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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 William Ryan Key, Peter Michael
12 Mosely, Longineu Warren Parsons, and
13 Sean Michael Wellman-Mackin

14 **PLAINTIFFS,**

15 vs.

16 Jarad A. Higgins p/k/a Juice WRLD,
17 Danny Lee Snodgrass Jr. p/k/a Taz
18 Taylor, Nicholas Mira, BMG Rights
19 Management (US) LLC d/b/a BMG
20 Platinum Songs (US), Taz Taylor
21 Beats, LLC, Artist 101 Publishing
22 Group, Nick Mira Publishing, Electric
23 Feel Music, Kobalt Music Services
24 America, Inc., Songs of Universal, Inc.,
25 Grade A Productions, LLC, and
26 Interscope Records.

27 **DEFENDANTS.**

Case No.: _____

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Complaint Filed:

28 **JURISDICTION**

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 as the action arises under the original and exclusive jurisdiction of the federal

1 court and 28 U.S.C. § 1338(a) and the Copyright Act of 1976 (17 U.S.C § 101 *et*
2 *seq.*).

3 2. This Court has personal jurisdiction over Defendants as discussed
4 fully herein.

5 3. Jarad A. Higgins p/k/a Juice WRLD (“Juice WRLD”) is a co-writer
6 and the performer of “Lucid Dreams” (the “Infringing Work” or “Lucid
7 Dreams”) and the infringing sound recording embodying the Infringing Work
8 (the “Infringing Sound Recording,” or collectively with the Infringing Work,
9 “Lucid Dreams”). This Court has general personal jurisdiction over Juice WRLD
10 because, upon information and belief, he is a resident of the State of California
11 and this Judicial District specifically.

12 4. This Court has specific personal jurisdiction over Juice WRLD
13 because this suit arises out of or relates to his contacts with the State of California
14 and this Judicial District. On information and belief, Juice WRLD has licensed
15 and/or authorized the licensing, distribution, and sale of the Infringing Work, or
16 authorized the licensing and distribution, to California companies and for
17 California distribution, including licensing the Infringing Work for inclusion in
18 the Infringing Sound Recording, for digital download, and for streaming, among
19 other things. Juice WRLD has further, upon information and belief, directly
20 advertised or authorized others to advertise the Infringing Work and Infringing
21 Sound Recording through California companies and to California residents, and
22 has generated substantial revenues from selling the Infringing Work and
23 Infringing Sound Recording in the State of California and this Judicial District.
24 Juice WRLD has also performed the Infringing Work and Infringing Sound
25 Recording in California locations including the following: (1) performing the
26 Infringing Work at Earl Warren Showgrounds on October 14, 2018 in Santa
27 Barbara, California; (2) performing the Infringing Work at Banc of California
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1 Stadium on December 14, 2018 in Los Angeles, California; (3) performing the
2 Infringing Work at Bill Graham Civic Auditorium on April 30, 2019 in San
3 Francisco, California; (4) performing the Infringing Work at Greek Theater on
4 May 2, 2019 in Los Angeles, California; and (5) performing the Infringing Work
5 at Auto Club Speedway on August 3, 2019 in Fontana, California. Juice WRLD
6 has also signed a writer affiliation agreement with the performing rights
7 organization BMI, which has an office in this Judicial District, and licenses the
8 Infringing Work to venues in California on behalf of Juice WRLD.

9 5. Danny Lee Snodgrass, Jr. p/k/a Taz Taylor (“Taz Taylor”) and
10 Nicholas Mira (“Nick Mira”) are founders of the production collective called
11 Internet Money Records (“Internet Money”). In April 2018, Internet Money
12 secured a joint venture with Alamo Records and Interscope Records. In May
13 2018, Internet Money purchased a Hollywood Hills mansion. Upon information
14 and belief, Defendant Taz Taylor and Defendant Nick Mira reside in the
15 Hollywood Hills mansion and are thus residents of the State of California.

16 6. Defendant Taz Taylor is a credited writer of the Infringing Work.
17 This Court has general personal jurisdiction over Taz Taylor because, upon
18 information and belief, he is, as discussed above, a resident of the State of
19 California and this Judicial District specifically.

20 7. This Court has specific personal jurisdiction over Taz Taylor
21 because his suit-related conduct creates a substantial connection with the State of
22 California. Taz Taylor knowingly and intentionally licensed and distributed the
23 Infringing Work, or authorized the licensing and distribution, to California
24 companies and for California distribution, including licensing the Infringing
25 Work for inclusion in the Infringing Sound Recording, for digital download, and
26 for streaming, among other things. Taz Taylor’s conduct caused injury to, and is
27 directed at, Plaintiffs and their intellectual property within the United States and
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1 the State of California. Taz Taylor has benefitted substantially from the sale and
2 exploitation of the Infringing Work to California residents; actively participated
3 in and/or authorized the unlawful manufacture of the Infringing Work in
4 California and to California companies; and advertised the Infringing Work to
5 California residents and through California companies. Taz Taylor has also
6 signed a writer affiliation agreement with the performing rights organization BMI,
7 which has an office in this Judicial District, and licenses the Infringing Work to
8 venues in California on behalf of Mr. Taylor.

9 8. Defendant Nick Mira is a credited writer of the Infringing Work and
10 the producer of the Infringing Sound Recording. This Court has general personal
11 jurisdiction over Nick Mira because, as discussed above, upon information and
12 belief, he is a resident of the State of California and this Judicial District
13 specifically.

14 9. This Court has specific personal jurisdiction over Nick Mira because
15 his suit-related conduct creates a substantial connection with the State of
16 California. Nick Mira also knowingly and intentionally licensed and distributed
17 the Infringing Work, or authorized the licensing and distribution, to California
18 companies and for California distribution, including licensing the Infringing
19 Work for inclusion in the Infringing Sound Recording, for digital download, and
20 for streaming, among other things. Nick Mira's conduct caused injury to, and is
21 directed at, Plaintiffs and their intellectual property within the United States and
22 the State of California. Nick Mira has benefitted substantially from the sale and
23 exploitation of the Infringing Work to California residents, and is, at a minimum,
24 constructively aware of his continuous and substantial commercial interactions
25 with California residents. Nick Mira also actively participated in and/or
26 authorized the unlawful manufacture of the Infringing Work in California and to
27 California companies, and advertised the Infringing Work to California residents
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1 and through California companies. Finally, Nick Mira has also signed a writer
2 affiliation agreement with the performing rights organization BMI, which has an
3 office in this Judicial District, and licenses the Infringing Work to venues in
4 California on behalf of Mira.

5 10. Upon information and belief, BMG Rights Management (US) LLC
6 d/b/a BMG Platinum Songs (US) (“BMG”) is a publisher of Defendant Juice
7 WRLD’s interest in the Infringing Work and Infringing Sound Recording. BMG
8 is a Delaware limited liability company registered to do business in the State of
9 California. This Court has general personal jurisdiction over BMG because, upon
10 information and belief, it has continuous and systematic contacts with the State
11 of California to render it essentially at home in California. Specifically, BMG
12 maintains a strong presence in California, including an office located at 6100
13 Wilshire Boulevard, Suite #1600, Los Angeles, California 90048, where it
14 employs California residents. Defendant BMG is a publisher for Defendant Juice
15 WRLD and upon information and belief, collects Juice WRLD’s share of the
16 Infringing Work.

