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12 **Attorneys for Plaintiffs**

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 UMG RECORDINGS, INC.; CAPITOL
16 RECORDS, LLC; WARNER BROS.
17 RECORDS INC.; WARNER MUSIC
18 LATINA INC.; SONY MUSIC
19 ENTERTAINMENT; SONY MUSIC
20 ENTERTAINMENT US LATIN LLC;
21 ARISTA RECORDS LLC; ATLANTIC
22 RECORDING CORPORATION;
23 ELEKTRA ENTERTAINMENT
24 GROUP INC.; FUELED BY RAMEN,
25 LLC; KEMOSABE RECORDS LLC;
26 LAFACE RECORDS LLC;
27 NONESUCH RECORDS INC.; WEA
28 INTERNATIONAL INC.; ZOMBA
RECORDING LLC,

Plaintiffs,

v.

PMD TECHNOLOGIE UG d/b/a
YouTube-mp3; PHILIP MATEANZ;
and DOES 1-10,

Defendants.

Case No.: 2:16-CV-07210

COMPLAINT FOR:

- 1. **DIRECT COPYRIGHT INFRINGEMENT;**
- 2. **CONTRIBUTORY COPYRIGHT INFRINGEMENT;**
- 3. **VICARIOUS COPYRIGHT INFRINGEMENT;**
- 4. **INDUCEMENT OF COPYRIGHT INFRINGEMENT;**
AND
- 5. **CIRCUMVENTION OF TECHNOLOGICAL MEASURES**

DEMAND FOR JURY TRIAL

1 Plaintiffs UMG Recordings, Inc.; Capitol Records, LLC; Warner Bros. Records
2 Inc.; Warner Music Latina Inc.; Sony Music Entertainment; Sony Music
3 Entertainment US Latin LLC; Arista Records LLC; Atlantic Recording Corporation;
4 Elektra Entertainment Group Inc.; Fueled by Ramen, LLC; Kemosabe Records LLC;
5 LaFace Records LLC; Nonesuch Records Inc.; WEA International Inc.; and Zomba
6 Recording LLC (collectively, “Plaintiffs”), by and through their attorneys, hereby
7 allege as follows:

8 **INTRODUCTION**

9 1. Plaintiffs are record companies that, along with their affiliated labels,
10 create, manufacture, and/or distribute the vast majority of all recorded music
11 legitimately produced and sold in the United States. Defendants own and operate a
12 website known as “YouTube-mp3” (“YTMP3”), which is located at the web address
13 www.youtube-mp3.org. YTMP3 is designed to infringe and facilitate the
14 infringement of Plaintiffs’ copyrighted sound recordings that are available on
15 YouTube (www.youtube.com). YTMP3 rapidly and seamlessly removes the audio
16 tracks contained in videos streamed from YouTube that YTMP3’s users access (these
17 audio tracks consist largely of sound recordings owned by Plaintiffs), converts those
18 audio tracks to an MP3 format, copies and stores them on YTMP3’s servers, and then
19 distributes copies of the MP3 audio files from its servers to its users in the United
20 States, enabling its users to download those MP3 files to their computers, tablets, or
21 smart phones. All of this occurs without the authorization of Plaintiffs or of
22 YouTube, which makes videos available to its users for viewing and listening online,
23 but not for copying or downloading.

24 2. By its conduct, YTMP3 directly infringes Plaintiffs’ sound recordings. It
25 also provides the site and facilities and means for its users to engage in copyright
26 infringement, while profiting from the infringement. YTMP3 also materially
27 contributes to the infringement by its users, of which it has knowledge.
28

1 3. Capturing digital content streamed over the internet is known as “stream
2 ripping.” Copyright infringement through stream ripping has become a major
3 problem for Plaintiffs and for the recorded music industry as a whole. From 2013 to
4 2015 alone, there has been a 50% increase in unauthorized stream ripping in the
5 United States.

6 4. YTMP3’s conduct, and the conduct of its users that it enables and
7 induces, infringes Plaintiffs’ copyrights and other rights. It also violates YouTube’s
8 Terms of Service. In addition, on information and belief, YTMP3’s unauthorized
9 conversion, copying, storage, and distribution of Plaintiffs’ copyrighted sound
10 recordings is accomplished by YTMP3 unlawfully circumventing technological
11 measures that YouTube has implemented to prevent the downloading or copying of
12 content from the YouTube service. By engaging in and facilitating the unlawful
13 infringement of Plaintiffs’ sound recordings, YTMP3 deprives Plaintiffs (and other
14 copyright owners) of the benefits of their investment in these valuable works and
15 interferes with and creates a substitute for legitimate streaming and download services
16 that are authorized by Plaintiffs.

17 5. The scale of Defendants’ infringing activity is enormous. Plaintiffs are
18 informed and believe, and on that basis allege, that the YTMP3 website is one of the
19 most visited sites in the world, has tens of millions of users, and is responsible for
20 upwards of 40% of all unlawful stream ripping of music from YouTube in the world.
21 Defendants have boasted that YTMP3 is the “easiest online service for converting
22 videos to mp3,” usable by virtually any internet-enabled device, including personal
23 computers, tablets, and smart phones. Defendants also admit that “the whole
24 conversion process will be performed by our infrastructure and you only have to
25 download the audio file from our servers.”

26 6. Defendants’ unlawful conduct inflicts tremendous and irreparable
27 damage on Plaintiffs’ businesses, and erodes authorized sales and distribution of
28 sound recordings through traditional and online channels. Rampant copyright

1 infringement of sound recordings over the internet, including the massive
2 infringement engaged in and enabled by websites such as YTMP3, has resulted in
3 significant harm to the music industry, including to artists who rely on recorded music
4 for their livelihood. A recent survey found that 57 million persons in the United
5 States are engaging in copyright infringement of sound recordings using unauthorized
6 online services, including stream ripping services.

7 7. At the same time Defendants are depriving Plaintiffs and their recording
8 artists of the fruits of their labor, Defendants are profiting from the operation of the
9 YTMP3 website. Through the promise of illicit delivery of free music, Defendants
10 have attracted millions of users to the YTMP3 website, which in turn generates
11 advertising revenues for Defendants. For example, Plaintiffs are informed and
12 believe, and on that basis allege, that Defendants – working with services such as
13 Google’s “AdSense” program and Google’s “DoubleClick” service – profit from
14 third-party advertising that targets users based on the users’ location (geo-targeting) or
15 based on the users’ prior internet browsing history (interest-based targeting). Such
16 targeted advertising maximizes the “click-through” rate of advertisements on the
17 YTMP3 website (*i.e.*, the number of visitors to the site who then “click” on an
18 advertisement appearing on the site), thereby generating substantial revenues and
19 profits to Defendants through their operation of the website.

20 8. Defendants’ provision of an easy-to-use service for copyright
21 infringement has caused and is causing Plaintiffs significant and irreparable harm.
22 Defendants’ business unlawfully profits from copyright infringement and free rides on
23 the creative efforts and investments of others. Plaintiffs are entitled to preliminary
24 and permanent injunctive relief to stop Defendants’ ongoing violation of Plaintiffs’
25 rights, and to damages.

26 **NATURE OF THE ACTION**

27 9. This is an action for copyright infringement under the Copyright Act of
28 the United States, Title 17, United States Code §§ 101, *et seq.*, and for violations of

1 the provisions of the Copyright Act that prohibit persons from circumventing
2 technological measures designed to protect copyrighted works.

3 **JURISDICTION AND VENUE**

4 10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331
5 and 1338(a).

6 11. This Court has personal jurisdiction over Defendants, including pursuant
7 to Federal Rule of Civil Procedure 4(k)(2), for at least the following reasons: (1)
8 Plaintiffs' claims arise under federal copyright law; (2) YTMP3 is dedicated
9 exclusively to capturing, converting, and copying audio content that is maintained on
10 a U.S.-based website, YouTube (www.youtube.com), which Defendants then
11 distribute to users throughout the United States; (3) YTMP3 targets and attracts a
12 substantial number of users in the United States (YTMP3 attracts more users from the
13 United States than any other country); and (4) the effects of Defendants' unlawful
14 conduct are felt in the United States, including in this District, where several Plaintiffs
15 are located and/or maintain substantial business operations.

16 12. Venue in this District is proper under 28 U.S.C. §§ 1391(b) and 28
17 U.S.C. § 1400(a).

18 **THE PARTIES**

19 **Plaintiffs**

20 13. Plaintiff UMG Recordings, Inc. is a Delaware corporation with its
21 principal place of business in Santa Monica, California.

22 14. Plaintiff Capitol Records, LLC is a Delaware limited liability company
23 with its principal place of business in Santa Monica, California.

24 15. Plaintiff Warner Bros. Records Inc. is a Delaware corporation with its
25 principal place of business in Burbank, California.

26 16. Plaintiff Warner Music Latina Inc. is a Delaware corporation with its
27 principal place of business in Miami, Florida.

