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Attorneys for Plaintiffs
CAPITOL RECORDS, LLC and
VIRGIN RECORDS AMERICA, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CAPITOL RECORDS, LLC and VIRGIN
RECORDS AMERICA, INC.,

Plaintiffs,

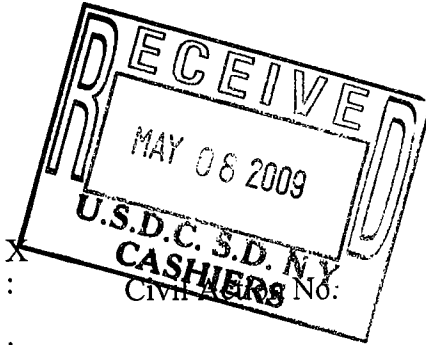
-against-

ESCAPE MEDIA GROUP, INC.,

Defendant.
-----X

JUDGE MCKENNA

09 CIV 4458



COMPLAINT

Plaintiffs Capitol Records, LLC and Virgin Records America, Inc. (collectively, "Plaintiffs"), by and through their undersigned attorneys, as and for its Complaint, alleges as follows:

INTRODUCTION

1. This is an action for inducement of copyright infringement, contributory copyright infringement and vicarious copyright infringement under the United States Copyright Act, as well as common law copyright infringement under the law of the State of New York, arising from Defendant's willful and systematic facilitation of widespread copyright infringement over the Internet.

2. Defendant owns and operates the "Grooveshark" music sharing network, which seeks to provide its customers with easy access to copyrighted music without having to pay for it. Indeed, the tag line on Defendant's Grooveshark website plainly and openly reflects this

mission, boldly stating: “Play any song in the world, for free.” Like notorious peer-to-peer services such as Napster, Aimster, Grokster and Kazaa, which have all been found liable for massive copyright infringement over the past decade, Defendant’s Grooveshark service actively encourages its members to infringe Plaintiffs’ valuable copyrighted sound recordings, which are listed on the website on a searchable index reflecting recordings that are available for streaming by users.

3. Each recording listed on the Grooveshark website may be streamed in its entirety by other users for free. Moreover, Defendant previously also made recordings available for download for 99 cents a track, while rewarding users for sharing their music by offering them a portion of the fees generated from downloads of the recordings they uploaded. Although Defendant claimed to compensate everyone in the value chain, including right holders, and to be licensed by major and independent record labels, no major record companies appear in Defendant’s list of licensors. Defendant has certainly never made any agreements with Plaintiffs permitting the use of Plaintiffs’ copyrighted recordings nor has Defendant compensated Plaintiffs for such past or ongoing use.

4. In short, while Defendant seeks to tout its Grooveshark service as a legitimate enterprise, Defendant’s entire business has in fact been built upon and supported by the infringement of copyrighted works. Plaintiffs bring this lawsuit to halt Defendant’s massive, ongoing infringement of Plaintiffs’ copyrighted works and to recover damages for the harm caused by Defendant’s activities.

THE PARTIES

5. Plaintiff Capitol Records, LLC (“Capitol”) is a Delaware limited liability company with its principal place of business at 150 Fifth Avenue, New York, New York 10011.

6. Plaintiff Virgin Records America, Inc. (“Virgin”) is a California corporation with its principal place of business at 150 Fifth Avenue, New York, New York 10011.

7. Upon information and belief, Defendant Escape Media Group, Inc. (“Defendant” or “Escape”) is a Delaware corporation with its principal place of business at 201 S.E. 2nd Avenue, Suite 209, Gainesville, Florida 32601.

JURISDICTION AND VENUE

8. This is a civil action seeking injunctive relief and damages for copyright infringement under the Copyright Act, 17 U.S.C. § 101 et seq., and for common law copyright infringement under New York law with respect to Plaintiffs’ sound recordings fixed prior to February 15, 1972.

9. This Court has subject matter jurisdiction over the federal copyright claims under 28 U.S.C. §§ 1331 and 1338(a), and has supplemental jurisdiction over the related state law cause of action under 28 U.S.C. § 1367(a) inasmuch as that claim is so related to the federal claims as to form part of the same case or controversy.