17 11. This Court has specific personal jurisdiction over BMG because its
18 suit-related conduct creates a substantial connection with the State of California,
19 which includes: (1) BMG is engaged in conduct within the State of California
20 and in this Judicial District, specifically BMG knowingly and intentionally
21 licensed and distributed the Infringing Work, or authorized the licensing and
22 distribution, to California companies and for California distribution, including
23 licensing the Infringing Work for inclusion in the Infringing Sound Recording,
24 for digital download, and for streaming, among other things; (2) BMG’s conduct
25 causes injury to, and is directed at, Plaintiffs and their intellectual property within
26 the United States and the State of California; (3) BMG has benefitted
27 substantially from the sale and exploitation of the Infringing Work to California
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1 residents; (4) BMG is, at a minimum, constructively aware of its continuous and
2 substantial commercial interactions with California residents; (5) BMG actively
3 participated in and/or authorized the unlawful manufacture of the Infringing
4 Work in California and to California companies; and (6) BMG advertised the
5 Infringing Work to California residents and through California companies.

6 12. Upon information and belief, Taz Taylor Beats, LLC (“Taylor
7 Beats”) is a publisher of Defendant Taz Taylor’s interest in the Infringing Work
8 and Infringing Sound Recording. This Court has specific personal jurisdiction
9 over Taylor Beats because its suit-related conduct creates a substantial
10 connection with the State of California, which includes: (1) Taylor Beats is
11 engaged in conduct within the State of California and in this Judicial District,
12 specifically Taylor Beats knowingly and intentionally licensed and distributed
13 the Infringing Work, or authorized the licensing and distribution, to California
14 companies and for California distribution, including licensing the Infringing
15 Work for inclusion in the Infringing Sound Recording, for digital download, and
16 for streaming, among other things; (2) Taylor Beats’s conduct causes injury to,
17 and is directed at, Plaintiffs and their intellectual property within the United
18 States and the State of California; (3) Taylor Beats has benefitted substantially
19 from the sale and exploitation of the Infringing Work to California residents; (4)
20 Taylor Beats is, at a minimum, constructively aware of its continuous and
21 substantial commercial interactions with California residents; (5) Taylor Beats
22 actively participated in and/or authorized the unlawful manufacture of the
23 Infringing Work in California and to California companies; (6) Taylor Beats
24 advertised the Infringing Work to California residents and through California
25 companies; and (7) Taylor Beats, through its affiliation with Kobalt Music
26 Services America, Inc. (“Kobalt”), conducts business in the State of California
27 and this Judicial District and has generated substantial revenue from the
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1 exploitation of the Infringing Work in California from Kobalt’s principal place
2 of business located at 8201 Beverly Blvd, 4th Floor, Suite 400, West Hollywood,
3 California 90048. Defendant Taylor Beats is a publisher for Taz Taylor and upon
4 and information belief, collects the publishing share for Taz Taylor on the
5 Infringing Work.

6 13. Upon information and belief, Artist 101 Publishing Group (“Artist
7 101”) is also a publisher of Defendant Taz Taylor’s interest in the Infringing
8 Work and Infringing Sound Recording. This Court has general personal
9 jurisdiction over Artist 101. Artist 101 is a publisher of Artist Publishing Group,
10 which is the publishing division of Artist Partner Group. Artist Partner Group is
11 a Delaware corporation existing and organized under the laws of Delaware with
12 a principal place of business at 816 N. Fairfax Avenue, 2nd Floor, Los Angeles
13 California 90046. Defendant Artist 101 is a publisher for Taz Taylor and upon
14 information and belief, collects a portion of the publishing share for Taz Taylor
15 on the Infringing Work.

16 14. This Court has specific personal jurisdiction over Artist 101 because
17 its suit-related conduct creates a substantial connection with the State of
18 California, which includes: (1) Artist 101 is engaged in conduct within the State
19 of California and in this Judicial District, specifically Artist 101 knowingly and
20 intentionally licensed and distributed the Infringing Work, or authorized the
21 licensing and distribution, to California companies and for California distribution,
22 including licensing the Infringing Work for inclusion in the Infringing Sound
23 Recording, for digital download, and for streaming, among other things; (2) Artist
24 101’s conduct causes injury to, and is directed at, Plaintiffs and their intellectual
25 property within the United States and the State of California; (3) Artist 101 has
26 benefitted substantially from the sale and exploitation of the Infringing Work to
27 California residents; (4) Artist 101 is, at a minimum, constructively aware of its
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1 continuous and substantial commercial interactions with California residents; (5)
2 Artist 101 actively participated in and/or authorized the unlawful manufacture of
3 the Infringing Work in California and to California companies; (6) Artist 101
4 advertised the Infringing Work to California residents and through California
5 companies; and (7) Artist 101, through its affiliation with Kobalt, conducts
6 business in the State of California and this Judicial District and has generated
7 substantial revenue from the exploitation of the Infringing Work in California
8 from Kobalt's principal place of business located at 8201 Beverly Blvd, 4th Floor,
9 Suite 400, West Hollywood, California 90048.

10 15. Upon information and belief, Nick Mira Publishing ("Nick Mira
11 Publishing") is a publisher of Defendant Nick Mira's interest in the Infringing
12 Work and Infringing Sound Recording. The Court has specific personal
13 jurisdiction over Nick Mira Publishing because its suit-related conduct creates a
14 substantial connection with the State of California, which includes: (1) Nick
15 Mira Publishing is engaged in conduct within the State of California and in this
16 Judicial District, specifically Nick Mira Publishing knowingly and intentionally
17 licensed and distributed the Infringing Work, or authorized the licensing and
18 distribution, to California companies and for California distribution, including
19 licensing the Infringing Work for inclusion in the Infringing Sound Recording,
20 for digital download, and for streaming, among other things; (2) Nick Mira
21 Publishing's conduct causes injury to, and is directed at, Plaintiffs and their
22 intellectual property within the United States and the State of California; (3) Nick
23 Mira Publishing has benefitted substantially from the sale and exploitation of the
24 Infringing Work to California residents; (4) Nick Mira Publishing is, at a
25 minimum, constructively aware of its continuous and substantial commercial
26 interactions with California residents; (5) Nick Mira Publishing actively
27 participated in and/or authorized the unlawful manufacture of the Infringing
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1 Work in California and to California companies; (6) Nick Mira Publishing
2 advertised the Infringing Work to California residents and through California
3 companies; and (7) Nick Mira Publishing, through its affiliation with Songs of
4 Universal Inc. (“Songs of Universal”), conducts business in the State of
5 California and this Judicial District and has generated substantial revenue from
6 the exploitation of the Infringing Work in California from Songs of Universal’s
7 principal place of business located at 2100 Colorado Avenue, Santa Monica,
8 California 90404. Defendant Nick Mira Publishing is a publisher for Nick Mira
9 and upon information and belief, collects the publishing share for Nick Mira on
10 the Infringing Work.

11 16. Upon information and belief, Electric Feel Music (“Electric Feel”)
12 is also a publisher of Defendant Nick Mira’s interest in the Infringing Work and
13 Infringing Sound Recording. The Court has specific personal jurisdiction over
14 Electric Feel because its suit-related conduct creates a substantial connection with
15 the State of California, which includes: (1) Electric Feel is engaged in conduct
16 within the State of California and in this Judicial District, specifically Electric
17 Feel knowingly and intentionally licensed and distributed the Infringing Work,
18 or authorized the licensing and distribution, to California companies and for
19 California distribution, including licensing the Infringing Work for inclusion in
20 the Infringing Sound Recording, digital download, and streaming, among other
21 things; (2) Electric Feel’s conduct causes injury to, and is directed at, Plaintiffs
22 and their intellectual property within the United States and the State of California;
23 (3) Electric Feel has benefitted substantially from the sale and exploitation of the
24 Infringing Work to California residents; (4) Electric Feel is, at a minimum,
25 constructively aware of its continuous and substantial commercial interactions
26 with California residents; (5) Electric Feel actively participated in and/or
27 authorized the unlawful manufacture of the Infringing Work in California and to
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1 California companies; (6) Electric Feel advertised the Infringing Work to
2 California residents and through California companies; and (7) Electric Feel,
3 through its affiliation with Songs of Universal, conducts business in the State of
4 California and this Judicial District and has generated substantial revenue from
5 the exploitation of the Infringing Work in California from Songs of Universal's
6 principal place of business located at 2100 Colorado Avenue, Santa Monica,
7 California 90404. Defendant Electric Feel is a publisher for Nick Mira and upon
8 information and belief, collects the publishing share for Nick Mira on the
9 Infringing Work.