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1 17. Plaintiff Sony Music Entertainment is a Delaware partnership with its
2 principal place of business in New York, New York, and has substantial business
3 operations in this District.

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

6 19. Plaintiff Arista Records LLC is a Delaware limited liability company
7 with its principal place of business in New York, New York.

8 20. Plaintiff Atlantic Recording Corporation is a Delaware corporation with
9 its principal place of business in New York, New York.

10 21. Plaintiff Elektra Entertainment Group Inc. is a Delaware corporation with
11 its principal place of business in New York, New York.

12 22. Plaintiff Fueled by Ramen, LLC is a Delaware limited liability company
13 with its principal place of business in New York, New York.

14 23. Plaintiff Kemosabe Records LLC is a Delaware limited liability company
15 with its principal place of business in New York, New York.

16 24. Plaintiff LaFace Records LLC is a Delaware limited liability company
17 with its principal place of business in New York, New York.

18 25. Plaintiff Nonesuch Records Inc. is a Delaware corporation with its
19 principal place of business in New York, New York.

20 26. Plaintiff WEA International Inc. is a Delaware corporation with its
21 principal place of business in New York, New York.

22 27. Plaintiff Zomba Recording LLC is a Delaware limited liability company
23 with its principal place of business in New York, New York.

24 28. Plaintiffs UMG Recordings, Inc.; Capitol Records, LLC; Warner Bros.
25 Records Inc.; Warner Music Latina Inc.; Sony Music Entertainment; Sony Music
26 Entertainment US Latin LLC; Arista Records LLC; Atlantic Recording Corporation;
27 Elektra Entertainment Group Inc.; Fueled by Ramen, LLC; Kemosabe Records LLC;

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1 LaFace Records LLC; Nonesuch Records Inc.; WEA International Inc.; and Zomba
2 Recording LLC are collectively referred to herein as “Plaintiffs.”

3 29. Plaintiffs, along with their affiliated labels, are the copyright owners or
4 owners of exclusive rights with respect to the vast majority of copyrighted sound
5 recordings sold in the United States. Under the Copyright Act, Plaintiffs have, *inter*
6 *alia*, the exclusive rights to reproduce their copyrighted works, distribute copies or
7 phonorecords of their copyrighted works and perform them by means of a digital
8 audio transmission to the public. *See* 17 U.S.C. §§ 106(1), (3), (6). Plaintiffs are also
9 the owners of sound recordings protected under state law.

10 30. In addition to manufacturing, distributing, licensing, and selling
11 phonorecords in the form of CDs, vinyl records, and other tangible media, Plaintiffs
12 distribute their sound recordings in the form of digital audio files delivered or
13 performed over the internet through authorized services. Plaintiffs and the legitimate
14 services with which they work provide a wide variety of lawful ways for consumers to
15 enjoy recorded music that is distributed and performed over the internet, including
16 digital download and/or streaming services like Apple Music, iTunes, Google Play,
17 Amazon, Rhapsody, Spotify, and many others. Unlike Defendants’ unauthorized and
18 unlawful service, these services generally operate lawfully and pay Plaintiffs for
19 sound recordings that they distribute or perform.

20 31. Plaintiffs have invested and continue to invest significant money, time,
21 effort, and creative talent to discover and develop recording artists, and to create,
22 manufacture, advertise, promote, sell, and distribute sound recordings embodying
23 their performances. Plaintiffs, their employees, their recording artists, and others in
24 the music industry are compensated for their creative efforts and monetary
25 investments largely from the sale and distribution of sound recordings to the public,
26 including the authorized online sale, streaming, and distribution described above.

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1 **Defendants**

2 32. Defendant PMD Technologie UG (“PMD”) is a German limited liability
3 company organized and existing under the laws of Germany. PMD, which is wholly
4 owned by Defendant Philip Matesanz (“Matesanz”), describes itself as the owner and
5 operator of YTMP3.

6 33. On information and belief, Defendant Matesanz is a German citizen who
7 lives in Germany. On information and belief, Matesanz personally directs and
8 participates in, and personally receives a direct financial benefit from, the conduct
9 alleged herein. Matesanz describes himself as the owner and sole employee of PMD,
10 and thus is the ultimate owner and operator of YTMP3.

11 34. Plaintiffs are informed and believe, and on that basis allege, that
12 Defendants Does 1 through 10, along with Defendants PMD and Matesanz, own
13 and/or operate YTMP3, or are otherwise responsible for and proximately caused and
14 is causing the harm and damages alleged in this Complaint. Plaintiffs are unaware of
15 the true names and capacities of the Defendants sued herein as Does 1 through 10, and
16 for that reason, sue such Defendants by such fictitious names.

17 35. Defendants PMD, Matesanz, and Does 1-10 are collectively referred to as
18 “Defendants.” Plaintiffs are informed and believe, and on that basis allege, that at all
19 times relevant hereto, Defendants served as the agents of one another in infringing, or
20 facilitating the infringement of, Plaintiffs’ copyrights.

21 **THE YOUTUBE SERVICE**

22 36. YouTube (www.youtube.com) is an online video service. It is also the
23 largest on-demand music service in the world. Every day, people watch and listen to
24 hundreds of millions of hours of videos that are available on YouTube and generate
25 billions of “views” of those videos. Of those views, at least 30% are of music videos.

26 37. YouTube is a streaming service – the music videos on the site can be
27 listened to and viewed by users while they are connected to the internet, but the
28 transmission of those videos does not result in a permanent copy of the music video

1 being made for offline access by the user. Music videos and the sound recordings
2 that they contain cannot lawfully be downloaded, copied, saved, or distributed by
3 YouTube users.

4 38. In its Terms of Service, YouTube strictly limits what users may do on the
5 site, and with content that appears on YouTube. Among other things, YouTube's
6 Terms of Service impose the following prohibitions:

7 a. "You shall not copy, reproduce, distribute, transmit, broadcast,
8 display, sell, license, or otherwise exploit any Content for any other
9 purposes without the prior written consent of YouTube or the respective
10 licensors of the Content." (YouTube Terms of Service, ¶ 5(B));

11 b. "You agree not to circumvent, disable or otherwise interfere with
12 security-related features of the [YouTube] Service or features that
13 prevent or restrict use or copying of any Content or enforce limitations on
14 use of the Service or the Content therein." (YouTube Terms of Service,
15 ¶ 5(C));

16 c. "You agree not to distribute in any medium any part of . . . the
17 Content without YouTube's prior written authorization, unless YouTube
18 makes available the means for such distribution through functionality
19 offered by the [YouTube] Service (such as the Embeddable Player)."
20 (YouTube Terms of Service, ¶ 4(A)); and

21 d. "You agree not to access Content through any technology or
22 means other than the video playback pages of the [YouTube] Service
23 itself, the Embeddable Player, or other explicitly authorized means
24 YouTube may designate." (YouTube Terms of Service, ¶ 4(C))

25 39. Plaintiffs are informed and believe, and on that basis allege as follows:
26 YouTube has adopted and implemented technological measures to control access to
27 content maintained on its site and to prevent or inhibit downloading, copying, or illicit
28 distribution of that content. YouTube maintains two separate URLs for any given

1 video file: one URL, which is visible to the user, is for the webpage where the video
2 playback occurs, and one URL, which is not visible to the user, is for the video file
3 itself. The second URL is generated using a complex (and periodically changing)
4 algorithm – known as a “rolling cipher” – that is intended to inhibit direct access to
5 the underlying YouTube video files, thereby preventing or inhibiting the
6 downloading, copying, or distribution of the video files.

7 **DEFENDANTS’ INFRINGING CONDUCT**

8 40. YTMP3 was designed and exists for one principal reason: to profit from
9 the unauthorized reproduction and distribution of the popular copyrighted recorded
10 music that appears on YouTube, a substantial portion of which is owned or controlled
11 by Plaintiffs. YTMP3 accomplishes this goal by unlawfully removing the audio
12 tracks from videos that appear on the YouTube service, converting them to MP3 files,
13 copying those files to its servers, and then distributing those audio files to YTMP3
14 users in the United States in the form of downloadable MP3 audio files.

15 41. Stream ripping has become a major threat to the music industry,
16 functioning as an unlawful substitute for the purchase of recorded music and the
17 purchase of subscriptions to authorized streaming services. Stream ripping replaces
18 lawful, revenue-generating streaming and downloads of recordings over the internet
19 and sales of phonorecords in tangible media with the mass distribution of
20 unauthorized copies, depriving copyright owners of compensation and enriching
21 unlawful actors at copyright owners’ and artists’ expense.

22 42. The scale of stream ripping, and the corresponding impact on music
23 industry revenues, is enormous. Plaintiffs are informed and believe, and on that basis
24 allege, that tens, or even hundreds, of millions of tracks are illegally copied and
25 distributed by stream ripping services each month. And YTMP3, as created and
26 operated by Defendants, is the chief offender, accounting for upwards of 40% of all
27 unlawful stream ripping that takes place in the world.