10. This Court has personal jurisdiction over Escape because, on information and belief, Escape transacts business in New York State and has committed tortious acts both within and outside New York causing injury in New York. Among other things, Escape has induced, facilitated and encouraged the infringement of Plaintiffs’ sound recordings in New York State. In addition, upon information and belief, Escape has operated an interactive website which encouraged New York residents both to post links to illegal copies of Plaintiffs’ sound recordings and to download and stream such illegal copies, has entered into contracts governed by New York law with members of the Grooveshark website, including New York State residents, and has caused harm to Plaintiffs in New York (where the Plaintiffs reside and where potential

customers of Plaintiffs' sound recordings are thereby diverted away from legitimate purchases).

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

FACTS

The Plaintiffs and Their Business

12. Plaintiffs are well known record companies engaged in the business of producing, manufacturing, distributing, selling, licensing and facilitating the distribution and sale of sound recordings in the United States. Plaintiffs' reputation as producers of sound recordings containing high artistic and technical quality is known in New York, and throughout both the United States and the world.

13. Plaintiffs are the copyright owners or owners of exclusive rights (by way of agreement) with respect to an extensive and diverse catalog of sound recordings, including those of such famous recording artists as The Beatles, Coldplay, Frank Sinatra, The Beach Boys, Norah Jones, Katy Perry and Lily Allen, to name just some. Under the Copyright Act, Plaintiffs have the exclusive rights to, among other things, "reproduce the copyrighted work[s]," "distribute copies or phonorecords of the copyrighted work[s] to the public," and "perform the copyrighted work[s] publicly by means of a digital audio transmission," as well as to authorize or license such activities. 17 U.S.C. § 106.

14. Additionally, Plaintiffs have entered into various agreements by which they obtained the common law copyrights in sound recordings embodying certain performances that were initially "fixed" prior to February 15, 1972 (the "Pre-1972 Recordings"). These performances are subject to protection under state law rather than federal copyright law, and the Copyright Act cannot be used to "annul[] or limit[]" those rights "until February 15, 2067." 17

U.S.C. § 301(c). Pursuant to these agreements and New York common law, Plaintiffs possess, among other things, the exclusive and complete rights to manufacture, reproduce, distribute, sell and perform the Pre-1972 Recordings.

15. In addition to manufacturing, distributing, selling and licensing phonorecords in the form of CDs, cassettes and other tangible media, Plaintiffs also sell, distribute and license their sound recordings in the form of digital audio files, which are marketed and sold online, and delivered to the consumer instantly via the Internet. Legitimate avenues for the digital distribution of music exist through authorized services, such as Apple's iTunes, Rhapsody, AOL Music and Yahoo! Music, which provide these sound recordings for consumer purchase pursuant to agreements that the services negotiated with Plaintiffs.

16. Plaintiffs have invested and continue to invest significant money, time, effort and creative talent to discover and develop recording artists, and to create, manufacture, advertise, promote, sell and license sound recordings embodying the performances of their exclusive recording artists. Plaintiffs, their recording artists and others in the music industry are compensated for their creative efforts and monetary investments largely from the sale and distribution of their sound recordings to the public, and from other exploitation of such sound recordings.

17. A non-exhaustive, illustrative list of Plaintiffs' federally copyrighted sound recordings that have been illegally reproduced, distributed and/or performed for users of Defendant's Grooveshark website is attached hereto as Exhibit A. Plaintiffs have received Certificates of Copyright Registration from the Register of Copyrights for these copyrighted sound recordings.

18. A non-exhaustive, illustrative list of Pre-1972 Recordings in which Plaintiffs hold

exclusive rights under New York law and which have been illegally reproduced, distributed and/or performed for users of Defendant's Grooveshark website is attached hereto as Exhibit B.