10 17. Upon information and belief, Defendant Kobalt is the administrator
11 for Defendant Artist 101's and Defendant Taylor Beats's interests in the
12 Infringing Work. This Court has general personal jurisdiction over Kobalt
13 because, upon information and belief, it has continuous and systematic contacts
14 with the State of California to render it essentially at home in California.
15 Specifically, (1) Kobalt is qualified to do business in California and is registered
16 as a foreign corporation with the California Secretary of State; and (2) Kobalt
17 maintains a strong presence in California, including an office located at 8201
18 Beverly Blvd, 4th Floor, West Hollywood, California 90048, where it employs
19 California residents.

20 18. This court has specific personal jurisdiction over Kobalt because its
21 suit-related conduct creates a substantial connection with the state of California
22 and this Judicial District. Specifically, (1) Kobalt knowingly and intentionally
23 licensed and distributed, or authorized the licensing and distribution of, the
24 Infringing Work in California and to California companies; (2) Kobalt maintains
25 a contractual relationship with Juice WRLD, a California citizen, under which
26 Kobalt receives income and its interest in the Infringing Work; (3) Kobalt's
27 conduct causes injury to, and is directed at, Plaintiffs and their intellectual
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1 property within the United States and the State of California; (4) Kobalt has
2 benefitted substantially from the sale and exploitation of the Infringing Work to
3 California residents; (5) Kobalt is, at a minimum, constructively aware of its
4 continuous and substantial commercial interactions with California residents; (6)
5 Kobalt actively participated in and/or authorized the unlawful manufacture of the
6 Infringing Work in California and to California companies, including by signing
7 a mechanical license authorizing the inclusion of the Infringing Work in the
8 Infringing Sound Recording; and (7) Kobalt advertised the Infringing Work to
9 California residents and through California companies.

10 19. Upon information and belief, Songs of Universal is the administrator
11 for Defendant Electric Feel's and Defendant Nick Mira Publishing's interests in
12 the Infringing Work. This Court has general personal jurisdiction over Songs of
13 Universal because it is a California corporation organized and existing under the
14 laws of California with its principal place of business at 2100 Colorado Avenue,
15 Santa Monica, California 90404. Songs of Universal's affiliations are so
16 continuous and systematic as to render it essentially at home in the State of
17 California and this Judicial District. Songs of Universal has generated substantial
18 revenue from the exploitation of the Infringing Work in California from Songs
19 of Universal's principal place of business located in the State of California.

20 20. The Court has specific personal jurisdiction over Songs of Universal
21 because its suit-related conduct creates a substantial connection with the State of
22 California, which includes: (1) Songs of Universal is engaged in conduct within
23 the State of California and in this Judicial District, specifically Songs of
24 Universal knowingly and intentionally licensed and distributed the Infringing
25 Work, or authorized the licensing and distribution, to California companies and
26 for California distribution, including licensing the Infringing Work for inclusion
27 in the Infringing Sound Recording, for digital download, and for streaming,
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1 among other things; (2) Songs of Universal’s conduct causes injury to, and is
2 directed at, Plaintiffs and their intellectual property within the United States and
3 the State of California; (3) Songs of Universal has benefitted substantially from
4 the sale and exploitation of the Infringing Work to California residents; (4) Songs
5 of Universal is, at a minimum, constructively aware of its continuous and
6 substantial commercial interactions with California residents; (5) Songs of
7 Universal actively participated in and/or authorized the unlawful manufacture of
8 the Infringing Work in California and to California companies; and (6) Songs of
9 Universal advertised the Infringing Work to California residents and through
10 California companies.

11 21. Grade A Productions, LLC (“Grade A Productions”) is the record
12 label of the Infringing Work and Infringing Sound Recording. This Court has
13 specific personal jurisdiction over Grade A Productions because its suit-related
14 conduct creates a substantial connection with the State of California, which
15 includes: (1) Grade A Productions is engaged in conduct within the State of
16 California and in this Judicial District, specifically Grade A Productions
17 knowingly and intentionally licensed and distributed the Infringing Work and
18 Infringing Sound Recording, or authorized the licensing and distribution, to
19 California companies and for California distribution, including licensing the
20 Infringing Work for inclusion in the Infringing Sound Recording, and licensing
21 the Infringing Sound Recording for digital download and streaming, among other
22 things; (2) Grade A Productions’s conduct causes injury to, and is directed at,
23 Plaintiffs and their intellectual property within the United States and the State of
24 California; (3) Grade A Productions has benefitted substantially from the sale and
25 exploitation of the Infringing Work and Infringing Sound Recording to California
26 residents; (4) Grade A Productions is, at a minimum, constructively aware of its
27 continuous and substantial commercial interactions with California residents; (5)
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1 Grade A Productions actively participated in and/or authorized the unlawful
2 manufacture of the Infringing Work and Infringing Sound Recording in
3 California and to California companies; (6) Grade A Productions advertised the
4 Infringing Work and Infringing Sound Recording to California residents and
5 through California companies; and (7) Grade A Productions, through its
6 affiliation with Interscope Records (“Interscope”), conducts business in the State
7 of California and this Judicial District and has generated substantial revenue from
8 the exploitation of the Infringing Work and Infringing Sound Recording in
9 California.

10 22. Interscope is a distributor of the Infringing Work and Infringing
11 Sound Recording for Defendant Grade A Productions. This Court has general
12 personal jurisdiction over Interscope because Interscope’s principal place of
13 business is located at 2200 Colorado Avenue, Santa Monica, California 90404.
14 Interscope conducts systematic and continuous business in the State of California
15 and this Judicial District. Upon information and belief, Interscope has generated
16 substantial revenue from the exploitation of the Infringing Work and Infringing
17 Sound Recording in California.

18 23. This Court has specific personal jurisdiction over Interscope
19 because its suit-related conduct creates a substantial connection with the State of
20 California, which includes: (1) Interscope is engaged in conduct within the State
21 of California and in this Judicial District, specifically Interscope knowingly and
22 intentionally licensed and distributed the Infringing Work and Infringing Sound
23 Recording, or authorized the licensing and distribution, to California companies
24 and for California distribution, including licensing the Infringing Work for
25 inclusion in the Infringing Sound Recording, and licensing the Infringing Sound
26 Recording for digital download and streaming, among other things; (2)
27 Interscope’s conduct causes injury to, and is directed at, Plaintiffs and their
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1 intellectual property within the United States and the State of California; (3)
2 Interscope has benefitted substantially from the sale and exploitation of the
3 Infringing Work and Infringing Sound Recording to California residents; (4)
4 Interscope is, at a minimum, constructively aware of its continuous and
5 substantial commercial interactions with California residents; (5) Interscope
6 actively participated in and/or authorized the unlawful manufacture of the
7 Infringing Work and Infringing Sound Recording in California and to California
8 companies; and (6) Interscope advertised the Infringing Work and Infringing
9 Sound Recording to California residents and through California companies.

10 VENUE

11 24. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) as a substantial
12 part of the events giving rise to the claim occurred in this Judicial District. Venue
13 is proper pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1400 as at least one
14 of the Defendants reside or may be found in this Judicial District and is subject
15 to personal jurisdiction.

16 25. This case is properly filed in the Central District, as a substantial
17 part of events giving rise to this case occurred in the Central District of California.

