

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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GLOBAL MUSIC RIGHTS, LLC, a)	
Delaware limited liability company,)	Civil Action No. 3:22-cv-1235
)	
Plaintiff,)	
)	
-against-)	
)	
RED WOLF BROADCASTING)	
CORPORATION, a Connecticut corporation,)	
)	
Defendant,)	
)	
)	
)	
)	
)	

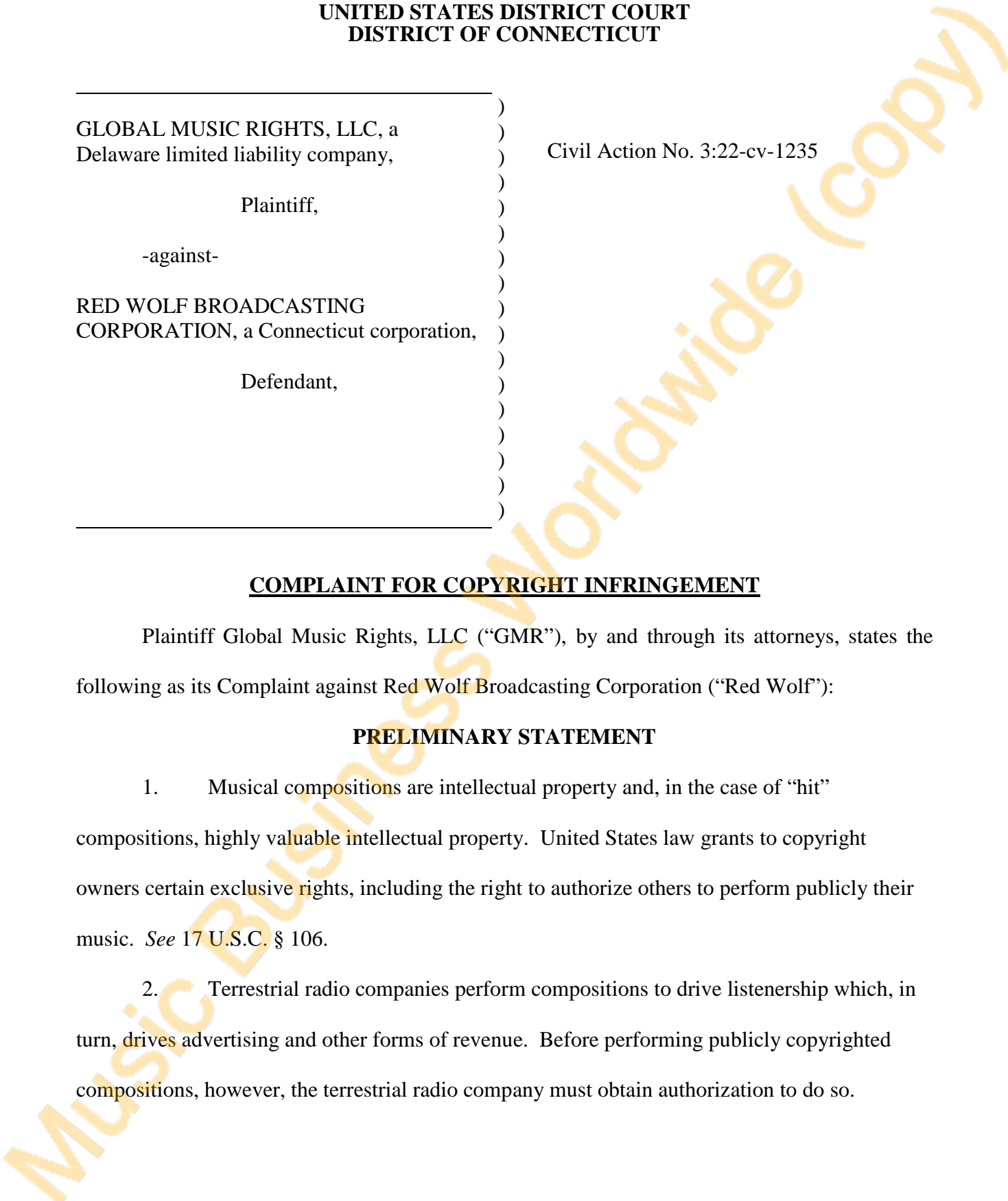
COMPLAINT FOR COPYRIGHT INFRINGEMENT

Plaintiff Global Music Rights, LLC (“GMR”), by and through its attorneys, states the following as its Complaint against Red Wolf Broadcasting Corporation (“Red Wolf”):

PRELIMINARY STATEMENT

1. Musical compositions are intellectual property and, in the case of “hit” compositions, highly valuable intellectual property. United States law grants to copyright owners certain exclusive rights, including the right to authorize others to perform publicly their music. *See* 17 U.S.C. § 106.