Defendant and its Illegal Business

19. Upon information and belief, Defendant owns and operates the Grooveshark website located at www.grooveshark.com. Grooveshark acts as a music sharing service pursuant to which users upload sound recordings which other users can then stream in their entirety for free. In addition, upon information and belief, up until around October 2008, users could also download sound recordings for a cost of 99 cents per track and Defendant split a portion of the proceeds received from each download with the user who shared the file.

20. In order to upload recordings to the Grooveshark site, a user creates an account at the website and installs an application called "Sharkbyte" onto his or her computer. The Sharkbyte program allows users to upload specified mp3 files to the Grooveshark network. The Sharkbyte program also creates a list of the user's shared mp3 files, which is then added to a larger index of all mp3 files being shared by other Grooveshark users.

21. The complete index of shared music is searchable by all users of the Grooveshark website from its homepage. Users can search for music by typing in an artist name or song title. Grooveshark then instantly displays dozens, if not hundreds of files – nearly all infringing – matching the search and currently being shared by Grooveshark users for immediate streaming. Once a sound recording appears on the Grooveshark index, it can be performed with the click of a single button on the Grooveshark website (or in the past could be illegally downloaded by paying Defendant a fee of 99 cents per track).

22. Through its Sharkbyte program, Defendant has thus purposefully amassed a vast and ever expanding index of files on the Grooveshark website containing infringing MP3

recordings hosted by third parties that are neither copyright holders nor licensees of the copyright holders. Upon information and belief, Defendant does not take any active steps to filter out infringing uses or to prevent users from sharing unlicensed music files.

23. Defendant has been well aware at all times that its Grooveshark website is being used principally to provide access to copyrighted recordings. Even the most cursory review of the Grooveshark index reveals that it is composed primarily of copyrighted sound recordings by some of the world's most popular artists, including numerous artists whose recordings are owned exclusively by Plaintiffs.

24. Moreover, upon information and belief, the entire marketing thrust of the website is to appeal to those peer-to-peer file sharers who exchange music without obtaining licenses from the copyright holders. In December 2007, Defendant admitted: "We're going after the very segment of users that are bringing the labels to their knees with illegal downloading." Defendant's business plan was thus specifically formulated in order to take advantage of and profit from copyright infringement.

25. Concerns about the legality of Defendant's software and service were brought to its attention as early as the Fall of 2007 by bloggers posting numerous articles questioning the legality of the site. Among other things, those bloggers noted that Defendant was not using a filtering device on its system to prevent the sharing of unlicensed content; Defendant was collecting and sharing fees based on the sharing of unlicensed content; and Defendant was employing an end user agreement requiring users to indemnify and hold harmless Defendant against claims of copyright infringement. These factors caused bloggers to predict that, unless Defendant obtained licenses from major recording labels, it and perhaps its users would be subject to suit by the record labels.

26. In response to the concerns raised by bloggers, Defendant stated that it would change its end user agreement to eliminate the indemnification clause and would keep money in escrow for downloads of unlicensed music to pay the record companies once licensing deals were reached. When bloggers complained that these responses did not provide assurances that the site was legal, Defendant did not respond to further posts, including those that asked how placing money in escrow made the file sharing legal when there was no consent from the copyright holder in the first instance.

27. Despite Defendant's public statements, it has not eliminated the indemnification clause from its end user agreement and has not reached any licensing deal with Plaintiffs or, upon information and belief, any other major record labels so as to permit the sharing of copyrighted recordings. Moreover, Defendant has never compensated Plaintiffs or, upon information and belief, the other major record labels for any of the downloads of their copyrighted sound recordings that occurred via the Grooveshark site.

28. Upon information and belief, Defendant has derived direct and substantial financial benefits from the rampant infringements occurring on the Grooveshark website in the form of compensation for illegal downloads. In addition, Defendant has derived and continues to derive direct and substantial financial benefits from infringements in the form of increased advertising revenue that is generated by driving traffic to its website based on the availability of high quality in demand copyrighted music.

