

1 KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
LAWRENCE Y. ISER (SBN 094611)
2 liser@kwikalaw.com
SHAWN HOLLEY (SBN 136811)
3 sholley@kwikalaw.com
ALLEN SECRETOV (SBN 301655)
4 asecreto@kwikalaw.com
808 Wilshire Boulevard, 3rd Floor
5 Santa Monica, California 90401
Telephone: 310.566.9800
6 Facsimile: 310.566.9850

7 Attorneys for Defendants and Counterclaimants
Justin Raisen, Jeremiah Raisen, Justin “Yves”
8 Rothman, and Heavy Duty LLC

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 MELISSA JEFFERSON, professionally
known as LIZZO, an individual,

12 Plaintiff,

13 vs.

14 JUSTIN RAISEN, an individual,
15 JEREMIAH RAISEN, an individual,
HEAVY DUTY MUSIC PUBLISHING,
16 JUSTIN “YVES” ROTHMAN, an
individual, and DOES 1-10,

17 Defendants.

18 JUSTIN RAISEN, an individual,
19 JEREMIAH RAISEN, an individual,
HEAVY DUTY LLC (erroneously sued
as HEAVY DUTY MUSIC
20 PUBLISHING), and JUSTIN “YVES”
ROTHMAN, an individual,

21 Counterclaimants,

22 vs.

23 MELISSA JEFFERSON, professionally
24 known as LIZZO, an individual, ERIC
FREDERIC, an individual, JESSE ST.
25 JOHN GELLER, an individual,
STEVEN CHEUNG, an individual, and
26 ROES 1-10,

27 Counterdefendants.
28

Case No. 2:19-CV-09107-DMG-MAA

The Hon. Dolly M. Gee

**DEFENDANTS JUSTIN RAISEN,
JEREMIAH RAISEN, HEAVY
DUTY LLC, AND JUSTIN “YVES”
ROTHMAN’S ANSWER AND
COUNTERCLAIMS**

DEMAND FOR JURY TRIAL

Courtroom: 8C

Action Filed: October 23, 2019
Trial Date: None Set

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, Defendants
2 Justin Raisen, Jeremiah Raisen (collectively, “the Raisens”), Justin “Yves”
3 Rothman, and Heavy Duty LLC¹ (collectively, “Defendants” or “Counterclaimants”)
4 answer the Complaint of Plaintiff Melissa Jefferson p/k/a Lizzo (“Plaintiff” or
5 “Lizzo”). If an averment is not specifically admitted, it is hereby denied.

6 **ANSWER TO COMPLAINT**

7 1. Answering Paragraph 1, Defendants admit that Lizzo is a recording
8 artist and songwriter, that Lizzo attained breakthrough commercial success in 2019,
9 that “Truth Hurts” was first released in 2017 and hit Number One on the *Billboard*
10 charts in September 2019, and that Lizzo is seeking a judicial declaration regarding
11 the authorship of “Truth Hurts.” Except as expressly admitted herein, Defendants
12 deny each and every allegation contained therein.

13 2. Answering Paragraph 2, Defendants admit that the Raisens are
14 asserting claims to a percentage of “Truth Hurts.” Except as expressly admitted
15 herein, Defendants deny each and every allegation contained therein.

16 3. Answering Paragraph 3, Defendants admit that Rothman is asserting a
17 claim to a percentage of “Truth Hurts.” Except as expressly admitted herein,
18 Defendants deny each and every allegation contained therein.

19 4. Answering Paragraph 4, Defendants deny each and every allegation
20 contained therein.

21 5. Answering Paragraph 5, Defendants admit Lizzo is a singer,
22 songwriter, and rapper, and that she received breakthrough commercial success in
23 2019. Defendants lack knowledge and information sufficient to form a belief as to
24 the truth of the remaining allegations of Paragraph 5, and therefore deny the
25 allegations on that basis.

26

27 ¹ Lizzo’s Complaint erroneously sued Heavy Duty LLC as Heavy Duty Music
28 Publishing.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 6. Answering Paragraph 6, Defendants admit the allegations contained
2 therein.

3 7. Answering Paragraph 7, Defendants admit the allegations contained
4 therein.

5 8. Answering Paragraph 8, Defendants admit that the Raisens do business
6 with an entity known as Heavy Duty LLC, which Lizzo’s Complaint erroneously
7 sued as Heavy Duty Music Publishing. Except as expressly admitted herein,
8 Defendants deny each and every allegation contained therein.

9 9. Answering Paragraph 9, Defendants admit the allegations contained
10 therein.

11 10. Answering Paragraph 10, Defendants lack sufficient knowledge or
12 information to form a belief concerning the truth of the factual allegations contained
13 therein and on that basis deny such allegations. Paragraph 10 further contains legal
14 conclusions and argument as to which no response is required.

15 11. Answering Paragraph 11, this Paragraph states a legal conclusion as to
16 which no response is required. To the extent a response is required, however,
17 Defendants admit the allegations contained therein.

18 12. Answering Paragraph 12, this Paragraph states a legal conclusion as to
19 which no response is required. To the extent a response is required, however,
20 Defendants admit the allegations contained therein.

21 13. Answering Paragraph 13, this Paragraph states a legal conclusion as to
22 which no response is required. To the extent a response is required, however,
23 Defendants admit the allegations contained therein.

24 14. Answering Paragraph 14, Defendants admit they are aware that a song
25 called “Truth Hurts” by Lizzo was commercially released. Defendants lack
26 knowledge and information sufficient to form a belief as to the truth of the
27 remaining allegations of Paragraph 14, and therefore deny the allegations on that
28 basis.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 15. Answering Paragraph 15, Defendants deny each and every allegation
2 contained therein.

3 16. Answering Paragraph 16, Defendants admit that the Raisens and
4 Rothman are joint authors of “Truth Hurts,” and have claimed so at all times,
5 including after its release. Except as expressly admitted herein, Defendants deny
6 each and every allegation contained therein.

7 17. Answering Paragraph 17, Defendants deny each and every allegation
8 contained therein.

9 18. Answering Paragraph 18, Defendants admit that the Raisens co-own
10 “Truth Hurts” based on numerous legal and factual reasons, including, but not
11 limited to, the fact that the song includes a lyric coupled with a melody contained in
12 an unreleased song which Lizzo created with Defendants at Justin Raisen’s Los
13 Angeles studio in April 2017. Except as expressly admitted herein, Defendants deny
14 each and every allegation contained therein.

15 19. Answering Paragraph 19, Defendants deny each and every allegation
16 contained therein.

17 20. Answering Paragraph 20, Defendants admit that the source of the line
18 “I just took a DNA test, turns out I’m 100% that bitch” is a tweet that became an
19 internet meme. Except as expressly admitted herein, Defendants deny each and
20 every allegation contained therein.

21 21. Answering Paragraph 21, Defendants admit that each of the Raisens
22 own rights to 10% of “Truth Hurts” and to a corresponding share of the song’s
23 profits. Except as expressly admitted herein, Defendants deny each and every
24 allegation contained therein.

25 22. Answering Paragraph 22, Defendants admit that Lizzo rejected the
26 Raisens’ ownership in, and rights and claims to, “Truth Hurts” and its profits on a
27 telephone call with Justin Raisen. Except as expressly admitted herein, Defendants
28 deny each and every allegation contained therein.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 23. Answering Paragraph 23, Defendants deny each and every allegation
2 contained therein.

