 damage to Plaintiffs in many separate and independent ways. By way of example  
18 only, and without limitation, Defendants' unauthorized uses of Plaintiffs' property  
19 diminishes the value of such property for other uses, including first-use premiums  
20 and exclusive uses; and by using, and advertising and promoting their use of,  
21 Plaintiffs' property without any indication that such uses are licensed or authorized  
22 by Plaintiffs, Defendants denigrate and disparage Plaintiffs and their sound  
23 recordings and musical compositions by conveying to their customers and the general  
24 public that Plaintiffs' property is without value, and/or is of insignificant or  
25 insubstantial value, to Plaintiffs' great and incalculable injury.

26           33. Plaintiffs have notified Defendants in writing of their violations of  
27 Plaintiffs' rights and demanded that Defendants cease their unlawful conduct.  
28 Plaintiffs are informed and believe, and on that basis aver, that Defendants have

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1 failed and refused to cease and desist from their unlawful conduct. Instead,  
2 Defendants have refused to take their massive infringement seriously, brushing off  
3 Plaintiffs’ complaints as a nuisance. Plaintiffs are further informed and believe, and  
4 on that basis aver, that Defendants have also failed and refused to disclose to  
5 Plaintiffs the identities of all of the sound recordings and musical compositions they  
6 have infringed, forcing Plaintiffs to obtain such information in discovery.

7 34. Through their conduct averred herein, Defendants have infringed  
8 Plaintiffs’ copyrights and exclusive rights in Plaintiffs’ copyrighted and otherwise  
9 protected sound recordings, and copyrighted musical compositions, by reproducing,  
10 distributing, and preparing derivative works based upon such works without  
11 authorization in violation of Sections 106, 115, and 501 of the Copyright Act, 17  
12 U.S.C. §§ 106, 115, and 501.

13 **COUNT I**

14 **COPYRIGHT INFRINGEMENT – SOUND RECORDINGS**

15 **By the Record Company Plaintiffs Against All Defendants**

16 35. The Record Company Plaintiffs reallege and incorporate by reference  
17 each of the averments in paragraphs 1 through 34 set forth above.

18 36. The Record Company Plaintiffs own the copyrights in the sound  
19 recordings identified in the representative list attached hereto as Schedule A, among  
20 many other such sound recordings the Record Company Plaintiffs own and which  
21 they are informed and believe, and on that basis aver, that Defendants have infringed,  
22 to be identified in discovery.

23 37. In accordance with the Copyright Act, the Record Company Plaintiffs,  
24 their predecessors in interest, or their licensors have registered the copyrights to the  
25 sound recordings listed on Schedule A with the Copyright Office of the United States,  
26 or applied for such registration, prior to commencement of this action.

27 38. By way of illustration only, Defendants have, without permission,  
28 reproduced, distributed, and prepared derivative works based upon the sound

1 recordings, or portions thereof, reflected on Schedule A, including sound recordings  
2 featuring performances by such prominent recording artists as James Brown,  
3 Eminem, Tupac Shakur, LL Cool J, Nas, and Mary J. Blige, to name just a few.  
4 Additionally, the Record Company Plaintiffs are informed and believe, and on that  
5 basis aver, that Defendants have, without permission, reproduced, distributed, and  
6 prepared derivative works based upon a substantial number of additional copyrighted  
7 sound recordings owned by the Record Company Plaintiffs. For months, the Record  
8 Company Plaintiffs have asked Defendants to provide a complete list of all of the  
9 products that infringe the Record Company Plaintiffs' rights that Defendants have  
10 sold or offered for sale, but Defendants have failed and refused to provide the Record  
11 Company Plaintiffs with complete information. Accordingly, the Record Company  
12 Plaintiffs will obtain such information in discovery, and, if necessary, will amend this  
13 Complaint to identify additional works protected under the Copyright Act once the  
14 specific identities of all of the sound recordings infringed by Defendants are  
15 determined, or, alternatively, will provide such information pursuant to Fed. R. Civ.  
16 P. 26 and/or in discovery.