18 INTRODUCTION

19 26. Plaintiffs William Ryan Key (“Key”), Peter Michael Mosely
20 (“Mosely”), Longineu Warren Parsons (“Parsons”), and Sean Michael Wellman-
21 Mackin (“Mackin”) p/k/a “Yellowcard” (collectively, “Plaintiffs”) hereby
22 complain and allege against Defendants: Juice WRLD, BMG, Artist 101, Nick
23 Mira, Nick Mira Publishing, Electric Feel, Songs of Universal, Taz Taylor,
24 Taylor Beats, Grade A Productions, Kobalt, and Interscope (collectively,
25 “Defendants”) as follows:
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1 27. This is an action for willful copyright infringement. In 2005,
2 Plaintiffs wrote and recorded “Holly Wood Died” (the “Original Work” or “Holly
3 Wood Died”). The Original Work was released on January 24, 2006. A United
4 States Copyright for the Original Work was duly registered with the United States
5 Copyright Office on March 17, 2006 bearing Registration Number
6 PA0001163895.

7 28. The Defendants are the credited writers, performers, publishers,
8 producers, administrators, record labels, and distributors of the Infringing Work
9 and Infringing Sound Recording which, as set forth more fully herein,
10 deliberately copied the infringed original elements from the Original Work.
11 Defendants copied the Original Work without license or consent, and have
12 exploited the subsequent Infringing Work and Infringing Sound Recording to
13 their collective benefit without regard to Plaintiffs’ rights and to Plaintiffs’
14 detriment. The Infringing Work and Infringing Sound Recording directly
15 misappropriates quantitatively and qualitatively important portions of Plaintiffs’
16 Original Work in a manner that is easily recognizable to the ordinary observer.
17 The Infringing Work and Infringing Sound Recording are not only substantially
18 similar to the Original Work, but in some places virtually identical, as discussed
19 fully below, and satisfies both the extrinsic and intrinsic tests for copyright
20 infringement. All Defendants herein are practical partners of each other as that
21 term is understood under California law. All Defendants herein are jointly and
22 severally liable for willful copyright infringement, as all have benefitted from the
23 copying of the Original Work as described herein, and all have violated one or
24 more of Plaintiffs’ exclusive rights under Section 106 of the United States
25 Copyright Act.

PARTIES

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2 29. Plaintiff Key, an individual, is a resident of the State of California.
3 Key co-wrote the Original Work with Mosely, Parsons, and Mackin. Key is best
4 known as the former lead singer, songwriter, and rhythm guitarist of the former
5 band “Yellowcard.” Key is a co-owner of the registered copyright in the Original
6 Work. He became the lead singer of “Yellowcard” in 2000. Key is currently the
7 owner/operator of Lone Tree Recordings, a recording studio in Franklin,
8 Tennessee. He is currently touring and writing music as a solo acoustic artist.

9 30. Plaintiff Mosely, an individual, is a resident of the State of Florida.
10 Mosely joined “Yellowcard” in 2002 and is the former bassist of the band.
11 Mosely co-wrote the Original Work with Key, Parsons, and Mackin. Mosely is
12 a co-owner of the registered copyright in the Original Work. Mosely is currently
13 a triple major in music at Jacksonville University obtaining degrees in Music
14 Business, Commercial Music, and Music Composition.

15 31. Plaintiff Parsons, an individual, is a resident of the State of
16 California. Parsons co-wrote the Original Work with Key, Mosely, and Mackin.
17 Parsons is best known for being the former drummer of the former band
18 “Yellowcard.” Parsons is a co-owner of the registered copyright in the Original
19 Work. He joined “Yellowcard” in 1997.

20 32. Plaintiff Sean Mackin, an individual, is a resident of the State of
21 Washington. Mackin is best known as the violinist and backup vocalist for the
22 former band “Yellowcard.” Mackin co-wrote the Original Work with Key,
23 Moseley, and Parsons. Mackin is a co-owner of the registered copyright in the
24 Original Work. He joined “Yellowcard” in 1997.

25 33. Defendant Juice WRLD, an individual, is a resident of California.
26 Juice WRLD is a recording artist and a co-writer of the Infringing Work. Juice
27 WRLD is also the performer of the Infringing Sound Recording.
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1 34. Defendant Taz Taylor, an individual, upon information and belief,
2 was a resident of the State of Florida and now is a resident of the State of
3 California. Defendant Taz Taylor is a credited writer of the Infringing Work
4 “Lucid Dreams.” Upon information and belief, Taz Taylor resides in the Internet
5 Money mansion in Los Angeles, California and is thus, a resident of the State of
6 California. Upon information and belief, Defendant Taz Taylor is a founder and
7 owner of Defendant Taylor Beats.

8 35. Defendant Nick Mira, an individual, upon information and belief,
9 was a resident of the State of Virginia and now is a resident of the State of
10 California. Upon information and belief, Nick Mira resides at the Internet Money
11 mansion with Taz Taylor in Los Angeles, California. Nick Mira is a co-writer
12 and the producer of the Infringing Work and Infringing Sound Recording. Upon
13 information and belief, Defendant Nick Mira is a founder and owner of
14 Defendant Nick Mira Publishing.

15 36. Defendant BMG, a Delaware limited liability company, is registered
16 to do business in California and has an office located at 6100 Wilshire Boulevard,
17 Suite #1600, Los Angeles, California 90048. BMG is administered by BMG
18 Chrysalis and is a publisher of the Infringing Work. BMG has exploited the
19 Infringing Work and collects royalties for the Infringing Work.

20 37. Defendant Taylor Beats is a Florida limited liability company
21 organized and existing under the laws of Florida. Defendant Taylor Beats has a
22 principal place of business at 10438 Dodd Road, Jacksonville, Florida 32218.
23 Defendant Taylor Beats is a publisher for Taz Taylor and upon and information
24 belief, collects the publishing share for Taz Taylor on the Infringing Work.
25 Defendant Taylor Beats is administered by Kobalt. Defendant Taylor Beats has
26 exploited the Infringing Work and collects royalties for the Infringing Work as
27 discussed herein. Defendant Taylor Beats is reported as inactive with the State
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1 of Florida since September 28, 2018.

2 38. Defendant Artist 101 is a publisher of Artist Publishing Group,
3 which is the publishing division of Artist Partner Group. Artist Partner Group is
4 a Delaware corporation existing and organized under the laws of Delaware with
5 a principal place of business at 816 N. Fairfax Avenue, 2nd Floor, Los Angeles,
6 California 90046. Defendant Artist 101 is a publisher for Taz Taylor and upon
7 information and belief, collects the publishing share for Taz Taylor on the
8 Infringing Work. Artist 101 is administered by Kobalt. Artist 101 is a publisher
9 of the Infringing Work. Artist 101 has exploited the Infringing Work and collects
10 royalties for the Infringing Work as discussed herein.

11 39. Defendant Nick Mira Publishing is administered by Songs of
12 Universal. Defendant Nick Mira Publishing is a publisher and collects Defendant
13 Nick Mira's publishing share of the Infringing Work. Defendant Nick Mira
14 Publishing has exploited the Infringing Work and collects royalties for the
15 Infringing Work as discussed herein.

16 40. Defendant Electric Feel is administered by Songs of Universal.
17 Defendant Electric Feel is a publisher and collects Defendant Nick Mira's
18 publishing share of the Infringing Work. Defendant Electric Feel has exploited
19 the Infringing Work and collects royalties for the Infringing Work as discussed
20 herein.

21 41. Defendant Kobalt is a Delaware corporation organized and existing
22 under the laws of Delaware with its principal place of business at 220 West 42nd
23 Street, 11th Floor, New York, New York 10036. Kobalt also has an office located
24 at 8201 Beverly Blvd, 4th Floor, Suite 400, West Hollywood, California 90048.
25 Upon information and belief, Kobalt is the publishing administrator for
26 Defendant Artist 101 and Defendant Taylor Beats on the Infringing Work "Lucid
27 Dreams." Upon information and belief, Defendant Artist 101 and Defendant
28

1 Taylor Beats are publishers for Taz Taylor. Kobalt has exploited the Infringing
2 Work and collects royalties for the Infringing Work as discussed herein.