3 24. Answering Paragraph 24, Defendants lack knowledge and information
4 sufficient to form a belief as to the truth of the allegations of Paragraph 24, and
5 therefore deny the allegations on that basis.

6 25. Answering Paragraph 25, Defendants lack knowledge and information
7 sufficient to form a belief as to the truth of the allegations of Paragraph 25, and
8 therefore deny the allegations on that basis.

9 26. Answering Paragraph 26, Defendants lack knowledge and information
10 sufficient to form a belief as to the truth of the allegations of Paragraph 26, and
11 therefore deny the allegations on that basis.

12 27. Answering Paragraph 27, Defendants lack knowledge and information
13 sufficient to form a belief as to the truth of the allegations of Paragraph 27, and
14 therefore deny the allegations on that basis.

15 28. Answering Paragraph 28, Defendants lack sufficient knowledge or
16 information to form a belief concerning the truth of the factual allegations contained
17 therein and on that basis deny such allegations. Paragraph 28 further contains legal
18 conclusions and argument as to which no response is required.

19 29. Answering Paragraph 29, Defendants lack sufficient knowledge or
20 information to form a belief concerning the truth of the factual allegations contained
21 therein and on that basis deny such allegations. Paragraph 29 further contains legal
22 conclusions and argument as to which no response is required.

23 30. Answering Paragraph 30, Defendants admit that “Truth Hurts”
24 appeared on the *Billboard* Hot 100 Chart. Defendants lack sufficient knowledge or
25 information to form a belief concerning the truth of the factual allegations contained
26 therein and on that basis deny such allegations.

27 31. Answering Paragraph 31, Defendants admit the allegations contained
28 therein.

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808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 32. Answering Paragraph 32, Defendants admit that as of September 4,
2 2019, the Raisens own a 20% ownership share of “Truth Hurts.” Except as expressly
3 admitted herein, Defendants deny each and every allegation contained therein.

4 33. Answering Paragraph 33, Defendants admit that they made posts on
5 social media about their joint authorship of “Truth Hurts.” Except as expressly
6 admitted herein, Defendants deny each and every allegation contained therein.

7 34. Answering Paragraph 34, Defendants admit that Rothman participated
8 in the April 2017 songwriting and recording session. Except as expressly admitted
9 herein, Defendants deny each and every allegation contained therein.

10 35. Answering Paragraph 35, Defendants admit that Rothman learned of
11 the Raisens’ claims to “Truth Hurts.” Except as expressly admitted herein,
12 Defendants deny each and every allegation contained therein.

13 36. Answering Paragraph 36, Defendants admit that Rothman has partial
14 ownership in, and lodged meritorious claims to, “Truth Hurts.” Except as expressly
15 admitted herein, Defendants deny each and every allegation contained therein.

16 37. Answering Paragraph 37, Defendants admit that on October 14, 2019,
17 Rothman made a formal demand claiming that he was one of the writers of
18 “Healthy,” that “Truth Hurts” infringes his copyright to “Healthy,” and demanded
19 five percent of “Truth Hurts” in exchange for relinquishing his claims. Except as
20 expressly admitted herein, Defendants deny each and every allegation contained
21 therein.

22 38. Answering Paragraph 38, Defendants lack sufficient knowledge or
23 information to form a belief concerning the truth of the factual allegations contained
24 therein and on that basis deny such allegations. Paragraph 38 further contains legal
25 conclusions and argument as to which no response is required.

26 39. Defendants incorporate by reference their responses in each of the
27 preceding paragraphs as if fully set forth herein.
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FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

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3 1. As a separate and first affirmative defense to the Complaint, and to the
4 purported causes of action set forth therein, Defendants allege that the Complaint
5 fails to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

(Duress)

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8 2. As a separate and second affirmative defense to the Complaint and each
9 purported cause of action contained therein, Defendants were subject to duress,
10 menace, fraud, or undue influence by Plaintiff’s wrongful threats, and as a result,
11 Plaintiff cannot recover in this matter, or their recovery must be limited.

THIRD AFFIRMATIVE DEFENSE

(Apportionment of Fault)

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14 3. As a separate and third affirmative defense to the Complaint and each
15 purported cause of action contained therein, Defendants allege that Plaintiff’s
16 damages, if any, were caused by the negligence and/or acts or omissions of parties
17 other than the Defendants, whether or not parties to this action. By reason thereof,
18 Plaintiff’s damages, if any, as against the Defendants, must be reduced by the
19 proportion of fault attributable to such other parties, and to the extent that this is
20 necessary, Defendants may be entitled to partial indemnity from others on a
21 comparative fault basis.

FOURTH AFFIRMATIVE DEFENSE

(Attorneys’ Fees Barred)

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24 4. As a separate and fourth affirmative defense to the Complaint and each
25 purported cause of action contained therein, Defendants allege that Plaintiff’s claim
26 for attorneys’ fees is barred by the provisions of California Code of Civil Procedure
27 § 1021.
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KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

FIFTH AFFIRMATIVE DEFENSE

(Comparative Fault)

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3 5. As a separate and fifth affirmative defense to the Complaint and each
4 purported cause of action contained therein, Defendants allege that Plaintiff’s
5 damages, if any, were caused by the primary negligence and/or acquiescence in the
6 acts and omissions alleged in the Complaint by the Plaintiff, and Plaintiff’s agents,
7 employees, representatives, relatives, heirs, assigns, attorneys, and/or any others
8 acting on Plaintiff’s behalf. By reason thereof, Plaintiff is not entitled to damages or
9 any other relief whatsoever as against Defendants.

SIXTH AFFIRMATIVE DEFENSE

(Consent)

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12 6. As a separate and sixth affirmative defense to the Complaint and each
13 purported cause of action contained therein, Defendants allege that Plaintiff is
14 barred from prosecuting the purported causes of action set forth in the Complaint
15 because Plaintiff, and/or the persons and/or entities acting on her behalf, consented
16 to and acquiesced in the subject conduct.

SEVENTH AFFIRMATIVE DEFENSE

(Failure of Condition)

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19 7. As a separate and seventh affirmative defense to the Complaint and
20 each purported cause of action contained therein, Defendants allege that by virtue of
21 the acts of the Plaintiff, and/or the persons and/or entities acting on her behalf,
22 Plaintiff is barred from prosecuting the purported causes of action set forth in the
23 Complaint because of a failure of the Plaintiff, and/or the persons and/or entities
24 acting on her behalf, to perform all or any conditions, whether precedent, concurrent
25 and/or subsequent, covenants, and/or promises on their part to be performed as
26 between the parties herein.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

8. As a separate and eighth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff’s claims, if any, are barred for her failure, and/or the failure of the persons and/or entities acting on her behalf, to mitigate any purported damages.

NINTH AFFIRMATIVE DEFENSE

(Fraud)

9. As a ninth separate and affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that negligent and/or intentional misrepresentations were made by Plaintiff, and/or the persons and/or entities acting on her behalf, to Defendants such that Defendants were induced to enter into an agreement with Plaintiff, which Defendants would not have done absent such misrepresentations.