17 39. Defendants have infringed the Record Company Plaintiffs' exclusive  
18 rights to the sound recordings pursuant to 17 U.S.C. § 106, § 115, and § 501.

19 40. Alternatively, with actual or constructive knowledge of the infringing  
20 activity, Defendants have induced, caused and/or materially contributed to the  
21 infringing conduct of others; and/or have failed to exercise their respective rights and  
22 abilities to control the conduct of those responsible for infringement, while deriving a  
23 financial benefit from the infringement.

24 41. The infringement of the Record Company Plaintiffs' rights in each of  
25 their copyrighted sound recordings constitutes a separate and distinct act of  
26 infringement.

27 42. Defendants' conduct was intentional and willful and undertaken with a  
28 conscious disregard of the Record Company Plaintiffs' rights. The Record Company

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1 Plaintiffs are entitled to statutory damages under the Copyright Act or, alternatively,  
2 compensatory damages, including but not limited to Defendants’ profits attributable  
3 to the infringement, pursuant to 17 U.S.C. § 504. The Record Company Plaintiffs  
4 also are entitled to their attorneys’ fees and full costs pursuant to 17 U.S.C. § 505.

5 43. Defendants’ conduct is causing and, unless enjoined and restrained by  
6 this Court, will continue to cause the Record Company Plaintiffs great and irreparable  
7 injury that cannot fully be compensated or measured in money. The Record  
8 Company Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502,  
9 the Record Company Plaintiffs are entitled to preliminary and permanent injunctions  
10 prohibiting further infringements of their copyrights and exclusive rights.

11 **COUNT II**

12 **COPYRIGHT INFRINGEMENT – MUSICAL COMPOSITIONS**

13 **By the Music Publisher Plaintiffs Against All Defendants**

14 44. The Music Publisher Plaintiffs reallege and incorporate by reference  
15 each of the averments in paragraphs 1 through 34 set forth above.

16 45. The Music Publisher Plaintiffs own the copyrights in the musical  
17 compositions identified in the representative list attached hereto as Schedule B,  
18 among many other such musical compositions the Music Publisher Plaintiffs own and  
19 which they are informed and believe, and on that basis aver, that Defendants have  
20 infringed, to be identified in discovery.

21 46. In accordance with the Copyright Act, the Music Publisher Plaintiffs,  
22 their predecessors in interest, or their licensors have registered the copyrights to the  
23 musical compositions listed on Schedule B with the Copyright Office of the United  
24 States, or applied for such registration, prior to commencement of this action.

25 47. By way of illustration only, Defendants have, without permission,  
26 reproduced, distributed, and prepared derivative works based upon the musical  
27 compositions, or portions thereof, reflected on Schedule B. Additionally, the Music  
28 Publisher Plaintiffs are informed and believe, and on that basis aver, that Defendants

1 have, without permission, reproduced, distributed, and prepared derivative works  
2 based upon a substantial number of additional copyrighted musical compositions  
3 owned by the Music Publisher Plaintiffs. For months, the Music Publisher Plaintiffs  
4 have asked Defendants to provide a complete list of all of the products that infringe  
5 the Music Publisher Plaintiffs' rights that Defendants have sold or offered for sale,  
6 but Defendants have failed and refused to provide the Music Publisher Plaintiffs with  
7 complete information. Accordingly, the Music Publisher Plaintiffs will obtain such  
8 information in discovery, and, if necessary, will amend this Complaint to identify  
9 additional works protected under the Copyright Act once the specific identities of all  
10 of the musical compositions infringed by Defendants are determined, or,  
11 alternatively, will provide such information pursuant to Fed. R. Civ. P. 26 and/or in  
12 discovery.

13 48. Defendants have infringed the Music Publisher Plaintiffs' exclusive  
14 rights to the musical compositions pursuant to 17 U.S.C. § 106 and § 501.

15 49. Alternatively, with actual or constructive knowledge of the infringing  
16 activity, Defendants have induced, caused and/or materially contributed to the  
17 infringing conduct of others; and/or have failed to exercise their respective rights and  
18 abilities to control the conduct of those responsible for infringement, while deriving a  
19 financial benefit from the infringement.