29. Upon information and belief, Defendant can terminate its users' account and block their access to the Grooveshark system through the website's centralized user registration system. Nevertheless, upon information and belief, Defendant has made no effort to police its website in a manner designed to eliminate the sharing of copyrighted music precisely because the

success of Defendant's business model depends directly on such infringements.

30. The Recording Industry Association of America ("RIAA"), a trade association whose members, including Plaintiffs, create, manufacture and distribute sound recordings legitimately sold in the United States, notified Defendant in July 2008 of the fact that massive infringement was taking place via the Grooveshark site and service and demanded that Defendant cease and desist from further infringement of RIAA member sound recordings, including without limitation those of Plaintiffs.

31. Upon information and belief, although Defendant ceased offering downloads of sound recordings following receipt of the RIAA's demand letter, Defendant has to date refused to take steps to curtail the ongoing illegal streaming of sound recordings, including Plaintiffs' copyrighted recordings. Upon information and belief, Defendant is streaming more than 50 to 60 million recordings per month to more than 400,000 users. As a result of Defendant's unlawful actions, Plaintiffs have been damaged and have suffered, and continue to suffer, irreparable injury for which they have no adequate remedy at law.

COUNT I
(Inducement of Copyright Infringement)

32. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-31 above with the same force and effect as if set forth fully herein.

33. Grooveshark users are engaging and/or have engaged in the unauthorized reproduction, distribution and/or public performance of Plaintiffs' copyrighted sound recordings, including but not limited to those recordings listed in Exhibit A. As a result, such users are liable for direct copyright infringement of Plaintiffs' exclusive rights of reproduction, distribution and performance under 17 U.S.C. § 106.

34. Each one of the Grooveshark users' infringing acts has been encouraged and

made possible by Defendant. Defendant operates and maintains the Grooveshark service with the object of promoting its use to infringe copyrights, including those of Plaintiffs.

35. Defendant's inducement of copyright infringement is apparent from, among other things, Defendant's stated business plan to target the segment of peer-to-peer file sharers who engage in illegal downloading; Defendant's active promotion of the infringement-enabling capacity of the Grooveshark service and site, including without limitation, through use of the tagline "Play any song in the world, for free."; Defendant's failure to filter out infringing uses, resulting in a staggering amount of infringing content being made available through the Grooveshark site and service; and Defendant's adoption of a business model that depends upon a high volume of infringement in order to generate increased traffic to the website resulting in greater advertising revenues.

36. As a result of the foregoing, Defendant is liable under the Copyright Act for inducing the infringing acts of the Grooveshark users, in violation of Sections 106 and 501 of the Copyright Act.

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

38. Defendant's acts of infringement are willful, intentional and purposeful, in blatant disregard of and indifference to Plaintiffs' rights.

39. As a direct and proximate result of Defendant's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to their actual damages as well as Defendant's profits from the infringements, as will be proven at trial pursuant to 17 U.S.C. § 504(b). Alternatively, Plaintiffs are entitled to maximum statutory damages, in the amount of \$150,000 per infringement, pursuant to 17 U.S.C. § 504(c), or for such other amount as may be proper pursuant to 17 U.S.C.

§ 504(c).

40. Unless and until Defendant's conduct is enjoined by this Court, it will continue to cause irreparable injury that cannot fully be compensated for or measured in money, and Plaintiffs are accordingly also entitled to an injunction pursuant to 17 U.S.C. § 502 prohibiting further infringement of their exclusive rights under copyright.

41. Plaintiffs further are entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.

COUNT II
(Contributory Copyright Infringement)

42. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-31 above with the same force and effect as if set forth fully herein.

43. Grooveshark users are engaging and/or have engaged in the unauthorized reproduction, distribution and/or public performance of Plaintiffs' copyrighted sound recordings, including but not limited to those recordings listed in Exhibit A. As a result, such users are liable for direct copyright infringement of Plaintiffs' exclusive rights of reproduction, distribution and performance under 17 U.S.C. § 106.