TENTH AFFIRMATIVE DEFENSE

(Intervening and Superseding Cause)

10. As a separate and tenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that if Plaintiff suffered or sustained any loss, damage or injury as alleged in the Complaint, such loss, damage or injury was legally caused or contributed to by the negligence or wrongful conduct of other parties, persons or entities, and that their negligence or wrongful conduct was an intervening and superseding cause of the loss, damage or injury of which Plaintiff complains.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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ELEVENTH AFFIRMATIVE DEFENSE

(Justification/Excuse)

11. As a separate and eleventh affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff, and/or the persons and/or entities acting on her behalf, Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint because the acts and/or omissions alleged in the Complaint were justified and/or excused.

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

12. As a separate and twelfth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred in whole or in part from prosecuting the purported causes of action set forth in the Complaint by the doctrine of laches.

THIRTEENTH AFFIRMATIVE DEFENSE

(Mistake or Inadvertence)

13. As a thirteenth separate and affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred from recovering on the claims in its Complaint on the grounds of mistake or inadvertence.

FOURTEENTH AFFIRMATIVE DEFENSE

(No Injury or Damage)

14. As a separate and fourteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff has not been injured or damaged as a proximate result of any act or omission for which Defendants are responsible.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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FIFTEENTH AFFIRMATIVE DEFENSE

(Offset)

15. As a separate and fifteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff and/or the persons and/or the entities acting on Plaintiff’s behalf, the Defendants have been damaged in an amount equal to or greater than the amount of damages, if any, to which Plaintiff might be entitled. As a result, the Defendants are entitled to an offset against any sums found owing to the Defendants from Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

(Ongoing Investigation)

16. As a separate and sixteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that they have not yet completed a thorough investigation or study or completed the discovery of all the facts and circumstances of the subject matter of the Complaint and, accordingly, reserve the right to amend, modify, revise or supplement their answer and to plead such other defenses and take such other further actions as they may deem proper and necessary in their defense upon completion of said investigation and/or study.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Proximate Cause – Plaintiff)

17. As a separate and seventeenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the injuries and damages alleged in the Complaint by Plaintiff occurred, were proximately caused by and/or were contributed to by Plaintiff’s own acts or failures to act and that Plaintiff’s recovery, if any, should be reduced by an amount proportionate to the amount by which said acts caused or contributed to said alleged injury or damages.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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EIGHTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

18. As a separate and eighteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred in whole or in part from prosecuting the purported causes of action set forth in the Complaint by the doctrine of unclean hands.

NINETEENTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

19. As a separate and nineteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff, through her own acts or omissions, has waived any right which she may have had to recover, and/or is estopped from recovering, any relief sought against Defendants.

TWENTIETH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

20. Defendants have insufficient knowledge or information upon which to form a belief as to whether they may have additional yet unstated affirmative defenses. Defendants give notice that they intend to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserve their right to amend this Answer and to assert any such additional defenses.

WHEREFORE, Defendants pray for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;
2. That Plaintiff take nothing by reason of this Complaint and that judgment be entered against Plaintiff and in favor of Defendants;
3. That Defendants be awarded their attorneys’ fees and costs incurred in defending this action;
4. That Defendants be granted such other and further relief as the Court may deem just and proper.

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COUNTERCLAIMS

Defendants and Counterclaimants Justin Raisen, Jeremiah Raisen, Justin “Yves” Rothman, and Heavy Duty LLC (collectively, “Counterclaimants”) hereby counterclaim against Plaintiff and Counterclaim Defendants Melissa Jefferson p/k/a Lizzo (“Lizzo”), Eric Frederic p/k/a Ricky Reed (“Ricky Reed”), Jesse St. John Geller (“Saint John”), Steven Cheung p/k/a Tele (“Tele”), and ROES 1-10 (collectively, “Counterdefendants”) as follows:

INTRODUCTION

This case concerns Lizzo’s bad faith, unprincipled attempt to deny songwriting and producer credits and royalties to Counterclaimants Justin Raisen, Jeremiah Raisen, and Yves Rothman on the hit song “Truth Hurts” (sometimes referred to herein as the “Song”). The Song, originally released on September 19, 2017, became a viral hit in 2019 after gaining popularity on the TikTok video-sharing app and being featured in the 2019 Netflix film *Someone Great*. The Song was included as a bonus track on the “Deluxe” version of Lizzo’s album *Cuz I Love You* and reached Number One on *Billboard’s* Hot 100 list, becoming Lizzo’s first song to do so, and where it stayed for six consecutive weeks. The Song has achieved more than 518 million streams on Spotify alone, and its music video has amassed more than 186 million views on YouTube, leading to three Grammy Award nominations, including Record of the Year and Song of the Year. Ironically, “Truth Hurts” won Lizzo the Grammy Award for Best Pop Solo Performance. As alleged herein, the Song was anything but Lizzo’s “solo performance,” and Lizzo would never have collected her Grammy Award but for the songwriting and producing contributions of Counterclaimants.

THE PARTIES

1. Justin Raisen (“Justin”) is a producer, songwriter, and musician. Justin is a resident of Los Angeles County, California.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 part of the same case or controversy as Lizzo’s federal claim for relief under 28
2 U.S.C. § 2201, *et seq.* and under 17 U.S.C. §§ 101, *et seq.*

3 12. This Court also subject matter jurisdiction over the counterclaims
4 herein pursuant to 28 U.S.C. §§ 1331 and 1338 and the Declaratory Judgment Act,
5 18 U.S.C. § 2201.

6 13. This Court has personal jurisdiction over Counterdefendants because
7 Counterdefendants are domiciled in California.

8 14. Venue in this District is proper under 28 U.S.C. § 1391(b)(1) and (2)
9 and pursuant to 28 U.S.C. § 1400(a), because Counterdefendants and their agents
10 reside in, or may be found in, this District.

11 **ALLEGATIONS COMMON TO ALL CLAIMS**

12 **The Lead Up to “Healthy”**

13 15. Justin Raisen is a highly sought-after record producer and songwriter,
14 who often provides these services to musical artists out of his Los Angeles home
15 recording studio.

16 16. In 2016, Justin was approached several times about working with the
17 then-up-and-coming artist Lizzo, who was signed to her music producer Ricky
18 Reeds’ (“Reed”) Nice Life Recording Company (“Nice Life”).

19 17. In or around January 2017, Justin and Lizzo spoke on the phone and
20 agreed that Lizzo would come to Justin’s studio for a writing and recording session
21 with Justin and his brother and fellow producer and songwriter, Jeremiah.

22 18. Justin’s wife and co-manager, Ashlee Gardner (“Ashlee”), handled the
23 logistics of the session. When Bradley Haering (“Haering”) of Nice Life asked that
24 “another topliner” songwriter and producer be added to the session’s roster at
25 Lizzo’s request, Ashlee added Yves Rothman. Later, songwriter Jesse Saint John
26 (“Saint John”) was also added.

27 19. The purpose and intent of the session was for Lizzo, the Raisens, Yves,
28 and Saint John to collaborate in creating new songs featuring Lizzo.

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 808 WILSHIRE BOULEVARD, 3RD FLOOR
 SANTA MONICA, CALIFORNIA 90401
 TEL 310.566.9800 • FAX 310.566.9850

1 of Justin, Jeremiah, Yves, Saint John, and Lizzo, the original “magnetic move”
 2 instrumental was altered by Justin and Yves to fit the structure, melody, and cadence
 3 of the developing song. Specifically, Justin was responsible for the overall creation
 4 and production of the music, and Rothman contributed heavily to the drum
 5 grooves/programming and melodic keyboard/synth parts of “Healthy.”