28

1 43. The reason for Defendants’ success is straightforward: Defendants have
2 created a service that, through a few simple mouse clicks on a computer, generates
3 infringing copies of Plaintiffs’ sound recordings and distributes those infringing
4 copies for free to any person who wants them. Indeed, the YTMP3 home page –
5 depicted in the figure below – promotes the simplicity and efficiency of this infringing
6 service, touting that it is “the easiest online service for converting videos to mp3.”
7

YouTube mp3

<http://www.youtube.com/watch?v=KMU0tzLwhbE>

Convert Video



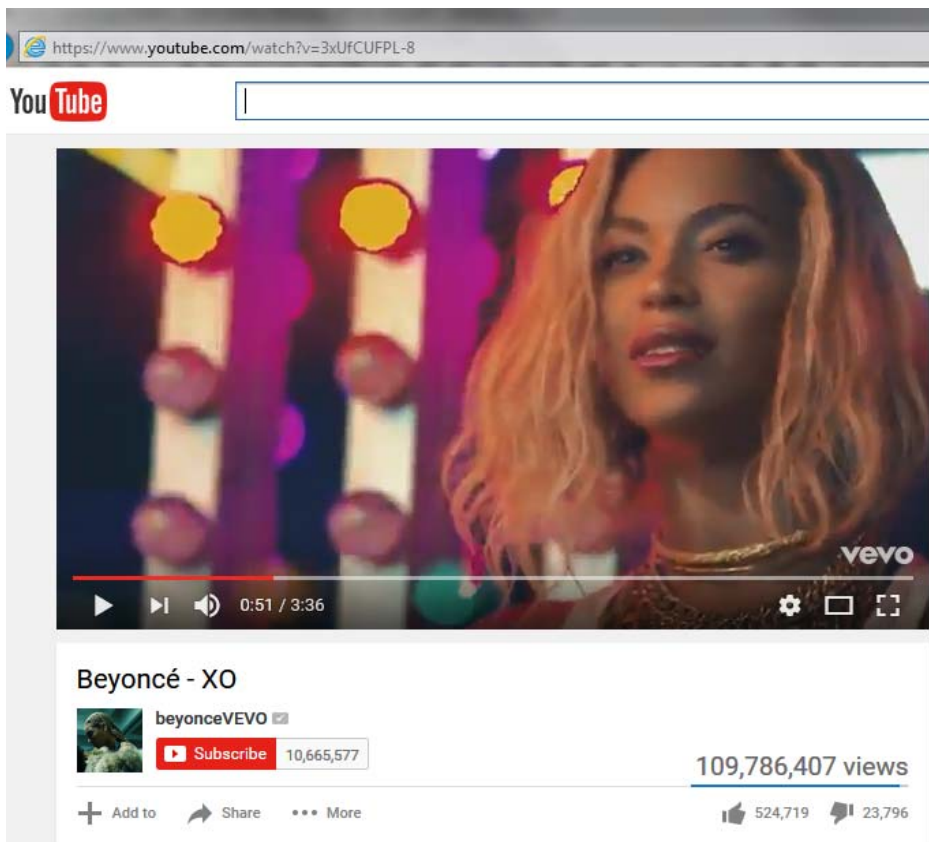
What is YouTube mp3?

YouTube-mp3.org is the easiest online service for converting videos to mp3. You do not need an account, the only thing you need is a YouTube URL. We will start to convert the audiotrack of your videofile to mp3 as soon as you have submitted it and you will be able to download it. Different from other services the whole conversion process will be performed by our infrastructure and you only have to download the audio file from our servers. Because of this our software is platform-independent: You can use it with your Mac, a Linux PC or even an iPhone. All conversions will be performed in high quality mode with a bitrate of at least 128 kBit/s. Do not worry, our service is completely free. We need approximately 3 to 4 minutes per video.

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1 44. YTMP3’s infringement of Plaintiffs’ copyrighted work begins with a
2 user who wants a copy of a song, at no cost. The user goes to YouTube
3 (www.youtube.com) and searches for a video with the desired song, an example of
4 which is seen in the figure below.

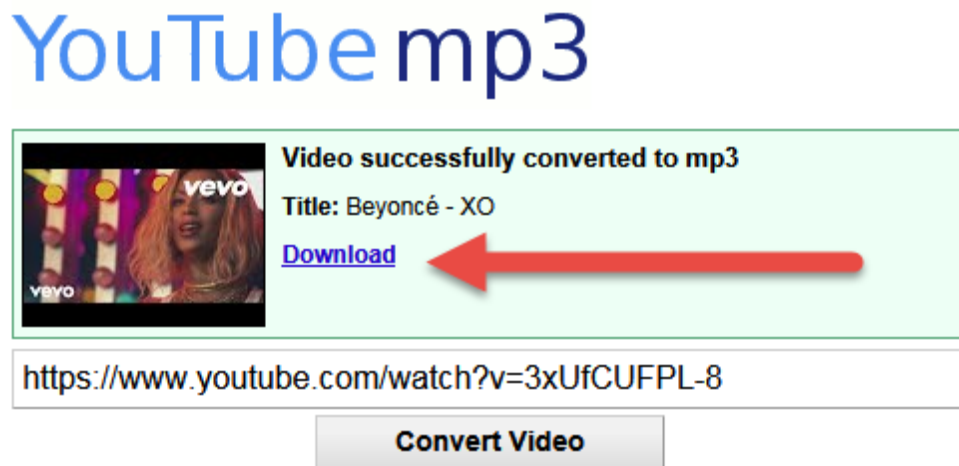


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20 45. The user then simply copies the webpage address (or “URL”) associated
21 with the playback of that YouTube video (which appears at the top of the YouTube
22 screen), goes to the interface on the YTMP3 home page, and pastes or enters the URL
23 into an input box. Once the URL is entered, the user clicks the “Convert Video”
24 button, as shown in the figure below.



1 46. YTMP3 then extracts the audio track from the YouTube video, converts
2 it to an MP3 audio file, and copies the file to its servers. Plaintiffs are informed and
3 believe, and on that basis allege, that, in order to access the YouTube video and
4 extract and copy the audio track, YTMP3 circumvents the technological measures that
5 YouTube has implemented to control access to content maintained on its site and to
6 prevent or inhibit illicit activities such as stream ripping. Among other things,
7 Plaintiffs are informed and believe, and on that basis allege, that YTMP3 employs a
8 means to circumvent the YouTube rolling cipher technology described above, and
9 other technological means that YouTube employs to protect content on its site.

10 47. Having circumvented the protective technological measures implemented
11 by YouTube, and having extracted and made a copy of the audio file associated with
12 the relevant video, YTMP3 then presents the user with a “download” link. When the
13 user clicks that link, the YTMP3 service distributes the MP3 file audio directly from
14 Defendants’ servers to the user’s computer, as demonstrated in the figure and arrow
15 below.



26 48. Plaintiffs are informed and believe, and on that basis allege, that in
27 addition to distributing MP3 audio files to users, Defendants also make and store
28 copies of the files on their servers for further distribution to other users. Although the

1 YTMP3 webpage states that the service begins to extract the audio file associated with
2 a YouTube video only after a user has entered a YouTube video URL and clicked the
3 “Convert Video” button, and that the service “need[s] 3 to 4 minutes per video,” in
4 many instances – particularly in connection with very popular recordings – the service
5 will deliver an MP3 audio file to the user almost immediately. Plaintiffs are informed
6 and believe that such files are immediately available because Defendants copy and
7 store such files on their servers for expeditious distribution to later users.

8 49. Defendants have no authorization or permission to copy, store, or
9 distribute Plaintiffs’ copyrighted sound recordings. By providing this all-in-one
10 infringement service, Defendants obtain a significant unfair advantage over competing
11 legitimate music services, which pay for the right to distribute Plaintiffs’ works, and
12 thus deprive Plaintiffs of the revenues to which they are entitled for exploitation of
13 their copyrighted works.

14 50. Attached as Exhibit A is an initial list of a small sampling of the
15 numerous and rapidly growing number of sound recordings to which Plaintiffs and/or
16 their affiliated labels hold exclusive rights under copyright that have been and are
17 being infringed by Defendants. As set forth in Exhibit A, the copyright in each of
18 these sound recordings is registered in the United States Copyright Office or is the
19 subject of a completed application for registration of the recording. Plaintiffs intend
20 to amend the Complaint at an appropriate time to provide an expanded list of works
21 infringed by Defendants.