44. Defendant had actual and constructive knowledge of the Grooveshark users' infringing activity occurring through the Grooveshark service because, among other things, Defendant's publicly stated business plan was specifically intended to target the segment of peer-to-peer file sharers who engage in illegal downloading; Defendant explicitly promotes the availability of copyrighted recordings through the Grooveshark site, including without limitation, through use of the tagline "Play any song in the world, for free."; Defendant's end user agreement requires Grooveshark users to indemnify and hold harmless Defendant from any claims of copyright infringement; Defendant ignored concerns about the legality of its

Grooveshark service that were explicitly raised by bloggers posting on the Internet; Defendant publicly stated that it would set aside money in escrow in order to pay the record companies for downloads of unlicensed music; and Defendant failed to take adequate steps to halt infringing activity occurring via the Grooveshark site after receiving notification from the RIAA of such infringements and a demand that it cease and desist from any further infringing conduct.

45. Defendant has caused and/or otherwise materially contributed to Grooveshark users' copyright infringement by, among other things, making available the Sharkbyte software to permit users to share unlicensed music; indexing and displaying to users the vast array of copyrighted material available through the website in order to encourage and facilitate users engaged in copyright infringement; and further encouraging infringements by rewarding those users who share copyrighted music with a portion of the proceeds derived by Defendant from the illegal downloads of the files they have shared.

46. As a result of the foregoing, Defendant is liable under the Copyright Act for contributorily infringing Plaintiffs' copyrights, in violation of Sections 106 and 501 of the Copyright Act.

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

48. Defendant's acts of infringement are willful, intentional and purposeful, in blatant disregard of and indifference to Plaintiffs' rights.

49. As a direct and proximate result of Defendant's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to their actual damages as well as Defendant's profits from the infringements, as will be proven at trial pursuant to 17 U.S.C. § 504(b). Alternatively, Plaintiffs are entitled to maximum statutory damages, in the amount of \$150,000 per infringement,

pursuant to 17 U.S.C. § 504(c), or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

50. Unless and until Defendant's conduct is enjoined by this Court, it will continue to cause irreparable injury that cannot fully be compensated for or measured in money, and Plaintiffs are accordingly also entitled to an injunction pursuant to 17 U.S.C. § 502 prohibiting further infringement of their exclusive rights under copyright.

51. Plaintiffs further are entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.

COUNT III
(Vicarious Copyright Infringement)

52. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-31 above with the same force and effect as if set forth fully herein.

53. Grooveshark users are engaging and/or have engaged in the unauthorized reproduction, distribution and/or public performance of Plaintiffs' copyrighted sound recordings, including but not limited to those recordings listed in Exhibit A. As a result, such users are liable for direct copyright infringement of Plaintiffs' exclusive rights of reproduction, distribution and performance under 17 U.S.C. § 106.

54. Defendant has the legal right and actual ability to supervise and control the infringing activities that occur through its Grooveshark site and service. Among other things, Defendant can identify and take action against repeat infringers, but has chosen not to do so, and Defendant retains the legal right to control individual members' infringing activity, including by terminating user accounts. Defendant has nevertheless refused to exercise any control over the illegal sharing of copyrighted music, and as a direct and proximate result of such failure, Grooveshark users have infringed and continue to infringe Plaintiffs' copyrighted sound

recordings, including those listed in Exhibit A.

55. Defendant has derived direct and substantial financial benefits from the infringements of Plaintiffs' copyrighted sound recordings by Grooveshark users. Not only does the availability of infringing material through the Grooveshark site serve as a draw that attracts traffic to the site and thereby enhances the advertising revenues earned by Defendant, but Defendant has been paid money by users for each illegal download of copyrighted music that previously occurred through its website.

56. As a result of the foregoing, Defendant is liable under the Copyright Act for vicariously infringing Plaintiffs' copyrights, in violation of Sections 106 and 501 of the Copyright Act.

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

58. Defendant's acts of infringement are willful, intentional and purposeful, in blatant disregard of and indifference to Plaintiffs' rights.