6 24. The second verse of “Healthy” included the “100%” lyric, and in
 7 completed form read: “I just did a DNA test turns out I’m a hundred percent that
 8 bitch, even when I’m holistic / gotta keep it realistic / I could be, guest-listed / but
 9 I’d rather be home, get rest, not twisted.”

10 25. At the end of the five-hour session, Justin, Jeremiah, Yves, Saint John,
 11 and Lizzo had each contributed inseparable and interdependent non-trivial amounts
 12 of creative, original, and intellectual expression to create “Healthy” and a second
 13 song “Gorgeous,” with the intent that their creative contributions be combined.

14 26. Regarding “Healthy,” Lizzo told Justin Raisen during the recording
 15 session that “me and Ricky [Reed] have been trying to do something like this for a
 16 while.”

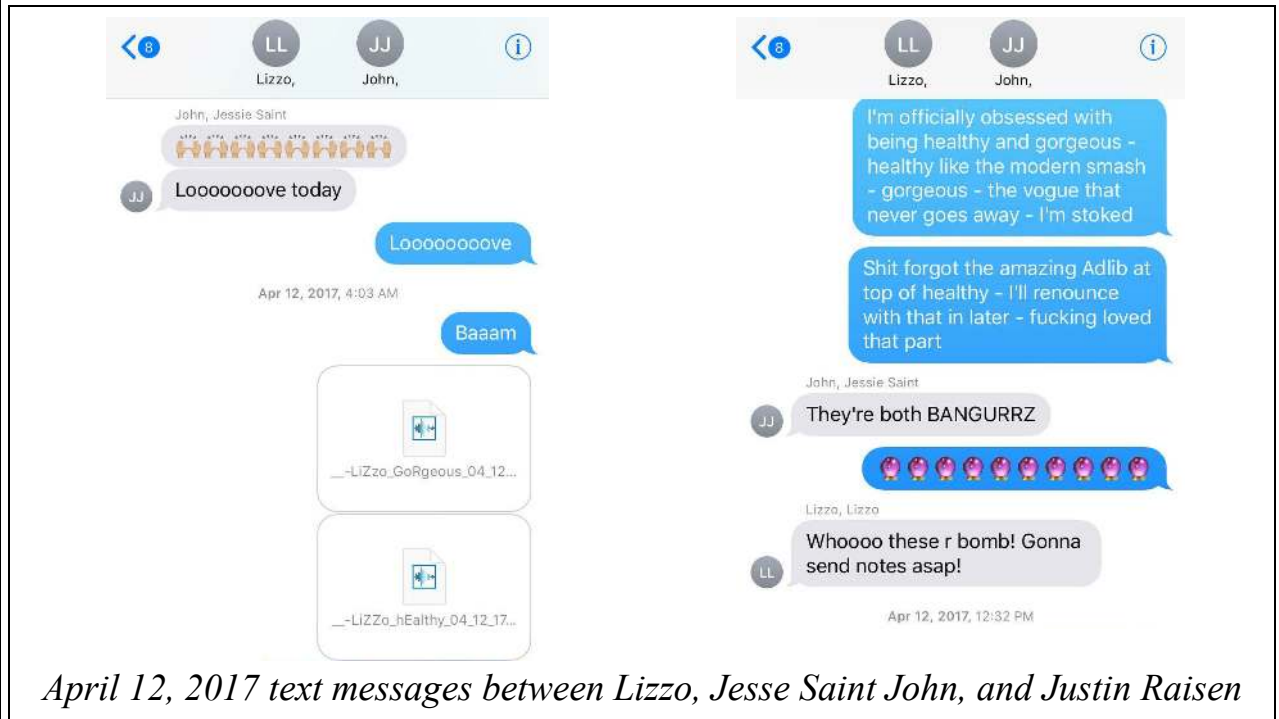


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26 *Lizzo, Jesse Saint John, Justin Raisen,*
27 *and Yves Rothman at April 11, 2017*
28 *session*



Jesse Saint John, Lizzo, Ashlee
Gardner, and Yves Rothman at April 11,
2017 session

1 27. Justin stayed up all night and into the early morning of the following
2 day cleaning up the tracks and, on April 12, 2017, Justin and Ashlee sent recordings
3 of “Healthy” and “Gorgeous” to the group, including Lizzo, Saint John, and Brad
4 Haering of Nice Life. Everyone **loved** “Healthy”:



April 12, 2017 text messages between Lizzo, Jesse Saint John, and Justin Raisen

17
18 On Apr 12, 2017, at 8:01 AM, Bradley Haering [REDACTED] wrote:
19
20 oh wow i really dig healthy! gonna catch up with lizzo today or tomorrow morning and ill come
21 back!
22 glad it went so well. thanks for helping me set it up!
23 -- Bradley Haering // Nice Life Recording Company
24
25 *April 12, 2017 email from Bradley Haering to Ashlee Gardner*

26 28. After closely listening to “Healthy,” Lizzo’s producer Reed suggested
27 changing some of the lyrics to the chorus. To that end, Reed asked Haering to
28 schedule a time for Lizzo to return to Justin’s studio and asked if Justin was open to
the idea of changing the lyrics. Haering carried out Reed’s request:

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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From: **Bradley Haering** [REDACTED]
Date: Thu, Apr 13, 2017 at 5:08 PM
Subject: Re: Lizzo session
To: Ashlee Gardner [REDACTED]

Ok, idea!

In "Healthy", flipping "sexy" and "healthy" in the hook. So that's it's "But I'm healthy, best believe, now that's sexy to me" and "if you're healthy, and you're free, then you're sexy to me."

Let me know what Justin thinks? Maybe we can find an hour or so for Lizzo to come over to re-cut?

April 13, 2017 email between Bradley Haering and Ashlee Gardner

29. The second session took place on April 17, 2017, at Justin's home studio, attended by Justin, Jeremiah, Lizzo, and Lizzo's sister. Justin sent a revised version of "Healthy" to Saint John and Lizzo, who, on information and belief, subsequently shared it with Haering and Reed.

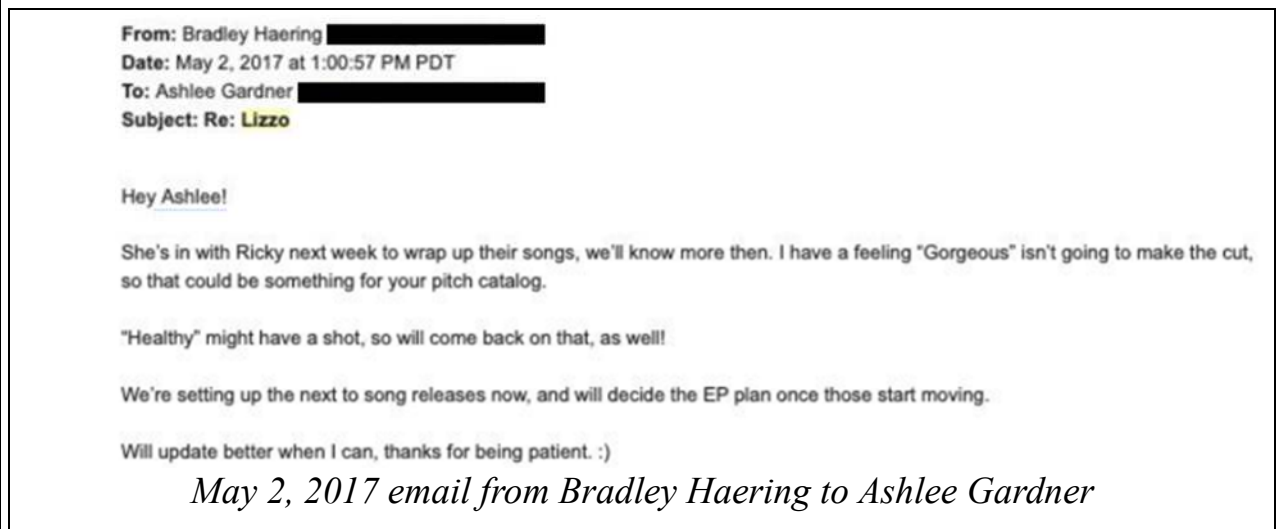


April 17, 2017 session at Justin Raisen's home studio

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 TEL 310.566.9800 • FAX 310.566.9850