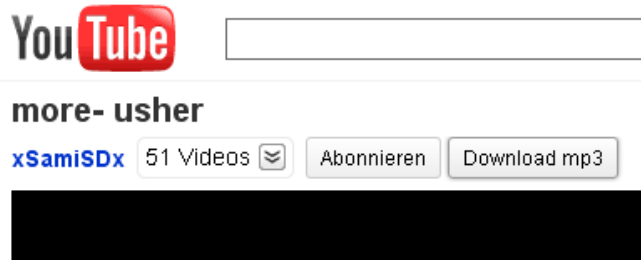
22 51. By providing and operating their service, Defendants are both directly
23 infringing Plaintiffs’ copyrights and are inducing and materially contributing to the
24 infringement of Plaintiffs’ copyrights by others and derive financial benefit from that
25 infringement. Defendants have the right and ability to supervise and stop the
26 infringing activity – indeed, Defendant Matesanz has publicly admitted that he has
27 (and has exercised) the ability to observe the content of the YouTube videos that are
28 being “ripped” through YTMP3 – but they have taken no steps to stop the

1 infringement. Rather, Defendants designed and continue to operate their service to
2 optimize its usefulness for infringement.

3 52. Defendants have also used one of Plaintiffs' own recordings to induce,
4 entice, persuade, and cause users of the YTMP3 website to infringe Plaintiffs'
5 copyrights. In a blog posting announcing new functionality for the YTMP3 service
6 (specifically, an "extension" for a Google Chrome browser), the single example that
7 Defendants provided of a video that could be stream ripped through the YTPM3
8 website was the song "More" by the recording artist Usher, which is owned by
9 Plaintiff Sony Music Entertainment:

Chrome Extension

10 Today we have published our extension for **Google Chrome**, you can
11 find it on our brand new **addon page**. Just click on "Install Addon" and
12 you can use it.



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19 53. The motivation behind Defendants' illegal conduct is clear: Defendants
20 are receiving a direct financial benefit from the copyright infringement occurring on
21 their service. Defendants have received millions of dollars in ill-gotten gains,
22 including by running revenue-generating advertisements on the site while committing
23 massive copyright infringement.

COUNT ONE

(Direct Copyright Infringement)

24

25

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

28

1 55. Defendants, without authorization or consent from Plaintiffs, reproduce
2 and distribute into the United States unauthorized reproductions of Plaintiffs'
3 copyrighted sound recordings, including but not limited to those copyrighted sound
4 recordings listed in Exhibit A hereto. Such reproduction and distribution constitutes
5 infringement of Plaintiffs' registered copyrights and the exclusive rights under
6 copyright in violation of 17 U.S.C. §§ 106(1) and (3).

7 56. The infringement of Plaintiffs' rights in each of their copyrighted sound
8 recordings constitutes a separate and distinct act of infringement.

9 57. Defendants' acts of infringement are willful, intentional, and purposeful,
10 in disregard of and indifferent to the rights of Plaintiffs.

11 58. As a direct and proximate result of Defendants' infringement of
12 Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to
13 the maximum statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of
14 \$150,000 with respect to each work infringed, or such other amounts as may be proper
15 under 17 U.S.C. § 504(c). In the alternative, at Plaintiffs' election pursuant to 17
16 U.S.C. § 504(b), Plaintiffs are entitled to their actual damages, including Defendants'
17 profits from infringement, in amounts to be proven at trial.

18 59. Plaintiffs are entitled to their costs, including reasonable attorneys' fees,
19 pursuant to 17 U.S.C. § 505.

20 60. Defendants' conduct is causing, and, unless enjoined by this Court, will
21 continue to cause Plaintiffs great and irreparable injury that cannot be fully
22 compensated or measured in money. Plaintiffs have no adequate remedy at law.
23 Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a preliminary injunction and a
24 permanent injunction prohibiting infringement of Plaintiffs' copyrights and exclusive
25 rights under copyright.

COUNT TWO

(Contributory Copyright Infringement)

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

5 62. As detailed above, users of the YTMP3 website are engaged in repeated
6 and pervasive infringement of Plaintiffs' exclusive rights to reproduce and distribute
7 their copyrighted recordings.

8 63. Defendants are liable as contributory copyright infringers for the
9 infringing acts of users of the YTMP3 website. Defendants have actual and
10 constructive knowledge of the infringing activity of YTMP3's users. Defendants
11 knowingly cause and otherwise materially contribute to these unauthorized
12 reproductions and distributions of Plaintiffs' copyrighted sound recordings, including
13 but not limited to those sound recordings listed in Exhibit A hereto.

14 64. The infringement of Plaintiffs' rights in each of their copyrighted sound
15 recordings constitutes a separate and distinct act of infringement.

16 65. Defendants' acts of infringement are willful, intentional, and purposeful,
17 in disregard of and indifferent to the rights of Plaintiffs.

18 66. As a direct and proximate result of Defendants' infringement of
19 Plaintiffs' copyrights and exclusive rights under copyright, Plaintiffs are entitled to
20 the maximum statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of
21 \$150,000 with respect to each work infringed, or such other amounts as may be proper
22 under 17 U.S.C. § 504(c). In the alternative, at Plaintiffs' election pursuant to 17
23 U.S.C. § 504(b), Plaintiffs are entitled to their actual damages, including Defendants'
24 profits from infringement, in amounts to be proven at trial.

25 67. Plaintiffs are entitled to their costs, including reasonable attorneys' fees,
26 pursuant to 17 U.S.C. § 505.

27 68. Defendants' conduct is causing, and, unless enjoined by this Court, will
28 continue to cause Plaintiffs great and irreparable injury that cannot fully be

1 compensated or measured in money. Plaintiffs have no adequate remedy at law.
2 Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a preliminary injunction and a
3 permanent injunction prohibiting infringement of Plaintiffs' copyrights and exclusive
4 rights under copyright.

5 **COUNT THREE**

6 **(Vicarious Copyright Infringement)**

7 69. Plaintiffs repeat and reallege every allegation contained in paragraphs 1
8 through 68 as if fully set forth herein.

9 70. As detailed above, users of the YTMP3 website are engaged in repeated
10 and pervasive infringement of Plaintiffs' exclusive rights to reproduce and distribute
11 their copyrighted recordings.

12 71. Defendants are vicariously liable for the infringing acts of users of the
13 YTMP3 website. Defendants have the right and ability to supervise and control the
14 infringing activities that occur through the use of YTMP3, and at all relevant times
15 have derived a direct financial benefit from the infringement of Plaintiffs' copyrights.
16 Defendants are therefore vicariously liable for the infringement of Plaintiffs'
17 copyrighted sound recordings, including but not limited to those sound recordings
18 listed in Exhibit A hereto.

19 72. The infringement of Plaintiffs' rights in each of their copyrighted sound
20 recordings constitutes a separate and distinct act of infringement.

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

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

1 U.S.C. § 504(b), Plaintiffs are entitled to their actual damages, including Defendants’
2 profits from infringement, in amounts to be proven at trial.

3 75. Plaintiffs are entitled to their costs, including reasonable attorneys’ fees,
4 pursuant to 17 U.S.C. § 505.

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

11 **COUNT FOUR**

12 **(Inducement of Copyright Infringement)**

13 77. Plaintiffs repeat and reallege every allegation contained in paragraphs 1
14 through 76 as if fully set forth herein.

15 78. As detailed above, users of the YTMP3 website are engaged in repeated
16 and pervasive infringement of Plaintiffs’ exclusive rights to reproduce and distribute
17 their copyrighted recordings.

18 79. Defendants are liable under the Copyright Act for inducing the infringing
19 acts of the users of YTMP3. Defendants operate the YTMP3 website with the
20 objective of promoting its use to infringe Plaintiffs’ copyrights. In addition,
21 Defendants have failed to take any meaningful action to prevent the widespread and
22 rapidly growing infringement by their users and in fact have taken affirmative steps to
23 encourage, promote, and assist infringement by their users.

24 80. Defendants knowingly and intentionally induce, entice, persuade, and
25 cause users of the YTMP3 website to infringe Plaintiffs’ copyrights in their sound
26 recordings, including but not limited to those sound recordings listed in Exhibit A
27 hereto, in violation of Plaintiffs’ copyrights. Indeed, Defendants expressly promote to
28 users the ease with which their service copies audio files: “We will start to convert

1 the audiobook of your videofile to mp3 as soon as you have submitted it and you will
2 be able to download it. Different from other services the whole conversion process
3 will be performed by our infrastructure and you only have to download the audio file
4 from our servers.”

5 81. Through these activities, among others, Defendants knowingly and
6 intentionally take steps that are substantially certain to result in direct infringement of
7 Plaintiffs’ sound recordings, including but not limited to those sound recordings listed
8 in Exhibit A hereto, in violation of Plaintiffs’ copyrights.

9 82. Despite their knowledge that infringing material is made available to
10 users by means of YTMP3, Defendants have failed to take reasonable steps to
11 minimize the infringing capabilities of the website.

12 83. The infringement of Plaintiffs’ rights in each of their copyrighted sound
13 recordings constitutes a separate and distinct act of infringement.

14 84. Defendants’ acts of infringement are willful, intentional, and purposeful,
15 in disregard of and indifferent to the rights of Plaintiffs.