59. As a direct and proximate result of Defendant's infringement of Plaintiffs' copyrights, Plaintiffs are entitled to their actual damages as well as Defendant's profits from the infringements, as will be proven at trial pursuant to 17 U.S.C. § 504(b). Alternatively, Plaintiffs are entitled to maximum statutory damages, in the amount of \$150,000 per infringement, pursuant to 17 U.S.C. § 504(c), or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

60. Unless and until Defendant's conduct is enjoined by this Court, it will continue to cause irreparable injury that cannot fully be compensated for or measured in money, and Plaintiffs are accordingly also entitled to an injunction pursuant to 17 U.S.C. § 502 prohibiting

further infringement of their exclusive rights under copyright.

61. Plaintiffs further are entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.

COUNT IV
(Common Law Copyright Infringement)

62. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1-31 above with the same force and effect as if set forth fully herein.

63. The Pre-1972 Recordings are subject to common law copyright protection under New York law. As the owners of valid common law copyrights in the Pre-1972 Recordings, Plaintiffs possess the exclusive rights to sell, copy, distribute and perform these recordings.

64. Plaintiffs have not granted or licensed Defendant the right to copy, distribute or perform the Pre-1972 Recordings in any manner, including by digital transmission. Defendant's conduct as described above constitutes infringement of Plaintiffs' common law copyrights in the Pre-1972 Recordings, including without limitation, those recordings listed in Exhibit B hereto.

65. The infringement of Plaintiffs' rights in each of their Pre-1972 Recordings constitutes a separate and distinct act of infringement.

66. As a direct and proximate result of Defendant's violation of Plaintiffs' rights in and to the Pre-1972 Recordings, Plaintiffs have suffered damages in an amount to be proven at trial and Defendant has made unlawful profits. Plaintiffs are entitled to recover all proceeds and other compensation received or to be received by Defendant arising from Defendant's infringement of Plaintiffs' Pre-1972 Recordings, and are entitled to an accounting to ascertain the amount of such profits and compensation.

67. Defendant's acts of infringement are willful, intentional and purposeful, in blatant disregard of and indifference to Plaintiffs' rights, and Plaintiffs are entitled to punitive damages

in addition to their actual damages.

68. Unless and until Defendant's conduct is enjoined by this Court, it will continue to cause irreparable injury that cannot fully be compensated for or measured in money, and Plaintiffs are accordingly also entitled to an injunction prohibiting Defendant from further violating Plaintiffs' rights in the Pre-1972 Recordings.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against the Defendant as follows:

A. On all Counts, for such equitable relief as is necessary to prevent or restrain infringement of Plaintiffs' copyrights, including a permanent injunction requiring that Defendant and its agents, servants, employees, officers, directors, attorneys, successors, assigns, licensees and all others in active concert or participation with any of them cease infringing, or causing, aiding, enabling, facilitating, encouraging, promoting, inducing or materially contributing to or participating in the infringement of any of Plaintiffs' copyrights or exclusive rights protected by the Copyright Act or common law (whether now in existence or hereafter created), including without limitation the recordings listed in Exhibits A and B.

B. On Counts I, II and III, for Defendant's profits attributable to the infringement of Plaintiffs' copyrighted sound recordings, including without limitation the recordings listed in Exhibit A, and for Plaintiffs' actual damages sustained by reason of Defendant's wrongful acts in an amount to be proven at trial, or alternatively, at Plaintiffs' election pursuant, for maximum statutory damages in the amount of \$150,000 with respect to each copyrighted work infringed, or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

C. On Count IV, for compensatory damages, an accounting for all gains, profits and advantages derived from Defendant's wrongful acts and punitive damages in amounts to be proven at trial.

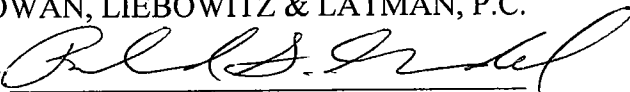
D. For Plaintiffs' attorneys' fees, costs and disbursements in this action.

E. For prejudgment and post-judgment interest.

F. For such other and further relief as the Court may deem just and proper.

Dated: New York, New York
May 8, 2009

COWAN, LIEBOWITZ & LATMAN, P.C.