**Lizzo and Reed Copy Significant Expression From “Healthy”
 to Make “Truth Hurts”**

30. Following the April 11 and 17, 2017 songwriting and recording sessions, the Raisens communicated with Lizzo’s management about “Healthy” and “Gorgeous” being included on Lizzo’s upcoming EP. On May 2, 2017, Ashlee reached out to Haering for an update, writing that the “[s]ongs are great, people who are hearing them are really liking. Does she want them?” Haering of Nice Life responded that “Healthy” still had “a shot” of making the EP:

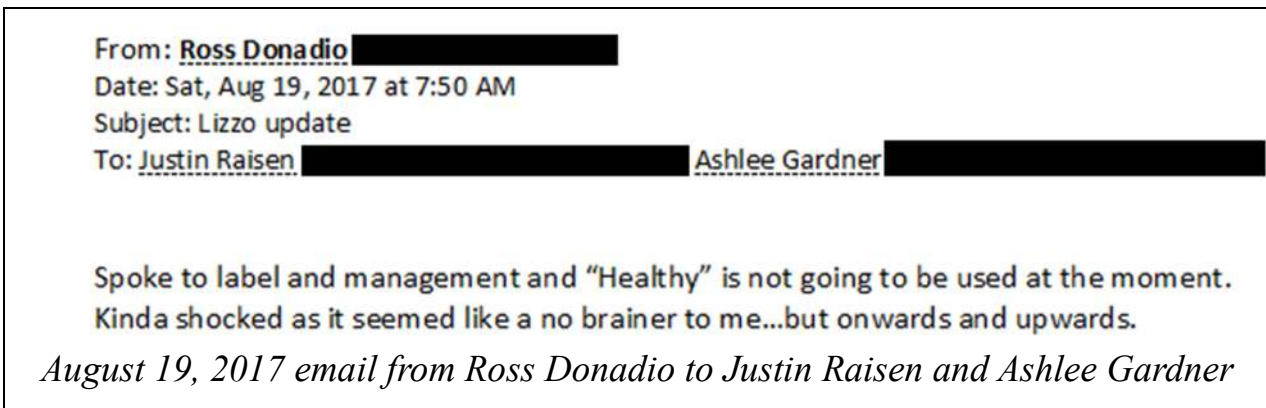


31. Notwithstanding Haering’s email, the Counterclaimants did not hear from Lizzo’s team again about “Healthy” until August 2017.

32. On information and belief, in or about June 2017, Lizzo and Reed copied substantial, significant original creative expression from “Healthy” to create “Truth Hurts.” On February 9, 2018, Lizzo tweeted that “Truth Hurts was written in June fyi—someone made a meme on IG that said, ‘I’m 100% that bitch’ and we were inspired.” Lizzo’s tweet was flat-out false. In reality, Lizzo was first shown the “100%” meme at the April 11, 2017 session with Counterclaimants, where they incorporated the “100%” line into “Healthy.”

33. On August 17, 2017, Counterclaimants again reached out to Lizzo’s team to ask about the status of “Healthy.” The Raisens’ co-manager, Ross Donadio

1 (“Ross”), was told that were no plans to release “Healthy,” and conveyed this to
2 Counterclaimants:



10 34. One month later, on September 19, 2017, Lizzo released “Truth Hurts,”
 11 crediting herself, Reed, Tele, and Saint John as writers, and Reed and Tele as
 12 producers, but not crediting Counterclaimants at all. On information and belief,
 13 Saint John’s only participation in the creation of “Truth Hurts” was at the April 11,
 14 2017 songwriting and recording session during which he collaborated with
 15 Counterclaimants and Lizzo.

16 35. Nevertheless, Lizzo tweeted thanks to Saint John “for inspiring v1 from
 17 a whole otha song we wrote! I JUST TOOK A DNA TEST // IM 100% DAT BITCH
 18 is the best gift ever”:



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 808 WILSHIRE BOULEVARD, 3RD FLOOR
 SANTA MONICA, CALIFORNIA 90401
 TEL 310.566.9800 • FAX 310.566.9850

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

1 36. On information and belief, the “whole otha song” Lizzo referenced in
2 her Tweet is “Healthy.”

3 **The Raisens Assert Claims to “Truth Hurts”**

4 37. After the September 19, 2017 release of “Truth Hurts,” Justin Raisen
5 received congratulations from people who had heard “Healthy” and thought that
6 “Truth Hurts” was the final product from that song. Justin listened to “Truth Hurts”
7 and was struck by the substantial similarities between it and “Healthy.” He sent his
8 co-manager Ross an email listing some of the similarities and evidence that “Truth
9 Hurts” was derived and copied from “Healthy.” On September 28, 2017, Ross
10 reached out to Lizzo’s management and label about the Raisens’ lack of credit on
11 “Truth Hurts”:

12 To: [Bradley Haering](#) [REDACTED]
 13 Cc: [Rosie Sherman](#) [REDACTED] [Cori Ershowsky](#) [REDACTED] [Alana Balden](#) [REDACTED]
 14 From: [Ross Donadio](#)
 15 Sent: Fri 9/29/2017 9:44:26 PM
 16 Importance: Normal
 17 Subject: Re: Lizzo "Healthy"

18 Hi [Brad](#)! Thanks for the intro.
 19 Yes it's the line and also some of the chord progressions, melody in the verse part, and rhythmic cadence
 20 from ³Healthy² demo.
 21 Justin also mentioned Jesse Saint John was credited as a writer on this. Why were Justin and Jeremiah not?