3 42. Defendant Songs of Universal is a California corporation organized
4 and existing under the laws of California with its principal place of business at
5 2100 Colorado Avenue, Santa Monica, California 90404. Upon information and
6 belief, Songs of Universal is the publishing administrator for Defendant Electric
7 Feel's and Defendant Nick Mira Publishing's interest in the Infringing Work.
8 Defendant Electric Feel and Defendant Nick Mira Publishing are publishers for
9 Nick Mira. Universal has exploited the Infringing Work and collects royalties for
10 the Infringing Work as discussed herein.

11 43. Defendant Grade A Productions is an Illinois limited liability
12 company organized and existing under the laws of Illinois. Defendant Grade A
13 Productions has a principal place of business at THE IM GRP-40 Wall St. 28th
14 Floor, New York, New York 10005. Defendant Grade A Productions is the
15 record label of the Infringing Work and Infringing Sound Recording "Lucid
16 Dreams." Defendant Grade A Productions has exploited the Infringing Work and
17 Infringing Sound Recording and collects royalties for the Infringing Work and
18 Infringing Sound Recording as discussed herein. Defendant Grade A
19 Productions can be served through its agent Brandon G. Dickinson at 4041 South
20 Calumet #2 Chicago, Illinois 60653.

21 44. Defendant Interscope is a record label owned by Universal Music
22 Group through its Interscope Geffen A&M imprint. Interscope is a California
23 general partnership. Interscope's principal place of business is located at 2200
24 Colorado Avenue, Santa Monica, California 90404. Upon information and
25 belief, Interscope is the distributor for Grade A Productions's interest in the
26 Infringing Work and Infringing Sound Recording. Interscope has exploited the
27 Infringing Work and Infringing Sound Recording and collects royalties for the
28

1 Infringing Work and Infringing Sound Recording as discussed herein.

2 **STATEMENT OF FACTS**

3 **I. Background of the Writers of “Holly Wood Died”**

4 45. Prior to becoming a member of “Yellowcard,” Key contributed and
5 provided backup vocals for the band’s first album. In 2000, Key returned to
6 “Yellowcard” as the band’s lead singer. He later became a rhythm guitarist for
7 the band as well. Key has also worked with or been featured in songs by Taboo
8 of the band the “Black Eyed Peas,” “Silverstein,” “Linkin Park,” “U2,” and
9 “New Found Glory.” Key is a co-author of “Holly Wood Died.”

10 46. Mosely joined “Yellowcard” as a bassist in 2002. Mosely took a
11 crucial role in writing and recording “Yellowcard’s” debut album, *Ocean*
12 *Avenue*. Mosely is a co-author of “Holly Wood Died,” which is featured on
13 “Yellowcard’s” album, *Lights and Sounds*. *Lights and Sounds* peaked at number
14 five on the U.S. Billboard 200.

15 47. Parsons is a founding member of the band “Yellowcard.” Parsons
16 is a co-author of the Original Work. Parsons played drums for Adam Lambert.
17 He was also involved in forming the rap-rock group, “LMPD,” and the band,
18 “This Legend.” Parsons is a drummer for the band “New Year’s Day.”

19 48. Mackin is an original member of the former band “Yellowcard” and
20 was involved with the band as a violinist and backup vocalist. Mackin is a co-
21 author of “Holly Wood Died.” While a member of “Yellowcard,” the band
22 toured with “Linkin Park” and “Blue October.”

23 49. “Yellowcard” has had multiple hit singles, including “Way Away,”
24 “Ocean Avenue,” “Only One,” “Lights and Sounds,” “For You, and Your Denial,”
25 and “Holly Wood Died.”

26 50. “Yellowcard” has released albums that have peaked on charts in the
27 United States, including *Lights and Sounds*, which peaked at number 5, *Southern*
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1 *Air*, which peaked at number 10, *Paper Walls*, which peaked at number 13, and
2 *When You're Through Thinking, Say Yes*, which peaked at number 19.

3 51. "Yellowcard" has national and international exposure with its music
4 offered through digital providers such as Spotify, Apple Music, YouTube, and
5 Amazon.

6 52. To date, the Original Work has generated over 1,879,000 streams on
7 Spotify and over 46,000 views on YouTube. *Lights and Sounds*, the album
8 containing the Original Work, was certified "gold" on March 15, 2006.

9 53. The Original Work is original, and Defendants copied, as discussed
10 below, original elements from it.

11 **II. Background and Success of the Infringing Work and Infringing**
12 **Sound Recording**

13 54. Defendants are the performers, writers, producers, publishers, and
14 administrators of the Infringing Work and Infringing Sound Recording.

15 55. Defendant Juice WRLD is an emo-leaning Chicago rapper whose
16 performing name Juice WRLD was inspired by the 1992 2Pac film *Juice*.
17 Defendant Juice WRLD began to develop himself as an artist in his freshman
18 year of high school, but really started to pop up on the nationwide hip-hop radar
19 with the creation of the Infringing Work.

20 56. In early 2017, Defendant Nick Mira and Defendant Juice WRLD
21 became acquainted through a mutual connection, Sidepce.

22 57. In an interview explaining how his company Internet Money helped
23 launch Juice WRLD's career, Defendant Taz Taylor stated that Juice WRLD was
24 supposed to be one of the first artists he signed with Internet Money. In the
25 October 5, 2018 interview, Defendant Taz Taylor explained that he never really
26 had a relationship with Defendant Juice WRLD but that Defendant Nick Mira
27 has been developing Defendant Juice WRLD for almost two years.

1 58. The Infringing Work was created by the Defendant writers based
2 upon the copying of two songs: Sting’s “Shape of my Heart,” and the Original
3 Work. While Defendants licensed Sting’s work, they decided to willfully
4 infringe the Original Work.

5 59. On June 15, 2017, Defendant Juice WRLD released the Infringing
6 Work on SoundCloud.

7 60. On May 4, 2018, Defendant Grade A Productions and Defendant
8 Interscope officially released the Infringing Sound Recording and the Infringing
9 Work.

10 61. The Infringing Work and Infringing Sound Recording peaked at No.
11 2 on U.S. Billboard Hot 100. The song was on the chart for 46 weeks. The
12 Infringing Work and Infringing Sound Recording peaked at No. 1 on Billboard
13 Hot R&B/Hip-Hop Songs. The song was on the chart for 34 weeks. The
14 Infringing Work and Infringing Sound Recording peaked at No. 1 on Billboard
15 Rhythmic Songs. The song was on the chart for 28 weeks.

16 62. When the Infringing Work/Infringing Sound Recording rose to No.
17 9 on U.S. Billboard Hot 100 on June 12, 2018, the song became Defendant Juice
18 WRLD’s first top 10 song.

19 63. As of October 21, 2019, the music video for “Lucid Dreams” has
20 attracted more than 381,307,000 views on YouTube. As of October 21, 2019,
21 “Lucid Dreams” has over 939,955,000 streams on Spotify.

22 64. On May 24, 2019, “Lucid Dreams” was certified 5x Multi-Platinum
23 by RIAA for selling over 5,000,000 copies.

24 65. Juice WRLD performed “Lucid Dreams” live on *Jimmy Kimmel*
25 *Live!* on August 7, 2018 in Los Angeles, California. Juice WRLD performed
26 “Lucid Dreams” live during the 2018 MTV Video Music Awards on August 20,
27 2018 in New York, New York.

1 66. Juice WRLD performed “Lucid Dreams” on April 13, 2019 at the
2 Coachella Festival in Indio, California.

3 67. Upon information and belief, Defendant Juice WRLD performed
4 “Lucid Dreams” on tour, which consisted of concerts in Belgium, Finland,
5 Hungary, Sweden, Ireland, the Netherlands, Germany, the United Kingdom,
6 Canada, Australia, and the United States, including in New Jersey, Washington,
7 Wisconsin, New York, Illinois, North Dakota, Colorado, California, Florida,
8 Georgia, Massachusetts, Michigan, Texas, and Tennessee.