16 85. As a direct and proximate result of Defendants’ infringement of
17 Plaintiffs’ copyrights and exclusive rights under copyright, Plaintiffs are entitled to
18 the maximum statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of
19 \$150,000 with respect to each work infringed, or such other amounts as may be proper
20 under 17 U.S.C. § 504(c). In the alternative, at Plaintiffs’ election pursuant to 17
21 U.S.C. § 504(b), Plaintiffs are entitled to their actual damages, including Defendants’
22 profits from infringement, in amounts to be proven at trial.

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

25 87. Defendants’ conduct is causing, and, unless enjoined by this Court, will
26 continue to cause Plaintiffs great and irreparable injury that cannot fully be
27 compensated or measured in money. Plaintiffs have no adequate remedy at law.
28 Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to a preliminary injunction and a

1 permanent injunction prohibiting infringement of Plaintiffs' copyrights and exclusive
2 rights under copyright.

3 **COUNT FIVE**

4 **(Circumvention of Technological Measures)**

5 88. Plaintiffs repeat and reallege every allegation contained in paragraphs 1
6 through 87 as if fully set forth herein.

7 89. On information and belief, the YTMP3 service circumvents technological
8 measures that YouTube has implemented to effectively control access to and prevent
9 copying of works protected under the Copyright Act, in violation of 17 U.S.C.
10 § 1201(a). More specifically, Defendants' service descrambles a scrambled work,
11 decrypts an encrypted work, or otherwise avoids, bypasses, removes, deactivates, or
12 impairs a technological measure without the authority of Plaintiffs or YouTube.

13 90. Defendants own, operate, provide, and offer to the public a service,
14 YTMP3, which is primarily designed for the purpose of circumventing protection
15 afforded by a technological measure, implemented by YouTube, that effectively
16 protects the rights of Plaintiffs under the Copyright Act in sound recordings including
17 but not limited to those listed in Exhibit A hereto, in violation of 17 U.S.C.
18 § 1201(b)(1)(A).

19 91. Defendants own, operate, provide, and offer to the public a service,
20 YTMP3, which has only a limited commercially significant purpose or use other than
21 to circumvent protection afforded by a technological measure, implemented by
22 YouTube, that effectively protects the rights of Plaintiffs under the Copyright Act in
23 sound recordings including but not limited to those listed in Exhibit A hereto, in
24 violation of 17 U.S.C. § 1201(b)(1)(B).

25 92. Defendants own, operate, provide, and offer to the public a service,
26 YTMP3, which is marketed by Defendants, and with Defendants' knowledge, for use
27 in circumventing protection afforded by a technological measure, implemented by
28 YouTube, that effectively protects the rights of Plaintiffs under the Copyright Act in

1 sound recordings including but not limited to those listed in Exhibit A hereto, in
2 violation of 17 U.S.C. § 1201(b)(1)(C).

3 93. Plaintiffs have been injured by Defendants' violations of 17 U.S.C.
4 § 1201, including because Defendants' violations have permitted or facilitated the
5 infringement of Plaintiffs' copyrighted works as described more fully herein.

6 94. Defendants' conduct as described herein was and is willful, intentional,
7 and purposeful, in disregard of and indifferent to the rights of Plaintiffs.

8 95. As a direct and proximate result of Defendants' violations of 17 U.S.C.
9 § 1201, Plaintiffs are entitled to the maximum statutory damages, pursuant to 17
10 U.S.C. § 1203(c)(3)(A), in the amount of \$2,500 with respect to each act of
11 circumvention. In the alternative, at Plaintiffs' election pursuant to 17 U.S.C.
12 § 1203(c)(2), Plaintiffs are entitled to their actual damages, including Defendants'
13 profits from circumvention, in amounts to be proven at trial.

14 96. Plaintiffs are entitled to their costs, including reasonable attorneys' fees,
15 pursuant to 17 U.S.C. §§ 505 and 1203(b)(4), (5).

16 97. Defendants' conduct is causing, and, unless enjoined by this Court, will
17 continue to cause Plaintiffs great and irreparable injury that cannot fully be
18 compensated or measured in money. Plaintiffs have no adequate remedy at law.
19 Pursuant to 17 U.S.C. § 1203(b)(1), Plaintiffs are entitled to a preliminary injunction
20 and a permanent injunction prohibiting Defendants ongoing violation of the anti-
21 circumvention provisions of 17 U.S.C. § 1201.

22 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

23 (a) for a declaration that Defendants, both directly and secondarily, willfully
24 infringe Plaintiffs' copyrights;

25 (b) for such equitable relief under Titles 17 and 28 as is necessary to prevent
26 or restrain infringement of Plaintiffs' copyrights and circumvention of YouTube's
27 technological measures that effectively control access to Plaintiffs' copyrighted
28 works, including:

1 i. a preliminary injunction and a permanent injunction requiring that
2 Defendants and their officers, agents, servants, employees, attorneys, and others in
3 active concert or participation with each or any of them, (a) cease infringing, or
4 causing, enabling, facilitating, encouraging, promoting and inducing or participating
5 in the infringement of, any of Plaintiffs' copyrights protected by the Copyright Act,
6 whether now in existence or hereafter created; (b) cease circumventing, or causing,
7 enabling, facilitating, encouraging, promoting, and inducing or participating in the
8 circumvention of, any technological measure maintained by YouTube that effectively
9 controls access to Plaintiffs' copyrighted works; and (c) surrender, and cease to use,
10 the domain name of www.youtube-mp3.org, and any variant thereof owned or
11 controlled by Defendants;

12 ii. entry of an Order, pursuant to Sections 502 and 1203 of the
13 Copyright Act (17 U.S.C. §§ 502, 1203), 28 U.S.C. § 1651(a), and this Court's
14 inherent equitable powers,

15 (A) enjoining Defendants and all third parties with notice of the
16 Order, including any Web hosts, domain-name registrars, domain name registries, and
17 proxy or reverse proxy services, and their administrators, from facilitating access to
18 any or all domain names, URLs and websites (including, without limitation,
19 www.youtube-mp3.org) through which Defendants infringe Plaintiffs' copyrights;

20 (B) requiring domain name registries and/or registrars holding or
21 listing Defendants' domain names and websites (including, without limitation,
22 www.youtube-mp3.org) through which Defendants infringe Plaintiffs' copyrights to:
23 (a) disable access to www.youtube-mp3.org and any related domain names specified
24 by Plaintiffs through a registry hold or otherwise, and to make them inactive and non-
25 transferable, and (b) transfer Defendants' domain names to a registrar to be appointed
26 by Plaintiffs to re-register the domain names in Plaintiffs' names and under Plaintiffs'
27 ownership;

28

1 (C) enjoining all third parties with notice of the Order from
2 maintaining, operating, or providing advertising, financial, technical, or other support
3 to YTMP3 and any other domain names, URLs, or websites through which
4 Defendants infringe Plaintiffs' copyrights, including without limitation www.youtube-
5 mp3.org; and enjoining all third-party distributors of applications, toolbars or similar
6 software with notice of the Order from distributing any applications, toolbars, or
7 similar software applications that interoperate with any domain names, URLs, or
8 websites through which Defendants infringe Plaintiffs' copyrights, including without
9 limitation www.youtube-mp3.org;

10 (c) for statutory damages pursuant to 17 U.S.C. § 504(c), in the amount of
11 \$150,000 per infringed work, arising from Defendants' violations of Plaintiffs' rights
12 under the Copyright Act or, in the alternative, at Plaintiffs' election pursuant to 17
13 U.S.C. § 504(b), Plaintiffs' actual damages, including Defendants' profits from
14 infringement, in amounts to be proven at trial;

15 (d) for statutory damages pursuant to 17 U.S.C. § 1203(c)(3)(A), in the
16 amount of \$2,500 with respect to each act of circumvention or, in the alternative, at
17 Plaintiffs' election pursuant to 17 U.S.C. § 1203(c)(2), Plaintiffs' actual damages,
18 including Defendants' profits from circumvention, in amounts to be proven at trial.

19 (e) for Plaintiffs' costs, including reasonable attorneys' fees, pursuant to 17
20 U.S.C. §§ 505 and 1203(b)(4), (5) and otherwise;

21 (f) for prejudgment and post-judgment interest; and
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1 (g) for such other relief as the Court may deem just and proper.
2

3 Dated: September 26, 2016

SIDLEY AUSTIN LLP

4
5 By: /s/ Rollin A. Ransom
6 Peter I. Ostroff
7 Rollin A. Ransom
8 Charlie J. Sarosy
9 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

Pursuant to Local Rule 38-1 and Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury.