22 Hi [Alana](#) - Great to be in touch!

23 Best regards,
 24 [Ross](#)

25 From: [Bradley Haering](#) [REDACTED]
 26 Date: Thursday, September 28, 2017 at 1:32 PM
 27 To: [Ross Donadio](#) [REDACTED]
 28 Cc: [Rosie Sherman](#) [REDACTED] [Cori Ershowsky](#) [REDACTED] [Alana Balden](#) [REDACTED]
 Subject: Re: Lizzo "Healthy"

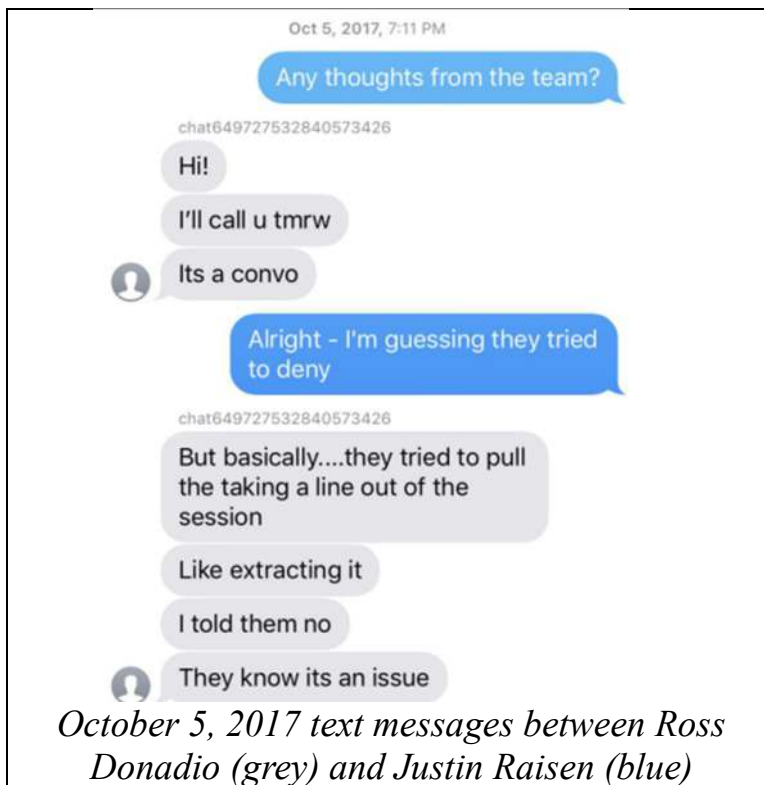
Hey [Ross](#),
 Looping in [Alana](#) from Lizzo's management to help out here.

I believe it's only the ³I just took a DNA test turns out I'm 100% that bitch² line, correct?

<[Bradley Haering](#) // [Nice Life Recording Company](#)>

*September 28 and 29, 2017 emails between Ross Donadio, Bradley Haering,
 Rosie Sherman, Cori Ershowsky, and Alana Balden*

1 38. Lizzo’s team ignored Ross until he sent a follow-up email on October
2 3, 2017. On October 5, 2017, Ross spoke with Alana Balden, Brandon Creed, and
3 Kevin Beisler from Lizzo’s team and then sent them Justin’s notes regarding the
4 similarities between the songs. Ross summarized the call to Justin as follows:



18 39. In October 2017, the Raisens’ team registered Justin and Jeremiah as
19 co-writers on “Truth Hurts” with ASCAP.

20 40. For months thereafter, Ross tried to peacefully resolve the
21 authorship/credit/royalty issue with Lizzo’s team. However, Lizzo’s representatives
22 refused to acknowledge the Raisens’ participation, forcing the Raisens’ music
23 publisher, Heavy Duty, to officially put “Truth Hurts” in dispute on January 22,
24 2018, thereby allowing ASCAP to hold royalties attributable to the Raisens’ disputed
25 portion of “Truth Hurts” for as long as ASCAP deemed appropriate.

26 41. For the next year, the Raisens’ representatives continued to try to reach
27 an agreement with Lizzo’s team regarding the claims, but were shut out or ignored.
28

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1 42. In March 2019, Lizzo reached out to Justin, asking to speak with him.
2 On March 26, 2019, Lizzo and Justin spoke on the phone.

3 43. During the March 26, 2019 phone call, Lizzo admitted to Justin that
4 elements of “Truth Hurts” never would have been created without “Healthy,” and
5 admitted that Reed suggested to her that they take elements from “Healthy” for
6 “Truth Hurts,” including the “100%” lyric and melody.

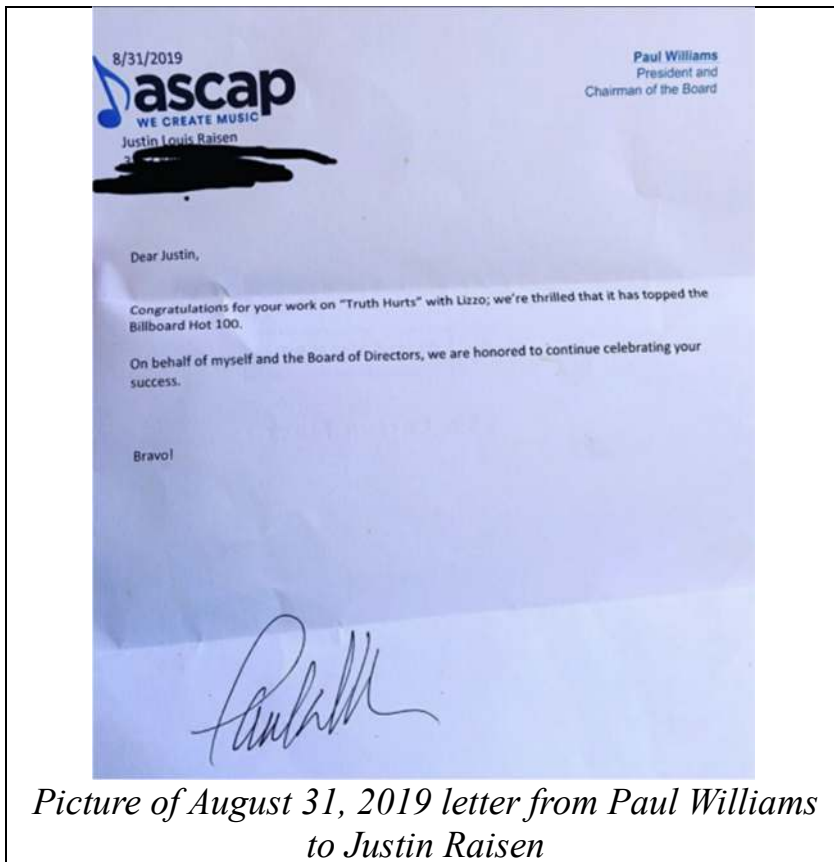
7 44. However, Lizzo also told Justin that she did not want to share any
8 percentage of “Truth Hurts” with the Raisens. In fact, Lizzo used the call as an
9 opportunity to intimidate Justin into stalling his efforts to pursue the Raisens’
10 claims. Lizzo warned Justin to be wary of continuing to seek a percentage of “Truth
11 Hurts,” because, “you know...I’m not trying to have problems with you if you know
12 what I’m saying...like I could be in a room with someone tomorrow that knows
13 you...you know what I’m saying?”

14 45. On information and belief, Lizzo reached out to Justin after she had
15 already entered into license agreements for the use of “Truth Hurts” in the upcoming
16 Netflix film *Someone Great*, which would be released on April 19, 2019, less than a
17 month after their phone call. Lizzo also knew at the time of the call that “Truth
18 Hurts” would be included on the “Deluxe” version of her album *Cuz I love You*,
19 which would be released on May 3, 2019. Lizzo failed to disclose either the film
20 license or the upcoming Deluxe album to Justin during the call. The March 26, 2019
21 call between Lizzo and Justin did not resolve their dispute, and they have not spoken
22 since.

23 46. In August 2019, Heavy Duty obtained a musicology report comparing
24 “Healthy” and “Truth Hurts” which concluded that the “duplication of these
25 distinctive elements in *Truth* makes it difficult to argue that these similarities are the
26 result of coincidence or that *Truth* was independently created and did not copy these
27 elements from *Healthy*. After considering all of these similarities it is readily
28 apparent that *Truth* contains some strikingly similar lyric and musical elements to

1 those in *Healthy*. Therefore, one may conclude that *Truth Hurts* would not exist in
2 its present form without the existence of and the borrowing from *Healthy*.”