9 68. Juice WRLD recently performed on September 28, 2019 at
10 RingCentral Coliseum in Oakland, California and on September 29, 2019 at The
11 Grounds at Oakland Coliseum in Oakland, California. Juice WRLD is currently
12 scheduled to perform on November 9, 2019 at Dodger Stadium in Los Angeles,
13 California.

14 **III. Access**

15 69. As set forth above, the Original Work was a huge success. Thus,
16 Plaintiffs and the Original Work were well-known to Defendants.

17 70. Upon the release of “Lucid Dreams,” members of “Yellowcard”
18 immediately recognized the copying of the Original Work, “Holly Wood Died.”

19 71. Defendant Juice WRLD is admittedly familiar with and has studied
20 the genre of music of “Holly Wood Died” and “Yellowcard,” and specifically has
21 admitted on multiple occasions of studying this genre of music at the precise time
22 that the Original Work was a hit.

23 72. Specifically, in a published interview, Defendant Juice WRLD
24 stated that he had a crush on a girl in fifth grade who was “really Emo.” At the
25 time, the girl mentioned that she really enjoyed Emo pop rock, which is the
26 precise genre of “Yellowcard’s” music. Defendant Juice WRLD stated that he
27 went home and listened to that music. He stated that he listened to and educated
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1 himself in Emo pop rock music so that he would have something to talk to her
2 about. He stated that he ended up liking it and has studied it from that point
3 forward as discussed more fully below.

4 73. Upon information and belief, based upon his current age, these
5 initial events would have occurred in approximately 2006. Thus, upon
6 information and belief, at the time Defendant Juice WRLD began studying the
7 Emo genre of music, “Holly Wood Died” would have been recently released.

8 74. Defendant Juice WRLD has also admitted his familiarity and
9 appreciation for the work of the band “Fall Out Boy” in an interview. He stated
10 that one of the hits from the 2005 “Fall Out Boy” album *From Under the Cork*
11 *Tree* hit really hard to him and that the rest of the album had the same kind of
12 vibe to it.

13 75. “Fall Out Boy’s” music falls within the same genre of music as
14 “Yellowcard’s” music.

15 76. “Fall Out Boy’s” album *From Under the Cork Tree* was released in
16 May 2005. “Holly Wood Died” was released in January 2006. Thus, at the time
17 “Holly Wood Died” was released, Defendant Juice WRLD was familiar with and
18 studying that same genre of music.

19 77. Moreover, and not coincidentally, “Fall Out Boy’s” album *From*
20 *Under the Cork Tree* and “Yellowcard’s” album *Lights and Sounds* have the same
21 producer, Neal Avron. Since it is very common for a fan of works produced for
22 an artist by a specific producer to listen to other works by that same producer, it
23 is likely that Defendant Juice WRLD’s appreciation for the album *From Under*
24 *the Cork Tree* led to exposure to “Yellowcard’s” album *Lights and Sounds* and
25 the Original Work “Holly Wood Died.”

26 78. In addition, in a separate interview, Defendant Juice WRLD
27 discussed influences on him. In that interview, he discussed rap music embracing
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1 other genres and stated that he has a big rock background. He specifically stated
2 that his background includes the subcategories of rock music, alternative and post
3 hardcore. He mentioned the following groups, “Black Sabbath,” “Foo Fighters,”
4 “Fall Out Boy,” and “The Devil Wears Prada.” These groups were peers of
5 “Yellowcard,” and “Yellowcard’s” music is rooted in the same genre of music as
6 these groups.

7 79. Defendant Juice WRLD even collaborated on the song “Roses” with
8 the rock band “Panic! at the Disco.”

9 80. Indeed, in a recent article discussing the dominant form of rock
10 music, “Emo pop” and post hardcore, “Yellowcard” and the aforementioned “Fall
11 Out Boy,” were specifically mentioned as representing this genre.

12 81. The same article discusses the rise of the hip-hop subgenre “Emo
13 rap” and specifically listed the Infringing Work as representing this subgenre.
14 Another article describes Defendant Juice WRLD as an Emo rap ambassador.

15 82. A separate article discusses hip-hop artists that take a more pop-
16 punk influenced approach. One of the artists listed that falls into this category is
17 Defendant Juice WRLD.

18 83. There is a clear record of Defendant Juice WRLD’s exposure to the
19 type of music “Yellowcard” produced. There is evidence that he studied and
20 listened to “Yellowcard’s” peers at the same exact time that the Original Work
21 was released, and, therefore, certainly “Yellowcard” itself. This exposure would
22 have most certainly led Defendant Juice WRLD directly to the Infringing Work
23 “Holly Wood Died.” Given all of the foregoing, it is virtually impossible that it
24 did not.

25 84. Not only did Defendants therefore have undeniable access to the
26 Infringing Work, Defendants have admittedly sampled Sting’s “Shape of My
27 Heart” in “Lucid Dreams.” Specifically, Nick Mira admitted during an interview
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1 that after he watched the movie *Leon The Professional*, and heard Sting’s “Shape
2 of My Heart,” he immediately looked it up and listened to it. Not only did Nick
3 Mira listen to Sting’s “Shape of My Heart,” he “tweaked the notes” and “added
4 drums” and used the sample in “Lucid Dreams.” Like Sting’s “Shape of My
5 Heart,” Plaintiff’s Original Work, “Holly Wood Died,” was a big hit (the album
6 was certified Gold), and publicly available to Defendants. Unlike Sting’s “Shape
7 of My Heart,” however, Defendants decided to simply willfully infringe
8 Plaintiffs’ Original Work.

9 **IV. Substantial Similarity**

10 85. In addition to being apparent to the ordinary listener, melodic
11 elements of the works are not only substantially similar, but actually go beyond
12 striking similarity in places, and are virtually identical. Indeed, as shown below,
13 a direct comparison of the musical works transcribed in the same key of A Minor
14 and at the same octave, of both “Holly Wood Died” and the Infringing Work and
15 Infringing Sound Recording, reveals that these works are not only substantially
16 similar, but, as noted, in places are virtually identical. These substantial
17 similarities include, but are not limited to, the following:

18 86. The vocal melody found in the first verse of “Holly Wood Died”
19 and the vocal melody found in the first chorus of “Lucid Dreams” go beyond
20 substantial similarity.

21 87. The vocal melodies in question constitute essential identifying
22 features of “Holly Wood Died” in both qualitative and quantitative ways. This is
23 especially important qualitatively as the melody shared between the two works
24 constitutes each song’s distinctive recognizable “hook.”

25 88. In both songs, the vocal melodies consist of a pair of phrases
26 constituting a passage. This passage recurs three times in the Infringing Work
27 and Infringing Sound Recording. Additionally, this passage appears once in each
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1 song superimposed with either the additional verse or the chorus material. These
2 similarities surpass the likelihood of coincidence to the extent that they could
3 only reasonably be the result of an act of copying.

4 89. The following musical transcriptions demonstrate the strong
5 similarities of the vocal melodies. A solid vertical line indicates a note that is the
6 same in terms of both pitch and synchronicity (timing position). A dotted vertical
7 line indicates a note that is the same in terms of pitch and almost the same in
8 terms of synchronicity.

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10 "Holly Wood Died"

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13 "Lucid Dreams"

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The image displays four pairs of musical staves, each pair representing a comparison between two songs. The top staff of each pair is labeled with a number (1, 2, 3, 4, 5, 6, 7, 8) and the bottom staff is labeled with the song title. The first pair compares 'Holly Wood Died' (top) and 'Lucid Dreams' (bottom). The second pair compares 'Holly Wood Died' (top) and 'Lucid Dreams' (bottom). The third pair compares 'Holly Wood Died' (top) and 'Lucid Dreams' (bottom). The fourth pair compares 'Holly Wood Died' (top) and 'Lucid Dreams' (bottom). Solid vertical lines indicate notes that are identical in pitch and timing, while dotted vertical lines indicate notes that are identical in pitch but occur at slightly different times. The music is written in 4/4 time and uses a treble clef.