2. Terrestrial radio companies perform compositions to drive listenership which, in turn, drives advertising and other forms of revenue. Before performing publicly copyrighted compositions, however, the terrestrial radio company must obtain authorization to do so.



3. When a terrestrial radio company performs a musical composition without obtaining the necessary advanced permission, it acts in violation of federal copyright laws. When that terrestrial radio company had been offered *ten* separate opportunities to license the public performances, *declined* all of those opportunities, paid *nothing* for performances, and *still* performed *more than one hundred* compositions *tens of thousands of times*, then it acted *willfully* in violation of federal copyright laws. Defendant Red Wolf is a willful infringer.

4. Performance Rights Organizations, or “PROs” as they are known in the music industry, represent songwriters and publishers in licensing the public performances of copyrighted music. For decades, there were only three PROs—ASCAP, BMI, and SESAC—which collectively represented (and continue to represent) more than tens of thousands of composers and 20 million compositions that are available for public performance.

5. Founded in 2013, GMR is the fourth PRO overall— and the first new PRO in the United States in more than 70 years. GMR represents an elite roster of just over 100 songwriters (and associated publishers), including Bruce Springsteen, Bruno Mars, Drake, Pharrell Williams, John Lennon, and The Eagles, in licensing the public performances of their copyrighted music (the “GMR Compositions”).

6. Red Wolf is a sophisticated media company that operates multiple radio stations. Some of Red Wolf’s radio stations perform GMR Compositions and, since at least 2017, these Red Wolf stations have performed GMR Compositions without obtaining a license in violation of copyright laws.

7. Red Wolf’s infringements were neither incidental nor accidental. Red Wolf-owned radio stations performed more than one hundred GMR Compositions tens of thousands of times.

8. Red Wolf's infringements were willful. GMR submitted to Red Wolf in January 2017, August 2017, February 2018, August 2018, February 2019, August 2019, March 2020, March 2021, December 2021, and January 2022 ten separate written license offers pursuant to which radio stations owned by Red Wolf would be authorized to perform publicly the GMR Compositions. Red Wolf did not accept any of those license offers and Red Wolf did not pay GMR any license fees from January 2017 through the filing of this complaint. Red Wolf made the strategic decision not to pay GMR for these uses and hoped to get away with it. But Red Wolf did not get away with it. Its stations have been caught red-handed violating the law.

9. By way of this Complaint, GMR seeks to hold Red Wolf accountable for its willful infringements of the GMR Compositions.

JURISDICTION AND VENUE

10. This is a suit for copyright infringement under the United States Copyright Act of 1976, as amended, 17 U.S.C. § 101, *et seq.* (the "Copyright Act"). This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a).

11. This Court has personal jurisdiction over Red Wolf because, among other things, Red Wolf is headquartered and incorporated in the State of Connecticut, Red Wolf operates radio stations in the State of Connecticut and in this judicial district, Red Wolf regularly conducts or has conducted business in the State of Connecticut and in this judicial district, and Red Wolf has caused injury to GMR within the State of Connecticut and in this judicial district.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(a), and 28 U.S.C. § 1391(b).

PARTIES

13. Plaintiff GMR is a Delaware limited liability company with its principal place of business at 1100 Glendon Avenue, Suite 2000, Los Angeles, California 90024.

14. GMR is a performance rights organization, or PRO. As a PRO, GMR represents owners of copyrights in musical works in licensing the public performance of those works.

15. GMR represents an elite roster of over 100 premium songwriters and associated publishers. These songwriters and publishers have granted GMR the right to license to others the GMR Compositions. GMR has the right to license their works, collect applicable license fees for performances of those works, remit payments, and enforce the intellectual property rights in court if necessary.

16. Defendant Red Wolf is a Connecticut corporation with its principal place of business at 758 Colonel Ledyard, Ledyard, Connecticut 06339.

17. Red Wolf is a major media company that during the relevant period in this case owned radio stations in multiple states, including but not limited to the following stations: WDRC-FM, WMRQ-FM, WKKB-FM, and WSPR-AM.

THE COPYRIGHTED WORKS

18. Beginning as late as January 1, 2017 (and possibly earlier) and continuing through the present, radio stations owned by Red Wolf have publicly performed GMR Compositions without obtaining a license and without paying for their performances. Exhibit A identifies GMR Compositions that have been performed since January 2020 and are currently

the subject of this lawsuit. Radio stations owned by Red Wolf performed publicly these GMR Compositions *more than 20,000 times*.¹

19. Each of the GMR compositions listed on Exhibit A was registered with the United States Copyright Office and complied in all respects with the requirements of the Copyright Act. Certificates of Registration have been granted for each of those works.