3 47. On August 31, 2019, Justin and Jeremiah Raisen received personal
4 letters from Paul Williams, President and Chairman of the Board of ASCAP,
5 congratulating them on their work on “Truth Hurts”:

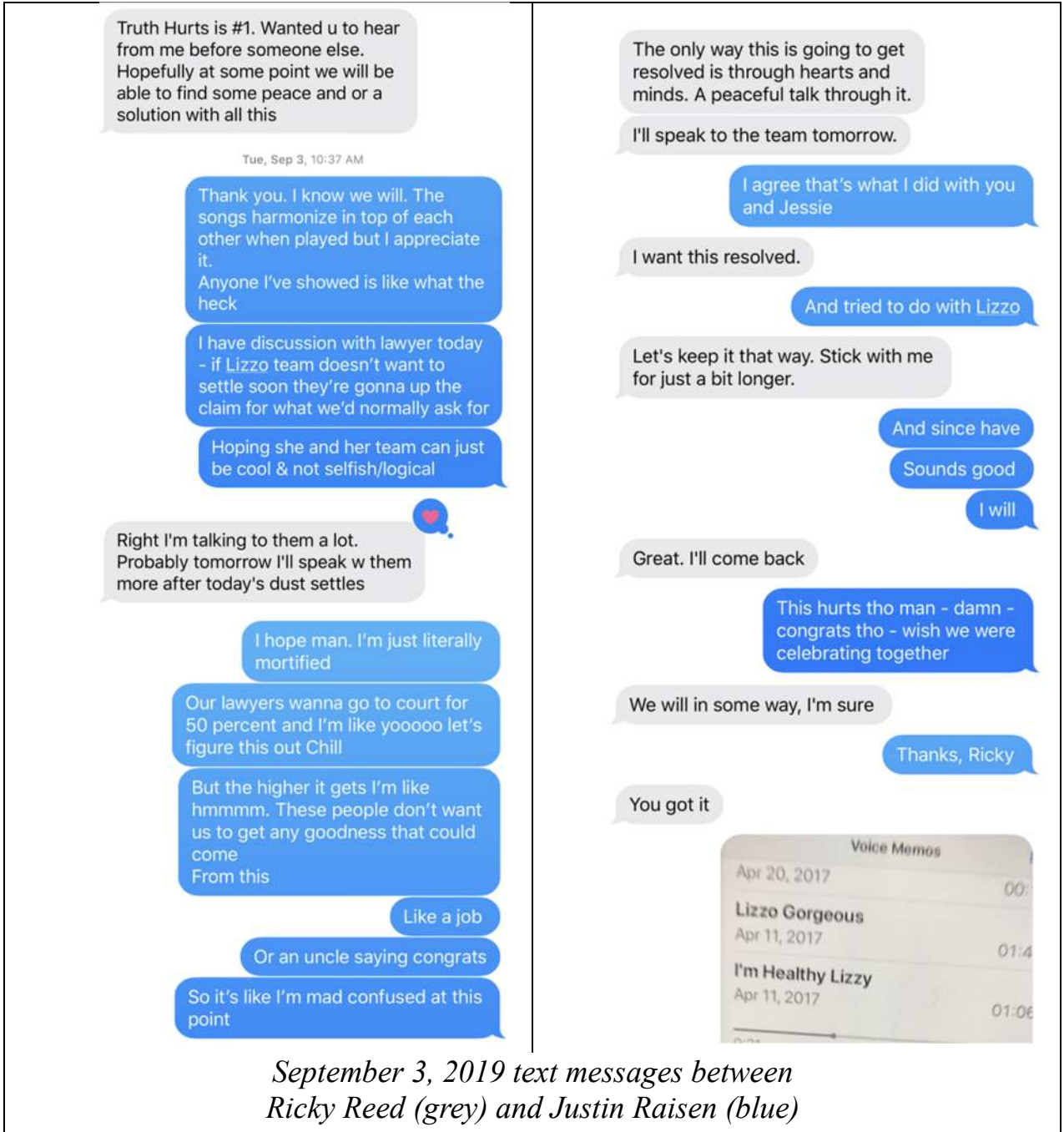


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21 48. On September 3, 2019, Reed texted Justin that “Truth Hurts” reached
22 the top of the *Billboard* Hot 100 chart, that he did not want Justin to hear this first
23 from someone else, that he wanted the dispute regarding the Raisens’ claims to
24 “Truth Hurts” to be “resolved,” and that Justin should continue to work with Reed to
25 find a solution:
26
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28

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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49. Notwithstanding Counterclaimants' efforts to amicably resolve the dispute, on October 23, 2019, Lizzo filed her Complaint against Counterclaimants.

Rothman's Claim to "Truth Hurts"

50. On or about September 2019, the Raisens shared the August 2019 musicology report with Rothman. On or about October 14, 2019, Rothman placed "Truth Hurts" in dispute for a share of authorship, credit, and royalties.

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1 51. Rothman has steadfastly maintained his claim ever since.

2 52. On December 3, 2019, Kobalt Music Publishing America, Inc. applied,
3 on behalf of the Raisens and Rothman, for Copyright certification of “Healthy,”
4 listing Lizzo, Saint John, the Raisens, and Rothman as joint authors, eventually
5 receiving registration number PAu004005173.

6 **“Truth Hurts” Was Derived and Copied From “Healthy”**

7 53. At the time “Truth Hurts” was purportedly written by Reed and Lizzo
8 in June 2017, both Reed and Lizzo had full and complete access to recordings of
9 “Healthy,” which had been sent to Lizzo in April 2017.

10 54. “Truth Hurts” is substantially similar to “Healthy” both by objective
11 musicological elements, and in its total concept and feel, and evidences the
12 conscious copying of “Healthy” in the creation of “Truth Hurts.” The similarities
13 between “Healthy” and “Truth Hurts” include, but are not limited to, the following:

14 (a) Both songs have identical structures:

- 15 8 measures “Intro”
- 16 16 measures “Verse 1”
- 17 16 measures “Chorus 1”
- 18 16 measures “Verse 2”
- 19 16 measures “Chorus 2”
- 20 16 measures “Bridge”
- 21 16 measures “Chorus 3”
- 22 “Outro”

23 Because of their identical structures, if the “Truth Hurts” vocals are
24 played over the music to “Healthy,” every musical drop and change matches up
25 perfectly when played in the same key.

26 (b) On both songs, Lizzo “vamps” in the beginning, pre-setting up the
27 songs’ melodies, lyrics, and cadences.

28 (c) Both songs utilize a piano-sound for the main underlying
instrumental theme.

(d) The second verse of “Healthy” begins with the lyric:

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 TEL 310.566.9800 • FAX 310.566.9850

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I just did a DNA test
 turns out I'm a hundred percent that bitch
 even when I'm holistic

The first verse of "Truth Hurts" begins with the lyric:

I just took a DNA test
 turns out I'm a hundred percent that bitch
 even when I'm crying crazy

(e) In "Healthy," the melody of the lyric, "percent that bitch," is accomplished by a distinctive series of repeating quarter note intervals of a major sixth: (depicted below in the key of C Major) from E down to G natural, back up to E, down to G, and back up to E. This melody repeats itself in "Healthy" in the very next line for the lyric "be home get rest, not." This distinctive melody was created collaboratively among the participants at the April 11, 2017 session at Justin Raisen's studio.