20 50. The infringement of the Music Publisher Plaintiffs' rights in each of  
21 their copyrighted sound recordings constitutes a separate and distinct act of  
22 infringement.

23 51. Defendants' conduct was intentional and willful and undertaken with a  
24 conscious disregard of the Music Publisher Plaintiffs' rights. The Music Publisher  
25 Plaintiffs are entitled to statutory damages under the Copyright Act or, alternatively,  
26 compensatory damages, including but not limited to Defendants' profits attributable  
27 to the infringement, pursuant to 17 U.S.C. § 504. The Music Publisher Plaintiffs also  
28 are entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

1 52. Defendants’ conduct is causing and, unless enjoined and restrained by  
2 this Court, will continue to cause the Music Publisher Plaintiffs great and irreparable  
3 injury that cannot fully be compensated or measured in money. The Music Publisher  
4 Plaintiffs have no adequate remedy at law. Pursuant to 17 U.S.C. § 502, the Music  
5 Publisher Plaintiffs are entitled to preliminary and permanent injunctions prohibiting  
6 further infringements of their copyrights and exclusive rights.

7 **COUNT III**

8 **VIOLATION OF CALIFORNIA CIVIL CODE § 980(2)**

9 **By UMG Against All Defendants**

10 53. UMG realleges and incorporates by reference each of the averments in  
11 paragraphs 1 through 34 set forth above.

12 54. UMG possesses exclusive ownership interests pursuant to California  
13 Civil Code § 980(a)(2) and under the common law in and to the sound recordings  
14 identified in the representative list attached hereto as Schedule C, among many other  
15 such sound recordings that UMG owns and which UMG is informed and believes,  
16 and on that basis avers, that Defendants have infringed, to be identified in discovery.

17 55. By way of illustration only, Defendants have, without permission,  
18 reproduced and distributed the sound recordings or portions thereof reflected on  
19 Schedule C, including sound recordings by such prominent recording artists as James  
20 Brown, Marvin Gaye, and Stevie Wonder, to name just a few. Additionally, UMG is  
21 informed and believes, and on that basis avers, that Defendants have, without  
22 permission, reproduced, distributed, and adapted a substantial number of additional  
23 sound recordings protected under state law and owned by the Record Company  
24 Plaintiffs. For months, the Record Company Plaintiffs have asked Defendants to  
25 provide a complete list of all of the products that infringe the Record Company  
26 Plaintiffs’ rights that Defendants have sold or offered for sale, but Defendants have  
27 failed and refused to provide the Record Company Plaintiffs with complete  
28 information. Accordingly, the Record Company Plaintiffs will obtain such

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1 information in discovery, and, if necessary, will amend this Complaint to identify  
2 additional works protected under state law once the specific identities of all of the  
3 sound recordings infringed by Defendants are determined, or, alternatively, will  
4 provide such information pursuant to Fed. R. Civ. P. 26 and/or in discovery.

5 56. As a direct and proximate result of Defendants’ conduct in violation of  
6 UMG’s exclusive ownership interests in and to UMG’s sound recordings owned  
7 pursuant to state law, Defendants have received proceeds and UMG has been  
8 damaged in an amount to be proved at trial.

9 57. Defendants’ conduct is causing and, unless enjoined and restrained by  
10 this Court, will continue to cause UMG great and irreparable injury that cannot fully  
11 be compensated or measured in money. UMG has no adequate remedy at law. UMG  
12 is entitled to preliminary and permanent injunctions prohibiting further infringements  
13 of its exclusive rights.

14 58. Defendants are guilty of oppression, fraud and/or malice and UMG, in  
15 addition to its actual damages is, by reason thereof, entitled to recover exemplary and  
16 punitive damages against Defendants.

17 **COUNT IV**

18 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS**  
19 **CODE § 17200 AND COMMON LAW UNFAIR COMPETITION**

20 **By UMG Against All Defendants**

21 59. UMG realleges and incorporates by reference each of the averments in  
22 paragraphs 1 through 34 and 54 through 58 set forth above.