Dated: September 26, 2016

SIDLEY AUSTIN LLP

By: /s/ Rollin A. Ransom
Peter I. Ostroff
Rollin A. Ransom
Charlie J. Sarosy
Attorneys for Plaintiffs

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Exhibit A

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
1.	Arista Records LLC	Anthony Hamilton	The Point of it All	625-444
2.	Arista Records LLC	Avril Lavigne	Complicated	319-397
3.	Arista Records LLC	Baby Bash	Cyclone	627-153
4.	Arista Records LLC	Babyface	Grown & Sexy	395-581
5.	Arista Records LLC	Babyface	There She Goes	298-052
6.	Arista Records LLC	Diamond Rio	Love a Little Stronger	192-192
7.	Arista Records LLC	Isyss	Day & Night	306-563
8.	Arista Records LLC	Jennifer Hudson	Spotlight	618-088
9.	Arista Records LLC	Outkast	Rosa Parks	264-091
10.	Arista Records LLC	Paula DeAnda	Doing Too Much	393-631
11.	Arista Records LLC	Santana feat. Michelle Branch	The Game of Love	325-816
12.	Arista Records LLC	Sarah McLachlan	Wintersong	399-074
13.	Atlantic Recording Corporation	Brett Eldredge	Bring You Back	751-747
14.	Atlantic Recording Corporation	Hunter Hayes	I Want Crazy	748-751
15.	Atlantic Recording Corporation	James Blunt	You're Beautiful	393-742
16.	Atlantic Recording Corporation	Jennifer Love Hewitt	Cool With You	227-488
17.	Atlantic Recording Corporation	Lupe Fiasco	Paris, Tokyo	639-320
18.	Atlantic Recording Corporation	Quad City DJs	Space Jam	230-149
19.	Atlantic Recording Corporation	Simple Plan	Your Love Is A Lie	639-323
20.	Atlantic Recording Corporation	Skrillex	Recess	743-328
21.	Atlantic Recording Corporation	Sugar Ray	When It's Over	303-749
22.	Atlantic Recording Corporation	The Rembrandts	Show Me Your Love	121-483
23.	Atlantic Recording Corporation	Trans-Siberian Orchestra	This Is Who You Are	284-961
24.	Atlantic Recording Corporation	Collective Soul	December	207-109

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
25.	Atlantic Recording Corporation	Bruno Mars	It Will Rain	705-798
26.	Atlantic Recording Corporation	Bruno Mars	Locked Out Of Heaven	756-206
27.	Atlantic Recording Corporation	Bruno Mars	When I Was Your Man	756-206
28.	Atlantic Recording Corporation	Charlie Puth feat. Meghan Trainor	Marvin Gaye	App. No. 1-2830804621
29.	Atlantic Recording Corporation	Charlie Puth	One Call Away	App. No. 1-3197808686
30.	Atlantic Recording Corporation	Charlie Puth feat. Selena Gomez	We Don't Talk Anymore	App. No. 1-3197808686
31.	Atlantic Recording Corporation	Christina Perri	Human	App. No. 1-1832807177
32.	Atlantic Recording Corporation	DLOW	Do It Like Me	App No. 1-3868145511
33.	Atlantic Recording Corporation	Flo Rida feat. Sage The Gemini & Lookas	GDFR	768-651
34.	Atlantic Recording Corporation	Flo Rida	Good Feeling	754-532
35.	Atlantic Recording Corporation	Galantis	No Money	App No. 1-3872657591
36.	Atlantic Recording Corporation	Galantis	Peanut Butter Jelly	773-121
37.	Atlantic Recording Corporation	Galantis	Runaway (U & I)	773-121
38.	Atlantic Recording Corporation	Kevin Gates	La Familia	App. No. 1-3217748591
39.	Atlantic Recording Corporation	Melanie Martinez	Alphabet Boy	App. No. 1-2923640761
40.	Atlantic Recording Corporation	Melanie Martinez	Carousel	App. No. 1-2923640761
41.	Atlantic Recording Corporation	Melanie Martinez	Pity Party	App. No. 1-2923640761

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
42.	Atlantic Recording Corporation	Omarion feat. Chris Brown & Jhene Aiko	Post To Be	App. No. 1-3875879278;1-4021282474
43.	Atlantic Recording Corporation	Skillet	Hero	657-156; 657-152
44.	Atlantic Recording Corporation	Wiz Khalifa	Black and Yellow	703-969
45.	Atlantic Recording Corporation	Wiz Khalifa feat. Charlie Puth	See You Again	768-651
46.	Atlantic Recording Corporation	Wiz Khalifa	We Dem Boyz	App. No. 1-1832807574; App. No. 1-1748505302
47.	Atlantic Recording Corporation	Brandy	Afrodisiac	370-673
48.	Atlantic Recording Corporation	Kevin Gates	2 Phones	App. No. 1-3217748591
49.	Atlantic Recording Corporation	Kevin Gates	Really Really	App. No. 1-3217748591
50.	Capitol Records, LLC	Darius Rucker	History in the Making	651-366
51.	Capitol Records, LLC	Katy Perry	Hot N Cold	638-214
52.	Capitol Records, LLC	Keith Urban	Only You Can Love Me This Way	656-713
53.	Capitol Records, LLC	Norah Jones	Chasing Pirates	636-557
54.	Capitol Records, LLC	Darius Rucker	Don't Think I Don't Think About It	651-367
55.	Capitol Records, LLC	Eric Church	Love Your Love The Most	656-709
56.	Capitol Records, LLC	Katy Perry	Teenage Dream	662-267
57.	Capitol Records, LLC	Lady Antebellum	American Honey	644-544
58.	Capitol Records, LLC	The Decemberists	January Hymn	671-440
59.	Capitol Records, LLC.	Lady Antebellum	Lookin' For A Good Time	656-386
60.	Capitol Records, LLC.	Lady Antebellum	Need You Now	644-543
61.	Elektra Entertainment Group Inc.	Alana Davis	32 Flavors	245-201

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
62.	Elektra Entertainment Group Inc.	Bjork	Joga	245-199
63.	Elektra Entertainment Group Inc.	Bryan White	So Much for Pretending	227-463
64.	Elektra Entertainment Group Inc.	Jet	Are You Gonna Be My Girl?	343-668
65.	Elektra Entertainment Group Inc.	Missy Elliott	Get Ur Freak On	297-686
66.	Elektra Entertainment Group Inc.	Moby	God Moving Over The Face of the Waters	252-365
67.	Elektra Entertainment Group Inc.	Nada Surf	Popular	225-933
68.	Elektra Entertainment Group Inc.	Natalie Merchant	Life Is Sweet	255-044
69.	Elektra Entertainment Group Inc.	The Format	On Your Porch	343-055
70.	Elektra Entertainment Group Inc.	Third Eye Blind	Never Let You Go	278-241
71.	Elektra Entertainment Group Inc.	Bruno Mars	Grenade	671-062
72.	Elektra Entertainment Group Inc.	Bruno Mars	Just the Way You Are	671-062
73.	Elektra Entertainment Group Inc.	Bruno Mars	Runaway Baby	671-062
74.	Elektra Entertainment Group Inc.	Bruno Mars	The Lazy Song	671-062
75.	Fueled By Ramen, LLC	Twenty One Pilots	Stressed Out	772-681
76.	Kemosabe Records LLC	Ke\$ha	Die Young	715-271
77.	LaFace Records LLC	Ciara feat. Chamillionaire	Get Up	388-894
78.	LaFace Records LLC	Donell Jones	My Apology	400-094
79.	LaFace Records LLC	Kelis	What's That Right There	395-929
80.	LaFace Records LLC	Outkast	Jazzy Belle	233-296
81.	LaFace Records LLC	P!nk	So What	619-959
82.	LaFace Records LLC	P!nk	Sober	619-959
83.	LaFace Records LLC	TLC	Creep	198-743

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
84.	LaFace Records LLC	Toni Braxton	He Wasn't Man Enough	287-194
85.	LaFace Records LLC	Usher	Moving Mountains	620-940
86.	LaFace Records LLC	Usher	One Day You'll Be Mine	257-730
87.	LaFace Records LLC	Usher	Think of You	200-154
88.	LaFace Records LLC	Usher feat. Young Jeezy	Love In This Club	620-940
89.	Nonesuch Records Inc.	Clint Mansell	Marion Barfs	303-613
90.	Nonesuch Records Inc.	Bill Frisell	Slow Dance	300-332
91.	Sony Music Entertainment	A Great Big World & Christina Aguilera	Say Something	736-234
92.	Sony Music Entertainment	A\$AP Rocky	Everyday	768-267
93.	Sony Music Entertainment	A\$AP Rocky	F**kin' Problems	716-229
94.	Sony Music Entertainment	Becky G	Shower	760-239
95.	Sony Music Entertainment	Beyoncé	XO	747-291
96.	Sony Music Entertainment	Beyoncé	Partition	747-291
97.	Sony Music Entertainment	Brad Paisley	River Bank	743-012
98.	Sony Music Entertainment	Britney Spears & Iggy Azalea	Pretty Girls	758-502
99.	Sony Music Entertainment	Calvin Harris	Pray To God	763-016
100.	Sony Music Entertainment	Calvin Harris	Summer	763-015
101.	Sony Music Entertainment	Cam	Burning House	761-101
102.	Sony Music Entertainment	Carrie Underwood	Something In the Water	752-448
103.	Sony Music Entertainment	Chris Brown	Loyal	760-918
104.	Sony Music Entertainment	Chris Brown, feat. Usher and Rick Ross	New Flame	760-917
105.	Sony Music Entertainment	Ciara	Body Party	724-526
106.	Sony Music Entertainment	Daft Punk	Get Lucky	725-802
107.	Sony Music Entertainment	Ella Henderson	Ghost	766-237
108.	Sony Music Entertainment	Elle King	America's Sweetheart	766-256
109.	Sony Music Entertainment	Elle King	Ex's & Oh's	766-187
110.	Sony Music Entertainment	Fifth Harmony	Sledgehammer	768-357
111.	Sony Music Entertainment	Fifth Harmony	Worth It	768-360