20. The owners of each work listed on Exhibit A each possess public performance rights in the GMR Compositions. Those owners have granted to GMR the exclusive third-party right to license to others the right to perform publicly the GMR Compositions.

21. For each infringement listed on Exhibit A, Red Wolf and/or radio stations owned by Red Wolf did not have a valid license, authorization, permission, or consent to perform publicly the GMR Compositions.

22. Also, radio stations owned by Red Wolf may have performed publicly without authorization and, therefore, intentionally infringed other GMR Compositions that are not identified on Exhibit A and for which they may be liable under the Copyright Act.

23. Red Wolf's infringement of each GMR Composition is governed by the same legal rules and involves similar facts and, thus, litigating them together promotes the administration of justice and avoids a multiplicity of separate, similar actions against Red Wolf.

RED WOLF'S INTENTIONAL INFRINGEMENT

24. Red Wolf-owned radio stations have infringed the GMR Compositions thousands of times. Red Wolf had the legal obligation to ensure that its radio stations obtained authorization to perform the GMR Compositions before the stations publicly performed the

¹ GMR reserves the right to amend its complaint based on further investigation and/or information learned in discovery.

GMR Compositions. Red Wolf did not obtain the necessary authorization, making the calculated decision instead to infringe freely and hope GMR would either not find out or not enforce its rights.

25. Red Wolf is aware and knows that the public performance of copyrighted musical compositions on its radio stations without a valid license would constitute copyright infringement. Red Wolf has operated radio stations in the United States for years and GMR has repeatedly advised Red Wolf that it needs a valid license to perform GMR Compositions. As a media company with years of experience, Red Wolf is well-versed in matters of licensing and copyright infringement and understands fully its obligation to obtain a performance rights license before performing copyrighted works on its radio stations.

26. Red Wolf is aware and knows that the public performance of the GMR Compositions required prior authorization and that publicly performing the GMR Compositions without prior authorization would constitute copyright infringement. GMR's entrance into the PRO market in 2013 was headline news in the music industry and was noted in multiple national publications. *See, e.g., Ben Sisario, Irving Azoff to Start New Entertainment Business, NEW YORK TIMES, Sept. 4, 2013.*² In the years following GMR's founding, prominent music industry publications have regularly published articles tracking the movement of artists from other PROs to GMR. *See, e.g., Ed Christman, Pharrell to Leave ASCAP for Irving and Grimmets's Global Music Rights, BILLBOARD MAGAZINE, Jul. 25, 2014;*³ Ed Christman, *Prince Estate Taps Azoff's Global Music Rights to Oversee Artist's Entire Catalog,*

² Available at <https://www.nytimes.com/2013/09/05/business/media/irving-azoff-starts-new-entertainment-business.html> (last accessed October 3, 2022).

³ Available at <https://www.billboard.com/articles/business/6188942/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights> (last accessed October 3, 2022).

BILLBOARD MAGAZINE, Jan. 11, 2017.⁴ Another PRO, BMI, posted a notice on its website notifying licensees that a number of songwriters previously affiliated with BMI had joined GMR and that a license from BMI would no longer permit the public performance of those songwriters' compositions.

27. Red Wolf made a willful, calculated, and strategic decision not to obtain prior authorization to perform publicly the GMR Compositions and hope that GMR would not find out or would choose not to enforce its rights. On multiple occasions between January 2017 and the present, GMR offered Red Wolf the opportunity to license GMR Compositions for public performance and warned Red Wolf that its stations were not authorized to perform publicly the GMR Compositions unless Red Wolf secured and paid for a license:

28. The first written proposal from GMR to Red Wolf was in January 2017. It stated: "GMR has agreed to offer a 9-month . . . license to [Red Wolf] . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation . . . may publicly perform GMR's repertory . . ." Red Wolf did not submit a signed license, and did not pay GMR any money.

29. In March 2017, GMR sent Red Wolf another communication, stating: "We write to follow up on our attempts to contact you concerning your radio station group and GMR compositions. GMR offered [a] . . . license to radio station groups seeking to use GMR compositions . . . To date, we have not received a signed agreement or payment from you. Accordingly, you are not authorized to perform GMR compositions." Red Wolf did not submit a signed license, and did not pay GMR any money.

⁴ Available at <https://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal> (last accessed October 3, 2022).