By: 
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Attorneys for Plaintiffs
Capitol Records, LLC and Virgin Records America, Inc.



<u>Plaintiff</u>	<u>Artist</u>	<u>Recording</u>	<u>SR</u>
Capitol Records, LLC	Coldplay	Viva La Vida	870-150
Capitol Records, LLC	Coldplay	Speed Of Sound	573-811
Capitol Records, LLC	Coldplay	The Scientist	322-958
Capitol Records, LLC	Coldplay	Clocks	322-958
Capitol Records, LLC	Coldplay	Swallowed In The Sea	573-811
Capitol Records, LLC	Coldplay	Don't Panic	328-762
Capitol Records, LLC	Coldplay	Till Kingdom Come	573-811
Capitol Records, LLC	Coldplay	In My Place	322-958
Capitol Records, LLC	30 Seconds To Mars	Attack	377-457
Capitol Records, LLC	30 Seconds To Mars	From Yesterday	377-457
Capitol Records, LLC	30 Seconds To Mars	A Beautiful Lie	377-457
Capitol Records, LLC	30 Seconds To Mars	The Kill	377-457
Capitol Records, LLC	Chingy	Holiday Inn	343-106
Capitol Records, LLC	Chingy	Dem Jeans	602-294
Capitol Records, LLC	Chingy	Right Thurr	343-106
Capitol Records, LLC	Chingy	One Call Away	343-106
Capitol Records, LLC	Lily Allen	Smile	392-059
Capitol Records, LLC	Lily Allen	Littlest Things	392-058
Capitol Records, LLC	Lily Allen	LDN	392-060
Capitol Records, LLC	Lily Allen	Everything's Just Wonderful	392-058
Capitol Records, LLC	Lily Allen	Nan, You're A Window Shopper	392-057
Capitol Records, LLC	Lily Allen	Alfie	392-058
Capitol Records, LLC	Lily Allen	Knock Em Out	392-060
Capitol Records, LLC	Lily Allen	Shame For You	392-058
Capitol Records, LLC	Norah Jones	Shoot The Moon	320-120
Capitol Records, LLC	Norah Jones	Not Too Late	630-866
Capitol Records, LLC	Norah Jones	Sunrise	520-271
Capitol Records, LLC	Norah Jones	If I Were A Painter	320-120
Capitol Records, LLC	Norah Jones	Feeling The Same Way	320-120
Capitol Records, LLC	Norah Jones	Come Away With Me	320-120
Capitol Records, LLC	Norah Jones	Turn Me On	320-120
Capitol Records, LLC	Norah Jones	Something Is Calling You	358-417
Capitol Records, LLC	Ok Go	A Million Ways	377-392
Capitol Records, LLC	Ok Go	Here It Goes Again	377-392
Capitol Records, LLC	Ok Go	You're So Damn Hot	322-969
Capitol Records, LLC	Ok Go	C-C-C-Cinnamon Lips	322-969
Capitol Records, LLC	Radiohead	Fake Plastic Trees	280-260
Capitol Records, LLC	Radiohead	High and Dry	280-260
Capitol Records, LLC	Radiohead	Exit Music (For A Film)	330-613
Capitol Records, LLC	Corinne Bailey Rae	Put Your Records On	385-315