23 60. The foregoing acts and conduct of Defendants constitute  
24 misappropriation, conversion, and invasion of UMG’s property rights in and to the  
25 sound recordings that UMG owns pursuant to state law and which Defendants have  
26 infringed, to be identified in discovery, in addition to the representative sample  
27 reflected in Schedule C hereto. The foregoing acts and conduct of Defendants  
28 constitute unfair competition under California Business and Professions Code



1 § 17200 and under the common law. If necessary, the Record Company Plaintiffs  
2 will amend this Complaint to add additional claims under state law once the specific  
3 identities of all of the sound recordings infringed by Defendants are determined, or,  
4 alternatively, will provide such information pursuant to Fed. R. Civ. P. 26 and/or in  
5 discovery.

6 61. As a direct and proximate result of Defendants' conduct, UMG is  
7 entitled to recover all proceeds and other compensation received or to be received by  
8 Defendants arising from their infringements of UMG's sound recordings owned  
9 pursuant to state law. UMG requests that the Court order Defendants to render an  
10 accounting to ascertain the amount of such profits and compensation.

11 62. As a direct and proximate result of Defendants' unfair competition,  
12 UMG has been damaged and Defendants have been unjustly enriched, in an amount  
13 that shall be proved at trial for which damages, restitution, and/or disgorgement is  
14 appropriate. Such damages, restitution, and/or disgorgement should include a  
15 declaration by this Court that Defendants are constructive trustees for the benefit of  
16 UMG and an order that Defendants convey to UMG all the gross receipts received or  
17 to be received that are attributable to infringement of UMG's sound recordings  
18 owned pursuant to state law.

19 63. Defendants' conduct is causing and, unless enjoined and restrained by  
20 this Court, will continue to cause UMG great and irreparable injury that cannot fully  
21 be compensated or measured in money. UMG has no adequate remedy at law. UMG  
22 is entitled to preliminary and permanent injunctions prohibiting further infringements  
23 of its exclusive rights.

24 64. Defendants are guilty of oppression, fraud and/or malice and UMG, in  
25 addition to its actual damages is, by reason thereof, entitled to recover exemplary and  
26 punitive damages against Defendants.

27 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of  
28 them, jointly and severally, as follows:

- 1           1.     On Counts I and II, for maximum statutory damages in the amount of
- 2     \$150,000 with respect to each copyrighted work infringed, or for such other amount
- 3     as may be proper pursuant to 17 U.S.C. § 504(c), or in the alternative for an award of
- 4     Defendants’ profits and for compensatory damages according to proof;
- 5           2.     On Counts III and IV, for an accounting, the imposition of a constructive
- 6     trust, restitution of Defendants’ unlawful proceeds, and damages according to proof;
- 7           3.     On Counts III and IV, for punitive and exemplary damages in such
- 8     amount as may be awarded at trial;
- 9           4.     On all counts, a temporary and final injunction to prevent or restrain
- 10    further infringements and misappropriations of Plaintiffs’ copyrights and exclusive
- 11    ownership interests;
- 12           5.     For prejudgment interest;
- 13           6.     For Plaintiffs’ costs, including, on Counts I and II, their attorneys’ fees
- 14    and full costs pursuant to 17 U.S.C. § 505; and
- 15           7.     For such other and further relief as the Court may deem just and proper.

17   DATED: January 6, 2015                           JEFFREY D. GOLDMAN  
 18    WHITNEY E. FAIR  
 19    JEFFER MANGELS BUTLER & MITCHELL LLP

20    By: /s/ Jeffrey D. Goldman  
 21    JEFFREY D. GOLDMAN  
 22    Attorneys for Plaintiffs

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**DEMAND FOR JURY TRIAL**

Plaintiffs demand trial by jury on all issues triable to a jury.

DATED: January 6, 2015

JEFFREY D. GOLDMAN  
WHITNEY E. FAIR  
JEFFER MANGELS BUTLER & MITCHELL LLP

By: /s/ Jeffrey D. Goldman

JEFFREY D. GOLDMAN  
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