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
112.	Sony Music Entertainment	Gavin DeGraw	Make A Move	734-390
113.	Sony Music Entertainment	Hozier	Take Me To Church	763-599
114.	Sony Music Entertainment	Jake Owen	Beachin'	737-050
115.	Sony Music Entertainment	John Legend	All of Me	732-356
116.	Sony Music Entertainment	Kelly Clarkson	Catch My Breath	714-019
117.	Sony Music Entertainment	Kelly Clarkson	Heartbeat Song	765-819
118.	Sony Music Entertainment	Kenny Chesney	American Kids	744-302
119.	Sony Music Entertainment	Kid Ink, feat. Chris Brown	Show Me	742-549
120.	Sony Music Entertainment	Magic!	Rude	763-612
121.	Sony Music Entertainment	Meghan Trainor	All About That Bass	758-102
122.	Sony Music Entertainment	Meghan Trainor	Lips Are Movin	766-271
123.	Sony Music Entertainment	Meghan Trainor, feat. John Legend	Like I'm Gonna Lose You	766-270
124.	Sony Music Entertainment	Miguel	Adorn	709-268
125.	Sony Music Entertainment	Mikky Ekko	Smile	769-228
126.	Sony Music Entertainment	Miley Cyrus	We Can't Stop	726-503
127.	Sony Music Entertainment	Miranda Lambert	Platinum	753-655
128.	Sony Music Entertainment	Miranda Lambert	Smokin' and Drinkin'	753-655
129.	Sony Music Entertainment	Miranda Lambert & Carrie Underwood	Somethin' Bad	753-655
130.	Sony Music Entertainment	MKTO	Classic	754-326
131.	Sony Music Entertainment	Olly Murs	Troublemaker	727-210
132.	Sony Music Entertainment	One Direction	Best Song Ever	737-314
133.	Sony Music Entertainment	One Direction	Story of My Life	740-364
134.	Sony Music Entertainment	P!nk	Just Give Me A Reason	709-056
135.	Sony Music Entertainment	P!nk	Try	709-056
136.	Sony Music Entertainment	Pitbull	Feel This Moment	714-643
137.	Sony Music Entertainment	Pitbull	Timber	737-322
138.	Sony Music Entertainment	Pitbull	Time of Our Lives	763-598
139.	Sony Music Entertainment	Rachel Platten	Fight Song	758-820
140.	Sony Music Entertainment	Shakira	Can't Remember To Forget You	756-301
141.	Sony Music Entertainment	Sia	Chandelier	756-331

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
142.	Sony Music Entertainment	The Neighbourhood	Afraid	729-095
143.	Sony Music Entertainment	The Neighbourhood	Sweater Weather	729-095
144.	Sony Music Entertainment	Walk The Moon	Shut Up and Dance	764-108
145.	Sony Music Entertainment	Beyoncé	***Flawless	747-291
146.	Sony Music Entertainment	Chris Brown	Turn Up the Music	711-816
147.	Sony Music Entertainment	Christina Aguilera	Ain't No Other Man	719-409
148.	Sony Music Entertainment	Five For Fighting	100 Years	698-020
149.	Sony Music Entertainment	Justin Timberlake	Mirrors	736-613
150.	Sony Music Entertainment	Martika	Love... Thy Will Be Done	135-270
151.	Sony Music Entertainment	Pitbull feat. Chris Brown	International Love	681-904
152.	Sony Music Entertainment	Pitbull feat. Marc Anthony	Rain Over Me	681-904
153.	Sony Music Entertainment	Sade	No Ordinary Love	183-731
154.	Sony Music Entertainment	Sean Kingston	Beautiful Girls	730-825
155.	Sony Music Entertainment	T-Pain feat. Chris Brown	Best Love Song	706-396
156.	Sony Music Entertainment	Alicia Keys	Girl On Fire (Inferno Version)	714-751
157.	Sony Music Entertainment	Beyoncé	Drunk In Love	747-291
158.	Sony Music Entertainment	Justin Timberlake	Suit & Tie	714-855
159.	Sony Music Entertainment	Miley Cyrus	Wrecking Ball	735-241
160.	Sony Music Entertainment	Sara Bareilles	Brave	727-192
161.	Sony Music Entertainment US Latin LLC	Chayanne	Salome	711-049
162.	Sony Music Entertainment US Latin LLC	Ednita Nazario	Sin Querer	727-222
163.	Sony Music Entertainment US Latin LLC	Grupo Niche	Una Aventura	727-175
164.	Sony Music Entertainment US Latin LLC	Juan Gabriel	Abrazame Muy Fuerte	714-818
165.	Sony Music Entertainment US Latin LLC	Limi-T21	Solo Busco Amor	740-358

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
166.	Sony Music Entertainment US Latin LLC	Los Buitres De Culiacan Sinaloa	Borracho De Amor	728-337
167.	Sony Music Entertainment US Latin LLC	Marc Anthony	Cambio De Piel	727-217
168.	Sony Music Entertainment US Latin LLC	Marc Anthony	Vivir Mi Vida	727-217
169.	UMG Recordings, Inc.	Sam Hunt	Take your Time	763-130
170.	UMG Recordings, Inc.	Owl City	My Everything	769-042
171.	UMG Recordings, Inc.	Weezer	Back To The Shack	762-642
172.	UMG Recordings, Inc.	James Bay	Hold Back The River	766-215
173.	UMG Recordings, Inc.	10 Years	Shoot It Out	658-821
174.	UMG Recordings, Inc.	3 Doors Down	It's Not My Time	610-760
175.	UMG Recordings, Inc.	AFI	Medicate	703-778
176.	UMG Recordings, Inc.	American Authors	Believer	720-637
177.	UMG Recordings, Inc.	Babyface	I Hope That You're Okay	746-037
178.	UMG Recordings, Inc.	The Band Perry	Pioneer	718-182
179.	UMG Recordings, Inc.	Billy Currington	Let Me Down Easy	664-523
180.	UMG Recordings, Inc.	Bon Jovi	Because We Can	716-425
181.	UMG Recordings, Inc.	Christette Michele	I'm a Star	670-162
182.	UMG Recordings, Inc.	Colbie Caillat	I Do	674-233
183.	UMG Recordings, Inc.	Don Omar feat. Natti Natasha	Dutty Love	696-141
184.	UMG Recordings, Inc.	Fall Out Boy	I Don't Care	620-007
185.	UMG Recordings, Inc.	Florida Georgia Line	It'z Just What We Do	708-128
186.	UMG Recordings, Inc.	Frank Ocean	Thinkin Bout You	699-626
187.	UMG Recordings, Inc.	Gary Allan	Every Storm (Runs Out Of Rain)	711-926
188.	UMG Recordings, Inc.	Gavin Rossdale	Love Remains The Same	613-599
189.	UMG Recordings, Inc.	Hinder	Without You	619-215
190.	UMG Recordings, Inc.	India. Arie	Cocoa Butter	721-176
191.	UMG Recordings, Inc.	Jennifer Lopez	(What Is) Love?	676-979
192.	UMG Recordings, Inc.	Juanes	La Luz	736-863
193.	UMG Recordings, Inc.	Kacey Musgraves	Merry Go 'Round	711-865
194.	UMG Recordings, Inc.	Lady Gaga	Applause	729-225