<u>Plaintiff</u>	<u>Artist</u>	<u>Recording</u>	<u>SR</u>
Capitol Records, LLC	Corinne Bailey Rae	Like A Star	385-313
Capitol Records, LLC	Corinne Bailey Rae	Trouble Sleeping	385-316
Capitol Records, LLC	Corinne Bailey Rae	Enchantment	385-314
Virgin Records America, Inc.	KT Tunstall	Suddenly I See	388-462
Virgin Records America, Inc.	KT Tunstall	Black Horse And A Cherry Tree	388-462
Virgin Records America, Inc.	KT Tunstall	Under The Weather	388-462
Virgin Records America, Inc.	KT Tunstall	Another Place To Fall	388-462
Capitol Records, LLC	Blondie	Hanging On The Telephone	004-090
Capitol Records, LLC	Blondie	Heart Of Glass	004-090
Capitol Records, LLC	Blondie	One Way Or Another	004-090
Virgin Records America, Inc.	Gorillaz	Clint Eastwood	409-208
Virgin Records America, Inc.	Gorillaz	Double Bass	409-208
Virgin Records America, Inc.	Gorillaz	M1 A1	409-208
Virgin Records America, Inc.	Gorillaz	Feel Good Inc.	573-812
Virgin Records America, Inc.	Ben Harper	Please Bleed	273-400
Virgin Records America, Inc.	Ben Harper	Waiting On An Angel	189-549
Virgin Records America, Inc.	Ben Harper	Diamonds On The Inside	328-960
Capitol Records, LLC	Amos Lee	Keep It Loose, Keep It Tight	377-451
Capitol Records, LLC	Amos Lee	Bottom Of The Barrel	377-451
Capitol Records, LLC	Amos Lee	Sweet Pea	393-813
Capitol Records, LLC	Amos Lee	Shout Out Loud	393-812
Capitol Records, LLC	Blind Melon	No Rain	384-161
Virgin Records America, Inc.	Spice Girls	Wannabe	201-276
Virgin Records America, Inc.	Spice Girls	Spice Up Your Life	261-523
Virgin Records America, Inc.	Spice Girls	The Lady Is A Vamp	261-523
Virgin Records America, Inc.	Spice Girls	Say You'll Be There	201-276
Virgin Records America, Inc.	Spice Girls	Mama	201-276
Virgin Records America, Inc.	Spice Girls	Who Do You Think You Are	201-276
Virgin Records America, Inc.	Spice Girls	Stop	261-523
Virgin Records America, Inc.	Spice Girls	2 Become 1	201-276
Capitol Records, LLC	Beastie Boys	Sabotage	213-461
Capitol Records, LLC	Beastie Boys	Intergalactic	277-731
Capitol Records, LLC	Billy Idol	Mony Mony	029-769
Capitol Records, LLC	Billy Idol	White Wedding	039-673
Capitol Records, LLC	Billy Idol	Dancing With Myself	029-769
Capitol Records, LLC	Everclear	Father Of Mine	181-328
Virgin Records America, Inc.	J. Holiday	Bed	621-036
Virgin Records America, Inc.	J. Holiday	Suffocate	621-038
Capitol Records, LLC	Beach Boys	Kokomo	093-429
Virgin Records America, Inc.	Joss Stone	Super Duper Love	343-788
Virgin Records America, Inc.	Joss Stone	The Choking Kind	343-788
Virgin Records America, Inc.	Joss Stone	Fell In Love With A Boy	343-788
Virgin Records America, Inc.	Joss Stone	Baby Baby Baby	642-089

MEMO

<u>Plaintiff</u>	<u>Artist</u>	<u>Recording</u>
Capitol Records, LLC	Nat King Cole	The Christmas Song
Capitol Records, LLC	Nat King Cole	Get Your Kicks On Route 66
Capitol Records, LLC	Peggy Lee	Fever
Capitol Records, LLC	Peggy Lee	I'm A Woman
Capitol Records, LLC	Frank Sinatra	In The Wee Small Hours Of The Morning
Capitol Records, LLC	Frank Sinatra	Adeste Fideles
Capitol Records, LLC	Les Paul and Mary Ford	How High The Moon
Capitol Records, LLC	Les Paul and Mary Ford	Vaya Con Dios
Capitol Records, LLC	Beach Boys	Fun Fun Fun
Capitol Records, LLC	Beach Boys	I Get Around
Capitol Records, LLC	Beach Boys	God Only Knows
Capitol Records, LLC	Beach Boys	California Girls
Capitol Records, LLC	Beach Boys	Good Vibrations
Capitol Records, LLC	Beach Boys	Surfer Girl
Capitol Records, LLC	Beach Boys	Wouldn't It Be Nice