1
2 90. Of the above transcribed eight-bar section, there are 26 vertical lines
3 shown, 18 of which are solid and 8 of which are dotted. There are correlating
4 notes in every single bar of the 8-bar sections in each of the two works.

5 91. Of the 38 notes that comprise the vocal melody found in the verse
6 of “Holly Wood Died,” 26 have correlating notes in the 41-note vocal melody
7 found in the first chorus of “Lucid Dreams.”

8 92. Discounting the repeated articulation of the pitch of D in bar 2 of
9 “Lucid Dreams,” the longest span of similar continuous pitches is eight in bars

10 one to two: **Holly Wood Died:** C-C-G-F-E-C-D-C

11 **Lucid Dreams:** C-C-G-F-E-C-D-(D)-C

12 93. In bar two, above, all six notes that comprise the melodic phrase in
13 “Holly Wood Died” have correlating notes in the 7-note melodic phrase found in
14 “Lucid Dreams,” with five of those six notes being identical in terms of pitch and
15 synchronicity, and just one note being identical in terms of pitch but not precisely
16 the same in terms of synchronicity.

17 94. The preponderance of similar notes in every single bar with one bar
18 in particular (bar two, above) containing notes that are beyond substantially
19 similar, demonstrates that the similarities are the result of copying rather than of
20 coincidence. Indeed, given the access discussion discussed above, and these
21 similarities, any claim of independent creation is dead on arrival. But there is
22 even more.

23 95. The vocal melody found in the second verse of “Holly Wood Died”
24 features a melodic idiosyncrasy that also appears in the chorus of “Lucid Dreams”
25 in a parallel position. This idiosyncrasy is in the form of a “melisma,” which
26 refers to the singing of a single syllable of text while moving between two or
27 more notes in succession. The following musical transcription demonstrates this
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1 similarity, with lines to indicate coincidences of pitch. The last two notes within
 2 the excerpts of each song below, occurring in bar 4, demonstrate this occurrence
 3 of a melisma in each work.

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"Holly Wood Died"

"Lucid Dreams"

15 96. Qualitatively, as seen in the above transcription, of the 21 notes that
 16 comprise the vocal melody in the four-bar section of the first chorus of “Lucid
 17 Dreams,” 16 have correlating notes in the vocal melody found in bars five to eight
 18 of the second verse of “Holly Wood Died.” This totals an approximate 76.2%
 19 similarity of the two 4-bar sections.

20 97. In “Holly Wood Died,” the melisma is found in the setting of the
 21 last word (“heart”) of the phrase “like razors they cut through the heart.” The last
 22 single-syllable word “heart” is sung to the two pitches C-A with the pitch C
 23 falling on the strongly accented downbeat (the first beat) of the bar and the pitch
 24 A falling on the second semi-quaver or sixteenth note beat of the bar.

25 98. In “Lucid Dreams,” the melisma is found on the last word (“dead”)
 26 of the phrase “I know that you want me dead.” Just as with “Holly Wood Died,”
 27 the last single-syllable word “dead” is also sung to the same two pitches C-A,
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1 with the same rhythms and with the same synchronicity (timing position), with
2 the pitch C falling on the strongly accented downbeat of the bar and the pitch A
3 falling on the second semi-quaver or sixteenth note beat of the bar.

4 99. The melisma represents a shared creative choice which, when
5 combined with the other similarities identified, is even further evidence that the
6 Infringing Work was not independently created.

7 100. The high degree of objective similarity between the Original Work
8 and the Infringing Work extends well beyond the possibility of coincidence and
9 could only reasonably be the result of an act of copying.

10 101. The Infringing Work is therefore not wholly an original work, but
11 relies in crucial parts on “Holly Wood Died” for its musical identity. The copying
12 of the Infringing Work was willful.

13 **V. Continued Exploitation**

14 102. Juice WRLD, Nick Mira, and Taz Taylor are the authors of the
15 Infringing Work. Upon information and belief, Juice WRLD, Nick Mira, and Taz
16 Taylor were responsible for and/or benefitted from the creation, reproduction,
17 manufacture, distribution, or sale of “Lucid Dreams” which features the Original
18 Work “Holly Wood Died.”

19 103. All of the Defendants were responsible for and benefitted from the
20 creation, reproduction, manufacture, distribution, or sale of “Lucid Dreams”
21 which features the Original Work “Holly Wood Died.”

22 104. Interscope and Grade A Productions are the record labels of the
23 Infringing Work and Infringing Sound Recording. Upon information and belief,
24 Interscope and Grade A Productions were responsible for and/or benefitted from
25 the creation, reproduction, manufacture, distribution, or sale of “Lucid Dreams”
26 which features the Original Work “Holly Wood Died.”

1 105. Each of the Defendants contributed to or exploited or continues to
2 exploit the Infringing Work and Infringing Sound Recording. The conduct in the
3 creation and exploitation of the Infringing Work and Infringing Sound Recording
4 constitutes willful copyright infringement. Defendants were put on notice of their
5 infringing conduct, but continued to infringe nonetheless.

6 106. The overwhelming success of the Infringing Work and Infringing
7 Sound Recording as set forth above has provided Defendants substantial
8 opportunities to tour and perform around the world. The revenue and profits
9 derived from these performances and appearances, among all other revenue and
10 profits, are directly attributable to the success of the Infringing Work and
11 Infringing Sound Recording. Thus, the touring and concert revenue generated for
12 Defendants is causally connected to the Infringing Work and Infringing Sound
13 Recording, such that the touring revenue, concert revenue, and related public
14 performance revenue should be disgorged by Plaintiffs.

15 107. Not only has the Infringing Work and Infringing Sound Recording
16 been a huge musical success for the Defendants, but it has resulted in touring
17 revenue, artist royalties, licensing revenue, producer royalties, and songwriting
18 and publishing revenue directly attributable to the success of the Infringing Work
19 and Infringing Sound Recording. These opportunities would not have been
20 available to Defendants if they had not infringed Plaintiffs' Original Work.

21 108. The Infringing Work and Infringing Sound Recording continue to
22 be reproduced, sold, distributed, publicly performed, licensed, and otherwise
23 exploited on compact discs and albums by Defendants, and as digital downloads,
24 ringtones, and mastertones, and in music videos, all without payment to Plaintiffs.

25 109. As discussed above, all Defendants are responsible in some manner
26 for the events described herein and are liable to Plaintiffs for damages available
27 under the Copyright Act. Defendants are involved with the creation, release,
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1 reproduction, distribution, exploitation, licensing, receipt of revenue, and public
2 performance of the Infringing Work and Infringing Sound Recording, which
3 constitutes, among other things, the improper preparation of a derivative work
4 and direct, vicarious, and contributory infringement. As co-infringers and
5 practical partners, Defendants are jointly and severally liable for all amounts
6 owed, and for the profits enjoyed by the others. Upon information and belief,
7 Defendants have received, or are owed in pipeline money, in total, more than \$15
8 million in profits related to the Infringing Work and Infringing Sound Recording.
9 This revenue and profit received by Defendants include, but is not limited to,
10 artist royalties, producer royalties, revenue from sales and/or licensing of the
11 Infringing Work and Infringing Sound Recording, writer and publisher royalties,
12 licensing royalties, synchronization royalties, public performance royalties,
13 touring revenue, and other revenue, among other things, all of which are directly
14 attributable to the Original Work and should be disgorged to Plaintiffs.

15 110. These acts by Defendants are willful, knowing, and malicious, and
16 perpetrated without regard to Plaintiffs' rights.