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
195.	UMG Recordings, Inc.	Lady Gaga	Born This Way	671-815
196.	UMG Recordings, Inc.	Mary J. Blige	The One	636-307
197.	UMG Recordings, Inc.	Ne-Yo	Closer	612-632
198.	UMG Recordings, Inc.	Nelly	Just a Dream	662-586
199.	UMG Recordings, Inc.	Neon Trees	Animal	647-020
200.	UMG Recordings, Inc.	Neon Trees	Sleeping With A Friend	748-665
201.	UMG Recordings, Inc.	New Kids On The Block	Single	619-905
202.	UMG Recordings, Inc.	Nikki Yanofsky	Take The "A" Train	650-850
203.	UMG Recordings, Inc.	Nirvana	You Know You're Right	320-325
204.	UMG Recordings, Inc.	Owl City	Fireflies	628-227
205.	UMG Recordings, Inc.	Rick Ross feat. Drake	Aston Martin Music	656-701
206.	UMG Recordings, Inc.	Rise Against	Audience Of One	617-587
207.	UMG Recordings, Inc.	Saliva	Family Reunion	622-778
208.	UMG Recordings, Inc.	Shiny Toy Guns	Ghost Town	619-193
209.	UMG Recordings, Inc.	Skylar Grey feat. Eminem	C'mon Let Me Ride	715-320
210.	UMG Recordings, Inc.	Sugarland	Already Gone	614-064
211.	UMG Recordings, Inc.	The Bravery	Slow Poison	636-199
212.	UMG Recordings, Inc.	The Dream	Sweat It Out	628-545
213.	UMG Recordings, Inc.	Toni Braxton & Babyface	Roller Coaster	746-038
214.	UMG Recordings, Inc.	will.i.am	Scream & Shout	712-989
215.	UMG Recordings, Inc.	Zedd	Clarity	709-927
216.	UMG Recordings, Inc.	2 Chainz	Watch Out	770-658
217.	UMG Recordings, Inc.	Alessia Cara	Here	764-950
218.	UMG Recordings, Inc.	August Alsina	Hip Hop	764-632
219.	UMG Recordings, Inc.	Jeremih	Don't Tell 'Em	745-075
220.	UMG Recordings, Inc.	Jeremih	Planez	757-030
221.	UMG Recordings, Inc.	Lil Durk	500 Homicides	768-591
222.	UMG Recordings, Inc.	Logic	Under Pressure (Deluxe)	760-985
223.	UMG Recordings, Inc.	Ludacris	Call Ya Bluff (Explicit)	768-222

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
224.	UMG Recordings, Inc.	YG	Twist My Fingaz	770-185
225.	UMG Recordings, Inc.	Common feat. Big Sean	Diamonds	755-956
226.	UMG Recordings, Inc.	Jhene Aiko	Lyin King	758-150
227.	UMG Recordings, Inc.	Calibre 50	Contigo (Walmart Deluxe Edition)	753-505
228.	UMG Recordings, Inc.	Gwen Stefani	Baby Don't Lie	752-187
229.	UMG Recordings, Inc.	K Camp	Comfortable	767-416
230.	UMG Recordings, Inc.	Maroon 5	Animals	763-862
231.	UMG Recordings, Inc.	Rise Against	The Black Market	753-236
232.	UMG Recordings, Inc.	Selena Gomez	Good For You	768-302
233.	UMG Recordings, Inc.	Yelawolf	Till It's Gone	750-133
234.	UMG Recordings, Inc.	Zedd	I Want You To Know	759-731
235.	UMG Recordings, Inc.	Zedd feat. Troye Sivan	Papercut	768-812
236.	UMG Recordings, Inc.	BORNS	Electric Love	753-780
237.	UMG Recordings, Inc.	Maroon 5	unkiss me	763-864
238.	UMG Recordings, Inc.	American Authors	Go Big Or Go Home	765-493
239.	UMG Recordings, Inc.	Brandon Flowers	Can't Deny My Love	768-372
240.	UMG Recordings, Inc.	Fall Out Boy	Uma Thurman	766-286
241.	UMG Recordings, Inc.	Gaslight Anthem	Get Hurt (Best Buy Deluxe)	755-607
242.	UMG Recordings, Inc.	Mike Posner	I Took A Pill In Ibiza	768-540
243.	UMG Recordings, Inc.	Neon Trees	Songs I Can't Listen To	764-637
244.	UMG Recordings, Inc.	Shawn Mendes	Stitches	769-732
245.	UMG Recordings, Inc.	Timeflies	NSFW	759-530
246.	UMG Recordings, Inc.	Shawn Mendes	Life Of The Party	769-727
247.	UMG Recordings, Inc.	Chino & Nacho feat. Farruko	Me Voy Enamorando (Remix)	762-486
248.	UMG Recordings, Inc.	David Nail	Night's On Fire	770-024
249.	UMG Recordings, Inc.	Kip Moore	I'm To Blame	757-652
250.	UMG Recordings, Inc.	Chris Stapleton	Traveller	768-426
251.	UMG Recordings, Inc.	Easton Corbin	About To Get Real	770-356
252.	UMG Recordings, Inc.	Kacey Musgraves	Dime Store Cowgirl	769-033

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
253.	UMG Recordings, Inc.	Kacey Musgraves	Pageant Material	769-034
254.	UMG Recordings, Inc.	Kem	Promise To Love (Target Deluxe)	759-369
255.	UMG Recordings, Inc.	Ne-Yo	Non-Fiction (Target Deluxe)	766-424
256.	UMG Recordings, Inc.	Ariana Grande	My Everything (Target Deluxe)	757-296
257.	UMG Recordings, Inc.	Florida Georgia Line	Anything Goes (Target Deluxe)	760-515
258.	UMG Recordings, Inc.	James Bay	Let It Go EP	750-586
259.	UMG Recordings, Inc.	Mat Kearney	Just Kids (Target Version)	765-627
260.	UMG Recordings, Inc.	Sage The Gemini	Good Thing	765-498
261.	UMG Recordings, Inc.	Diana Krall	Don't Dream It's Over	766-058
262.	UMG Recordings, Inc.	Brandon Flowers	Swallow It	661-083
263.	UMG Recordings, Inc.	Carly Rae Jepsen	Call Me Maybe	696-123
264.	UMG Recordings, Inc.	Cold War Kids	Louder Than Ever	695-851
265.	UMG Recordings, Inc.	Far East Movement	Like A G6	658-290
266.	UMG Recordings, Inc.	Neon Trees	Sleeping With A Friend	737-412
267.	Warner Bros. Records Inc.	Bebe Rexha feat. Nicki Minaj	No Broken Hearts	App. No. 1-3978251246
268.	Warner Bros. Records Inc.	Jason Derulo	Get Ugly	774-211
269.	Warner Bros. Records Inc.	Jason Derulo	If It Ain't Love	775-353
270.	Warner Bros. Records Inc.	Jason Derulo	Want To Want Me	774-211
271.	Warner Bros. Records Inc.	Steve Jablonsky	Arrival To Earth	630-797
272.	Warner Bros. Records Inc.	Faith Hill	Cry	321-377
273.	Warner Bros. Records Inc.	Frankie Ballard	Tell Me You Get Lonely	694-426
274.	Warner Bros. Records Inc.	Gucci Mane & Waka Flocka Flame	Ferrari Boyz	693-090
275.	Warner Bros. Records Inc.	Idina Menzel	Defying Gravity	611-146
276.	Warner Bros. Records Inc.	Jason Derulo	Whatcha Say	685-175
277.	Warner Bros. Records Inc.	Linkin Park	New Divide	656-468
278.	Warner Bros. Records Inc.	Mike Jones	Back Then	614-461

	Plaintiff	Artist	Song Title	SR No. (or App. No. where indicated)
279.	Warner Bros. Records Inc.	Red Hot Chili Peppers	The Adventures of Rain Dance Maggie	693-084
280.	Warner Bros. Records Inc.	Tegan and Sara	Closer	719-499
281.	Warner Bros. Records Inc.	The Goo Goo Dolls	Better Days	610-395
282.	Warner Bros. Records Inc.	Wiz Khalifa	Say Yeah	644-167
283.	Warner Bros. Records Inc.	Fleetwood Mac	Little Lies	080-985
284.	Warner Bros. Records Inc.	Neil Young	Four Strong Winds	004-340
285.	Warner Bros. Records Inc.	Madonna	Like A Virgin	059-442
286.	Warner Music Latina Inc.	Alex Ubago	Dame Tu Aire	643-984
287.	Warner Music Latina Inc.	Alexander Acha	Te Amo	654-572
288.	Warner Music Latina Inc.	Benny Ibarra	Cielo	326-700
289.	Warner Music Latina Inc.	Caballo Dorado	No Rompas Mi Corazon	394-990
290.	Warner Music Latina Inc.	Casa De Leones	No Te Veo	611-678
291.	Warner Music Latina Inc.	Mana	Si No Te Hubieras Ido	654-577
292.	WEA International Inc.	Disturbed	The Sound Of Silence	775-134
293.	Zomba Recording LLC	A Tribe Called Quest	Get A Hold	218-032
294.	Zomba Recording LLC	Aaliyah	Age Ain't Nothing But A Number	293-843
295.	Zomba Recording LLC	Aaron Carter	I Want Candy	307-037
296.	Zomba Recording LLC	Backstreet Boys	All I Have To Give	260-873
297.	Zomba Recording LLC	Backstreet Boys	Quit Playing Games (With My Heart)	250-678
298.	Zomba Recording LLC	Britney Spears	Baby, One More Time	300-848
299.	Zomba Recording LLC	Justin Timberlake	Cry Me A River	356-704
300.	Zomba Recording LLC	NSYNC	Pop	302-433
301.	Zomba Recording LLC	Paradise Lost	One Second	250-659
302.	Zomba Recording LLC	R. Kelly	I Believe I Can Fly	231-941
303.	Zomba Recording LLC	R. Kelly	Bump N' Grind	288-094
304.	Zomba Recording LLC	Usher feat. Shyne, Kanye West, & Twista	Confessions Part II: Remix	359-122