In "Truth Hurts," this distinctive use of the major sixth is identical for the copied vocal ("percent that bitch") as shown above (for comparison purposes both songs are transcribed in the key of C Major). Additionally, the distinctive use of the major sixth in "Healthy" became a repeating, dominant musical theme of "Truth Hurts":

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 SANTA MONICA, CALIFORNIA 90401
 TEL 310.566.9800 • FAX 310.566.9850

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Truth Hurts (in E Major) Repetition of Major Sixth

The copying of this distinctive musical phrase is a “fingerprint” that proves that “Truth Hurts” was derived (and substantially copied) from “Healthy.”

(f) Both songs “break down” to a capella vocals in the bridge. “Healthy” breaks down to vocals and drums in the bridge after 4 measures (1:53), while “Truth Hurts” immediately breaks down to only vocals in the bridge (1:50) and later adds drums (1:54).

(g) The lead vocals in the bridge of both songs follow almost the exact same rhythm. Every note in the first and third measures of both songs line up. The melody utilized in the bridge of both songs is also musicologically similar, in that they have a similar melodic shape.

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SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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SECOND COUNTERCLAIM

(Declaratory Relief re: “Truth Hurts” Against All Counterdefendants)

63. Counterclaimants incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

64. There exists a real and actual controversy between Counterclaimants and Counterdefendants regarding whether Counterclaimants are joint authors and co-owners of the musical composition “Truth Hurts,” including the copyright therein, and are entitled to royalties and profits earned from the exploitation of “Truth Hurts.”

65. Counterclaimants contend that “Truth Hurts” was substantially copied from “Healthy,” as demonstrated by the substantial similarity between the songs as to objective musicological elements and in their total concept and feel.

66. In the alternative, Counterclaimants contend that “Truth Hurts” is a derivative work of “Healthy” and that Counterclaimants are entitled to share in the license fees imputed from the license Lizzo impliedly granted to herself and the other Counterdefendants to create said derivative work, including but not limited to royalties and profits from the exploitation of “Truth Hurts.”

67. Counterclaimants further contend that they have not waived any of their rights with respect to their joint authorship and/or joint ownership of “Truth Hurts,” and/or their right to share in the license fee imputed from the license Lizzo impliedly granted to herself and the other Counterdefendants to create said derivative work, including but not limited to royalties and profits from the exploitation of “Truth Hurts,” and are not estopped or otherwise prevented from asserting any of their rights to “Truth Hurts.”

68. Upon information and belief, Counterdefendants dispute the above contentions.

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1 relationship as joint authors and co-owners of the composition of “Healthy” and/or
2 “Truth Hurts.” Counterclaimants have no means whatsoever by which they could
3 assemble the information necessary to calculate what is owed to them by
4 Counterdefendants.

5 77. Counterclaimants are entitled to an order of this court directing
6 Counterdefendants to render a complete and honest accounting of all revenues
7 derived from the exploitation of “Truth Hurts” and all sums due to Counterclaimants
8 and to pay Counterclaimants the sums shown due by such accounting.

9 **FIFTH COUNTERCLAIM**

10 **(Constructive Trust Against Lizzo)**

11 78. Counterclaimants incorporate by reference the allegations in each of the
12 preceding paragraphs as if fully set forth herein.

13 79. By virtue of the foregoing, any interest Counterclaimants have in
14 “Healthy” and “Truth Hurts,” and any and all profits received by Lizzo from her
15 commercial exploitation of “Healthy” and “Truth Hurts,” are the property of
16 Counterclaimants and Lizzo in equal shares.

17 80. Lizzo has wrongfully deprived Counterclaimants of their share of the
18 profits that she has enjoyed from the commercial exploitation of “Healthy” and
19 “Truth Hurts.”

20 81. By virtue of Lizzo’s acts, Lizzo holds the profits derived from the
21 exploitation of “Healthy” and “Truth Hurts” as constructive trustee for the benefit of
22 Counterclaimants and Lizzo.

23 82. Counterclaimants are entitled to immediate possession of their pro rata
24 share of the profits held by Lizzo as constructive trustee.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Counterclaimants pray for relief as follows:

- 27 1. That Lizzo’s Complaint be dismissed, with prejudice and in its entirety;
28 2. That Lizzo take nothing by reason of her Complaint and that judgment

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TEL 310.566.9800 • FAX 310.566.9850

- 1 be entered against Lizzo and in favor of Counterclaimants;
- 2 3. That the Court declare that Counterclaimants are joint authors and have
- 3 an ownership interest in “Healthy”;
- 4 4. That the Court declare the respective ownership interests of
- 5 Counterclaimants in “Healthy” in percentages to be proven at trial;
- 6 5. That the Court declare that Counterclaimants are joint authors and
- 7 co-owners of “Truth Hurts”;
- 8 6. That the Court declare the respective ownership interests of
- 9 Counterclaimants in “Truth Hurts,” in percentages to be proven at trial;
- 10 7. In the alternative, that the Court declare that “Truth Hurts” is a
- 11 derivative work of “Healthy” and that Counterclaimants are entitled to share in the
- 12 license fees imputed from the license Lizzo granted to herself and the other
- 13 Counterdefendants to create said derivative work, including but not limited to
- 14 royalties and profits from the exploitation of “Truth Hurts” in amounts to be proven
- 15 at trial;
- 16 8. That the Court order an accounting of all revenues derived from the
- 17 exploitation of “Healthy” and “Truth Hurts” by Counterdefendants;
- 18 9. That the Court impose a constructive trust over the proceeds from the
- 19 exploitation of “Truth Hurts” pending the final disposition of this matter;
- 20 10. That Counterclaimants be awarded their costs and attorney’s fees
- 21 incurred in defending this action;
- 22 11. That Counterclaimants be granted such other and further relief as the
- 23 Court may deem just and proper.
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1 DATED: February 28, 2020

KINSELLA WEITZMAN ISER
KUMP & ALDISERT LLP

By: 

Lawrence Y. Iser
Shawn Holley
Allen Secretov
Attorneys for Defendants and
Counterclaimants Justin Raisen, Jeremiah
Raisen, Justin "Yves" Rothman, and Heavy
Duty LLC

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL 310.566.9800 • FAX 310.566.9850

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DEMAND FOR JURY TRIAL

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Pursuant to the Seventh Amendment of the United States Constitution and Federal Rule of Civil Procedure 38, Defendants and Counterclaimants Justin Raisen, Jeremiah Raisen, Justin “Yves” Rothman, and Heavy Duty LLC, and each of them, hereby demand a trial by jury of all issues so triable.

DATED: February 28, 2020

KINSELLA WEITZMAN ISER
KUMP & ALDISERT LLP



By:

Lawrence Y. Iser
Shawn Holley
Allen Secretov
Attorneys for Defendants and
Counterclaimants Justin Raisen, Jeremiah
Raisen, Justin “Yves” Rothman, and Heavy
Duty LLC

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP
808 WILSHIRE BOULEVARD, 3RD FLOOR
SANTA MONICA, CALIFORNIA 90401
TEL. 310.566.9800 • FAX 310.566.9850