17 111. Plaintiffs have never received proper credits for Defendants' use of
18 the Original Work "Holly Wood Died" in the Infringing Work and Infringing
19 Sound Recording.

20 112. Plaintiffs have never received any royalties or payment of any kind
21 for Defendants' use of the Original Work "Holly Wood Died" in the Infringing
22 Work and Infringing Sound Recording.

23 **FIRST CAUSE OF ACTION**

24 **(Copyright Infringement – 17 U.S.C. § 501)**

25 **(Against All Defendants)**

26 113. Plaintiffs respectfully repeat and incorporate by reference the
27 allegations contained in Paragraphs 1 through 112, as though fully set forth herein.
28

1 114. Plaintiffs are the legal and beneficial owners of the United States
2 copyright in the work “Holly Wood Died,” Registration Number PA0001163895,
3 as discussed above.

4 115. Defendants have directly, vicariously, and/or contributorily
5 infringed and/or induced infringement of Plaintiffs’ copyright in violation of 17
6 U.S.C. § 501.

7 116. Defendants had access to “Holly Wood Died” as discussed above.

8 117. Defendants’ acts were performed without Plaintiffs’ permission,
9 license, or consent. Defendants’ unauthorized reproduction, distribution, public
10 performance, display, and creation of a derivative work, “Lucid Dreams,” in the
11 Infringing Work and Infringing Sound Recording, infringe Plaintiffs’ exclusive
12 rights in violation of the Copyright Act, 17 U.S.C. § 101 *et. seq.*

13 118. Defendants’ infringement has been and continues to be, willful,
14 intentional, purposeful, and with complete disregard to Plaintiffs’ rights.

15 119. As a direct and proximate result of Defendants’ infringement,
16 Plaintiffs have been irreparably harmed.

17 120. “Lucid Dreams” copies prominent original parts of “Holly Wood
18 Died.” This copying satisfies both the intrinsic and extrinsic tests to establish
19 copyright infringement. The portions copied are both qualitatively and
20 quantitatively important to both the Original Work “Holly Wood Died,” and the
21 Infringing Work and Sound Recording “Lucid Dreams.” The Infringing Work
22 embodies the prominent original parts of “Holly Wood Died” copied by “Lucid
23 Dreams.”

24 121. From the date of creation of “Lucid Dreams,” all Defendants have
25 infringed Plaintiffs’ copyright interest in “Holly Wood Died” including:

- 26 a. by substantially copying and publicly performing, or
27 authorizing the copying and public performance, including publicly
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1 performing “Lucid Dreams” at radio, live concerts, personal appearances,
2 and on video, television, and otherwise;

3 b. by substantially copying the related marketing and promotion
4 of the sale of the videos, tickets to concerts and other performances, and
5 other merchandise; and

6 c. by participating in and furthering the aforementioned
7 infringing acts, and/or sharing in the proceeds therefrom, all through
8 substantial use of “Holly Wood Died” in and as part of “Lucid Dreams,”
9 and the Infringing Work, packaged in a variety of configurations and
10 digital downloads, mixes, and versions, and performed in a variety of ways
11 including radio, concerts, personal appearances, video, television, and/or
12 otherwise.

13 122. Plaintiffs have received no copyright ownership interests in, and for
14 any of the exploitations of, “Lucid Dreams” or any of the works associated with
15 “Lucid Dreams.”

16 123. Defendants have and continue to reproduce, distribute, and
17 manufacture large numbers of the Infringing Work and Infringing Sound
18 Recording, which violates Plaintiffs’ copyrights and are at issue in this lawsuit.
19 Defendants have not only marketed and exploited the works that are at issue but
20 have granted or caused to be granted to various parties, licenses to produce,
21 sample, and/or distribute the work that is in violation of Plaintiffs’ copyright.

22 124. Defendants had the right and ability to control other infringers and
23 have derived a direct financial benefit from that infringement such that
24 Defendants should be found to be vicariously liable.

25 125. Defendants, with knowledge of the infringement, materially
26 contributed to the direct infringement alleged herein such that they may be found
27 contributorily liable.

1 126. The infringement is continuing as “Lucid Dreams,” and the
2 Infringing Work and Infringing Sound Recording, continue to be licensed for sale,
3 downloads, ringtones, mastertones, and other exploitations by Defendants, and/or
4 their agents.

5 127. As a direct and proximate result of Defendants’ infringement,
6 pursuant to 17 U.S.C. § 504 (a)(1) and (b), Plaintiffs are entitled to actual
7 damages in addition to Defendants’ profits both domestically and relating to
8 foreign sales of other exploitation of the Infringing Work and Infringing Sound
9 Recording, which were manufactured, distributed, or otherwise infringed
10 domestically. On information and belief, that amount exceeds \$15 million.
11 Further, Plaintiffs are entitled to a running royalty on all future exploitations of
12 the Infringing Work and Infringing Sound Recording following judgment in an
13 amount to be determined.

14 128. In the alternative to profits and actual damages, pursuant to 17 U.S.C.
15 § 504(c), Plaintiffs are entitled to the maximum amount of statutory damages for
16 each act of copyright infringement.

17 129. As a direct and proximate result of Defendants’ infringement,
18 Plaintiffs have incurred attorneys’ fees and costs which are recoverable pursuant
19 to 17 U.S.C. § 505.

20 130. Defendants’ conduct has caused, is continuing to cause, and will
21 further cause great damage to Plaintiffs, which damages cannot be accurately
22 measured in monetary terms, and therefore, unless enjoined by the Court,
23 Plaintiffs will suffer irreparable injury, for which Plaintiffs are without adequate
24 remedy at law. Accordingly, Plaintiffs are entitled to a permanent injunction
25 pursuant to 17 U.S.C. § 502 following judgment, prohibiting further infringement,
26 reproduction, distribution, sale, public performance, other use, or exploitation of
27 Plaintiffs’ copyright.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment and relief, as follows:

1. For judgment in favor of Plaintiffs and against Defendants;
2. For a declaration and finding that Defendants have willfully infringed Plaintiffs' copyrighted work in violation of the Copyright Act;
3. For a declaration and finding that Defendants are directly, vicariously, and/or contributorily liable for copyright infringement, as applicable;
4. For actual damages and profits for copyright infringement pursuant to 17 U.S.C. § 504(a)(1) and (b), including a finding that Defendants are jointly and severally liable for actual damages, as well as for each other's profits as practical partners;
5. For an accounting of all profits, income, receipts, or other benefits derived by Defendants from the reproduction, copying, display, promotion, distribution, or sale of products and services or other media, either now known or hereafter devised, that improperly or unlawfully infringe Plaintiffs' copyright pursuant to 17 U.S.C. § 504(a)(1) and (b);
6. For statutory damages, upon election prior to final judgment in the alternative to actual damages and profits, for willful copyright infringement pursuant to 17 U.S.C. § 504(c);
7. For cost of suit herein, including an award of attorneys' fees pursuant to 17 U.S.C. § 505;
8. For pre-judgment and post-judgment interest;
9. For a running royalty and/or ownership share in the Infringing Work and Infringing Sound Recording following judgment in an amount to be proven at trial, or in the alternative, for the entry of an injunction requiring Defendants, their officers, agents, servants, employees, representatives, successors, licensees, partners, attorneys, and assigns, and all persons acting in concert or participation

1 with each or any one of them to be permanently enjoined from directly or
2 indirectly infringing, reproducing, displaying, promoting, advertising,
3 distributing, or selling any work that infringes, contributorily infringes, or
4 vicariously infringes Plaintiffs' rights in the work protected by the Copyright Act;

5 10. For such other and further relief as the Court may deem just and
6 proper.

7 **DEMAND FOR JURY TRIAL**

8 Pursuant to Federal Rule of Civil Procedure 38(b), and otherwise,
9 Plaintiffs respectfully demand a jury trial on all issues raised in this complaint.

10
11 Dated: October 21, 2019

Respectfully submitted,

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