30. In August 2017, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR’s repertory.” Red Wolf did not submit a signed license, and did not pay GMR any money.

31. In February 2018, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR’s repertory.” Red Wolf did not submit a signed license, and did not pay GMR any money.

32. In August 2018, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR’s repertory.” Red Wolf did not submit a signed license, and did not pay GMR any money.

33. In February 2019, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR’s repertory.” Red Wolf did not submit a signed license, and did not pay GMR any money.

34. In August 2019, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 6-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR’s repertory.” Red Wolf did not submit a signed license, and did not pay GMR any money.

35. In March 2020, GMR sent Red Wolf another communication, stating: “GMR is . . . offering [a] 12-month license . . . If you choose to enter into this . . . license, stations owned

by Red Wolf Broadcasting Corporation may publicly perform GMR's repertory." Red Wolf did not submit a signed license, and did not pay GMR any money.

36. In March 2021, GMR sent Red Wolf another communication, stating: "GMR is . . . offering [a] 9-month license . . . If you choose to enter into this . . . license, stations owned by Red Wolf Broadcasting Corporation may publicly perform GMR's repertory." Red Wolf did not submit a signed license, and did not pay GMR any money.

37. In December 2021, GMR sent Red Wolf another communication offering Red Wolf a 3-month license and informing Red Wolf that "failure to secure this [license] will result in your company being unlicensed and unauthorized to perform the music represented by GMR." Red Wolf did not submit a signed license, and did not pay GMR any money.

38. In January 2022, GMR sent Red Wolf another communication offering Red Wolf a long-term license that would "give [Red Wolf's stations] the opportunity to perform GMR works for up to the next 7 years with rate certainty." Red Wolf did not respond, did not submit a signed license, and did not pay GMR any money.

39. Despite not responding to nearly all of the above communications, and despite never paying GMR any license fees, stations owned by Red Wolf performed publicly more than one hundred GMR Compositions, more than 20,000 times, at a minimum.

40. The stations that performed the GMR Compositions without authorization profited handsomely from the use of the intellectual property. By performing the high quality works in the GMR repertory, Red Wolf stations were able to attract more listeners, which in turn allowed them to obtain additional advertising revenues.

CLAIM FOR RELIEF

COUNT I

(Direct Copyright Infringement – Public Performance)

41. GMR incorporates herein by this reference each and every allegation contained in paragraphs 1 through 40 above.

42. The copyrights to the GMR Compositions have been registered with the United States Copyright Office.

43. GMR has the exclusive third-party right to authorize others to publicly perform the GMR Compositions.

44. Red Wolf has infringed the copyright interests in the GMR Compositions by performing the GMR Compositions on its radio stations without authorization, in violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

45. Red Wolf's acts of infringement are willful, intentional, purposeful, and in disregard of and indifferent to the rights of GMR and those of the songwriters it represents.

46. As a direct and proximate result of Red Wolf's willful and infringing uses of the GMR Compositions, GMR is entitled to maximum statutory damages of \$150,000 for each copyright infringed, damages and to Red Wolf's profits in amounts to be proven at trial, and/or such other amount as may be proper under 17 U.S.C. § 504(c).

47. GMR is further entitled to recover its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

48. As a result of Red Wolf's acts and conduct, GMR has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. GMR is informed and believes, and on that basis avers, that unless

enjoined by this Court, Red Wolf will continue to infringe GMR's rights in the GMR Compositions. GMR is entitled to permanent injunctive relief to restrain and enjoin Red Wolf's continuing infringing conduct.

JURY DEMAND

49. Plaintiff demands trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, GMR requests that the Court enter judgment in its favor and against Red Wolf as follows:

- a) That Red Wolf has violated Section 501 of the Copyright Act (17 U.S.C. § 501);
- b) Require Red Wolf to pay maximum statutory damages in an amount not less than \$150,000 per GMR Composition as permitted in 17 U.S.C. § 504(c), or pursuant to 17 U.S.C. § 504(b), GMR's actual damages plus Red Wolf's profits from infringement, in an amount to be proven at trial, and such further damages as permitted by applicable law;
- c) That Red Wolf, its agents, servants, employees, and all persons acting under its permission and authority, be preliminarily and permanently enjoined and restrained from infringing, in any manner, the GMR Compositions, pursuant to 17 U.S.C. § 502;
- d) That Red Wolf be ordered to pay costs, including reasonable attorney fees, pursuant to 17 U.S.C. § 505; and
- e) Such other and further relief as the Court may deem just and proper.

Dated October 4, 2022

Respectfully submitted,
Global Music Rights, LLC

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EXHIBIT A

GMR COMPOSITIONS INFRINGED BY RED WOLF

No.	Composition Title
1.	ABRACADABRA
2.	ADAM RAISED A CAIN
3.	AGAINST THE WIND
4.	ALIVE
5.	ALL NIGHT LONG
6.	ANOTHER TRICKY DAY
7.	ANTS MARCHING
8.	ANY WAY YOU WANT IT
9.	ASK THE LONELY
10.	ATHENA
11.	ATLANTIC CITY
12.	BADLANDS
13.	BEAUTIFUL LOSER
14.	BETTER MAN
15.	BIG LOVE
16.	BLACK
17.	BLACK HOLE SUN
18.	BLINDED BY THE LIGHT
19.	BOBBY JEAN
20.	BORN IN THE U.S.A.
21.	BORN TO RUN
22.	BRILLIANT DISGUISE
23.	BURDEN IN MY HAND
24.	CADILLAC RANCH
25.	COVER ME
26.	CRASH INTO ME
27.	CRUSH
28.	CUTS LIKE A KNIFE
29.	DANCING IN THE DARK
30.	DARLINGTON COUNTY
31.	DO I WANNA KNOW?
32.	DO YOU HEAR WHAT I HEAR?
33.	DON'T STOP BELIEVIN'
34.	EMINENCE FRONT

No.	Composition Title
35.	ENTER SANDMAN
36.	EVEN FLOW
37.	FAITHFULLY
38.	FEEL LIKE A NUMBER
39.	FEELS LIKE THE FIRST TIME
40.	FELL ON BLACK DAYS
41.	FIRE
42.	FIRE DOWN BELOW
43.	FIRE LAKE
44.	FLY LIKE AN EAGLE
45.	GET OUT OF DENVER
46.	GLORY DAYS
47.	GO YOUR OWN WAY
48.	HAPPY
49.	HER STRUT
50.	HOLD THE LINE
51.	HOLIDAY ROAD
52.	HOLLYWOOD NIGHTS
53.	HUNGER STRIKE
54.	HUNGRY HEART
55.	I WANT TO KNOW WHAT LOVE IS
56.	I'M GOIN' DOWN
57.	I'M ON FIRE
58.	JEREMY
59.	JUNGLELAND
60.	KATMANDU
61.	LET MY LOVE OPEN THE DOOR
62.	LIFE'S BEEN GOOD
63.	LIGHTS
64.	LIKE A ROCK
65.	LIVING IN THE U.S.A.
66.	LOVIN', TOUCHIN', SQUEEZIN'
67.	MAINSTREET
68.	MONDAY MORNING
69.	MY HOMETOWN
70.	NIGHT MOVES
71.	NOTHING ELSE MATTERS
72.	ONLY THE YOUNG

No.	Composition Title
73.	OPEN ARMS
74.	ORDINARY AVERAGE GUY
75.	OUT IN THE STREET
76.	OUTSHINED
77.	PINK CADILLAC
78.	PROVE IT ALL NIGHT
79.	RIVER CROSS
80.	ROCK 'N ME
81.	ROCK AND ROLL NEVER FORGETS
82.	ROLL ME AWAY
83.	ROSALITA (COME OUT TONIGHT)
84.	ROSANNA
85.	ROUGH BOYS
86.	RUN TO YOU
87.	SEASONS
88.	SECOND HAND NEWS
89.	SEND HER MY LOVE
90.	SEPARATE WAYS (WORLDS APART)
91.	SLIP KID
92.	SOMEBODY
93.	SPACE INTRO
94.	SPIRIT IN THE NIGHT
95.	SPOONMAN
96.	SQUEEZE BOX
97.	STILL THE SAME
98.	STONE IN LOVE
99.	SUMMER OF '69
100.	SUNSPOT BABY
101.	SUPERBLOOD WOLFMoon
102.	TAKE THE MONEY AND RUN
103.	TENTH AVENUE FREEZE-OUT
104.	THE CONFESSOR
105.	THE KILL
106.	THE RIVER
107.	THE UNFORGIVEN
108.	THIS TIME
109.	THUNDER ROAD
110.	TRAVELIN' MAN

No.	Composition Title
111.	TRIPPING BILLIES
112.	TUNNEL OF LOVE
113.	TURN THE PAGE
114.	TUSK
115.	URGENT
116.	WHAT WOULD YOU SAY
117.	WHO ARE YOU
118.	WHO'S CRYING NOW
119.	WOMEN
120.	YELLOW LEDBETTER
121.	YOU BETTER YOU BET